



**E- TENDER FOR SUPPLY OF 25 KG PP BAGS  
FOR THE YEAR 2024-25 FROM 01.07.2024 TO 31.03.2025**

**TENDER NUMBER** : E T No 10/TNSC/2024-25  
**ADVERTISED ON** : 10.06.2024  
**LAST DATE FOR SUBMISSION OF TENDER** : by 11.00 A.M. on 01.07.2024  
**OPENING OF TENDER** : at 11.30 A.M. on 01.07.2024

**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](http://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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**SECTION I**

**SCHEDULE OF e-TENDER (SOT)**

Tender Name	<b>SUPPLY OF 25 KG PP BAGS FOR THE YEAR 2024-25 FROM 01.07.2024 TO 31.03.2025</b>
MODEOFTENDER	e-Procurement System (Online Part I-Technical Bid and Part II – Price Bid) through <a href="http://www.tntenders.gov.in">www.tntenders.gov.in</a>
e-Tender No	TNSC/e-T.No.10/2024-25/Supply of 25 kg Poly Propylene Bags.
Date of Notice of Inviting Tender (NIT) available to parties to download	From 10.06.2024 to 01.07.2024
Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees one lakh only) by way of E-Remittance.
Tender Document Cost	The Tender document can be downloaded free of cost from the websites <a href="http://www.tntenders.gov.in">www.tntenders.gov.in</a>
Specification	Refer Section IX
Date of Starting of e-Tender for submission of online Technical Bid and Price Bid	10.06.2024
Date of Closing of online e-Tender for submission of online Technical Bid and Price Bid	Up to 11.00A.M on 01.07.2024
Date & Time of Opening of Technical Bid (Part-I)	On 01.07.2024 at 11.30 AM at Tamil Nadu Salt Corporation Corporate Office, 4 <sup>th</sup> Floor, LLA Building, 735, Anna Salai, Chennai-600002
Price Bid (Part-II) Date of Opening	Will be Informed in Online Portal and by email/Post

**SECTION II  
PROFILE OF THE BIDDING TENDERER**

1. Name and address of the tenderer :
  - (i) Phone No. :
  - (ii) Mobile No. :
  - (iii) Fax :
  - (iv) E-mail ID :
  
2. (i) Whether your firm is Proprietary concern/ Partnership Firm / Company? :  
(ii) Necessary Certificate/Deed Agreement/ Memorandum & Articles of Association should be enclosed. :
  
3. (i) License for producing polythene materials should be valid for the whole period of the contract and enclosed. :  
(ii) The license must be either authenticated by a Director or Secretary or notarized in the case of a company or Notarized by a notary public in all other cases. :
  
4. Whether the EMD amount by way of remittance, as prescribed, has been enclosed? : YES/NO  
If YES furnish details,
  - (i) EMD Amount :
  - (ii) DD No. & Date :
  - (iii) Name of the bank :
  - (iv) Branch :If NO, in case of exempted, please mention category of exemption. Whether you are a SSI unit/NSIC Firm, if so, necessary valid license should be enclosed along with the tender document. :
  
5. Your factory address :
  
6. Production capacity of your plant :

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7. Whether you have previously supplied 25 Kg PP bags to any reputed organization for packing of salt or any other food products. If so authenticated/notarized copies of the order shall be enclosed. :
8. Whether you are financially sound to execute the Supply order for a value of Rs.10 lakhs per month. If so solvency Certificate /Bank Guarantee/Balance Sheet and Profit and Loss Account for two years certified by Chartered Accountant shall be enclosed as proof for evidence. :
9. Goods and Service Tax Registration No. :
10. Whether you are agreeable to abide by all the terms and Conditions as prescribed in the Tender schedule. :
11. Whether you are capable and agreeable to manufacture and supply of 25 Kg PP bags, rolls as per our specification given in Annexure (Sample of 25 Kg PP bags without printing shall be enclosed). :

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.

<b>S no</b>	<b>Minimum Eligibility Criteria</b>	<b>Proof to be submitted for fulfilling the Eligibility</b>
1	<b>Remittance of EMD</b>	The tenderer should remit EMD as prescribed for the tender. In case if the tenderer seeks exemption of EMD , the tenderer should furnish valid SSI / NSIC certificate.
2	<b>Manufacturing Facilities:</b> Bidder must have been a manufacturer of Polypropylene Woven Bags at least for a period of three years and shall possess valid registration for manufacturing the Polypropylene Woven Bags.	Bidder should provide the documentary evidence with the copy of valid Certificate of Registration.
3	<b>Production Capacity:</b> Bidder must have a production capacity of not less than 10 Lakhs of Polypropylene Woven Bags per month.	Bidder should provide the Documentary evidence for capacity and for having more than 450 Kg Extruder/20 Looms/Automatic Printing machine with full address of the factory.
4	<b>Alternate power supply:</b> Tenderer should have alternate power supply for the operation of the manufacturing plant for uninterrupted supply of bags.	Document proof should be submitted for the availability of Generator set for the standby power supply.
4	<b>Past Experience</b> Bidder must have supplied at least 10 Lakhs of Polypropylene Woven Bags in a month to any industry in any one of the last three years.	Bidder should provide the Documentary evidence. a) Purchase Order / Invoice copies and b) Satisfactory supply Completion Certificate from to whom they have supplied.
5	<b>Turn over</b> The Tenderer should have had an annual turnover of Rs.5 lakhs crore in any one of the preceding three financial years' i.e. 2019-20, 2020-21 and 2021-22.	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.
6	Tenderer should have been registered under GST	Copy of GST certificate to be enclosed.

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7	Tenderer should have valid PAN number	Copy of PAN card should be enclosed
8	Tender should have filed latest income tax return.	Tenderer should submit copies of the last two years Income Tax return filed
9	Acceptance of tender terms and conditions	Tenderer should enclose the terms and conditions of the tender document duly signed in each page in token of acceptance.

**SECTION-IV**

**DECLARATION BY THE TENDERER:**

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/We..... hereby confirm that our firm/company has/have not been blacklisted by any State Government/Central Government.

I/We..... hereby assure and confirm that the entire material requirement will only be manufactured within our premises and no part will be outsourced and agree that any departure will amount to a contractual failure and deviation.

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:

Place:

**Signature**

**Name  
Designation  
Seal of the tenderer**



**SECTION-V**  
**EARNEST MONEY DEPOSIT**

**PAYMENT/EXEMPTION OF EMD:**

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

Earnest Money Deposit : **Rs. 1,00,000/-** (Rupees One lakh only)

2. The EMD will not carry any interest:
3. All the bidders are required to pay EMD of **Rs. 1,00,000/-** (Rupees One lakh only) by RTGS and upload the remittance statement along with UTR in the online procurement portal. Offers received without EMD 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 centers** 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.80/-** (Rupees eighty 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-fulfillment 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-fulfillment or non-observance of any of the conditions stipulated in the contract. **TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OPENED".**

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

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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/BOO. 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 colored (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

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"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. TNPL 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](http://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

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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) 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](http://www.tntenders.gov.in).

1. Technical Bid-Part-A
2. Price Bid-Part-B
- 3.

## 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 July 2024 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 EMD or Submission of valid EMD exemption certificate.



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- 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 authorized representatives who choose to be present

### **9. PRICE BID EVALUATION CRITERIA**

- a) The bidder should quote their rate only in the Price bid (excel) and to be uploaded online. The rate shall be quoted in Rs. per Tonne Plus GST.
- b) It is the responsibility of the Bidder to quote their rates carefully in the respective column of the Price Bid (excel). The lowest rate will be arrived only based on the landed price exclusive of GST per Tonne.
- c) 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).
- d) In case of any arithmetical errors in the totaling, 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:**

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- a. The Corporation reserves the right:
  - i. To accept its sale and unfettered discretion of any tender for whole or part quantities or to reject any or all tenders without assigning any reasons thereof.
  - ii. **To award the contract to one or more number of firms 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 thinks 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 thinks 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 fulfill 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

**1. (A) DETAILS OF SPECIFICATION FOR SUPPLY OF 25 KG PP BAGS**

1. Materials Grade : Poly propylene Bag  
Reliance SS35N, HO30SG
2. Unlaminated bags :
3. Size : 19" X 28"  
(Both side 2" gusseting)
4. Weight : Approximately 53gms
5. Denier : 800
6. Mesh : 10 X 10 in one square inch
7. Bottom stitched :
8. Printing : Printed on two side in two colours.
9. Quality : Food Grade Material.
10. The bag should be free from any insects and foreign matter.
11. The sample sacks are enclosed herewith for the preparation of Art work.

**2. PRINTING:**

- i. The matter should be printed in Front two colours used for 25KG PP bags as per sample matter enclosed herewith.
- ii. Durable and fast colour ink should be used for printing and it should not be toxic or poisonous. Colour ink should confirm to food grade and non toxic.
- iii. The ink should not fade off or disappear or melt be partly or wholly before or after or during sealing operations or during transportation or storage or sale or when dipped in saturated salt solution of the above IS for one hour at room temperature.
- iv. Best quality of printing ink, namely alkali resistant ink should be used for printing purpose.
- v. The printing matter and design should be strictly in conformity with the design and matter as given in our samples.
- i) The supplier shall be ready to print and supply the new designs/changes in design of the bag as and when required by TNSC.

**SECTION X  
TERMS AND CONDITIONS**

**1. (A) PRICE VARIATION CLAUSE FOR 25 KG PP BAGS.**

The price variation will be considered for the material cost of the bag proportionate to the weight of the bag i.e. in this particular case 53gms for PP bags. Price increase will be given absolute/proportionate percentage whichever is advantageous to the corporation.

Hence variation of raw material price for 53gms for PP bags will be considered for the purpose of arriving of increase/decrease in cost of the bag depending on the raw material price prevailing in the market in the preceding month

In addition to the difference in the raw material cost calculated 53gms for PP bags weight the following will be added.

- (1) Goods Service Tax.
- (2) For the purpose of arriving at the cost of the bag to be paid to the suppliers in the case of increase in the raw material cost or decrease in the raw material cost prevailing in the market the following will be adopted.

**1. (B) FOR DECREASE / INCREASE IN PRICE**

- (i) The difference in the raw material cost of 53gms for PP bags will be arrived at based on the cost of material in Part B Price Bid, of the tender with that of the raw material price prevailing for the fortnight under consideration as regards supply. **The price increase/decrease will be given on the quoted/ negotiated price exclusive of Goods Service Tax and any other statutory levies if any.**
- (ii) For the purpose of fixing the rate of the bag, the rate quoted by the supplier accepted by TNSC based on the tender rate, or the rate to be fixed after negotiation etc. will be applicable and the supplier shall supply for the first fortnight of April at the tender rate/negotiated rate.
- (iii) The raw material price prevailing in the first fortnight of April 2022 will be taken into consideration for fixing the price applicable for the supply of the bags for the first fortnight of May 2022. Similarly, the price prevailing in the second fortnight of April 2022 will be applicable for the supply of the bags for second fortnight of May 2022 and so on.
- (iv) While fixing the price based on the raw material price prevailing in the market after deducting the excise duty, GST only will be considered for adding / or for deducting the landed cost of the bags. No addition or reduction from the cost of the bag will be made upto an amount of Re.0.05 paise per bag. Any amount exceeding Re.0.05 paise per bag will be considered. Price variation less than Re.0.05 paise per bag will not be considered. If the variation exceeds fraction of a paise, the same will be rounded off as indicated below: -  
  
More than Re.0.05 paise upto Re.0.0549 paise rounded off to Re.0.05 paise.  
From Re.0.055 paise upto Re.0.059 paise rounded of to Re.0.06 paise and so on.
- (v) In all such cases, the entire amount of variation will attract price variation for decreasing/increasing the cost per bag. The raw material price fixed by

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indigenous manufactures of M/s Reliance Industries Ltd. will be considered and for the price whichever is less for the fortnight of under consideration for fixing the price will only will be taken into consideration.

- (vi) Price will be fixed in two times for a particular month (i.e.) price for 1<sup>st</sup> fortnight supplies and 2<sup>nd</sup> fortnight supplies. In case if there is more number of price revision in a particular fortnight, simple average price of raw material for the particular fortnight will be taken for calculating the price variation.
- (vii) For delayed supplies/early supply of bags by the supplier advantageous price to TNSC will be taken for processing the payment.

### 2. GOODS SERVICE TAX:

The Goods Service Tax, if payable, will be at paid at concessional rate on the cost of the finished goods being supplied including excise duty thereon at the rates prevailing at the time of scheduled delivery period subject to the supplier's claiming the same as a separate item in their bill.

### 3. REQUIREMENT:

The annual requirement of 25 KG PP bags for the year 2024-25 would be approximately **14,00,000 Nos.** and orders will be placed depending upon our actual monthly requirements.

#### 1. PACKING & MARKING:

- a. All materials should adequately pack to protect them against all damages, pilferage, rust, etc., during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail, road as required.
- b. Each consignment must relate to one purchase order only. Where despatch of material against more than one order in a single consignment/case is warranted the material against each order should be packed separately. **Order number should be visibly marked outside all packages for easy identification.**
- c. Any loss, damage or pilferage in transit due to fault/inadequate packing **will be to the account of the supplier.**
- d. All packing and forwarding charges are to be borne by the supplier.

#### 5. DELIVERY:

- a. Liquidated damage for delay in **delivery shall be levied at the rate of 1% of the contract value per week or part thereof. The liquidated damages however shall be subject to a ceiling of 5% of value of undelivered Qty.** The contractor agrees that the stipulated percentage is a genuine pre estimate of the losses or damages that shall be suffered by the Corporation and further that the stipulated percentage is reasonable.
- b. **The time and date of delivery are the essence of the contract** and the goods must be dispatched within the time and subject to the condition specified. Otherwise, the Corporation will have the option to cancel the whole or part of order and or purchase the material from alternative

source at the risk, responsibility and cost of the supplier. **“In such event, the contractor shall be liable to pay actual damages suffered by the Corporation in addition the liquidated damages”.**

- c. Extension of delivery period on valid response based on the request from the supplier may be allowed by the indenting Officer which will be considered as extended delivery period for all purpose of liquidated damages etc.
- d. The damages as determined by the Corporation shall be deemed to be a debt due to the Corporation and the Corporation shall be entitled to deduct any such amounts determined as damages from out of any monies due and payable to the supplier.

6. **PAYMENT TERMS:**

- a. 90% payment will be made on receipt of the materials by the plants and on receipt of confirmation of receipt of materials to the Corporate Office by the Unit Office(s) “with proper invoices”. Balance 10% payment will be made on getting quality report and satisfied with the quality/specification of the bags. Income Tax applicable TDS amount of GST will be deducted from the bills of the supplier as per the Government Act and Rules in force.
- b. The successful Tender has to supply initially a quantity of 5000 covers for test purpose and after approved by the Project Manager of the Unit, the balance quantity should be supplied as per schedule.

7. **INVOICING**

- a. **Four copies of invoice**, packaging list/delivery challan along with Railway Receipt/Lorry Receipt/Parcel Way Bill or Similar other documents should be sent to the consignee. The documents as above should be sent within three days of despatch of the consignments to avoid payment of demurrage/wharf age.
- b. A telegraphic intimation giving details of RR/Lorry receipt/Parcel way bill, consignment details such as No. of packages, weights and values shall be sent to the consignee in advance.
- c. **Four copies of invoices of which one shall be original duly pre-receipted, along with packing list/delivery Challan shall be sent to the Project Manager, MVSC, Valinokkam.** In case the despatch document has to be sent through Bank, advance copy of the invoice shall be sent to the Project Manager within three days of the dispatch of the consignment.
- d. One copy of the invoice along with the copying of packing list/delivery Challan shall be sent to the Managing Director, Tamil Nadu Salt Corporation Limited (TNSC), 735, Anna Salai, Chennai – 600 002.
- e. If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment due to supplier’s failure to observe the conditions mentioned above, the same will be recovered from the supplier.

**8. INSPECTION:**

- a. The capacity of the successful tenderer Unit will be inspected by the Officials of this Corporation before awarding the contract, if necessary.
- b. The material on receipt at the project will be inspected. The supplier shall have to replace the materials if any, found defective at site on free of cost basis.

**9. WARRANTY REGARDING QUALITY OF MATERIAL SUPPLIED:**

- a. Supplier shall guarantee that all the materials supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the Corporation shall be new and free all defects. The materials supplied shall be of good workman ship and asper design.
- b. **The supplier shall enclose a test certificate from a competent arborator** for each and every consignment delivered. In case if there is any quality discrepancies arises, the TNSC will test the quality of the packing material supplied with the reputed testing laboratory at suppliers cost.
- c. The supplier shall warranty to replace, the damages at free of cost at the factory site the supply effected to have become unusual due to any of the above defect within a period of 12 months from the date of use, of the material or 18 months from the date of despatch of material, whichever is earlier. In the event of the supplier not complying with the above within a reasonable time, the Corporation will have the option to replace the defective supply **after giving 3 weeks notice** to the supplier and recover the cost from the supplier.

**10. SECURITY DEPOSIT (SD):**

- a. The amount of SD shall be 2% of the value of the purchase terms and shall be deposited by the successful tenderers on demand. And SSI Unit is exempted from remittance of SD against production of Xerox copy of valid SSI Certificate. The Corporation also reserves the right to adjust the SD towards any amount due to it including any claims by way of damages.
- b. Failure to furnish the SD in accordance with the conditions of the tender within 30 days of the award of contract will be considered to be of contract, which would give the Corporation the right to terminate the contract and forfeit the EMD amount in addition to the right of enforcing risk purchase at the cost of suppliers/tenderers.
- c. The SD may be made by Bank Draft in favour of the Corporation. The Earnest Money Deposit in the form of Cash/Bank Draft will be adjusted towards portion of SD.
- d. In the event of any upward revision in the value of the contract arising on account of increase in the materials to be supplied, the successful tenderer should on receiving intimation from the Corporation increase the SD by such sum as specified by the Corporation on the total revised of the contract.
- e. The Corporation reserves the right to adjust the Security Deposit towards any amount due to it including any claims by way of damages.

**TENDER NO 10/FS/2024**

- f. The SD should be liable to be forfeited wholly or partially at the sole discretion of the Corporation, should the successful tenderer either fail to deliver supplies as per delivery schedule or to fulfill his contractual obligations or to settle in full his dues to the Corporation. This will be in the addition to the Corporation's right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and the cost of the supplier and the excess cost if any incurred by TNSC would be deducted from the suppliers bill.
  - g. The Corporation is empowered to deduct from the SD of from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender contract.
  - h. The Corporation shall have a lien over all or any money that may become due and payable to the suppliers under this contract or any other contract or transaction of any other nature either all alone or jointly with other supplier and unless the supplier pays and clear the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum or debit due by the supplier from any money/SD which may have become payable to the supplier under this contract or any other contract or transaction whatsoever between the supplier and the Corporation without prejudice and the amount of any such claim by other remedies legally available.
11. **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.
12. **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 to him by any person of the Corporation.
13. **NON PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/RIGHTS OF THE CORPORATION:**
- a. The Corporation reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule as indicated by the Corporation.
  - c. 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 other wise due to the tenderes 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.

d.

14. **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 fulfillment of the contract.

15. **CHANGE IN CONSTITUTION:**

a. Where the supplier is a partnership firm, a new partner shall not be introduced 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 under the 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.

16. **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 contingencies not bound to execute the contract as per agreement/contract. The work shall be resumed immediately when 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 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 compensation.

**TENDER NO 10/FS/2024**

- 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 supplied 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 of the reasons, herein after stated the Corporation reserves the right to suspend normal supply until the position returns to normalcy or to terminate the contract if it is beyond its control to accept 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.

17. **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.

18. **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 arbitrations being at Chennai only.

19. **GST:**

We are registered under the Goods Service Tax Act and our Registration Number is 33AAACT2482L1Z9

20. **JURISDICTION:**

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

21. **LAWS GOVERNING THE CONTRACT:**

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

22. **SALES CONDITIONS:**

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

**SECTION – XI**

**SUPPLY POSTION OF ORDERS ALREADY EXECUTED WITH OTHER ORGANIZATION AS WELL AS TAMIL NADU SALT CORPORATION LIMITED**



**TENDER NO 10/FS/2024**

THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE ----- DAY OF ----- TWO THOUSAND EIGHT BY M/S. ----- hereafter called "Tenderer" (which expression shall where the context so admits mean and include their Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF ----- THE TAMIL NADU SALT CORPORATION LIMITED, a Government of Tamil Nadu Undertaking registered under companies Act, 1956 having its Corporate Office at IV Floor, LLA Building, 735, Anna Salai, Chennai 600 002 (which expression shall where the context so admits mean and include their Agents, Representatives, Successors-in-office and Assigns)

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs.----- for participation in the tender for supply of ----- in terms of specification No.-----.

AND WHEREAS the tenderer is exempted by the TNSC from payment of EMD in the form of cash, subject to the tenderer executing an undertaking to the value of Rs..... (Rupees .....) representing the amount equivalent to the amount of EMD specified to be paid to TNSC in the event of non-fulfillment of breach of any of the conditions of the tender by the tenderer as mentioned hereunder.

AND WHEREAS is consideration of the acceptance by TNSC of the above proposal. The tenderer has agreed to pay to TNSC the said amount of Rs. ----- in the event of:-

- (i) Withdrawing his tender before the expiry of the validity period, OR
- (ii) Withdrawing his tender after acceptance, OR
- (ii) Violating any of the conditions of the tender issued by the competent authority:

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the tenderer hereby both covenant with TNSC that in consideration of the "TNSC" waiving the condition of payment of EMD in cash in terms of the said specification, the tenderer has agreed to pay to TNSC Rs..... only) in the event of:

- (i) Withdrawing his tender before the expiry of the validity period.
- (ii) Withdrawing his tender after acceptance.
- (iii) Violating any of the conditions of the tender issued by the competent authority:

The tenderer (SSI Unit) also undertakes to pay an amount equivalent to EMD or an amount equivalent to the actual loss incurred, whichever is less, in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract, consequent on such breach of contract.

**TENDER NO 10/FS/2024**

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'tenderer' and the 'TNSC' hereinafter before used shall include their respect successors and assign in office.

IN WITNESS WHERE OF THIRU -----  
acting for and on behalf of the tenderer has signed this deed on the day, month and year herein before first mentioned.

**Signature**

**Name in block letters**

**Seal of the Company**

**In the present of witnesses:**

1. Signature  
Name & Address
  
2. Signature  
Name & Address



நெய்தல் உப்பு  
அயோடின் கலந்த  
கல் உப்பு

அயோடின்  
கலந்த  
உப்பு!



அறிவத்திறனை  
வளக்கும்  
உப்பு!

(GOVERNMENT OF TAMILNADU UNDER TAKING)  
CONTENTS 25 PKTS OF | NETT WT.: 25 Kgs.  
1 Kg.

தமிழ்நாடு உப்பு நிறுவனம்  
(தமிழ்நாடு அரசு நிறுவனம்)  
எல்.எஸ்.ஏ பில்டிங், 735, அண்ணா சாலை,  
சென்னை - 600 002.

☒ கொக்கிகளை பயன்படுத்தாதீர் ☒

NEITHAL SALT  
REFINED FREE FLOW  
IODISED SALT



(GOVERNMENT OF TAMILNADU UNDER TAKING)  
CONTENTS 25 PKTS OF | NETT WT.: 25 Kgs.  
1 Kg.

தமிழ்நாடு உப்பு நிறுவனம்  
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சென்னை - 600 002.

☒ கொக்கிகளை பயன்படுத்தாதீர் ☒