



E –tender Production of 27000 Tonnes of Industrial Grade salt in 71 beds by semi-mechanization method including charging, raking, scrapping, collection, hauling & heaping of scrapped salt in the centralized platform at MVSC, Valinokkam from 01.07.2024-31.03.2025

TENDER NUMBER : E7/TNSC/2024-25
ADVERTISED ON : 10.06.2024
LAST DATE FOR SUBMISSION OF TENDER TO THE FOLLOWING ADDRESS : 28.06.2024 By 3.00 P.M.
OPENING OF TENDER : 26.06.2024 At 3.30 P.M.

**TAMIL NADU SALT CORPORATION LIMITED
(A GOVERNMENT OF TAMIL NADU ENTERPRISE)
LLA BUILDING 4th Floor, 735, ANNA SALAI,
CHENNAI – 600 002.
AN ISO 9001:2015 COMPANY
Phone : 044-28418344/28517088
e-mail: mmktg@tnsalt.com
Website : www.tnsalt.com**

DETAILS OF THE TENDERER	
NAME:	
ADDRESS:	
CONTACT NO.	

CONTENTS OF e- 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 by the tenderer in token of acceptance of the terms and conditions.

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

Tender Name	Production of 27000 Tonnes of Industrial Grade salt in 71 by semi-mechanization method including charging, raking, scrapping, collection, hauling & heaping of scrapped salt in the centralized platform at MVSC, Valinokkam from 01.07.2024-31.03.2025
MODE OF TENDER	e-Procurement System(Online Part I–Technical Bid and Part II – Price Bid) through www.tntenders.gov.in
e-Tender No	TNSC/e-T.No.7/2024-25/Production by semi mechanization method.
Date of Notice of Inviting Tender(NIT) available to parties to download	From 10.06.2024 to 28.06.2024
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 www.tntenders.gov.in
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	28.06.2024
Date & Time of Opening of Technical Bid (Part-I)	28.06.2024 at 3.30 PM 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 in Online Portal and by email/Post

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 Officer/person
To be contacted :
2. Whether yours is a Proprietary/Partnership Company, (necessary deed/agreement / Memorandum and Articles of Association should be enclosed) or you are in individual contractor
3. Do you have previous experience in similar nature of work or such works involving mobilizing of sufficient labour force daily :
Furnish relevant documents for the same
4. Do you have previous experience? Furnish following details about your credentials :
 - a) Registered Class I of PWD contractor
 - b) Recent works executed
 - c) Works under execution :
 - d) Whether labour to be employed are local Or outsiders? Are they having experience in salt works in this project or other Project?**
 - e) Turnover of previous years at least for 2 years (year-wise) :
 - f) Any default for which action has been taken against you by TNSC or any govt. or private firm or local body?
 - g) Do you have any objection to our making enquiries from departments local bodies or / No, Yes
companies with whom you have taken up or executed contracts presently or in the past? If No, please write reasons in full (in a separate sheet)

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5. Evidence for your sound financial position so as to execute the work :
6. Whether you have furnished EMD as prescribed. :
7. G.S.T. and State Sales Tax Registration or TIN No. or PAN No. :
8. Your labour contract registration No. and EPF code:
9. Whether you have earlier received any order from TNSC for such type of work? Whether you have completed the work in time satisfactorily. Furnish Details of such order execution . :
10. Whether you have under taken such works for any other Government Departments or Govt. Companies if so furnish details. :
11. a) Whether you are in Income Tax Assessee? If so, please furnish copy of your latest Income Tax Clearance Certificate. :
- b) Please give PAN No. and photo copy of Pan. : If PAN is not available, Form 16 should be filed with this application .
12. Whether you have capacity to complete the work in time to keep up schedule of time :
13. Whether you are agreeable to abide by all the terms and conditions as prescribed in our tender conditions

:

SECTION – III
BID QUALIFICAION 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	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	Experience Tenderers should have minimum 2 years of experience in carrying out salt production in semi Mechanisation crystallisers in any major salt works. Should have experience of having produced 10000 MT of salt in any of the major salt works in any one of the last three years.	Copy of the experience certificate or work order copies or performance certificate from the salt manufacturer is to be enclosed.
3	EPF code The tenderer should be registered labour contractor and should possess EPF code. The document to the proof of the above should be enclosed	Document of proof of the EPF registration to be enclosed.
4	Turn over The Tenderer should have had an annual turnover of Rs.70 lakh in any one of the preceding three financial years.	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.
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 work of Production by semi mechanization method allotted to me will be carried out promptly and as per the instruction of the official concern. Besides, I will abide by the all the terms and conditions stipulated in the tender.

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 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. 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 with out 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 proof in eligibility for exemption from payment of EMD as specified in Clause -1 in a sealed outer envelope.

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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

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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 "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

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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 Technical 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) from a tenderer whose past performance/Vendor rating is not satisfactory.
- (g) not containing all required particulars as per schedule.

III. 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 Organisation.
- 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 licence 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 authorised by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorised 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 separately for material cost, transport charges, toll charges, loading charges, etc., 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 are to be uploaded only through Online Portal 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 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 **except in the event of revision/hike in the raw material price and other statutory levy**. 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.
- 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. OPENINGOFPRICEBID:

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) and to be uploaded online. The rate shall be quoted in Rs. per Tonnes which shall inclusive of all the cost at Valinokkam.
- 1.4 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 inclusive of GST per Tonne.
- 1.5 The rates in the Price Bid (excel) will be considered as all inclusive 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 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:

- 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/dealers of 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 adhoc 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,

11. mobilize all the earth movers equipment like tractor, Hitachi etc., and production tools like Iron rakers / wooden rakers and scrapping equipment are your responsible
12. The produced salt should conform to the following specifications,
 - * Calcium – 0.20 % Max (on dry basis)
 - * Magnesium- 0.40 % Max
 - * NaCl- 98.50 % Min
 - * Insoluble's- 0.3 % Max
 - * Moisture- 6.0 % Max
13. To maintain all the ridges, vehicle tracks, supply & bittern channels,
14. In the RCC pipes in the supply channels damaged by the contractor the same has to be replaced at his cost.
15. To maintain the Central platform and store the salt by proper heaping.
16. To rake all the 71 beds on daily basis to avoid hardening of the salt.

SECTION X

TERMS AND CONDITIONS

A. DIRECTION TO THE PARTY TENDERING

- a. Every tenderer is expected before quoting his rates to inspect site of work so that he will have personal knowledge of various items of work so as to enable him to determine the rates for various items as assessed to his satisfaction.
- b. The contractor may construct his shed for keeping safe the materials that may be issued by the Corporation for the execution of work along with his own materials. Necessary space required for the construction of shed will be allotted by the Corporation.

B. GENERAL CONDITIONS

1. The full and complete particulars of the work will be given to the contractors soon after the agreement is executed.
2. The contractor shall not assign or sub-contract the contract or any part thereof without the prior written approval of the Corporation.
3. The contractor or his authorized agent and his workers will be permitted to enter into the complex for carrying out the work so long as the agreement is existing.
4. The work should be completed within the prescribed time limit. The contractor shall be permitted to carry out the work as long as the agreement is alive. The work should not be discontinued for any reason.
5. At the time of execution of work, the contractor himself or his authorized agent should be present on the spot for supervising the work to ensure proper execution as per the terms and conditions of the agreement.
6. The contractor is fully responsible for, carrying out the work to the direction of the supervisor of the Corporation according to the

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contract, if any of his labourers goes beyond the limit and quarrels, or do any other misdeeds within the premises of the Corporation, the contract will be terminated without any notice therefore.

7. 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.
8. The Project Manager or any officers 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 work, actions will be initiated for the termination of the contractor.
9. The quantity of work executed shall be measured / weighed and payment made at suitable intervals (once in month) on completion of work under this agreement.
10. If there is slow progress, suspension of work or subletting the work for a portion thereof the work value of which excess Rs.2,500/- shall be terminated by giving 10 days notice.
11. The Project Manager. or any officer authorized may fine the contractor by not more than 5% of the value of the completed work for slow progress of work. However the Project Manager., in his absolute discretion, may waive or modify the fine imposed.
12. 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.
13.
 - a) Additional Security Deposit over and above the initial SD of 5% as applicable shall be collected from the contractor to whom the work is awarded according to the value of work in case production increases beyond the estimated production for the group to be assessed with every monthly bill.
 - b) The EMD/SD remitted by DD/Cash receipt as per the following details will not be returned until the work is completed in all respects.

The Project Manager may forfeit the above EMD/FSD for non-fulfillment of the terms and conditions of this agreement. However he may, in his absolute discretion, waive or modify the forfeiture so levied.
14.
 - a) A deduction of 1% of the value of work done as IT and credited to the Income tax Department.

- b) PAN is compulsorily required for payment of first bill or part thereof. Therefore, if Form 16 was filed at the time of tendering, PAN should be provided with one photocopy before submission of first bill by the tenderer.
15. a) The extra expenditure if any, over the above tendered amount, necessitated to be incurred on account of failure of the contractor to execute the work as per the terms and conditions shall be recovered from him.
 - b) Legal action may 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/SD.
 16. The decision of the Project Manager or any officers of Tamil Nadu salt Corporation Ltd. duly authorized on his behalf as to the rate of progress and quality of work shall be final and binding.
 17. The Contractor is responsible for complying with the provision of labour amenities in respect of labourers engaged by him.
 18. The contractors are fully responsible to comply with the relevant Rules and Acts pertaining to Labour.
 19. The Contractor should not stop the work in the event of any strike by other section workers or by his workers. He should continue his work and any such stoppage of work will be liable for penalty and loss, which will be collected from the Contractor.
 20. The specified quantum of work will be awarded to the lowest tenderer provided he is considered capable. If necessary, the lowest bid tenderer should undertake additional work of the same nature on payment of additional EMD and after executing necessary agreement.
 21. If the lowest tenderer is not forthcoming to execute the work, his tender deposit will be forfeited and he shall be reported for the authorities for contractual failure and blacklisting.
 22. The Corporation reserves the right to cancel any or all tenders without assigning any reasons therefor.
 23. The Corporation reserves the right to entrust the work to one or more Signature of the tenderer contractors according to requirement as decided by the Corporation.
 24. Work should be executed adhering to the conditions stipulated above and the general terms and conditions stipulated in the agreement executed.

25. The Managing Director reserves the right to reject any or all the tenders without assigning any reasons therefore and he has the right to split up the work and award to two or more tenderers. The decision of the Corporation in this regard will be final and binding.
26. DISPUTES
 - a) All matters relating to any dispute which may arise during the execution of the contract shall be referred to arbitration or to an arbitrator to be mutually agreed upon between the successful tenderer and the Tamil Nadu Salt Corporation Ltd. And in case of failure to agree the dispute shall be referred to two arbitrators, one to be appointed by the Tamil Nadu Salt Corporation Ltd. and the other by the contractors. The two arbitrators shall appoint an umpire. The decision of the arbitrator in the case of the former and that of the umpire in the case of latter shall be final and conclusive and binding on both of parties. The provisions of the Indian Arbitration Act, 1940 (Act 10 of 1940) and the Rules made there under and any statutory modification thereof shall be deemed to form part of this contract.
 - b) The venue of such arbitration or any litigation shall be at Chennai city only. Arbitration suits or any other claims filed in any Court of law outside Chennai city shall not be binding on Tamil Nadu Salt Corporation Limited.

C. SPECIAL CONDITIONS

27. The work should be commenced immediately on receipt of the work order and carried out as per the schedule prescribed.
28. The contractor shall maintain bunds, supply channels, bittern channels, roads, centralized platforms etc., within crystallizer layout and that if any of these are damaged or found defective, at any time, they shall be repaired at his own cost.
29. The contractor must have possession of all machineries for salt production activities like raking & scrapping equipment, JCBs, hitchi, tractors / tippers etc.,
30. The production should not get affected for non-availability of equipment / break down of the machineries
31. To control the quality of salt, samples will be drawn from scrapped salt / Lorries during transportation and also from the heaps then and there and analyzed. The contractor shall carry out necessary corrective measures depending upon the results of analysis. Composite samples will be collected and also analysed. If the salt doesn't conform the specification, Project Manager has

right to impose fine on the contractors.

32. Scrapped salt should be conveyed from respective crystallizers to central platform within 3 days of scrapping
33. Heaping of salt in central platform must be made such that rain water should not penetrate into it. The contractor is fully responsible to safe guard the heaps, any delay / fail in doing it will attract imposition of fine based on the report of TNSC officials
34. If transportation of salt is delayed by the contractor and loss is caused to the scrapped salt inside the crystallizers due to rains, the loss will be recovered from the contractor's bills at the rate of Rs.150/- (Rupees One Hundred and fifty only) (direct cost) per tonne. The loss calculated for this purpose by the Corporation shall be final.
35. The contractor is responsible to safeguard the salt stored in a centralized platform by covering the salt heaps with tarpaulins, by forming proper drainage to deplete excess rain water etc.,. The contractor should not claim the loss of salt.
36. If any delay is observed during the work, the Corporation shall make alternative arrangements for carrying out and completing the operations in time. In such cases, the actual expenditure incurred will be recovered from the contractor's bill besides imposition of penalty as per the terms and conditions.
37. It should also be ensured that contamination of earth is avoided to minimize insoluble in salt, while carrying outworks.

D. SECURITY DEPOSIT(SD):

A deduction of 5% of the value of work done by the contractor from every running in respect of the contract shall be made as security Deposit.

The security deposit will be forfeited, if the successful tenderer failed to despatch the consignments as per the schedule prescribed.

E. PAYMENT TERMS:

Bill will be prepared once in a month based on quantity conveyed from crystallizer area to central platform. Gate pass will be issued to each & every trips after weighing the quantity in Weigh Bridge.

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

F. Other Conditions:

- (i) Contractor should have license under the CL (R&A Act and should have code no under EPF act & ESI Act.
- (ii) Contractor should furnish labour deployment plan for carrying out the work allotted to him without any backlog. For the work for which the quote is made, the tenderer has to give his labour deployment with time schedule indicating the minimum and maximum turn out per day.
- (iii) The contractor should not engage any child labour or old aged people and if engaged action will be taken as per the Labour Act.
- (iv) Schedule will be prescribed for providing periodical payments to the workers to enable TNSC to monitor EPF payments of the contractor or to deduct and pay the amount to EPF by TNSC.
- (v) Logistics arrangement: The contractor shall make all arrangements on his own mobilizing the workers to the work spot and for their stay. Corporation will provide necessary space for construction his own tent or temporary shelter for the stay of workers, if required.
- (vi) The Corporation has nothing to do with the contract workers and it is for the contractors to employ his men of his choice conforming to labour law e.g. child labour (R&A) Act or Sec. 67 of the Factories Act. He should also follow the states policy of giving preference to the local people in the matter of employment.
- (vii) The contractor alone is liable for implementation of all the labour laws and the Corporation is not responsible for the employees of the contractor. The Corporation will have dealings only with the contractor with in the provisions of this agreement.
- (viii) The tendered rate will be in acceptance for the period of contract 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.

SECTION – XI

PRODUCTION QUANTITY BY SEMI MECHANISATION WITH OTHER ORGANIZATION AS WELL AS TAMIL NADU SALT CORPORATION LIMITED

PRODUCTION QUANTITY:

Sl. No.	Order No.& Date	Name of the customer	Quantity of the order obtained	Quantity Produced

SECTION – XII

UNDERTAKING IN LIEU OF EMD

(To be furnished in non-judicial stamp paper of value not less than Rs.80/-)

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:

TENDER NO.7 /TNSC/2024

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.

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

SECTION XIII**PART: B PRICE BID**

1. Name of the Tenderer :
2. **Description of work** : Production of 27000 Tonnes of Industrial Grade salt in 71 beds which including 41 beds in 2200 acres and 30 beds in 80 acres area by semi-mechanization method including charging, raking, scrapping, collection, hauling & heaping of scrapped salt in the centralized platform at MVSC, Valinokkam from 01.07.2024-31.03.2025
3. EMD :Rs.1,00,000/-

SL. No.	Quantity	Name of the work	No of Beds allotted	Unit	RATE IN Rs.	
					Figures	Words
1.	27000 MT	Production of 27000 Tonnes of Industrial Grade salt in 71 beds including 41 beds in 2200 acres and 30 beds in 80 acres area by semi-mechanization method including charging, raking, scrapping, collection, hauling & heaping of scrapped salt in the centralized platform at MVSC, Valinokkam (Excluding GST 18%)	71nos (2200 acre 41 beds and 80 acre 30 beds)	One Tonne		

The validity of the above rate is for one year from July 2024 to March 2025

I/We have read all the terms and conditions stipulated in the tender schedule and subsequent amendments and satisfy myself/ourselves before quoting and agree to abide by all the terms and conditions in to.

STATION:

Signature :

DATE:

Name in block letters :

Seal of the Company :