



e- Tender for Transportation of raw salt including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises / Salt Refinery at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District for the for the year 2024-25

TENDER NUMBER : E5/TNSC/2024-25

ADVERTISED ON : 10.06.2024

LAST DATE FOR SUBMISSION OF TENDER TO THE FOLLOWING ADDRESS : 27.06.2024By 3.00 P.M

OPENING OF TENDER : 27.06.2024 At 3.30 A.M.

VENUE OF OPENING TENDER : At the following Office

**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	e- Tender for Transportation of raw salt including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises / Salt Refinery at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District for the for the year 2024-25
MODEOFTENDER	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.5/2024-25/Transportation of raw salt from site to FS plant/salt refinery
Date of Notice of Inviting Tender (NIT) available to parties to download	From 10.06.2024 to 27.06.2024
Earnest Money Deposit (EMD)	Rs 30,000/-(Rupees Thirty thousand 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	27.06.2024
Date & Time of Opening of Technical Bid (Part-I)	27.06.2024 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

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 to be contacted :
2. Whether you are a Proprietary concern/
Partnership Firm, necessary certificate
deed/ agreement should be enclosed :
3. In case of Company :
 - a. No. and Date of registration :
 - b. Name of Directors
.
 - c. Attach a copy of the Articles of
Association and Board Resolution
authorizing the transaction
4. Whether you are a SSI Unit /NSIC Firm, :
the presently valid certificate must be
Notarized by a Notary public (or) attested
photocopy to be furnished.
5. Whether you have furnished EMD as :
prescribed. If so, please furnish the details.
In case of exempted please mention
category of exemption
6. Location and full address of your office :
7. Whether you have previous experience in :
transportation of goods to any
reputed Companies/Government
organizations, etc for at last two years. If
so, furnish the relevant details.
8. Whether you are willing to abide by the :
terms and conditions of tender

9. Whether you are financially sound to :
execute the contract for a value of
Rs.35 lakhs. Furnish solvency certificate/
bank guarantee/certified copy of balance
sheet and profit and loss account certified
by Chartered Accountant shall be enclosed
as proof for evidence.

10. G.S.T. and PAN No. :

STATION :

DATE :

SECTION - III**Bid Qualification Requirements**

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

S no	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	Remittance of EMD	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 loading and transportation work through tipper lorries. Should have experience of having transported 5000 MT of goods in any of the major industries in any one of the last three years.	Copy of the experience certificate or work order copies or performance certificate from the client is to be enclosed.
3	Tenderer should have a minimum of 2 numbers of tipper lorries of 10 MT capacity on own or on lease agreement basis	a. Copy of RC book b. Copy of current Insurance c. Copy of fitness certificate and valid permit d. Copy of tie up agreement for each vehicle for a period of minimum 24 months in Rs, 100 judicial stamp paper.
4	Turn over The Tenderer should have had an annual turnover of Rs.30 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.
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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 declare that the particulars furnished by us in this offer are true to the best of my/our knowledge and we understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may due to the above.

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

Date:

Signature

Place:

Name

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. 30,000/-** (Rupees Thirty thousand only)

2. The EMD will not carry any interest:
3. All the bidders are required to pay EMD of **Rs. 30,000/-** (Rupees Thirty thousand 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

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

SECTION –VII

REJECTION OF TENDERS:

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

SECTION – VIII

INSTRUCTIONS TO TENDERERS

1. GENERAL:

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

2. SUBMISSION OF e- TENDER:

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

2.1 General Instructions:

- a. The Tender proposes two stage system viz.(1)Technical Bid
and
(2) Price Bid. The first stage enables TNSC to know whether the
Tenderer
is technically competent and capable of executing the order.
Only those who qualify in the first stage would be eligible to
take part in the second stage viz. Price Bid. The Price Bid of
Tenderers who failed in the first stage will not be opened.
- b. Both the Technical and Price Bids should be submitted in
Online Portal www.tntenders.gov.in.
- c. In Technical Bid–Documents listed in the Clause no 1.2 shall be
closed.
- d. In Price Bid – The firm rates alone are to be quoted in the
Excel Format and to be uploaded online.

2.2Details to be uploaded in the Technical Bid:

- a) Details of E-Remittance / DD towards EMD Amount. In case of DD,
the original should be submitted to the Tender Inviting Authority
before opening of the Technical Bid, otherwise bid will be treated as
non-responsive.
- b) If the bidder is claiming EMD exemption, a copy of valid MSME /
NSIC certificate to be furnished in accordance with Clause no 9.ii.
- c) Certificates of proof to show successful execution of similar type of work
earlier.
- d) Profile of the Bidding Organization.
- e) Certificate of Conformity from the tenderer stating that all the
terms and conditions of the tender have been fulfilled.
- f) The bidder should furnish the location with addresses and license
details of the factory / Dealership from where the company intends
to manufacture and supply of Polypropylene Woven Bags.
- g) The tenderer shall furnish as part of the bid, documents
establishing the tenderers' eligibility to bid and their qualifications
to perform the contract if their bid is accepted.
- h) All the required documents for Eligibility Criteria and other

documents wherever insisted in the tender.

- i) The Tenderer should have the financial, technical and production capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of Tamil Nadu Salt Corporation

2.3 Signing of Bids

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

2.4 Details to be uploaded in Price Bid portal:

- a) **Firm Prices must be quoted only in the PRICE BID (excel format) 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 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.
- b) Enclosing all the pages of the Tender document including Annexure, Amendments if any duly signed by affixing seal in all the pages.
- c) Compliance with the Eligibility Criteria indicated in Section III.
- d) The performance of the previous contract will be considered for evaluation. In case the performance of the bidder in any of the last **3** years contract was found to be non-satisfactory their bid will be rejected outright.
- e) TNSC at its discretion may seek bonafide clarification /obtain additional details/ documents from the bidders, if it is required for the purpose of evaluation. The Tenderer should submit the required documents/clarification within the specified time

otherwise their bid will be rejected outright.

8. OPENING OF PRICE BID:

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

9. PRICE BID EVALUATION CRITERIA

- 1.3 The bidder should quote their rate only in the Price bid (excel) and to be uploaded online. The rate shall be quoted in Rs. per Tonne Plus GST will be extra towards transportation of raw salt 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 exclusive of GST per Tonne.
- 1.5 The rates in the Price Bid (excel) will be considered as exclusive rates even if the bidder has not quoted the correct GST rate / left blank in the respective column of the Price Bid (excel).
- 1.6 In case of any arithmetical errors in the 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 sole 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 think 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 think fit.

- b. The Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- c. Firms which have failed to 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. The tenderer will be provided a price preference of fifteen percent for domestic small scale Industrial Units and ten percent for the Public Sector Undertaking of the Government in respect of products and quantities manufactured by them as provided under rule 14 after sub rule (7) of the Tamil Nadu Tender Transparency Act 1998 and rules framed there under rule 2000.
- h. 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.
- i. "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
TERMS AND CONDITIONS

I. INSTRUCTIONS TO THE PARTY TENDERING

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

II. GENERAL CONDITIONS

1. The estimated approximate quantity of salt from the pan area to FS Unit in MVSC, Valinokkam to be transported during the year 2024-25 is 40,000 tonnes.
2. The Contractor shall not assign or sub-let 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 until the agreement is alive. All the workers engaged by the contractor should be issued with the ID card and the names of the workers informed to Project Manager.
4. The work should be carried out with the entire satisfaction of the PM or the official concerned and completed within the prescribed time limit. The Contractor shall be permitted to carry out the work until the agreement is alive.
5. At the time of execution of work, the Contractor himself or his authorized agent should be present in the spot for supervising the work to ensure proper execution as per terms and conditions of the agreement.
6. The Contractor is fully responsible for the discipline of labourers engaged by him. If any of his labourers goes beyond the limit and quarrels, unnecessarily without supervising Officers/Staff, the contract will be terminated without any notice.
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 Officer of the Tamil Nadu Salt Corporation Ltd. duly authorized may put an end to this agreement at his option at any time and in the case of bad works, actions will be initiated for the termination of the contract.
9. The transportation of salt will be weighed at our Weigh Bridge. Based on the weight, bills will be prepared on monthly basis for effecting payment.
10. The Contractor is responsible for employing with the provision of labour amenities in respect of labourers engaged by him.
11. 11. The Contractor should make necessary agreement for deducting of EPF as per EPF Act in respect of the workers engaged by him. For any failure in adoption of EPF rules, the contractor will be personally responsible.
 12. The Contractor should not stop the work in the event of any strike by other section works or by his workers. He should continue his work and any such stoppage of work will be liable for penalty and loss, if any will be collected from the contractor.
 13. If necessitated, the contractor should undertake additional work of the same nature on payment of additional EMD and after executing the supplemental agreement.
 14. The agreement shall be entered into with the Corporation within 7 days from the communication of the acceptance and that within this period the security deposit shall be paid in full. If the contractor backs out from executing the work after entering into agreement, the contract will be terminated and his EMD forfeited besides including his name in the black list.
 15. The decision of the Project Manager or any Officer of Tamil Nadu Salt Corporation Ltd. duly authorized on his behalf as to the rate of progress and quality of work shall be final.

III. Security Deposit:

1. Successful tenderer should remit 2% of value of order as Security Deposit and enter into an agreement
2. The Security Deposit will be forfeited if the successful tenderer failed to carry out the work as per the requirement.
3. 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.
4.
 - a) Further Security Deposit over and above the EMD will be collected from the contractor to whom the work is awarded according to the value of agreement (2% of the total value of agreement.
 - b) The EMD of Rs.30,000/- remitted by the contractor will be adjusted against the Security Deposit and the same will be refunded after the completion of the contract.

5. Applicable deduction towards Income Tax will be made from each bill towards the Income Tax/Surcharge and credited to the Income Tax Dept. Applicable service tax would be levied extra.
6. In every running bill 5% of the value will be deducted towards Security Deposit until such deductions along with EMD/FS make upto a total of 7% of the value of work done to ensure proper execution of the remaining work under the contract. This deduction will not be made in the final bill. The amount so with-held shall not bear any interest. The amount deducted will be related after settlement of final bill.

IV. Liquidated Damages:

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

V. SPECIAL CONDITIONS

1. The tenderer should engage Tipper Lorries with 10 tonnes capacity or above for adequately manned conveying raw salt so as to ensure quick and timely transport of salt. He should enclose necessary documentary evidence (Xerox copy) along with the tender in proof of the possession of Tipper Lorries and produce the original documents for verification before entering into agreement.
2. The work should be commenced immediately on receipt of the work order and carried out as per the schedule prescribed.
3. The salt should be conveyed from the heap/platform that may be specified by the Staff/Officer concerned after confirming the quality.
4. All the materials required (scraping pads, baskets, spades etc.) shall be purchased and used by the contractors themselves.
5. While loading the salt into Tipper Lorries, due care should be taken to avoid contamination of insoluble/lumps/wasting and spilling of salt.
6. Each and every Tipper Lorries will be weighed for the actual quantity

transported. In the event of non-functioning of our Weigh Bridge, the trucks will be weighed at the nearby private weigh bridge.

7. Proper Gate Pass will be issued for each and every trip and the bill will be prepared based on the Gate Pass only. The Contractors should keep his copy of the Gate Pass safe for verifying the billed quantity of his satisfaction.
8. The salt transported should be unloaded only in the space specified therefore.
9. The contamination insoluble should be avoided at unloading point.
10. The Tipper Lorry should not be allowed to ply on the drying yard on any account. Generally utmost care should be taken in handling the Tipper Lorry into office premises to avoid damages to any of the Corporation property. If any damage is noticed, the loss are fixed by the PM will be recovered from the contractor's bills.
11. If the transport of salt is not performed as per the schedule and any excess expenditure is caused for transporting salt on account of the contractors non-compliance of the terms and conditions, the Corporation reserves the right to recover such excess amount from the contractor. This shall be in addition to any liquidated damages payable under this contract.
12. The Corporation reserves the right to make alternative arrangements for supply of salt from the stock yard to FS plant or the Salt Refinery, if the contractor does not comply with the work schedule.
13. The transported salt will be consumed then and there. Whenever necessity arises, the contractor should heap the supply salt as per the directions given by the Staff/Officers of FS Unit.
14. The salt heaps should be formed with a height not less than 5 meters.
15. The contractor should use only tipper lorries to transport salt and should not engage tractors and trailers.
16. The contractor should use side covering in the tipper lorries to avoid spillage of the salt while on transport.
17. The transportation of salt should not be stopped for any reasons especially for want of loading labour, want of diesel or funds etc.
18. The contractor should ensure salt transportation as per the time schedule given by the Project Manager according to the need of raw salt in the Fortified salt unit.
19. The contractor should made his own arrangements to load the salt from the fresh salt heaps or old heaps as per the advice of the field officers and no extra amount will be allowed for old heap salts.

VI. PAYMENTS TERMS

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

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

VII. REVISION OF TENDERED RATE:

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

8. 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.

9. CORPORATION NOT BOUND BY PERSONAL REPRESENTATIONS

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

10. 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.
- a. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, either partners, agents or servants to any officer, servant or representative of the Corporation for obtaining or for the execution of this or any other contract for receiving payments under the contract shall in addition to the criminal liability he may incur, subject the tenderer to cancellation of this any other contracts and also to payments of any loss

resulting from any such cancellation to the like extent as provided in the case of rejection on the ground of bad quality supply and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the 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.

11. 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.

12. CHANGE IN CONSTITUTION:

- a. Where the supplier is a partnership firm, a new partner shall not be introduces 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.

13. FORCE MAJEURE CONDITIONS:

- a. If at any time during the continuance of the agreement/contract it becomes impossible by reasons of war or war like operation, strikes, lockouts, riots, civil commotions, epidemical sickness pestilence, earthquake fire, storm or floods the supplier shall during the continuance of such conditions not the bound to execute the contract as per agreement/contract. The work shall be resumed immediately the contingency has ceased or otherwise determined and supplier's obligations shall continue to be in force for correspondingly extended period after the resumption by Registered Post about such acts duly certified by the District Collector of the District Concerned about the beginning and end of the above causes of delay within the (10) days of occurrence and cessation of such Force Majeure conditions.

- b. In the event of delay lasting over one month if arising out of causes of Force Majeure, the Corporation is entitled to cancel the contract without being liable to pay any compensation.
- c. Only events of Force Majeure, which affects the order progressing at the time of its occurrence, shall be taken into cognizance. The Corporation shall not be liable to pay extra cost due to delayed 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 one of the reasons herein after stated, the Corporation reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract if it is beyond its control to accept the supplies. No compensation shall be payable to the supplier in the event of any such circumstances/ reasons occurring.

“Strike, lockout, accumulation of stocks or non-availability of storage space or any other natural calamities which effect the production in the Factory.

14. 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 conclusive of the supplier having been duly informed.

15. DISPUTES:

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

16. GST:

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

17. 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.

18. LAWS GOVERNING THE CONTRACT:

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

19. SALES CONDITIONS:

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

20. QUANTITY:

Approximate quantity to be transported during the contract period is 40000 MT

SECTION – X

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

PER MONTH:

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

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 TWENTY FOUR 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.

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

PART: B PRICE BID
Tender No. E5/TNSC/2024-25

Name and address of the:
Tenderer

Name of the work : Transportation of around 35,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit / Salt Refinery at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District from July 2024 to March 2025.

E.M.D. : **Rs.30,000/- EMD remittance reference :**

Contract period : **01.07.2024 to 31.03.2024**

Sl. No.	Approx. Quantity	Name of the work	Unit	Rate Quoted in	
				Figures Rs.	Words (Rupees)
1.	35,000 Tonnes.	Transportation of around 35,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit / Salt refinery at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District for the for the year 2024-25.	1 Tonne		
		GST @			
Total					

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

STATION: Signature :

DATE: Name in block letters :

Seal of the Company :