



e- TENDER FOR TRANSPORTATION INCLUDING LOADING AND UNLOADING OF FORTIFIED SALT OF AROUND 1,000 MT PER MONTH FROM MVSC, VALINOKKAM, RAMANATHAPURAM DISTRICT TO 13 DISTRICTS IN TAMIL NADU FOR 3 MONTHS FROM JANUARY 2025 TO MARCH 2025.

TENDER NUMBER : E T.No 25/TNSC/2024-25
ADVERTISED ON : 12.12.2024
LAST DATE FOR SUBMISSION OF TENDER : by 11.00 A.M. on 27.12.2024
OPENING OF TENDER : at 11.30 A.M. on 27.12.2024

**TAMIL NADU SALT CORPORATION LIMITED
(A GOVERNMENT TAMIL NADU ENTERPRISE)
L.L.A. BUILDINGS, FOURTH FLOOR,
735, ANNA SALAI,
CHENNAI -600002
Phone: 044-2841 0550
E Mail : dmpqc@tnsalt.com**

Website: www.tnsalt.com

DETAILS OF THE TENDERER

NAME:

ADDRESS& CELL NO:

CONTENTS OF TENDER DOCUMENT**PART A- Technical Bid**

The following Section I to XII is part and parcel of the Part-A Technical Bid. Each and every page has to be signed in token of acceptance.

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PART 'B'

PRICE BID

SECTION – I**SCHEDULE OF e-TENDER (SOT)**

Tender Name	e- TENDER FOR TRANSPORTATION INCLUDING LOADING AND UNLOADING OF FORTIFIED SALT FROM MVSC, VALINOKKAM, RAMANATHAPURAM DISTRICT TO 13 DISTRICTS IN TAMIL ADU FURNISHED IN THE SECTION XIV FOR 3 MONTHS FROM JANUARY 2025 TO MARCH 2025.
MODEOFTENDER	e-Procurement System (Online Part I–Technical Bid and Part II – Price Bid) through www.tntenders.gov.in
e-Tender No	e-T.No.25/TNSC/2024-25/Transportation of Fortified salts from Valinokkam to 13 Districts of Tamil Nadu
Date of Notice of Inviting Tender (NIT) available to parties to download	From 12.12.2024 to 27.12.2024
Earnest Money Deposit (EMD)	The total EMD amount of Rs. 1,30,000/- for 13 district at the rate of Rs. 10,000/- per District by DD in favour of Tamil Nadu Salt Corporation. The tenderer may pay the EMD amount for the offering of rates to the Number of District at the rate of Rs.10,000/- per District.
Tender Document Cost	The Tender document can be download at free of cost from our websites www.tntenders.gov.in
Specification	Refer Section IX
Date of Starting of e-Tender for submission of online Technical Bid and Price Bid	12.12.2024
Date of Closing of online e-Tender for submission of online Technical Bid and Price Bid	Upto 11.00 A.M on 27.12.2024
Date & Time of Opening of Technical Bid (Part-I)	On 27.12.2024 at 11.30 AM at Tamil Nadu Salt Corporation Corporate Office, 4 th Floor, LLA Building, 735, Anna Salai, Chennai–600002
Price Bid (Part-II) Date of Opening	Will be Informed through Online Portal

SECTION – II

PROFILE OF THE BIDDING TENDERER

1. Name and address of the tenderer :
 - a. Phone No. :
 - b. Mobile No. :
 - c. E-mail :
 - d. Name of the tenderer to be contacted :

2. Whether you are a Proprietary concern/
Partnership Firm, necessary certificate
deed/ agreement should be enclosed :

3. In case of Company :
 - a. No. and Date of registration :

 - b Name of Directors :
 - c. Attach a copy of the Articles of
Association and Board Resolution
authorizing the transaction :

4. Whether you are a SSI Unit /NSIC Firm, :
the present valid certificate, which must be
Notarized by a Notary public (attested
photocopy) to be enclosed. :

5. (a) Whether you have paid EMD as : Yes/No
prescribed. If so, please furnish the details. :
 - Bank Name and Branch :
 - DD No. and Date :
 - DD Amount :

(b) In case of exempted please mention category of exemption

6. Location and full address of your office :
7. Whether you have previous experience in transportation of goods to any reputed Companies/Government organizations, etc for at last three years. If so, furnish the relevant details. : Yes/No
8. Whether you are willing to abide by the terms and conditions of tender : Yes/No
9. Whether you are financially sound to execute the contract solvency certificate/ bank guarantee/certified copy of balance sheet and profit and loss account certified by Chartered Accountant shall be enclosed as proof for evidence. : Yes/No
10. G.S.T. NO. and PAN No (copies shall be attached) :

STATION :

DATE :

SECTION-III**Bid Qualification Requirements**

The Bidders should meet the following Eligibility Criteria for bidding the tender and the proof for the Eligibility should be provided in the Technical Bid.

S no	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	Remittance of EMD	<p>The total EMD amount of Rs. 1,30,000/- for 13 district at the rate of Rs. 10,000/- per District by DD in favour of Tamil Nadu Salt Corporation. The tenderer may pay the EMD amount for the offering of rates to the Number of District at the rate of Rs.10,000/- per District.</p> <p>The DD shall be submitted to the registered office of TNSC in Chennai either through post or in person before the due date and time for submission of tenders ie., by 11.00 A.M. on 27.12.2024. Without receipt of DD from the bidder, the concerned bid will not be opened.</p> <p>In case if the tenderer seeks exemption of EMD, the tenderer should furnish valid SSI / NSIC certificate. Otherwise, the bid will be rejected.</p>
2	<p>Experience</p> <p>Tenderers should have minimum 3 years of experience in loading and transportation work through lorries by road.</p> <p>Should have experience of having transported 1000 MT of goods in any of the major industries in any one of the last three years.</p>	Copy of the work orders and performance certificate from the client have to be enclosed.
3	<p>Tenderer should have a minimum each 5 numbers of truck on his own and on contract as detailed below</p> <p>a. 3 number of trucks with 10 MT capacity</p> <p>b. 2 numbers of truck with 19 MT capacity.</p> <p>c. 5 numbers of trucks with not less than 25 MT of capacity.</p>	<p>a. Copy of RC book</p> <p>b. Copy of current Insurance</p> <p>c. Copy of fitness certificate and valid permit</p> <p>d. Copy of tie up agreement for each vehicle for a period of minimum 24 months in Rs, 100 judicial stamp paper.</p>

4	<p>Turn over The Tenderer should have had an annual turnover of Rs.50 lakh in any one of the preceding three financial years.</p>	<p>Copies of the Audited Annual Financial Statements duly certified by a Chartered Accountant for any one of the last three financial years should be enclosed.</p>
5	<p>Tenderer should have been registered under GST</p>	<p>Copy of valid GST certificate to be enclosed.</p>
6	<p>Tenderer should have valid PAN number</p>	<p>Copy of valid PAN card should be enclosed</p>
7	<p>Tender should have filed latest income tax return.</p>	<p>Tenderer should submit copies of the last two years Income Tax return filed</p>
8	<p>Acceptance of tender terms and conditions</p>	<p>Tenderer should enclose the terms and conditions of the tender document duly signed in each page in token of acceptance.</p>

**SECTION-IV
DECLARATION BY THE TENDERER
(to be signed and enclosed with the tender)**

I/We.....have gone through the terms and conditions and will abide by them as laid down in the Tender document (Tender containing technical bid, Price Bid all relevant annexure enclosed)

I/our..... Firm/company has/have not been blacklisted by any State Government/Central Government.

I/We.....hereby declare that the particulars furnished by us in this offer are true to the best of my/our knowledge and we understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may due to the above.

I/we.....hereby declared that I am/are we are not Government servant(s) of any State or Central Government or Department/Public Sector Undertaking (s) and I/We hereby accept that if at any stage if it is found that this information is incorrect or false. I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due for the above.

Date:

Signature

Place:

Name

Designation

Seal of the tenderer

SECTION-V

EARNEST MONEY DEPOSIT (EMD)

PAYMENT/EXEMPTION OF EMD:

1. Tenderer should pay the amount specified as below towards Earnest Money Deposit.

Earnest Money Deposit : **Rs. 10,000/-** per District (Rupees Ten thousand only)

2. The EMD will not carry any interest:
3. The total EMD amount of Rs. 1,30,000/- for 13 districts at the rate **Rs. 10,000/-** per District by DD in favour of Tamil Nadu Salt Corporation. The Offers received without required EMD amount are liable for rejection.

EXEMPTION:

4. The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation or the National Small Industries Development Corporation or the National Small Industries Corporation or Holding Permanent Registration certificate from the **District Industries centres** of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate has been obtained, Department of the Government of Tamil Nadu and Undertakings and Corporations owned by the Government of Tamil Nadu, Labour Contract Co-operative Societies, Tiny Industries classified under SSI registered with the State of Tamil Nadu and Registration Certificate issued by Department of Industries and Commerce/Government of Tamil Nadu, Small Scale Industrial Units located outside the State and such of these units registered with National small Industries Corporation in respect of the items manufactured by them are the only categories of Institutions/industries exempted from the payment of Earnest Money Deposit.

UNDERTAKING:

5. Those tenderers **who are exempted from payment of EMD shall furnish in lieu of EMD an undertaking on a non-judicial Stamp paper of value not less than Rs.100/-** (Rupees Hundred only) to the effect to pay as penalty an amount equivalent to EMD or an amount equal to the actual loss incurred whichever is less in the event of non-fulfilment of or non-observance of any of the condition stipulated in the contract consequent in such breach of contract.

The tenderers shall also undertake that in the event any of the circumstances stated in paragraphs 9, 10 and 11 occurring, the tenderers shall deposit an amount equivalent to the Earnest Money Deposit with the Corporation. The State Government, Public Sector undertakings that are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Earnest Money Deposit. In the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract **TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OP**

6. Small Scale Industries registered with the State of Tamil Nadu/National Small Industries Development Corporation/Small Industries Corporation, as mentioned in the Section V (4) shall enclose **duly attested Photostat copy of their Registration Certificate** showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof in eligibility for exemption from payment of EMD as specified in Clause -1 in a sealed outer envelope.
7. Others viz. Other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.

REFUND OF EMD:

8. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to Managing Director, TNSC Ltd. after intimation of the rejection/non-acceptance of their tender is sent to them.

FORFEITURE OF EMD

9. If any supplier backs out after the Corporation has accepted his tender, it will be considered as default and the Earnest Money Deposit will be forfeited by the Corporation by informing the supplier as having done so.
10. The Earnest Money Deposit made by the Tenderer will be forfeited if:
 - (a) he withdraws his tender or backs out after acceptance
 - (b) he withdraws his tender before the expiry of the validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) he violates any of the provisions of these regulations contained herein
 - (d) he revises any of the terms quoted during the validity period
11. In the event of the documents furnished with the offer being found to be fabricated or if the documents containing false particulars, the Earnest Money Deposit paid by the tenderers will be forfeited in addition to blacklisting them to future tenders/ contracts in Tamil Nadu Salt Corporation Limited.

SECTION-VI

PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

1. Bidder should log- in to the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
2. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.
3. Bidder has to select the payment option as "offline" to pay the tender fee and EMD as applicable and enter details of the instrument.
4. Bidder should prepare and submit the Tender fee & EMD as per the instructions specified in the Bid document.
5. Bidders are requested to note that they should necessarily submit their price Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder etc). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.
6. The server time (which is displayed on the Bidders' dash board) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission
7. All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys.
8. The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers.
9. Upon the successful and timely submission of Bid (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid

submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.

10. The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid.
11. In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.
12. During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.
13. The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.
14. The electronic Bid submitted during the e-tender process shall be legally binding on the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.
15. It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
16. TNSC reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.
17. The NIC server time shall be treated as final and binding. Bids recorded in the server before the Bid closing time will only be treated as valid Bid. Bidders are, therefore, advised to submit their Bids well before the closing time of e-tender. If any Bid reaches the server after the Bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. TNSC is not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.
18. Bidders are advised to exercise caution in submitting their Bids in e-tender and e-Reverse Auction, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.
19. Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
20. No deviation to the technical and commercial terms & conditions are acceptable.
21. Bidders are required to sign in each page of the Bid specification.
22. TNSC may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNSC and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

SECTION –VII

REJECTION OF TENDERS:

- I. Tenders will be summarily rejected if
 - (a) The EMD requirements are not complied with.
 - (b) Not satisfying any of the essential qualifications required under Part A Technical Bid.
- II. Tender is liable to be rejected, if it is
 - (a) With validity period of the offer is less than that stipulated period
 - (b) not in conformity with commercial terms and specifications of the Tender documents.
 - (c) not signed by the tenderer in each page.
 - (d) received from a tenderer who is directly or indirectly connected with Government Department or service in Tamil Nadu Salt Corporation or Services of any local authority.
 - (e) Received from any black listed Firm or Contractor
 - (f) received by E-mail
 - (g) from a tenderer whose past performance/Vendor rating is not satisfactory.
 - (h) not containing all required particulars as per schedule.
- III. The offer received after Last date and time shall be rejected.
- iv. Offers received from consortium of SSI Units will be rejected.

**SECTION – VIII
INSTRUCTIONS TO TENDERERS**

1. GENERAL:

- a. The tender should be addressed to the Managing Director, Tamil Nadu Salt Corporation Limited, 735, Anna Salai, LLA Buildings, Chennai -600 002.
- b. Any offer made in response to this tender, when accepted by the Tamil Nadu Salt Corporation Limited will constitute a contract between the parties.

2. SUBMISSION OF e- TENDER:

Two-cover online system and should be uploaded in Online Portal:

2.1 General Instructions:

- a. The Tender proposes two stage system viz.(1)Technical Bid and
(2) Price Bid. The first stage enables TNSC to know whether the Tenderer

is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bid of Tenderers who failed in the first stage will not be opened.
- b. Both the Technical and Price Bids should be submitted in Online Portal www.tntenders.gov.in.
- c. In Technical Bid–Documents listed in the Clause no 1.2 shall be closed.
- d. In Price Bid – The firm rates alone are to be quoted in the Excel Format and to be uploaded online.

2.2Details to be uploaded in the Technical Bid:

- a) Details of E-Remittance / DD towards EMD Amount. In case of DD, the original should be submitted to the Tender Inviting Authority before opening of the Technical Bid, otherwise bid will be treated as non-responsive.
- b) If the bidder is claiming EMD exemption, a copy of valid MSME / NSIC certificate to be furnished in accordance with Clause no 9.ii.
- c) Certificates of proof to show successful execution of similar type of work earlier.
- d) Profile of the Bidding Organization.
- e) Certificate of Conformity from the tenderer stating that all the terms and conditions of the tender have been fulfilled.

- f) The bidder should furnish the location with addresses and license details of the factory / Dealership from where the company intends to manufacture and supply of Polypropylene Woven Bags.
- g) The tenderer shall furnish as part of the bid, documents establishing the tenderers' eligibility to bid and their qualifications to perform the contract if their bid is accepted.
- h) All the required documents for Eligibility Criteria and other documents wherever insisted in the tender.
- i) The Tenderer should have the financial, technical and production capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of Tamil Nadu Salt Corporation

2.3 Signing of Bids

The bids shall be signed by the Tenderer or a person or persons duly authorized by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorized persons of SPA are requested to sign each and every page of the tender document including Annexure(s) / Amendments attached thereto from wrapper to the last page of the tender document. In case of unsigned tender document submitted then it would be rejected.

2.4 Details to be uploaded in Price Bid portal:

- a) **Firm Prices must be quoted only in the PRICE BID (excel format) for each district per MT and to be uploaded online.**
- b) Rate should be quoted in the **Price Bid**
- c) As a proof of uploading the bid, the tenderer should ensure that besides the acknowledgement received in the Online Portal, SMS alert is also received in their registered mobile number.
- d) In case of any issues in uploading the price bid the bidder may contact TNSC corporate office for resolving the issue.

2.5 Mode of Submission:

All the documents should be uploaded only through Online Portal www.tntenders.gov.in.

1. Technical Bid-Part-A
2. Price Bid-Part-B

3. WITHDRAWAL OF TENDERS BEFORE OPENING

No tender shall be allowed to withdraw the tenders after submitting the tender. If do so their EMD will be forfeited.

The Tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same Tenderer, the lowest eligibility financial tender shall be considered for evaluation

4. **VALIDITY OF OFFER:**

The tendered rate will be in acceptance for the period of the contract from January 2025 to March 2025 or upto the extended period of contract. No revision/modification in the tendered rate will be allowed during the period of contract or the extender period During the period of extension, the tenderer should not revoke or vary his offer.

5. **REFERENCE LIST:**

- a. The tenderers should **submit sealed tender along with their orders references list in support of their having supplied** similar materials to other customers.
- b. The tenderer(s) should submit along with their tender(s) **the list of unexecuted orders on hand**, if any, for same / similar items and period by which supplied are proposed to be made (Proforma enclosed in section-IX).

6. **OPENING OF e-TENDER**

- a) The Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorization letter from the bidding companies for attending the e-Tender opening. Not more than one representative for each Tenderer would be allowed to take part during the bid opening process.
- b) Technical Bid would be opened first on the due date. Eligibility Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) The date and time of opening of the Price Bid will be communicated through email/post.
- d) Tenders non-compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.

7. **e-TENDEREVALUATIONCRITERIA**

The evaluation of e-Tenders will be done by TNSC as detailed below:

1.2 **TECHNICAL BID EVALUATION**

Tenders will be eligible for further processing, only if they fulfil the following criteria:

- a) Payment of required EMD or Submission of valid EMD exemption certificate.
- b) Enclosing all the pages of the Tender document including Annexure, Amendments if any duly signed by affixing seal in all the pages.
- c) Compliance with the Eligibility Criteria indicated in Section III.
- d) The performance of the previous contract will be considered for evaluation. In case the performance of the bidder in any of the last **3** years contract was found to be non-

satisfactory their bid will be rejected outright.

- e) TNSC at its discretion may seek bonafide clarification /obtain additional details/ documents from the bidders, if it is required for the purpose of evaluation. The Tenderer should submit the required documents/clarification within the specified time otherwise their bid will be rejected outright.

8. OPENING OF PRICE BID:

The technically qualified Tenderers alone will be informed about the date and time of opening of the Price Bid through mail /Post and their Price Bids alone will be opened on the informed date and time in the presence of the Tenderers or their authorised representatives who choose to be present.

9. PRICE BID EVALUATION CRITERIA

- 1.3 The bidder should quote their rate only in the Price bid (excel) for each district and to be uploaded online. The rate shall be quoted in Rs. per Tonne and Applicable GST.
- 1.4 It is the responsibility of the Bidder to quote their rates carefully in the respective column of the Price Bid (excel).
- 1.5 The rates in the Price Bid (excel) will be considered as exclusive rates even if the bidder has not quoted the correct GST rate / left blank in the respective column of the Price Bid (excel).
- 1.6 In case of any arithmetical errors in the totalling, unit rate remains final and it will be considered for evaluation. The price should be quoted only in Rupees per Tonne in the BOQ (excel file) and to be uploaded online.

10. AWARD OF CONTRACT:

- a The Corporation reserves the right:
 - i. To accept the tenders without assigning any reasons thereof.
 - ii. **To award the contract to one or more number of firms/tenders at the approved L1 rate.**
 - iii. To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer as the Corporation may think fit.

- iv. To place ad hoc order simultaneously or any time during the period of contract with one or more supplier tenderer for such quantity and for such items as the Corporation may think fit.
- b. The Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- c. Firms which have failed to fulfil earlier contractual obligations may not be considered.
- d. The purchase order resulting from this tender or any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and the Corporation and both parties are bound by the terms and conditions.
- e. The Corporation, shall mean and include the administrative and executive Officers of the Corporate Office at Chennai as well as of Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad district as the case may be who are authorized to deal with all matters relating to this contract on its behalf
- f. The various procedures laid down in Tamil Nadu Transparency in Tender Act 1998 and rules framed in Tender rule 2000 will be adhered.
- g. TNSC also reserves the right not to be bound to accept the lowest quotation and also the right not to assign any reason for non-acceptance of the lowest quotation.
- h. "The award shall be communicated to the successful tenderers in writing". The acceptance of the tender will be communicated to the successful tenderer by means of a "**Letter of Acceptance**".

SECTION- IX**DECLARING ABOUT TRUCKS OWNED/HELD AGAINST LEASE ARRANGEMENT AND CAPACITY OF TRUCKS TO BE PLACED AGAINST THE ORDER.****1. DETAILS OF OWNED LORRIES:**

S.No	Registration No	Make	Capacity	Ownership Details	Details of the state permit

II. DETAILS OF LEASE ARRANGEMENT OF LORRIES:

S.No	Registration No	Make	Capacity	Arrangement made with whom/mention name	Details of the state permit

III. CAPACITY OF TRUCKS TO BE PLACED AGAINST THE ORDER

Sl. No.	Name of the State & transportation work to be carried out	Quantity per day	Minimum trucks to be placed per day	Quantity per week	Minimum trucks to be placed per week	Quantity per month
1.	Tamil Nadu					

Signature of the tenderer with office Seal**Note:**

1. Self attested Photostat copies of RC Books should be enclosed
2. Self attested Photostat copies of agreement for lease arrangement lorries should be enclosed.

SECTION-X

TERMS AND CONDITIONS

1. INSTRUCTIONS TO THE PARTY TENDERING

- a. It shall be the sole and absolute responsibility of the tenderer to obtain and gather all information, at his own expense, which may be necessary for the purpose of making the tender and for entering into the contract. The Corporation does not undertake any responsibility for the lack or insufficiency of any information herein. When a tenderer submits his tender in response to the tender documents, he will be deemed to have understood fully about the requirements, terms and conditions of the contract and to have satisfied himself fully of the sufficiency of information as may affect the tender or the contract. No extra payment or compensation will be made by the Corporation on the pretext that the tenderer did not have a clear idea or information of any particular matter relating to the tender or the contract and this shall be a condition of the tender and the contract. Every tenderer is expected before quoting his rates to inspect site of work so that the rate for various items can be assessed to his satisfaction.
- b. The tenderer should sign at the end of each page of the tender schedule and its enclosures.
- c. Tender shall remain open for acceptance for 90 days from the date of opening.
No revision or modification in the tendered rate will be allowed during the period of validity of tender or the extended period.

2. GENERAL CONDITIONS

- a. The estimated approximate quantity of Fortified salt during the month from January 2025 to March 2025 is around 3,000 MT.
- b. The Contractor shall not assign or sub-let the Contract or any part thereof without the prior written approval of the Corporation.
- c. The Contractor or his authorized agent and his workers will be permitted to enter into the complex for carrying out the work until the agreement is alive. All the workers engaged by the contractor should be issued with the ID card and the names of the workers informed to Project Manager.
- d. The work should be carried out with the entire satisfaction of the PM or the official concerned and completed within the prescribed time limit. The Contractor shall be permitted to carry out the work until the agreement is alive.
- e. The Contractor is fully responsible for the discipline of labourers engaged by him. If any of his labourers goes beyond the limit and quarrels, unnecessarily without supervising Officers/Staff, at both loading & unloading places, the contract will be terminated without any notice.
- f. The Contractor should return the materials received from the Corporation intact after the work is completed. If any materials are found missing, the cost of the same will be deducted from the bill payable to him.

- g. The Project Manager or any Officer of the Tamil Nadu Salt Corporation Ltd. duly authorized may put an end to this agreement at his option at any time and in the case of bad works, actions will be initiated for the termination of the contract.
- h. The Contractor is responsible for employing with the provision of labour amenities in respect of labourers engaged by him.
- i. The Contractor should not stop the work in the event of any strike by other section works or by his workers. He should continue his work and any such stoppage of work will be liable for penalty and loss, if any will be collected from the contractor.
- j. If necessitated, the contractor should undertake additional work of the same nature on payment of additional EMD and after executing the supplemental agreement.
- k. The agreement shall be entered into with the Corporation within 7 days from the communication of the acceptance and that within this period the security deposit shall be paid in full. If the contractor backs out from executing the work after entering into agreement, the contract will be terminated and his EMD forfeited besides including his name in the black list.

3. Security Deposit:

- a. Successful tenderer should remit 2% of value of order as Security Deposit and enter into an agreement
- b. The Security Deposit will be forfeited if the successful tenderer failed to carry out the work as per the requirement.
- c. If the value of the work executed exceeds the agreement value due to unavoidable circumstances, if any a supplemental agreement will be executed and the excess value paid as per the agreement.
- d.
 - i) Further Security Deposit over and above the EMD will be collected from the contractor to whom the work is awarded according to the value of agreement (2% of the total value of agreement).
 - ii) The EMD of Rs.10,000/- per district remitted by the contractor will be adjusted against the Security Deposit and the same will be refunded after the completion of the contract.
- e. Applicable deduction towards Income Tax will be made from each bill towards the Income Tax/Surcharge and credited to the Income Tax Dept. Applicable service tax would be levied extra.
- f. In every running bill 5% of the value will be deducted towards Security Deposit until such deductions along with EMD/FS make up to a total of 7% of the value of work done to ensure proper execution of the remaining work under the contract. This deduction will not be made in the final bill. The amount so with-held shall not bear any interest. The amount deducted will be related after settlement of final bill.

4. Liquidated Damages:

- a. Liquidated damages at 0.25% for calendar day on the value of the unlifted portion of that calendar days schedule shall be levied subject to a maximum of 10% of the value of that calendar day schedule.
- b. A notice of 10 days shall be given in writing before terminating the work, when continued slow progress, suspension of work subletting the work for a portion thereof is observed.
- c.
 - i) The extra expenditure over and above the tendered amount, if any, that may be necessitated to be incurred on account of failure of the contractor to execute the work as per the terms and conditions will be recovered from him.
 - ii) Legal action will be initiated to recover the excess expenditure required to be incurred by the Corporation on account of such non compliance of the lowest tenderer besides forfeiture of the EMD/Security Deposit. This shall be in addition to the liquidated damages payable under clause IX above.

5. PAYMENTS TERMS

Bill will be prepared once in a month. Full 100% payment of the bill will be settled within 30 days from receipt of the duly certified bill from the Project Office.

The contractor shall be liable for all losses, damages incurred by the Corporation due to the negligence of the contractor in the performance of any service under the contract.

6. REVISION OF TENDERED RATE:

- a. The tendered rate will be in acceptance for the period of contract of 3 months or up to the extended period of contract. No revision/modification in the tendered rate will be allowed during the period of contract or the extended period.
- b. The final bill will be prepared after the contract period is closed.
- c. The contractor shall comply with all the requirements of the applicable labour laws including EPF rule, ESI, Minimum Wages Act, Payment of Wages Act, etc. as applicable, in respect of the employees engaged by him/them.
- d. The contractor shall indemnify the Corporation against all and any claims arising out of the engagement of employees by the contractor including the claims arising under the Workmen's Compensation Act, 1923.
- e. For all purposes under this contract or relating thereto, the contractor shall be an independent contractor.

7. MEMBERS OF THE CORPORATION NOT INDIVIDUALS

No Director or official or employee of the Corporation shall in any way be personally bound or liable for the acts obligations of the Corporation under the contract or answerable for any default or omission in the observance on performance of any of the acts, matters or things which are herein contained.

8. CORPORATION NOT BOUND BY PERSONAL REPRESENTATIONS

The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of the representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given him by any person of the Corporation.

9. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT / RIGHTS OF THE CORPORATION:

- a. The Corporation reserves the right to cancel the contract if the performance of the contractor is not satisfactory.
- b. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, either partners, agents or servants to any officer, servant or representative of the Corporation for obtaining or for the execution of this or any other contract for receiving payments under the contract shall in addition to the criminal liability he may incur, subject the tenderer to cancellation of this any other contracts and also to payments of any loss resulting from any such cancellation to the like extent as provided in the case of rejection on the ground of bad quality supply and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderers under this or any other contracts. Any question or dispute as to whether the tenderer have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

10. SUB-LETTING OF CONTRACT:

The successful tenderer shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the successful tenderer sub-letting or assigning the contract or any part thereof without such permission the Corporation shall have the right to cancel the contract and to purchase the good elsewhere and the successful tenderer shall be liable to the Corporation for any loss or damage which the corporation may sustain in consequence or arising out of such purchase. Even in case sub-letting is permitted by the Corporation, it will not recognize any contractual obligations with the person or party to whom the contract has been sub-let and the successful tenderer will be held responsible for the satisfactory due and proper fulfilment of the contract.

11. CHANGE IN CONSTITUTION:

- a. Where the supplier is a partnership firm, a new partner shall not be introducing in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm contract prior to the date of such undertaking.

- b. On the death or retirement of any partner of the supplier/firm before complete performance of the contract the Corporation may as its option cancel the contract and in such case the supplier shall have no claim whatsoever to compensation against the Corporation.
- c. Without prejudice to any of the rights or remedies under this contract, if the supplier is a proprietorship concern and the proprietor dies during the performance of this contract the Corporation shall have the option to terminate the contract without compensation.

12. FORCE MAJEURE CONDITIONS:

- a. If at any time during the continuance of the agreement/contract it becomes impossible by reasons of war or war like operation, strikes, lockouts, riots, civil commotions, epidemical sickness pestilence, earthquake fire, storm or floods the supplier shall during the continuance of such conditions not be bound to execute the contract as per agreement/contract. The work shall be resumed immediately the contingency has ceased or otherwise determined and supplier's obligations shall continue to be in force for correspondingly extended period after the resumption by Registered Post about such acts duly certified by the District Collector of the District Concerned about the beginning and end of the above causes of delay within the (10) days of occurrence and cessation of such Force Majeure conditions.
- b. In the event of delay lasting over one month if arising out of causes of Force Majeure, the Corporation is entitled to cancel the contract without being liable to pay any compensation.
- c. Only events of Force Majeure, which affects the order progressing at the time of its occurrence, shall be taken into cognizance. The Corporation shall not be liable to pay extra cost due to delayed supplies made under Force Majeure.
- d. Delays due to non-availability of wagons etc. will not be considered as a cause of Force Majeure.
- e. If the Corporation is not in a position to receive the goods as per the terms of delivery due to any one of the reasons herein after stated, the Corporation reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract if it is beyond its control to accept the supplies. No compensation shall be payable to the supplier in the event of any such circumstances/ reasons occurring.
"Strike, lockout, accumulation of stocks or non-availability of storage space or any other natural calamities which effect the production in the Factory.

13. NOTICES:

Any notice hereunder may be served on the supplier by Registered Mail at his last known address. Proof of issue of any such notice should be conclusive of the supplier having been duly informed.

14. DISPUTES:

All disputes and differences arising out of this contract shall be referred to the arbitration of three arbitrators. The Corporation and the supplier shall appoint one arbitrator each and the arbitrators so appointed shall appoint a third arbitrator. The language of the arbitration shall be in English. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 with the venue of the arbitration being at Chennai only.

15. GST:

We are registered under the GST Act and our Registration Number is 33AAACT2482L1Z9.

16. JURISDICTION:

Subject to Clause – 22 below, it is hereby agreed that Courts in Chennai City alone shall have jurisdiction on any of the matters arising out of this contract.

17. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Laws of Union of India in force.

18. SALES CONDITIONS:

With the acceptance of this tender all its terms and conditions the tenderer waive all and any of their general sales conditions.

19. QUANTITY:

Approximate quantity to be transported during the contract period is 3000 MT

20. PRICE VARIATION CLAUSE FOR INCREASE/DECREASE IN DIESEL COST

For every 5% increase/decrease in the price of diesel the transport rate will be increased/decreased by 1% respectively. For this purpose, the retail diesel price of Indian Oil Corporation prevailing at Chennai City will be taken as the basis for working out the increase/decrease of diesel price on subsequent dates. For variations in diesel price, less than 5% there will be no consideration for revision in transport charges. The transport contractor will be eligible for transport charges due to hike in diesel price from the date of undertaking movement.

21. The written agreement to be entered into between the contractor and the Managing Director, Tamil Nadu Salt Corporation Limited shall be binding of the rights of both the parties.

22 The rates quoted in the tender shall remain valid for three months from the date of opening of the tender. The tenderer shall extend the offer for any further reasonable period as may be requested by the corporation and accepted by the tenderer.

23. The transport contractor (successful tenderer) shall commence the movement and complete it within the time specified by the Project Manager, MVSC, Ramnad.

24. Rates of lump sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the tender documents will be recognized and if any such alteration is made it will be avoided.

25. If the successful tenderer desires to execute the work by subletting certain parts he can do so after obtaining prior written permission of the Managing Director. However, payments will be made only to the successful tenderer at the contracted rate. The Corporation will not assume any obligations towards the sub-contractor.
26. If any further information is required it will be furnished by the Corporate Office at Madras and also by Project Manager, Valinokkam on written request of the tenderer. It must be clearly understand that tenders must be in the prescribed form and in accordance with the instructions.
27. This Corporation will reserve the right even to reject all tenders totally and extend the work by nomination of suitable contractors or departmentally. The decision of this Corporation in this regard will be final and binding.
28. If the head quarter of the contractor is elsewhere than at Valinokkam, **he shall have a duly authorized agent at Valinokkam from the commencement of work until completion of the work as specified.** Such agent shall be authorized to act on behalf of the contractor, to accept services of notices under the contract and to agree to extra, commissions and varied items of works and rate for the same. Such agent shall maintain on his staff competent persons with at least one person to each Unit, **with sufficient minimum experience in an execution in similar works and other personnel as may be required for the efficient execution of the work. Any notice under the contract shall be deemed to have been served on the contractor if served upon such agent or sent by registered letter to his address at Valinokkam.** Such agent shall not be changed and shall not leave Valinokkam during the duration of the contract unless the consent of the Managing Director/Project Manager shall have been previously obtained.
29. The contractor shall send a duly authorized competent representative to meet the Managing Director/Project Manager in the Office of the Corporation at Chennai or Valinokkam whenever called upon in writing to do so and any instructions, directions or explanations given to such representative shall be held to have been given to the contractor.
30. If the performance of the successful tenderer is found to be not satisfactory the Managing Director reserves the right to cancel the orders placed with the tenderer and to entrust the work to any other contractor/contractors, at the risk and cost of the successful tenderer at any time.
31. **THE SUCCESSFUL TENDERER SHALL EXECUTE AN AGREEMENT IN THE PRESCRIBED FORM ON A STAMP PAPER OF VALUE AS PER LAW WITHIN 7 DAYS FROM THE DATE OF COMMUNICATION OF ACCEPTANCE OF THE TENDER. IF THE SUCCESSFUL TENDERER FAILS TO EXECUTE THE AGREEMENT AS AFORESAID, THE CORPORATION SHALL BE ENTITLED TO FORFEIT THE EARNEST MONEY DEPOSIT AND THE SECURITY DEPOSIT. THE SECURITY DEPOSIT SHALL BE REMITTED BY THE SUCCESSFUL TENDERER BEFORE THE EXECUTION OF THE AGREEMENT.**
32. After the communication of the acceptance of the offer of the tenderer, if the successful tenderer fails to enter into any agreement or fails to furnish the Security Deposit, the TNSC Limited reserves the right to call for retender or to entrust the work to the other tenderers who have offered the higher rate in the tender or to make departmental movement at the risk and cost of the successful tenderer and the tenderer is liable to make good the consequent loss immediately, if any consequent on such retender, besides forfeiting the Earnest Money Deposit/Security Deposit.

33. The contractor or his authorized representative shall sign for the salt delivered to them by Project Manager or his nominee and for this purpose, the contractor will furnish the specimen signature of the personnel authorized to receive consignment.
34. The contractor shall be liable for all losses, damages, demurrage, and wharfage, forfeiture of wagon registration fee charges and expenses suffered or incurred by the Corporation due to negligence of the contractor in the performance of by any service under this contract. The decision of the Managing Director regarding such failure of the contractor and their liability for the loss, etc. suffered by the Corporation shall be final and binding on the contractors.
35. No definite volume of work to be performed can be guaranteed during the period of contract, as the volumes are specified above are based on the bonafide belief of the availability of orders from the buyers and the availability of suitable stock in TNSC. In case the buyers increase the order quantity or extends the period of supply beyond the volume limits and time limits specified in this contract, the contract terms may be extended by mutual consent.
36. The contractor, shall be responsible for the safety of the goods from the time, they are loaded in their Lorries from our godown until they are unloaded from their lorries at the godown points or at other destinations. They shall provide tarpaulin on the deck of the lorry so as to avoid loss, etc. through any gaps in the decks of the lorry. They shall delivery the number of bags and the weighment and the quality of salt received by them and loaded in their lorries intact and shall be liable to make good the value of any loss, shortage or damage, during the transit Project Manager will be sole judge for determining after taking into account all the relevant circumstances, the quantum and value of any loss and also as reports, the liabilities of the contractor for such loss and the amount to be recovered from them. The decision of the Project Manager in this regard shall be final and binding on the contractor.
37. On each day, if there is any variation in truck/quantity, requirement from the specifications in (iii) of these terms and conditions, the number of Lorries required at each point will be conveyed to the contractor/his agent and the contractor is expected to place the required number of Lorries at the specified time and places. He is also required to place of the disposal of the Corporation and at any one of the places referred to above the required number of Lorries **on getting intimation from TNSC** from time of receipt of the intimation. The contractors should supply only the Lorries, which are in good roadworthy condition. Each lorry should contain suitable serviceable tarpaulin. The representative of the TNSC Ltd. reserves the right to reject any lorry which is found unfit to be road worthy, even if it was supplied on the works pot.
38. The tenderer is required **to provide either closed Lorries or open Lorries in leak proof condition with a good tarpaulin.** The transport contractor or his authorized agent can witness the weighment that may be done on platform scale or weighbridge, as the case may be. After loading the stocks the Lorries will be sealed and covered with tarpaulin. The transport contractor is responsible for the safety and safe delivery of goods at the destination as well as for the weight acknowledged at the receiving points. At the weighing point in the despatching centre, a clear acknowledgement will be obtained on the reverse side of the truck memo, that the weight was duly witnessed by the transport contractor or his authorized representative and he is responsible for the safe delivery of the goods properly the same weight, quantity and quality at the unloading points at the receiving station. The transport contractor will be held responsible for salt found short, spoiled or altered if any at the unloading points and the cost will be

recoverable from the transport contractor at the open market rate or double the TNSC Limited issue price to the consumers in open market, whichever is higher.

39. The transport contractor will not be eligible to claim any loss. If any transit loss noticed the value of such loss shall be recovered at the open market rate or double the TNSC Limited issue price of the salt sold to our Industrial Customers from the Transport charge claims/Security Deposit. The transport contractor shall be liable to make good the loss, if any sustained by the TNSC due to damaged caused to the stocks moved by him. The decision of the Project Manager, regarding the nature, extent and value of the damages shall be final and binding on the transport contractor.

40. **VALIDITY OF OFFER**

The tendered rate will be in acceptance for the period of contract or upto the extended period of contract. No revision/modification in the tendered rate will be allowed during the period of contract or the extended period except in the event of revision/hike in the fuel cost and other statutory levy.

41. **THE TAMIL NADU TRANSPARENCY IN TENDER ACT 1998**

The tender covers all the rules and regulations of the Tamil Nadu Transparency in Tenders Act 1998 and rules framed in Tender rules 2000 & 2012 will be adhered.

42. **SPECIAL CONDITIONS:**

- (i) The Corporation reserves the right to engage more than one transport contractor for each destination to ensure for timely supply from TNSC to the customers.
- (ii) Tender should offer rate to each district.
- (iii) Transporter may have to deliver not less than 3 tonnes in each destination.

**SECTION-XI
UNDERTAKING BY THE TENDERER**

I/We do hereby tender and, if this tender is accepted undertake to execute the works mentioned in Clause I of the "Terms and conditions" and with such variations by way of alterations of, additions to and omission from the said works if needed at the time of execution and the method of payment would be as set out in Clause 20 of the "Terms and Conditions".

2. I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender I/We have made such examinations of the tender documents and of the sites, specifications and quantities and of the locations where the said works are to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me to thoroughly, agreements, stipulations and restrictions contained in the contracts and programme of despatches and specifications of materials and distinctly agree that I/We will not hereafter make any claim or demand upon the Tamil Nadu Salt Corporation Limited, based upon or arising out of any alleged misunderstanding or misconception or mistake or my/our part of the said requirements, convenient, agreements, stipulations and restrictions and conditions.

3. I/We have also completed the schedule for which I/We agree to execute the work even when the payment under the terms of the agreement is varied by payment on actual quantities.

4. I/We..... a registered
..... being contractors of
..... enclose an Income Tax Clearance
Certificates/have already produced an Income Tax Clearance Certificates in respect of
I/We enclose herewith a Corporation receipt/Bank Draft being the EMD for the sum of
Rupees

..... If my/our tender is not accepted, this shall be returned to me/us on rejection or at the expiration of four months from the date of this tender whichever is earlier. If my/our tender is accepted, the interest free earnest money shall be retained by the Tamilnadu Salt Corporation Limited as Security for the fulfilment of the contract. If upon written intimation to me/us by the Corporation's Office. I/We fail to attend the said Office before the end of the period specified on such intimation, the tender will not be considered and if upon intimation being given, fail to make the Security Deposit or to enter into the required agreement as defined in the tender document, then I/We agree to the forfeiture of the Earnest Money, any notice required to be served on me/us shall be sufficiently served on me/us by registered post to me/us at address given herein. Such notice shall if sent by cost be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

5. I/We fully understand that the written agreement to be entered into between me/us and the Tamil Nadu Salt Corporation Limited shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the agreement has been signed by me/us and by TNSC's authorised representative.

SECTION- XII

AFFIDAVIT

(To be signed and enclosed with the tender)

The affidavit should be executed on an Rs.20/- stamp paper before a "Notary Public".

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s.....
.....
..... have neither abandoned any work nor any contract awarded to us for such works have been rescinded for which the reasons were attributable to the non performance of our firm during last three years to the date of this tender.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and request by the Corporation to verify this statement or regarding our competence and general reputation.
4. The undersigned agrees that further qualification information may be requested and agrees to furnish any such information of the request of the Corporation.

SECTION -XIII
Please execute the agreement on a stamp paper of Rs.100/- value
ON STAMP PAPER

DRAFT ARTICLES AND AGREEMENT

ARTICLES OF AGREEMENT made this day of between the Project Manager, MVSC, Ramnad District (hereinafter called the Project Manager which expression shall where the context admits include his successors in Office and assigns) representing the Tamilnadu Salt Corporation Limited (hereinafter called the Corporation) on the one part and.....

..... Hereinafter called the contract or (which expression shall where the context so admits includes his heirs, executors, administrators and legal representative on the other part).

2. **WHEREAS** the Tamilnadu Salt Corporation Limited is desirous of despatching around tonnes of from its Units at.....

3. **AND WHEREAS** the said schedule of despatches and conditions have been signed by or on behalf of the parties hereto.

4. **WHEREAS** the contractors have made the Security Deposit of Rs..... in the form of Demand Draft as Security with the Corporation for the fulfillment of the contract to the satisfaction of the Corporation.

5. **AND WHEREAS** the contractor agrees that he will be bound by all the conditions of the tender and all the time limits prescribed for the despatches.

6. **AND WHEREAS** the contractor has agreed to execute upon and subject to the conditions set forth and comply with the rate of progress given in the schedule of despatch at the end of the Articles of this agreement Rs.....(Rupee..... only) of such other sum as may be arrived at by final measurement/weightment at the rates quoted in the price bid.

7. Now it is hereby agreed as follows:

In consideration of the prices agreed to be paid in the Price bid or such other sum of Rs..... (Rupees only) as may be arrived at by final measurement/weightment at Unit prices, the contract, will upon the subject to the terms and conditions execute and complete the works shown in the schedule and the method of payment therefore as are provided for in the terms and conditions.

8. Time shall be considered as the essence of the agreement and the contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority and the first despatch order is handed over to him as and when provided and agrees to complete the work of despatch of each consignment and continue to despatch as given in the schedule subject to condition that no extension of time shall be granted.

9. The tender notification, tender documents, instructions to tenderers and the entire set of tender terms and conditions, shall be read and construed as forming part of agreement and the parties hereto will respectively abide by and submit themselves to conditions and stipulations and perform the agreements on their parts respectively.

10. If any delay occurs in any despatch by the contractor over and above the time given in the schedule for each despatch or if such delay resulted in loss to this Corporation, the contractor undertakes to pay the Corporation by way of liquidated damages as set forth in clause 4 of section X or pay the Corporation Rs.500/- per day whichever is higher until the entire consignment of that particular schedule which delayed is cleared. The Contractors agrees that the liquidated damages set forth in clause 4 of Section X and in this agreement are genuine pre estimate of the losses that the Corporation will suffer consequent to any delays committed by the contractor. The contractor also agrees that the percentages and the amounts specified are reasonable.

11. If the schedule of despatches is not kept up due to his own fault alone, the Managing Director reserves the right to cancel the entire agreement or any part or parts thereof and to re-award the work to any other person or a agency or to undertake the work departmentally in which event, the contractor **shall be liable to pay as damages any losses occasioned to the Corporation.** This shall be in addition to the liquidated damages.

12. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Corporation, the Security Deposit by the contractor as hereinafter recited or such portion thereof as may be entitled to shall be returned to him as provided in the clause 3 under Section X of tender terms and conditions.

13. The terms and conditions and other documents of the Tender schedule submitted by the tenderer will also form part of this agreement.

This agreement and all matters arising out of it or relating to it, including any disputes or differences between the Corporation and the Contractor shall be subject to the exclusive jurisdiction of Chennai Courts only.

14. The contractor shall comply with all the requirements of the applicable labour laws including but not restricted to EPF, ESI, Minimum wages Act, Payment of wages Act etc in respect of the employees engaged by him in the loading and transporting operations.

15. The contractor shall register under the provisions of the Contract Labour (Regulation & Abolition) Act 1970 as a contractor and shall submit proof of such registration.

16. The contractor shall indemnify the Corporation against all and any claims arising out of the engagement of employees by the contractor including but not restricted to the claims arising under the Workmen's Compensation Act 1923.

17. The contractor shall submit proof of ESI and provident fund returns on a monthly basis to the Corporation. In the event the contractor fails to provide proof of such remittances, the Corporation shall be entitled to withhold payments to the contractor.

18. For all purposes under this contract or relating thereto, the contractor shall be an independent contractor.

Tender No.25/FS/2024

19. In witness where of the contractor has hereunto set his hand and the Managing Director setting on behalf the Tamil Nadu Salt Corporation Limited has hereunto set his hand the day and year first above written.

Signed by the Contractor :

Address :

In the presence of witness :

Signed by the Managing Director :

In the present of witness :

SECTION – XIV**LIST OF 13 DISTRICTS WITH TALUK, WHERE GODOWNS ARE SITUATED IN
TAMIL NADU**

S. No (1)	Name of the Region (2)	Taluk Godowns and TNCSC godowns (3)
1	CHENNAI	1. Tondiarpet
		2. TPT Narayana Pillai
		3. Madhavaram
		4. Nandanam
		5. Virugambakkam
		6. Anna Nagar – I Anna Nagar – II
		7. Mint
		8. Gopalapuram
		9. Thiruvanmiyur
		10. Purasawakkam
		11. Egmore – Nungambakkam
		12. Mylapore – Triplicane
		13. Mambalam – Guindy
2	KANCHEEPURAM	1. Kancheepuram
		2. Sriperumbudur
		3. Uthiramerur
3.	THIRUVANAMALAI	1. Pudupalayam RMC
		2. Thiruvanamalai
		3. Arni
		4. Vandavasi
		5. cheyyar
		6. Polur
		7. Chengam
4.	CUDDALORE	1. Cuddalore Godown
		2. Panrutti
		3. Virudachalam
		4. Kattumannarkoil
		5. O/G Chidambaram
		6. Thittakkudi
5.	COIMBATORE	1. Mettupalayam Kandiyur Road
		2. Valparai Godown
		3. Care Godown Goundapalayam
		4. Poosari Palayam Unit – I
		5. Poosari Palayam Unit – II
		6. Poosari Palayam Unit – III
		7. Poosari Palayam Unit – IV
		8. TNWC Godown Pollachi
		9. Coimbatore (North)
		10. Coimbatore (South)
6.	Tirupur	1. Tirupur ICSS
		2. RMC,Tirupur
		3. Udmalaipettai Godown
		4. Palladam Vadagapalayam
		5. TNWC Avinishi
7.	ERODE	1. Solar
		2. Ananda Mill - I Bhavani Ananda Mill - II Bhavani
		3. Bhavani Taluk - I Bhavani Taluk - I Bhavani Taluk - I

		4. SVR Dharmapuri – A SVR Dharmapuri – B
		5. R.K.P.Kangeyam
		6. S.V.R.Gobi
		7. Kangeyam
		8. Senepathipalayam Erode
		9. Sathumangalam
		10. Perundurair
		11. Dharapuram
		12. Gopichettipalayam
8.	TENKASI	1.Sankarankovil
		2.Sengottai
		3.Siragiri
		4.Veerakeralampudur
		5.Thiruvengadam
		6.Alangulam
9.	KANYAKUMARI	1. Agatheswarar Weaver (G)
		2. Kappakadu – II
		3. Konam – I
		4. Konam – II
		5. Kappakadu – I
		6. Thoivalai
		7. Kaikulam
		8. Vilvankodu
10.	VILLUPURAM	1. O/G.Sankarapuram
		2. Villupuram
		3. Dindivanam
		4. Gingee
		5. Vanur
11.	KALLAKURUCHI	1.Kallakuruchi
		2.Sankarapuram
		3.Chinasalem
		4.Tirukovilur
		5.Ulundurpet
		6.kalvarayan hills
12 .	THIRUVALLUR	1. Gummudipoondi
		2. Pallipet
		3. Mazarthpet
		4. Thiruthani
		5. Sembulivaram Ponneri Taluk
		6. TNWC Thiruvallur
		7. Ambattur
		8. Uthukottai
		9. Poonamallee
13.	CHENGALPATTU	1. Thambaram
		2. Chengalpattu
		3. Pallavaram
		4. Vanadaloor
		5. Madurantagam
		6. Cheyyur
		7.Thirukalukundram
		8. Thirupporur