

## THE STATE TRADING CORPORATION OF INDIA LTD. (A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY) NO. 301 TO 314, 3<sup>RD</sup> FLOOR, TRADE WORLD, 'C' WING, KAMALA MILL, SENAPATI BAPAT MARG, LOWER PAREL (WEST), MUMBAI – 400 013

Ph:- (022) 24926245, Fax No. (022) 24902411/24955264 Website: www.stc.gov.in, E-mail: mumbai@stc.gov.in

TENDER NO.: STC/MUM/JUTE/2016-17/03 Dated 01.08.2016 for SUPPLY OF 50 KG 'B' TWILL NEW BALE GUNNY BAGS

Closing at: 1200 Hours of 03.08.2016 Opening at: 1230 Hours of 03.08.2016

STC invites Limited Quotations/Offers from our Empanelled Associate Suppliers/Manufacturers of Jute Bags for supply of 50 Lakhs Nos. of 50 KG 'B' Twill New Bale Gunny Bags (as per B.I.S. specification) to Tamil Nadu Civil supplies Corporation (TNCSC), Chennai, against their Tender No. BS4/28206/2016 dated 09.08.2016, under Back to Back arrangement.

TNCSC's Tender document is enclosed herewith and it forms an integral part of STC's Tender document. All the terms and conditions of TNCSC's Tender shall be accepted and applicable on the Associate supplier in toto. The Associate Suppliers shall be fully liable to comply with all the terms and conditions of TNCSC's Tender.

The proposed supply of Gunny Bags to TNCSC will be as per terms of our Expression of Interest Floated on 24.05.2013, which has duly been accepted by Empanelled Suppliers and as per STC's existing salient terms, conditions, procedure etc. for similar business/supply to other Buyers.

Interested Associates are requested to submit their most competitive offer to STC as per the following:-

1	QUANTITY	50 Lakhs Nos. of 50 KG 'B' Twill New Bale Gunny Bags (as per B.I.S. specification).
		The minimum quantity to be quoted by the tenderer should not be less than 25,00,000 pieces.
2	SPECIFICATION	As per Annexure-A (Table-I & II) of TNCSC's Tender.
3	VALIDITY OF OFFERS	The offers to be kept valid for acceptance of STC upto 1700 hours of 07.12.2016

1	COST OF TENIDED	Tondonou to donosit Do. 21.92.550/ to STC2
4	COST OF TENDER DOCUMENT AND EMD	Tenderer to deposit Rs. 31,83,550/- to STC's account towards Cost of Tender document and EMD, as per following banking details:-
	Little	INDUSIND BANK LTD. OPERA HOUSE BRANCH, INDUSIND HOUSE 425, DADASAHEB BHADKAMKAR MARG, MUMBAI 400 004. A/C NO. 200999555639 IFS CODE NO. INDB0000001 SWIFT CODE: INDBINBBB00
		The amount should be remitted to STC's account before 1200 Hours of 03.08.2016.
		EMD amount of Bidders not qualifying against the Tender shall be returned. No Interest shall be payable on the EMD amount by STC/ End Buyer.
5	SECURITY DEPOSIT	In case, Supply Order is awarded on STC by TNCSC, successful Tenderer shall have to remit Security Deposit of 5% of the total value of the cost of the quantity ordered for supply to STC's account. EMD deposited at the time of participation in Tender shall be adjusted towards the Security Deposit.
6	TECHNO COMMERCIAL BID	Following documents to be submitted as part of "Techno Commercial" Bid:-
		<ul> <li>(a) Proof of submission of Rs. 31,83,550/- to STC's account towards Cost of Tender document and EMD.</li> <li>(b) Xerox copy of the Gunny manufacturing licence valid up to date.</li> <li>(c) Duly attested Photocopy of the certificate of Registration as a firm for 3 financial years covering 2012-2013 to 2014-2015 under VAT / CST Act duly renewed up to date with TIN number.</li> <li>(d) Documentary evidences for having executed and supply completion orders either to the TNCSC or to any other Government or Quasi Government or Co-operative institutions or any Public Sector Undertakings to whom supplies of 'B' Twill New bale gunnies have been made in the past three years (2012-2013 to 2014-2015).</li> <li>(e) Annual turnover statement for the last 3 financial years covering from 2012-2013 to 2014-2015 in the format given in Annexure-I duly certified by the Auditor. Tenderer shall have average annual turnover of not less than Rs.5,00,00,000/-(Rupees five Crore only.</li> <li>(f) Copies of the latest Assessment orders under the State General Sales Tax Act and/or under the central Sales Tax.</li> <li>(g) Copy of Trading, Profit and loss account and balance sheet and Income tax return submitted for the last 3 financial years duly certified by the Auditor. (2012-2013 to 2014-2015).</li> </ul>

		<ul> <li>(h) Documentary evidence in support of production capacity. The production capacity should be a minimum of 5000 tonnes of Jute goods per annum.</li> <li>(i) Certificate for not having black listed either by TNCSC or by any other Government undertakings in the format given in Annexure-II of TNCSC's Tender document.</li> <li>(j) Declaration form duly signed by the tenderer as in the Annexure-III of TNCSC's Tender document.</li> <li>(k) Copy of STC's and TNCSC's Tender document duly signed and stamped on each page as a token of acceptance.</li> <li>(l) The tenderer to submit five samples of 50 Kg. Capacity 'B 'Twill New bale gunny bags to be supplied by them duly stenciled in indelible ink branded with the name of the Jute Mill. The Gunny samples should also satisfy BIS specification as per IS 12650/2003 and amendment thereon.</li> </ul>
7	PRICE BID	The tenderers to quote price/rates on the basis of "open price" for 50 kg 'B' twill new bale gunnies against 'C' Form.
		Prices to be quoted on Company's Letter Head clearly in Figures and Words on FOR destination basis as per Annexure-B Part-II of TNCSC's Tender document and should be inclusive of printing, loading, unloading charges, VAT, Service tax, transit insurance or any other charges/taxes and inclusive of STC's Trading Margin of 1% etc.
		The proposed sale to STC will be under Transit sale basis against "C" Form and Bidder will be required to submit to STC E-1 Form as per extent rules of Commercial Tax Department.
8	SUBMISSION OF OFFERS	<ul> <li>a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by 03.08.2016/1200 Hours under Two Bid system i.e. Techno Commercial Bids and Price Bid.</li> <li>b) Techno Commercial Bids shall be opened on 03.08.2016/1230 Hours. Price Bid of only Technically qualified tenderers shall be opened.</li> <li>a) Bids shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure).</li> <li>b) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (http://eprocure.gov.in/eprocure) using Class-II/Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms &amp; conditions mentioned during registration process.</li> <li>c) The financial instrument such as Tender Fees, Tender Processing Fee etc. must be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.</li> </ul>

	<ul> <li>d) Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 6 above.</li> <li>e) Bidders are advised in their own interest to submit the online bids well before the bid submission end date &amp; time (as per Server System Clock of CPP).</li> <li>f) A bidder may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.</li> <li>g) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.</li> <li>h) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.</li> <li>i) STC may ask the bidders to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.</li> <li>j) For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.</li> </ul>
9 OTHER TERMS AND CONDITIONS	<ul> <li>a) No bids shall be accepted in hard copy or in any other form.</li> <li>b) Conditional offers will be rejected summarily.</li> <li>c) Subletting of order will not be allowed.</li> <li>d) STC reserves the right to accept or reject any one or all the Bids/Offers in part or full without assigning any reason thereof.</li> <li>e) On receipt of confirmation on acceptance of STC's Tender Bid from prospective Buyer, STC will enter into a Back to Back Agreement with the Bidders/Back to Back Associate Supplier and all the terms &amp; conditions of respective Supply Order/Purchase Order of STC's Buyer will be binding on the part of Associate in full.</li> <li>f) In addition to signing of subject Back to Back agreement, a complete set of Terms and Conditions of STC's Buyer/Tenderer and Purchase/Supply Order will be provided to the Associate Supplier for acceptance of its terms &amp; conditions in total including penalty for strict compliance and no deviation of whatsoever nature will be entertained by STC.</li> <li>g) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC on websites i.e. www.stc.gov.in, www.eprocure.gov.in or www.tenders.gov.in</li> <li>h) All disputes/litigations arising out of this Tender on any civil remedy for non-fulfilment of terms and conditions of Civil Courts at Mumbai city only.</li> </ul>

We look forward to your most competitive offer within stipulated date and time schedule.

TENDER DATE :09.08.2016



# TENDER DOCUMENT FOR THE PURCHASE OF 50,00,000 Nos. of 50 KG 'B' TWILL NEW BALE GUNNY BAGS

## TAMIL NADU CIVIL SUPPLIES CORPORATION HEAD OFFICE: NO.12, THAMBUSAMY ROAD: KILPAUK: CHENNAI-600 010

COST OF TENDER FORM: Rs 1050 (COST: Rs 1000.00 + VAT 5% Rs.50.00)

(POSTAL CHARGES Rs.200/- extra)

SL.NO.

Ref.No: BS4/28206/2016

TAMIL NADU CIVIL SUPPLIES CORPORATION (A GOVERNMENT OF TAMILNADU UNDERTAKING) 12, THAMBUSAMY ROAD, KILPAUK, CHENNAI-600 010. PHONE NO.044 - 26426773-6 / FAX 044 - 26401969

Email: tncsc@tn.nic.in

## TENDER FOR THE PURCHASE OF 50 KG 'B' TWILL NEW BALE GUNNIES

SCHEDULE PERIOD September 2016 25 LAKH

October 2016 25 LAKH

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TOTAL 50 LAKH

QUANTITY PROPOSED TO BE PURCHASED - 50 (FIFTY LAKH ONLY)

LAST DATE FOR SALE OF TENDER FORM - ON ALL WORKING DAYS AND UPTO 11.00 A.M. ON 09.08.2016

LAST DATE FOR RECEIPT OF TENDER - UP TO 11.30 A.M. ON 09.08.2016

DATE OF OPENING OF PART-I Cover - AT 12.00 NOON ON 09.08.2016 (TECHNICAL AND COMMERCIAL OFFER)

DATE OF OPENING OF PART-II Cover - Date will be intimated later. (PRICE BID)

VENUE- AT CONFERENCE HALL OF TNCSC , HEAD OFFICE, CHENNAI-10  $\,$ 

## TAMIL NADU CIVIL SUPPLIES CORPORATION, HEAD OFFICE, NO.12, THAMBUSAMY ROAD, KILPAUK, CHENNAI-600 010.

Rc.No.BS4/28206/2016 Da		Dated:
То:		
Sir,		
	Sub: Purchase of 50 KG Capacity 'B' Twill New	Bale Gunny Bags –

Tender called for – Reg.

Ref: Tender Reference Rc.No. BS4/28206/2016.

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Sealed tenders are invited from 'A' and 'B 'Group 'B' Twill Jute **Gunny Manufacturers** Mills for the supply of 50 (Fifty lakh only) LAKH pieces of 50 Kg Capacity 'B' Twill New Bale Gunny bags as per BIS specifications to T.N.C.S.C., for the packing of food grains.

Tender should be submitted in Two parts in original [Part-I cover and Part-II cover]. The Part-I cover should contain the technical and Commercial offer and Part-II cover should contain Price offer in the prescribed Tender documents duly signed by the tenderer in each page in token of agreeing to the terms and conditions. The outer envelope should be superscribed as "Tender for supply of 50 KG Capacity 'B' Twill New Bale Gunny Bags". Accordingly, the Part-I and II covers should also be marked on the Top of the each cover with the firm name and address of the Tenderer.

The Tender in Part-I cover should contain the following:

- a) Earnest money deposit in the form of Demand Draft for Rs.31,82,500/- (Rupees thirty one lakh eighty two thousand and five hundred only) drawn on any of the Nationalised Bank / Scheduled Bank payable at Chennai in favour of "TAMIL NADU CIVIL SUPPLIES CORPORATION." (Tender not covered by requisite Earnest Money Deposit will summarily be rejected).
- b) Tender form may be purchased by any interested eligible person / firm on written requisition from the office of the Managing Director, TAMIL NADU CIVIL SUPPLIES CORPORATION , Chennai-10 on payment of Rs.1050/- (Rupees one thousand fifty only) (inclusive of Taxes) either in person or if required by Courier / Post on payment of Rs.1250/- (Rupees one thousand two hundred and fifty only) in the form of Demand Draft / Banker's cheque drawn on a Nationalised Bank / Scheduled Bank in favour of 'TAMIL NADU CIVIL SUPPLIES CORPORATION , Chennai-10' payable at Chennai.
- c) Alternatively, the tender document can be downloaded from www.tncsc.in.gov.in / www.tenders.tn.gov.in, at free of cost.
  - d) Xerox copy of the Gunny manufacturing licence valid up to date.
- e) Duly attested Photocopy of the certificate of Registration as a firm for 3 financial years covering 2012-2013 to 2014-2015 under VAT / CST Act duly renewed up to date with TIN number.

- f) Documentary evidences for having executed and supply completion orders either to the TNCSC or to any other Government or Quasi Government or Co-operative institutions or any Public Sector Undertakings to whom supplies of 'B' Twill New bale gunnies have been made in the past three years (2012-2013 to 2014-2015).
- g) Annual turnover statement for the last 3 financial years covering from 2012-2013 to 2014-2015 in the format given in Annexure-I duly certified by the Auditor. Tenderer shall have average annual turnover of not less than Rs.5,00,00,000/-(Rupees five Crore only)
- h) Copies of the latest Assessment orders under the State General Sales Tax Act and / or under the central Sales Tax
- i) Photostat copy of Trading, Profit and loss account and balance sheet and Income tax return submitted for the last 3 financial years duly certified by the Auditor. (2012-2013 to 2014-2015).
- j) Documentary evidence in support of production capacity. The production capacity should be a minimum of 5000 tonnes of Jute goods per annum.
- k) Certificate for not having black listed either by TNCSC or by any other Government undertakings in the format given in Annexure-II duly attested by the tenderer.
  - 1) Declaration form duly signed by the tenderer as in the Annexure-III.
- m) Tender conditions in original duly signed by the tenderer in each page including the specifications agreeing to abide by the various terms and conditions as stipulated by the TNCSC along with seal of the company.
- n) The tenderer should submit not less than five samples of 50 Kg. Capacity 'B 'Twill New bale gunny bags to be supplied by them duly stenciled in indelible ink branded with the name of the Jute Mill. The Gunny samples should also satisfy BIS specification as per IS 12650/2003 and amendment thereon.
- o) Checklist as in Annexure-IV (A) for the list of documents enclosed. The documents shall be serially arranged in the order of Checklist and shall be securely tied or bound. The page number in which the requisites are available should be indicated in the check list.

The part II cover should contain the following.

- a. Covering letter as prescribed
- b. Price offer as in Annexure B
- c. Check list as in Annexure IV(B)

The rates should be quoted on the basis of "open price" for 50 kg 'B' twill new bale gunnies.

Part-I and II should be sealed separately and both the sealed covers shall be kept in an outer envelope superscribed as "Tender for the supply of 50 KG 'B' Twill New Bale Gunny bags" and the same should reach the Managing Director, Tamil Nadu Civil Supplies Corporation, Head Office, No.12, Thambusamy Road, Kilpauk, Chennai-600 010, before **11.30 A.M. on 09.08.2016** 

Part-I cover containing specification and Commercial terms, will be opened first at 12.00 NOON on 09.08.2016 in the Conference Hall of TNCSC, Head Office, Chennai-10 in the presence of the tenderers / Representatives of the organisation who participates in the tender opening ceremony.

Part-II Cover submitted by the tenderers those who satisfy the criteria laid down by TNCSC in Part-I cover will be opened on some other day that too after getting analytical report from a reputed Lab/National Test House, Tharamani, Chennai on the point whether the samples of 50 Kg. capacity "B" Twill N.B. Gunny produced by the tenderers do conform to the specification indicated in Annexure - A (Table - I).

If the date fixed for opening the tender happens to be a holiday, sealed tenders will be received upto 11.30 A.M. on the next working day and it will be opened 12.00 NOON on the same day.

The minimum quantity to be quoted by the tenderer should not be less than 25,00,000 pieces.

The TNCSC is very keen in purchasing 50 kg 'B' Twill New Bale Gunny Bags strictly conforming to the BIS specifications as indicated in the Annexure A (Table - I).

The terms and conditions for the supply of 50 kg 'B' Twill New Bale Gunny Bags are enclosed.

Yours faithfully,

#### TENDER FOR THE SUPPLY OF 50 KG 'B' TWILL NEW BALE GUNNY BAGS

#### PART-I TENDER REFERENCE NO. BS4/28206/2016 (SPECIFICATIONS AND COMMERCIAL TERMS)

E-MAIL PHONE	: :
FAX	
From:	
То:	
The Managing l	Director,
No.12, Thambus Kilpauk, Chenna	
Sir,	
	Sub: Tender for the supply of 50 Capacity Kg 'B' Twill New Bale Gunny Bags - Submission of Part-1 tender for Commercial / Specification -Reg.
	Ref: Your Tender Notification Rc.No. BS4/28206/2016.  ****
	With reference to your tender notice, we submit herewith our sealed tender containing and Commercial terms for the supply of 50 Kg Capacity 'B' Twill New Bale Gunny
the BIS 12650/2	CIFICATIONS: 50 KG CAPACITY 'B' TWILL NEW BALE GUNNY BAGS – as per 2003 specifications as indicated in Annexure A (Table-I) enclosed to the Tender lendments thereon if any issued.
	er Conditions in original including specifications duly signed in each page agreeing to ous terms and conditions as stipulated by the TNCSC along with Seal of the company.
hundred only)	and Draft bearing No
	attested Photostatcopy of the certificate of Registration as a firm for 3 financial years 013 to 2014-2015 under VAT / CST Act duly renewed up to date with TIN number.

6. Documentary evidences for having executed and supply completion orders either to the

TNCSC or any other Government Quasi Government or Co-operative institutions or any Public Sector Undertakings to whom supplies of 'B' Twill gunnies have been made in the past three years

(2012-2013 to 2014-2015).

- 7. Annual turnover statement for the last 3 financial years covering from 2012-2013 to 2014-2015 in the format given in Annexure-I certified by the Auditor. (Tenderer shall have average annual turnover of not less than Rs.5/- Crores.)
- 8. Copies of the latest Assessment orders under the State General Sales Tax act and / or Central Sales Tax.
- 9. Photostat copy of Trading, Profit and loss account and Balance sheet & Income Tax return submitted for the last 3 financial years duly certified by the Auditor. (2012-2013 to 2014-2015).
- 10. Documentary evidence in support of production capacity. The production capacity should be a minimum of 5000 tonnes of Jute goods per annum.
- 11. Certificate for not having black listed either by TNCSC or by any other Government undertakings in the format given in the Annexure-II duly attested by the tenderer.
- 12. Declaration form duly signed by the tenderer in the form prescribed as in the Annexure-III.
- 13. Checklist for the list of documents enclosed in the format given as in the Annexure-IV (A).
- 14. Five sample of 50 Kg capacity 'B' Twill gunny bags duly stenciled in indelible ink branded with name of the Jute Mills conforming to BIS specifications and amendment thereon.

Thanking you.

Yours faithfully,

#### ANNEXURE I

(TENDER REF. Rc.No. BS4/28206/2016)

#### ANNUAL TURN OVER STATEMENT

THE ANNUAL TURN OVER OF M/S	FOR	THE PAST
THREE YEARS ARE GIVEN BELOW AND CERTIFIED THAT	THE STATEMEN	T IS TRUE
AND CORRECT.		

AND C	CORRECT.		
	YEAR	TURN OVER IN CRO	RE
	2012-2013		
2.	2013-2014		
3.	2014-2015		
		TOTAL RS	CRORE
	AVERAG	E TURN OVER PER ANNU	M RSCRORE
DATE	:		
SEAL:			
SIGNA	ATURE OF THE TI	ENDERER	SIGNATURE OF AUDITOR
			CHARTERED ACCOUNTANT NAME IN CAPITAL.

#### **ANNEXURE -II**

#### TENDER REF.No. BS4/28206/2016

#### CERTIFICATE

SIGNATURE OF TENDERER

#### ANNEXURE -III

#### TENDER REF.No. BS4/28206/2016

#### **DECLARATION FORM**

a) I/WEHAVE
OUR OFFICE AT DO DECLARE THAT I/WE HAVE CAREFULLY
READ ALL THE CONDITIONS OF TENDER SENT TO ME/US BY THE MANAGING
DIRECTOR, TAMIL NADU CIVIL SUPPLIES CORPORATION, CHENNAI FOR THE TENDERS
FLOATED BY HIM VIDE TENDER REF. No. BS4/28206/2016 FOR THE PURCHASE OF 50
(FIFTY) LAKH NUMBERS OF 50 KG CAPACITY 'B' TWILL NEW BALE GUNNIES STRICTLY
CONFORMING TO THE BIS SPECIFICATION AND AS PER SCHEDULE COMMENCING
IMMEDIATELY FROM THE DATE OF RECEIPT OF SUPPLY ORDERS AND ABIDE BY ALL
CONDITIONS SET FORTH THEREIN. WE ALSO UNDERTAKE TO TAKE BACK THE
GUNNIES AT OUR COST AND REPLACE THE SAME WHICH ARE REJECTED BY THE
TNCSC.
b) I/WE HAVE DOWN LOADED THE TENDER FORM FROM THE INTERNET SITE /
www.tncsc.in.gov.in / www.tenders.tn.gov.in, at free of cost. AND I/WE HAVE NOT
TAMBERED / MODIFIED THE TENDER FORMS IN ANY MANNER. IN CASE, IF THE SAME IS
FOUND TO BE TAMBERED / MODIFIED I/WE UNDERSTAND THAT MY / OUR TENDER
WILL BE SUMMARILY REJECTED AND FULL EMD WILL BE FORFEITED AND I/WE,
AM/ARE LIABLE TO BE BANNED FROM DOING BUSINESS WITH TNCSC AND
PROSCUTED.
c) I/WE FURTHER DECLARE THAT I/WE POSSESS VALID LICENCE BEARING
NO VALID UPTO
SIGNATURE OF THE TENDERER
DATE :
NAME OF THE
ORGANISATION AND ADDRESS :

#### ANNEXURE-IV(A)

## CHEKLIST (TENDER REF. No. BS4/28206/2016)

PART –I COVER		PLEASE QUOTE YES OR NO IN WRITING	PLEASE INDICATE PAGE NO.
1. Whether checklist is enclosed.		n wan	THOE IVO
2. Whether EMD for Rs.31,82,500/-in the form of D.D. drawn in a Nationalised Bank/ Scheduled Bank in favour of TNCSC payable at Chennai is enclosed			
3. Whether the tender document was downloaded from www.tncsc.in.gov.in / www.tenders.tn.gov.in, at free of	of cost.		
4. Whether a copy of the Gunny Manufacturing license valid up to date is enclosed.			
5. Whether duly attested Photostatcopy of the certificate of registration under VAT / CST for 3 years is enclosed. (2012-2013 to 2014-2015)			
6. Whether Documentary evidence for the orders executed and supply completion with the TNCSC / other Governments  Quasi Government or Co-operative institutions or any Public Sector Undertakings to whom supplies of 'B' Twill gunny bags have been made in the past three years (2012-2013 to 2014-2015) are enclosed			
7. Whether Annual Turnover statement for 3 years as per Annexure-I is enclosed. (2012-2013 to 2014-2015)			
8. Whether the copy of latest assessment order under TNVAT / CST is enclosed			
9. Whether Pohotostatcopy of Trading, Profit and Loss account and Balance sheet & Income Tax return submitted for the last 3 financial years duly signed by the Auditor are enclosed. (2012-2013 to 2014-2015)			
10. Documentary evidence in support of production capacity is enclosed (The production capacity should be a minimum of 5000 tonne of Jute goods per annum).			

either by TNCSC or by any other Govt. Undertaking as per Annexure-II is enclosed  12. Whether authorisation letter to a responsible officer is enclosed.	; 
13. Whether declaration form duly signed by the tenderer as in Annexure-III is enclosed.	
14. Whether terms and conditions of the tender in original duly signed in each page is enclosed	
15. Whether covering letter as prescribed enclosed.	
16. Whether five sample of 50Kgs N.B gunnies has been produced	

ISSUED TO M/s. CR.No.

Date:

### TAMIL NADU CIVIL SUPPLIES CORPORATION: HEAD OFFICE: NO.12, THAMBAUSAMY ROAD: KILPAUK: CHENNA-600 010

## TERMS AND CONDITONS FOR THE PURCHASEOF 50,00,000 NOS. OF 50 KG CAPACITY 'B' TWILL NEW BALE GUNNY BAGS BY T.N.C.S.C.,

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#### TENDER REFERENCE NO. BS4/28206/2016

#### 1. SUBMISSION OF TENDER:

The tender should be in the prescribed form obtained from the office of the Managing Director, TAMIL NADU CIVIL SUPPLIES CORPORATION, in the name of the intending tenderer on payment of Rs.1,050/- (Rupees One thousand and fifty only) and if required by Courier / Speed post on payment of Rs.1,250/- (Rupees One thousand two hundred and fifty only) including VAT, (Non-refundable).

Alternatively, the tender document can be downloaded from www.tncsc.tn.gov.in./ www.tenders.tn.gov.in, at free of cost

The tenderers who are the manufacturers in India <u>alone</u> are entitled to participate in the tender. The Tender should be sent in Two parts in original in separate sealed covers superscribed as "TENDER FOR THE SUPPLY OF 50,00,000 Nos OF 50 KG CAPACITY 'B' TWILL NEW BALE GUNNY BAGS " addressed to the "Managing Director, TAMIL NADU CIVIL SUPPLIES CORPORATION, No. 12, Thambusamy Road, Kilpauk, Chennai - 600010" so as to reach this office before 11.30 A.M. on 09.08.2016 as per office clock of the TNCSC. Tenders received after the specified date and time will be summarily rejected.

Tenders should not be submitted through the TNCSC website / government website and should be submitted in person before 11.30 A.M. 09.08.2016.

Tenders should be sent in the prescribed form duly signed by the tenderer. The tender form issued in the name of the <u>intending tenderer / firm</u> only should be used. If the form issued to others are used, such tenders <u>will be summarily rejected.</u>

The part I cover should accompany the following documents

- a) Earnest money deposit in the form of Demand Draft for Rs.31,82,500/- (Rupees thirty one lakh eighty two thousand and five hundred only) drawn on any Nationalised Bank / Scheduled Bank payable at Chennai in favour of "TAMIL NADU CIVIL SUPPLIES CORPORATION." (Tender not covered by requisite Earnest Money Deposit will summarily be rejected).
  - b) Xerox copy of the gunny manufacturing license valid up to date.
  - c) Duly attested Photostat copy of the certificate of Registration as a firm for 3 financial

years covering 2012-2013 to 2014-2015 under VAT / CST Act duly renewed up to date with TIN number.

- d)Documentary evidences for having executed and supply completion orders of either to the TNCSC or to any other Government Quasi Government or Co-operative institutions or any Public Sector Undertakings to whom supplies of 'B' Twill New Bale gunnies have been made in the past three years (2012-2013 to 2014-2015).
- e) Annual turnover statement for the last 3 financial years covering from 2012-2013 to 2014-2015 in the format given in Annexure-I duly certified by the Auditor. Tenderer shall have an average annual turnover of not less than Rs.5/- Crore.
- f) Copies of latest assessment orders under the State General Sales Tax / and or Central Sales Tax.
- g) Photostat copy of Trading, Profit and loss account and Balance sheet & Income Tax return submitted for the last 3 financial years duly certified by the Auditor. (2012-2013 to 2014-2015).
- h) Documentary evidence in support of production capacity. (The production capacity should be a minimum of 5000 tonne of Jute goods per annum.)
- i) Certificate for not having black listed either by TNCSC or by any other Government undertakings in the format given in Annexure-II duly attested by the tenderer.
  - j)Declaration duly signed by the tenderer in the Annexure-III.
- k) Tender conditions in original duly signed by the tenderer in each page including the specifications agreeing to abide by the various terms and conditions as stipulated by the TNCSC along with the seal of the company.
- 1) The tenderer should submit not less than five samples of 'B' Twill New bale gunny bags duly stenciled in indelible ink branded with the name of the Jute Mills, Confirming to BIS specification IS 12650/2003 and amendment thereon.
  - m) Other documents if any mentioned in terms and conditions infra.
- n) Checklist in Annexure-IV (A) for the list of documents enclosed. The documents shall be serially arranged in the order of Checklist and shall be securely tied or bound.

The part II cover should contain only price offer in the prescribed format and should not contain any commercial conditions. The part II cover should consist the following:-

- 1. Covering letter
- 2. Price offer
- 3. Check list.

#### 2. OPENING OF TENDER:

The tender should be in the two separate sealed covers herein after called Part-I and Part-II. The Part-I and II covers Shall be separately sealed and both sealed covers shall be kept in outer envelope and the same should reach the Office of the TAMIL NADU CIVIL SUPPLIES CORPORATION, Chennai-10. The outer envelope should be superscribed as "Tender for supply of 50 KG Capacity 'B' Twill New bale Gunny Bags". Likewise, Part-I and Part-II covers should also be superscribed as Tender for supply of 50 Kg capacity 'B' Twill New Bale Gunny Bags with the firm

Name and Address of the Tenderer.

Sealed Tenders received up to 11.30 A.M. as per this office clock on 09.08.2016 will be taken-up for opening. Part-I (Specification and Commercial Terms) will be opened first by the Managing Director, TNCSC, Head Office, or by any other officers / Committee authorised by him at 12.00 NOON on 09.08.2016 in the presence of the available tenderer / representatives of the organisation who are present.

Part-II Cover submitted by the tenderers those who satisfy the criteria laid down by TNCSC in Part-I cover will be opened on some other day that too after getting analytical report from a reputed Lab/National Test House, Tharamani, Chennai on the point whether the samples of 50 Kg. capacity "B" Twill N.B. Gunny produced by the tenderers do conform to the specification indicated in Annexure - A (Table - I).

#### **3.OTHER CONDITIONS:**

- 1. The gunny samples produced by the tenderer should conform to BIS specification as per IS 12650/2003 and amendment thereon.
- 2. Every page of the tender documents including specifications sold to the tenderer from the office of the Managing Director, TNCSC or downloaded should be signed in token of having accepted all the tender conditions and submitted in part-I cover.
  - i) The TNCSC reserves the right to reject any tender without assigning any reason therefor and the same shall not be questioned on any ground, whatsoever. The TNCSC reserves the right to place orders with more than one tenderer at different rates according to the requirement of gunnies, wherever the lowest tenderer had given offer less than the required No. of gunnies as per Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.
  - ii) The TNCSC reserves the right to place orders with the tenderer who quoted the lowest rate for not less than 60% of the quantity covered in the tender and place orders for the remaining quantity with the other tenderers as per clause 31(4) of the Tamilnadu Transparancy in tenders Rules 2000.
  - iii) The TNCSC reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents. But, there is no contractual right on the part of the supplier to seek the purchaser to permit to supply 25% of the ordered quantity of gunnies either of the side.
  - iv) The person or persons signing the tender shall state the capacity in which he/she / they/is/are signing the tender. If an individual makes any tender, it shall be signed with his full name and address. If it is made by a firm, it shall be signed by all the partners of the firm or by a partner of the firm duly empowered or authorised to do so and the authorisation / Power of Attorney should also be enclosed.

- v) If any tender is made by a Corporation / Company / Co-operative society, it shall be signed by a duly authorised officer, who shall produce with his tender satisfactory evidence of such authorisation. Such tendering Corporation / Company / Co-operative Society shall furnish evidence of its corporate existence before the contract is executed.
- vi) either the tenderer or the persons duly authorised by the tenderer alone will be allowed to be present at the time of opening the tender / Negotiation.
- vii) The officers receiving the tender will open each tender and prepare a statement. If any unattested corrections are found in the tender, the same will be handed over to the tenderer concerned and his initial or the initial of the authorised representative got on all such corrections in the presence of the tenderers. If any of the tenderer or their agents find it inconvenient to be present at the time, then in such case, the officer concerned will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate to him. The absentee tenderer shall accept the statement of corrections without raising any objection whatsoever. The authorised representative shall produce satisfactory evidence of authority of the tenderer to act on behalf of the tenderer at the time of opening the tender.
- viii) If there are variations between the price quoted in figures and words, the lowest of the two will be adopted.
- (ix) The performance of the tenderers during previous years regarding observance of quality and terms and conditions of the contract will be taken cognizance while evaluating the tenders.
- x) Tenders specifying additional terms and conditions or proposing modifications to the tender conditions will be treated as conditional tender and will be summarily rejected.

#### 4. VALIDITY OF OFFER:

Tenderer should keep their offer **valid upto 07.11.2016**. The tenderer should not quote any other date for the validity of their offer. Tenderers quoting any other validity date are liable to be summarily rejected.

#### 5. EVALUATION OF PRICE:

The rates should be quoted on the basis of "Open price" which is common to all the tenderers. The tenderer shall quote the rates for the following items for 100 Nos. of 50 Kg 'B' Twill N.B. gunny strictly in the format prescribed in Annexure-B.

- a) Freight for delivery of gunnies
- b) Branding charges (one side of the Gunny bags)
- c) Cess
- d) Insurance for transit risk.

#### e) Others (Head-wise details should be furnished covering all aspects).

The rates for each item shall be quoted separately. No single rate should be quoted. If quoted so, the same will be rejected.

The evaluation of the lowest price will be determined on the basis of the rates offered by the tenderers for the above items. As far as the Basic price of the 50 Kg. Capacity (94 Cm x 57 Cm x 580 Grams) 'B' Twill gunnies bags is concerned, it will be settled to the tenderers with reference to the Basic cost of gunny declared by the Jute Commission for the Scheduled month of delivery. The evaluation of the monthly average price of the gunnies will be done as follows: -

The open price of 50 Kg capacity (94 cm x 57 cm x 580 grams) 'B' Twill new gunnies for each month's delivery shall be determined on the basis of Basic cost of gunny i.e., Ex-Factory price declared by the Jute Commission for the scheduled month of delivery. The rates of the 50 Kgs. capacity 'B' Twill gunnies will be arrived at per 100 pieces and it is common to all the tenderers.

If supplies are delayed by the supplier, the price payable will be the lower of the two i.e., one pertaining to the scheduled month of delivery and the other to the actual month of delivery e.g., if the delivery schedule for the month of September 2016 is made during October 2016, the rate for September 2016 or October 2016 whichever is less will be paid.

The weight per 50 Kg. Capacity B' Twill new gunnies will be adopted at 580 grams irrespective of the fact whether the gunnies delivered are with overhead stitches and Herackle stitches.

Unloading charges for the supply of gunnies in the TAMIL NADU CIVIL SUPPLIES CORPORATION godowns/MRMs. shall be borne by the TAMIL NADU CIVIL SUPPLIES CORPORATION.

#### **6. EARNEST MONEY DEPOSIT:**

The tenderers should furnish Earnest Money Deposit of Rs.31,82,500/- (Rupees thirty one lakh eighty two thousand and five hundred only) by means of Demand Draft drawn in favour of "The TAMIL NADU CIVIL SUPPLIES CORPORATION" on any Nationalised Bank / Schedule Bank payable at Chennai along with the tender. Tenders without the Earnest Money Deposit will be summarily rejected. Any amount pending with T.N.C.S.C. will not be taken into account as Earnest Money Deposit for this tender even if so requested. In the case of successful tenderers, the Earnest Money Deposit shall be adjusted towards the Security Deposit to be payable only on their written request. The Earnest Money Deposit will not carry any interest.

- ii) In case of unsuccessful tenderers, the Earnest Money Deposit will be refunded within one month from the date of finalisation of the tender.
- **iii**) The amount remitted towards Earnest Money Deposit is liable to be forfeited, in case the tenderer resiles from their offer after submission of the tender or after the acceptance of the offer by TNCSC.

#### 7. SECURITY DEPOSIT:

The successful tenderer shall remit Security Deposit of 3% (three percent) of the total value of the cost of the quantity ordered for supply within 3 (Three) days from the date of receipt of the first communication of acceptance of the tender by E-mail/Fax Letter from the Managing Director, TNCSC by means of demand draft drawn in favour of "THE TAMIL NADU CIVIL SUPPLIES CORPORATION," obtained from any Nationalised bank / Schedule Bank payable at Chennai. No Cheque or Bank Guarantee will be accepted. In the case of successful tenderers, the Earnest Money Deposit shall be adjusted towards the Security Deposit payable by the tenderer on their written request. Any other amount pending with TNCSC will not be adjusted against the Security Deposit even if so requested. If the Security Deposit is not paid within the time specified, the Earnest Money remitted by the tenderer shall be forfeited, besides, the TNCSC shall be entitled to recover the consequential loss if any sustained by the corporation from the tenderer due to purchase made in re-tender or through other sources. The Security Deposit will be refunded only after satisfactory completion of the supply of the entire ordered quantity and till replacement of the rejected gunnies and shortage noticed if any. The Security Deposit shall not carry any interest.

#### 8. AGREEMENT;

The successful tenderer shall execute a separate agreement for the supply of the accepted numbers of 50 KG Capacity 'B' Twill New Bale Gunny bags as per the terms and conditions as mutually agreed to in a stamp paper of value as per law prescribed within three days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Security Deposit amount remitted by the tendered shall be forfeited. Further, the TNCSC reserves the right to collect the consequential loss if any sustained by the TNCSC from the tenderer and the tenderer is bound to pay the same on demand. The agreement should be signed in the Office of the Managing Director, TNCSC, and Chennai in the presence of the Tender inviting authority or his authorized representative.

#### 9. SPECIFICATIONS OF 'B' TWILLS:

The Tendered should supply 50 Kegs 'B' Twill New Bale gunnies strictly conforming to the specification as prescribed by the BIS ( IS 12650 - 2003 ) and subsequent amendment thereon as indicated in Annexure-A (Table-I) to this tender document. Tendered should ensure supply of quality gunnies. The sample gunnies produced by the tendered at the time of tender will be tested through the reputed analytical laboratory or through the National Test House, Thurman, Chennai – 600 113 for conformity of the specification before opening of the part II cover. If the sample is not conforming to BIS specifications, or not branded with the name, the tender will be rejected. After issuance of purchase order, the New Bale of 50 Kegs "B" Twill New Bale gunnies which conform to the specifications as fixed in the Anneuxre-A will alone be accepted. In case, if the New bale 50 Kgs 'B' twill gunnies supplied are found not conforming to the fixed specifications, the same will be rejected at the unloading points of the Tamil Nadu Civil Supplies Corporation godown. The tenderer should take back such rejected gunnies immediately at their own cost.

The Samples of the 50 Kgs N.B. 'B' Twill gunnies will be checked by the Tamil Nadu Civil Supplies Corporation officials at the mill premises of the seller initially by random to ensure the conformity on the specification requirements. TNCSC is also at liberty to draw samples from all consignments or at random from the consignment of 'B' Twill New Bale gunnies at the unloading points and refer for analysis at a reputed Lab or the National Test House, Tharamani, Chennai-113. If the analysis report reveals that the samples are not conforming to BIS specification, full value cut will be imposed for that consignments in which samples were tested.

The decision of the quality control staff at the unloading points of the Tamil Nadu Civil Supplies Corporation with regard to conformity of the specification criteria is final and the tenderer should accept the same without raising any dispute.

The TAMIL NADU CIVIL SUPPLIES CORPORATION reserves the right to verify the quality and quantity of the gunnies through the Quality Control staff of the TAMIL NADU CIVIL SUPPLIES CORPORATION available at the unloading points and the gunnies which are conforming to the BIS specification alone will be accepted and the other gunnies will be rejected. The tenderer should accept the same without raising any dispute.

#### 10.BRANDING:

The following Branding should be made in the New Bale gunnies to be supplied.

- a) Stencil mark as
  - (1) "TNCSC 2016-2017"
  - (2) "Manufactured in India"
  - (3) "Name of the Manufacturer"
- b) 1. Colour coding or identification marking on every bag at a distance of about 150mm away from both sides of the selvedge shall be in"Red" colour;
  - 2. Stencil or Branding as per indentors' requirements shall be in "Blue" colour;
  - 3. A single **Blue** stripe running along the length of the bag at the centre shall be kept unchanged.

#### 11. PACKING:

The 50 Kgs 'B' Twill New Bale gunny bags to be supplied duly branded should be packed in bales in wrapper gunny sheet as prescribed in the Table-II of Annexure-A to this tender conditions. The packing should strictly conform to the requirements prescribed in the Table II of Annexure - A to this Tender condition. In case, if the packing is found not conforming to the requirement prescribed, this Corporation reserves right to reject the same and the supplier shall take back such rejected bales at their own cost. The gunny should be despatched in covered vehicle on "Freight paid" basis at the seller's risk.

#### 12.MARKING:

The gunny bales shall be marked with the following information duly stenciled on the bales with blue indelible ink with letters and figures not less than 5 cms and not more than 7.5 cms in height.

- a. Name of the Manufacturing Mills.
- b. Description of goods such as B-Twill New Bale gunny 94 cm x 57 cm x 580 gms
- c. Correct weight in kilograms.
- d. Buyer's Name, initials or identifying mark.
- e. Bale number.
- f. ISI Markings.

#### 13. SOURCE OF SUPPLY:

Supply shall be effected only from the 'A' and 'B' Group of Jute Mills manufacturers of "B" Twill gunnies in India. All bales should bear ISI marking before despatch. Gunnies manufactured in India alone should be supplied. The manufacturers shall be responsible for quality and timely supply of gunnies to the Tamil Nadu Civil Supplies Corporation Modern Rice Mills / District godowns concerned.

#### 14. PRE-INSPECTION OF GUNNIES AT THE PRODUCTION POINTS:

The Tamil Nadu Civil Supplies Corporation have the right to pre-inspect the Gunnies at the production points of the successful tenderer to ensure that the gunnies manufactured are in conformity with the specification prescribed by the BIS. After receipt of the acceptance orders from the TAMIL NADU CIVIL SUPPLIES CORPORATION, the successful tenderer should inform the TAMIL NADU CIVIL SUPPLIES CORPORATION in writing about the readiness of the gunnies for inspection so as to enable the TAMIL NADU CIVIL SUPPLIES CORPORATION to depute its officials to the production points for inspection. However, the supplier can not absolve of their responsibility for quality supply just because of the prior inspection taken up by the TNCSC. Outcome of the final inspection at site of the concerned Tamil Nadu Civil Supplies Corporation godowns will be binding on the tenderer. In case of delay in sending communication by the tenderer, the purchaser reserves right to impose penalty to collect Liquidated damages as indicated in clause-20 of this tender condition.

#### **15. TRANSIT INSURANCE:**

The gunnies despatched should be covered under the transit insurance upto the delivery of the 50 Kgs B-Twill gunnies at the Godowns and M.R.M.of TAMIL NADU CIVIL SUPPLIES CORPORATION. The Tamil Nadu Civil Supplies Corporation, will <u>not</u> be responsible for any loss or damage during transit. It is the sole responsibility of the supplier to prefer claims with the Insurance Company for settlement of cost towards loss/damages occurred if any in transit. The purchaser shall recover the amount on account of damages/shortage and any pending dues from the security deposit of the supplier. The supplier should produce a copy of Insurance taken on the ordered quantity from the authorised Insurance company before preferring 95% payment.

#### **16. QUANTITY AND DELIVERY:**

(i) The quantity offered by the tenderer should be not less than 25,00,000 pieces for supply during September 2016 to October 2016 and thereafter the increase may be in multiplies of 10 LAKH gunnies upto the required quantity.

(ii) The requirement of the Tamil Nadu Civil Supplies Corporation will be 50 (FIFTY LAKH) LAKH pieces of 50 Kg capacity (94 Cm x 57 Cm x 580 Gms.) B-Twill Gunnies bags . The quantum of supply should be as per the following time schedule.

September 2016	25 LAKH
October 2016	25 LAKH
TOTAL	50 LAKH

- (iii) The TAMIL NADU CIVIL SUPPLIES CORPORATION reserves right to modify the delivery schedule either before placing orders or during currency of the supply period depending upon the arrival of the paddy which is binding on the supplier.
- (iv) New B-Twill New Bale Gunnies should be delivered in good condition in any of the TNCSC godowns in the Districts of Thanjavur, Tiruvarur and Nagapattinam in the State of Tamil Nadu as may be specified by the officers or by the Senior Regional Managers concerned. Addresses of all the destination points are mentioned in Annexure-C of this Tender Document.
- (v) If the stocks are required to be delivered in a place other than Thanjavur, Thiruvarur, and Nagapattinam districts and, if the distance of this delivery point from the place of despatch is less than the distance of the place of despatch viz., Thanjavur, Tiruvarur and Nagapattinam, the freight charges for the distance between Thanjavur, Tiruvarur and Nagapattinam and the actual place of unloading will be recovered to that extent from the bills payable to the supplier at the Corporation approved rate of transport charges in force, applicable for the respective slabs of distance.
- (vi) In case any movement is made to other than the districts of Thanjavur, Tiruvarur and Nagapattinam, the extra transport charges, if any, incurred upto the place of unloading will be borne by TNCSC at the Tamil Nadu Civil Supplies Corporation approved transport rate inforce. For this purpose, Thanjavur, Tiruvarur and Nagapattinam will be the centre points.
- (vii) The entire ordered quantity to be dispatched though Lorry by straight load from the loading point to any of the TNCSC godowns in the District of Thanjavur, Tiruvarur and Nagappattinam, in the State of Tamil Nadu to avoid mishandling while in the transit.
- (viii) TAMIL NADU CIVIL SUPPLIES CORPORATION reserves the right to reduce or increase the quantity of bags to be supplied by 25% during the currency of the contract.

#### **17. FORCE MAJEURE**:

(I) If any delay in delivery is expected due to natural calamities like earthquakes, flood, fire, storm, acts of state, the direct or indirect consequences of war (declared or undeclared) hostilities of national emergencies or civil commotions and declared strikes or lock out exceeding 10 days the

supplier should inform to the purchaser by E-mail/Fax /RPAD letter for the expected delay in delivery, positively within 3 days from the date of occurrence of above events with proof of documentary evidence.

- (ii) The Tamil Nadu Civil Supplies Corporation , reserves the right to examine the request of the supplier in this regard and take appropriate action. The decision of the Tamil Nadu Civil Supplies Corporation, will be final and binding on the supplier.
- (iii) In the event of delay lasting over fifteen days arising out of Act of God/cause of force majeure, the Corporation reserves the right to cancel the order/contract without any compensation whatsoever and/or any consequential loss etc.
- (iv) only events of force majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra cost or increased rates due to delay under force majeure conditions. Only appropriate extension of time will be granted.
- (v) However, if the supplies are delayed under force majeure conditions, the price payable will be applicable as per scheduled month of despatch or the actual month of despatch which ever is less subject to the condition that the supplier gives information immediately to the Corporation about the force majeure condition preventing them from making supplies by giving proof of such force majeure conditions.
- (vi) So also, if the purchaser is not in a position to accept supplies as per terms of delivery due to force majure clause including any one of the following reasons, the purchaser reserves the right to suspend the normal supply till the position returns to normalcy or even to terminate the contract if the circumstances are beyond purchaser's control.
  - 1) Strike
  - 2) Non availability of storage space
  - 3) Other unforeseen reasons due to natural calamities

#### 18. DESPATCH DETAILS:

The supplier should furnish the details of despatches made at their end to Tamil Nadu Civil Supplies Corporation , Chennai then and there and also to the concerned destination points by Fax/E-mail.

#### 19. PAYMENT:

The payment for the stock of the 50 Kg capacity "B" Twill New Bale gunny bags supplied will be settled at the Head Office of the TAMIL NADU CIVIL SUPPLIES CORPORATION. Initially 95% of payment will be made at the Head Office of the TAMIL NADU CIVIL SUPPLIES CORPORATION within 15 days from the date of receipt of the suppliers Invoices supported by the following documents by the supplier in original for Accounts purpose.

- 1. The Invoices of the supplier (in duplicate) on the basis of Basic cost i.e., Ex-Factory price of gunnies based on Jute Commission.
  - 2. The first copy of the Acknowledgement (i.e., party copy) in original issued by the

receiving godown points of the TAMIL NADU CIVIL SUPPLIES CORPORATION.

- 3. Specification notes.
- 4. Paid voucher in original in case of excise duty if any paid.
- 5. Printed Gate pass in token of having moved the gunnies from the Manufacturing unit.
- 6. Lorry consignment Note shall be detailing the bale No., No. of bales, Name of loading and unloading point etc.,
- 7. Mill challan consisting of bale No., No. of bales, Lorry No., Name of loading and unloading point etc.,
- 8. Pre-Inspection quality certificate duly signed by the quality staff of TNCSC camping at Mill premises.
- 9. Copy of Insurance paid for dispatched quantity concern.

It is the responsibility of the seller to collect the Acknowledgements from the unloading points of the TAMIL NADU CIVIL SUPPLIES CORPORATION where the gunnies are actually delivered and submit the same along with the Invoices while raising the claim.

Payment will be made by means of Account payee cheque. In case, if the supplier insist demand draft, in writing the same will be issued only after deducting of the Bank D.D. Commission from the sellers account.

The balance 5% of the payment will be released only after the completion of supply of the entire ordered quantity pertaining to each schedule on verification of entire consignment and receipt of the quality certificates from the Quality Control Staff of the TAMIL NADU CIVIL SUPPLIES CORPORATION and stock certificates for each schedule from the respective Regional Managers of the TAMIL NADU CIVIL SUPPLIES CORPORATION in which jurisdictions of the receiving godown is situated. It is the responsibility of the supplier to collect Quality Certificates, Stock certificates and completion certificates from the Regional Heads of TAMIL NADU CIVIL SUPPLIES CORPORATION concerned and produce it for releasing the balance 5% payment by the purchaser.

#### 20. PENALTY AND LIQUIDATED DAMAGES ON THE BELATED SUPPLY:

The ordered number of the gunnies shall be delivered strictly within the stipulated time fixed under clause 16 without fail. Normally, no extension of time beyond the fixed schedule of the supply will be considered and the purchaser reserves right to cancel the tender and resort to purchase through other alternative sources at the risk and cost of the supplier in case the supply is not made within the stipulated time. The supplier is bound to pay the consequential loss if any sustained by the purchaser.

In exceptional cases, the Managing Director reserves right to consider the request of the tenderer to extend the validity subject to the following conditions.

a) Liquidated damages at the rate of 2% of the value of delayed supplies made up to 15 days beyond stipulated time or fraction thereof subject to maximum of 4% of the value for the delay in

supply beyond 15 days upto 30 days will be recovered from the supplier. The above penalty will be deducted from the bills while making 95% payment.

- b) The above penalty is applicable for the delay in supply for each spells as fixed in clause 16 above.
- c) Besides the above, the cost of the gunnies for the belated supply at the average rate applicable for the month of original schedule of supply or at the price applicable for the month of the actual delivery whichever is less will be settled.
- d) If the delay exceeds beyond 30 days, the purchaser reserves right either to extend further time with penalty at 4% of the value of the defaulted quantity or to cancel the defaulted quantity and to procure the same quantity from other sources at the risk and cost of the supplier in order to run the procurement operations without any interruption. In that event, the supplier is liable to pay to the purchaser the differential cost including all components and other expenses that would be incurred by the purchaser in respect of this transaction.

#### 21. FORFEITURE OF EMD/SD.

- a) In the event of failure to supply the ordered quantity of gunnies and for violation of conditions, TNCSC reserves the right to purchase the undelivered quantity through re-tender at the risk and cost of the successful tenderer and to take action to forfeiting SD/EMD and apart from collecting the consequential loss or by adjusting the loss from the bills payable to the supplier.
- b) In the event of Non-performance of the contract provisions or failure to effect supply of the ordered quantity of 50 kgs B.Twill New Bale Gunny bags within the stipulated time or on the extended period and if it is found that the tenderer cheated the Corporation in any manner during the currency of the contract or also found on a later date, the Corporation reserves the right to disqualify the tenderer to participate in future tenders or black list the firm upto the maximum of 5 years as decided by TNCSC. No correspondence will be entertained in this regard.

#### 22. REJECTION, REPLACEMENT AND REMOVAL OF REJECTED GUNNIES:

- i) The 50 Kg B-Twill New Bale Gunny Bags received which are not in conformity with the specifications as per clause 9 of terms and condition will be rejected. The purchaser will open the Bales and report the details of such rejection if any to the supplier within 60 days from the date of receipt of Consignment at the godowns. The supplier should replace such rejected gunnies conforming the specification as indicated in the clause 9 of this tender condition within 30 days from the date of intimation from the purchaser. In case of delay in replacement, penalty will be levied as per clause 20 of this tender condition. The loading, unloading, segregation charges, etc., for such rejected gunnies should be borne by the supplier at the rates fixed by the purchaser.
  - ii) In the case of non-replacement of defective / damaged gunnies by the supplier at later date

beyond 60 days, the value of defective gunnies will be adjusted by the TAMIL NADU CIVIL SUPPLIES CORPORATION at the rate applicable for the original supply or at the rate applicable for the month in which it is replaced whichever is advantageous to the TAMIL NADU CIVIL SUPPLIES CORPORATION.

- iii) If the supplier continues to supply defective gunnies, the purchaser has the right to cancel the remaining portion of quantity / terminate the contract and procure the same from other sources at the then prevailing market rate. In that event, the loss sustained by the purchaser if any, will be recovered from the supplier.
- iv) The decision of the Tamil Nadu Civil Supplies Corporation Staff at the unloading point for acceptance / rejection of the gunnies with reference to the Quality specifications as per Annexure-A (Table-I) will be final and the seller shall not raise any dispute.
- v) Rejected gunnies shall be removed by the supplier from the Tamil Nadu Civil Supplies Corporation concerned within 30 days from the date of rejection after replacement.
- vi) In the event of non removal of defective / damages bags, the purchaser has liberty to dispose of such goods in such a manner as they deemed fit. The sale proceeds will be credited to the account of the supplier after deducting the expenses incurred for such disposal. The supplier will not be entitled to claim any loss / damage occurred by such sale. The decision of the TAMIL NADU CIVIL SUPPLIES CORPORATION shall be final and binding on the supplier. In case, the purchaser is unable to dispose of rejected gunnies of the supplier, the supplier is bound to pay storage charges to the purchaser at the Tamil Nadu Civil Supplies Corporation approved rates until the goods are removed.
- vii) If any amount is left unrecovered after the above adjustment, the same will be recovered from pending dues, Earnest Money Deposit and Security Deposit of the supplier.
- viii) The rejected gunnies should be lifted by the supplier at their own risk and responsibility within 30 days from the date of receipt of communication from the Corporation.

#### 23. ARBITRATION:

In the case of any dispute in the tender including the interpretation of any of the clauses of the tender or the agreement to be executed, the matter shall be referred by the Corporation / tenderer to an Arbitrator who shall be selected by the party from the panel of the Arbitrators approved by the Board of Directors of TNCSC communicated to them within 15 days from the date of receipt of the letter from the Corporation along with the panel of the Arbitrators. If there is no reply from the supplier within 15 days Corporation shall choose any one of the Arbitrator from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the TNCSC and the party to the Arbitration.

The Arbitration shall be held at the Head office of the TNCSC, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.

The Arbitrator may with the mutual consent of the parties extend the time for making the award

and the same is enforceable in the court at Chennai City only.

24. DISPUTE OUT OF ARBITRATION:

The Managing Director also reserves rights to recover any dues from the tenderer which is

found on a later date during the Audit / excess payment after final settlement made to them.

Accordingly, the tenderer is liable to pay such dues to the corporation.

Any disputes arising out of the Arbitration award or any civil remedy for non - fulfillment of

any of the terms and conditions of the tender / Agreement shall be subject to the Jurisdiction of the Civil

Courts at Chennai city only.

25. APPLICABILITY OF TAMIL NADU TRANSPARENCY IN TENDERS ACT AND

RULES.

The tender including the evaluation of the offer will be revealed as per the Tamil Nadu

Transparency in Tenders Act 1998 and the Rules 2000 in force.

We agree to the above terms and conditions.

INDIVIDUAL/PROPRIETOR/PARTNER

DATE:

NAME IN BLOCK LETTERS:

ADDRESS:

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#### **ANNEXURE-A (TABLE-I)**

#### TENDER REFERENCE NO. BS4/28206/2016

## SPECIFICATION FOR 50 KGS 'B' TWILL GUNNY JUTE BAGS REQUIRED TO BE SUPPLIED CONFIRMING TO IS.12650/2003 AS AMENDED

TABLE -I (CLAUSES 4.1 AND 5.1)

<b>QUIREMENT</b> 94 cms	TOLERANCE
94 cms	,
94 cms	,
94 cms	
	+4cm
	-0
57 cms	+4cm
	-0
76cms	+4cm
	-3cm
28cms	+2cm
	-2cm
580gms	+8.0 %
	-6.0%
420 (145 kg)	
3%	
	76cms  28cms  580gms  570 (160kg) 420 (145 kg)  490 (50 Kg) 22%

NOTE-1: The bags of specified dimensions are suitable for packing of Wheat, Rice and similar coarse grains. For packing of other materials, the buyer and the seller may agree to the dimension other than those specified above. The mass of such bags may be calculated by the method given in 5.3 of IS 9113. However, tolerances specified in this table dimension and on the mass shall be permissible.

NOTE-2: Average moisture regain shall be maximum 22%. However, 10% of the individual value of moisture regain percent may be above 22% with an upper limit of 26%

NOTE-3: Moisture regain shall not be measured on the branding. It shall be measured atleast 10 CM away from the branding.

#### ANNEXURE-A (TABLE-I) TENDER REFERENCE NO. BS4/28206/2016

TABLE -II
REQUIREMENTS OF PACKED BALES OF 50 KGS 'B' TWILL JUTE BAGS (CLAUSE 5.2)

SL.NO	CHARACTERISTIC	REQUIREMENT	METHOD OF TEST
			REF. TO CI OF IS
			9113
1	Total number of bags per bale	500 Nos.	8.9
2	Number of bags per bundle	25 Nos.	
3	Contract mass of a bale Kg.	332.5 Kgs.	
4	Corrected net mass of a bale, Kg	Not less than contract mass	8.1
5	Number of Joined bags per bundle	MASS	Visual
	of 25 bags		

NOTE: 1.The No. of bags per bale shall be 500 Nos. or as specified in an agreement between the buyer and the seller.

2. Contract mass of a bales is calculated as follows

Contract mass of a bale = nominal mass of bag - specified number of bags per bale

#### ANNEXURE-IV-(B)

#### **CHEKLIST**

#### (TENDER REF.NO. BS4/28206/2016)

#### **PART-II COVER**

PLEASE INDICATE YES OR NO IN WRITTING

- Whether covering letter as prescribed duly signed by the tenderer is enclosed
- 2. Whether Price offer for 50 kg Capacity New "B" Twill New Bale Gunny as in Annexure-B enclosed
- 3. Whether corrections if any in the rates
  Quoted have been duly attested ----

## TENDER FOR SUPPLY OF 50,00,000 NOS. OF 50 KG CAPACITY 'B' TWILL GUNNY PART-II (PRICE)

TELEX:	
GRAMS	:
PHONE	:
FAX	:
From:	
То:	
The Managing TNCSC, No.12, Thamb Kilpauk, Cher	busamy Road,
Sir,	
	Sub: Tender for supply of 50,00,000 Nos. of 50 Kg capacity 'B' Twill Gunny Submission of Part-II - Rate offered - Reg.
	Ref: 1 Tender reference No. BS4/28206/2016

Ref: 1.1 ender reference No. BS4/28206/2016.

2.Our tender submitted to-day for "Specification" and Commercial terms.

\*\*\*\*

In continuation of our above tender, we submit herewith the Price offer for supply of 50 Kg capacity 'B' Twill Gunny as per BIS Standard specifications. Our offer is for delivery at your destination points (Centre points of Thanjavur, Thiruvarur and Nagapattinam).

We agree to abide by the terms and conditions as stipulated by the TNCSC and also agree to supply the entire ordered quantity at the rates quoted by us as per supply schedule.

Thanking you

Yours faithfully

#### ANNEXURE-B PART II PRICE OFFER

#### TENDER REF NO. BS4/28206/2016

## SCHEDULE OF "OPEN PRICE" OFFER FOR SUPPLY OF 50 KG CAPACITY (94Cm X 57Cm X 580 Gms.) 'B' TWILL NEW BALE GUNNY

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- 1. The following rates are quoted for open price contract one month forward price for Delivery at Tamil Nadu Civil Supplies Corporation Godowns / MRMs at Thanjavur, Thiruvarur and Nagapattinam Districts in Tamil Nadu State.
- 2. Open price (Delivery at Tamil Nadu Civil Supplies Corporation Godowns / MRMs at Thanjavur, Thiruvarur, and Nagapattinam Districts in Tamil Nadu State) for 50 Kg capacity 'B' Twill New Bale gunnies for Kharif Marketing Season 2016-2017.
- 3. Contract will be concluded on the basis of Basic cost i.e., Ex-Factory price based on jute commission.
- 4. The tenderers should furnish details for items mentioned like branding, transport charges, insurance and other charges etc.
- 5. The rates in figures and words per 100 bags delivery at Tamil Nadu Civil Supplies Corporation Godowns / MRMs at Thanjavur, Thiruvarur and Nagapattinam Districts in Tamil Nadu State.
- 6. The VAT/CST and Cess Should be quoted separately.

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Sl.No.		Rate (in words).
a	Branding charges	Rs.
b	Excise / Cess	Rs.
С	Freight	Rs.
d	Insurance	Rs.
e	Others (Head-wise details should be furnished covering all aspects)	Rs.
	Total	Rs.

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S.No	SCHEDULE MONTH	QUANTITY OFFERED (in LAKH)
1	SEPTEMBER 2016	
2	OCTOBER 2016	
	TOTAL	
NOTE: 1 JE (C) FORM IC DECLUDED, IT CHOLL D. DE CRECIEICALL V MENTIONED		

NOTE: 1. IF 'C' FORM IS REQUIRED, IT SHOULD BE SPECIFICALLY MENTIONED. 2. THE RATE SHOULD BE QUOTED ONLY IN INDIAN RUPEE.

BOTH IN FIGURES AND WORDS

## ANNEXURE - C THE ADDRESSES OF DESTINATION POINTS

#### I. THANJAVUR

1. Modern Rice Mill,

TNCSC,

Ammanpet - 614 401.

Thanjavur.

2. Modern Rice Mill,

TNCSC,

Thirunageswaram - 612 204.

Thanjavur.

3. Modern Rice Mill,

TNCSC,

Pattukottai - 614 601.

Thanjavur.

4. Santhanam Godown,

TNCSC,

Pudukkottai Road,

Thanjavur.

#### II. NAGAPPATTINAM

5. Modern Rice Mill,

TNCSC,

Sitharkadu,

Mayiladuthurai,

Nagappattinam.

6. Modern Rice Mill,

TNCSC,

Erukkur,

Sirkali,

Nagappattinam.

7. Tamil Nadu Ware Housing Corporation,

Nagappattinam.

#### III. THIRUVARUR

8. Godown Complex,

TNCSC,

Thiruvarur - 610 001.

9. Modern Rice Mill,

TNCSC,

Sundarakottai,

Mannargudi,

Thiruvarur.

#### 10.Gunny Unit

Kachanam

T.N.C.S.C.,

Thiruvarur.

#### 11. Gunny Unit,

Keelpandi Godown,

T.N.C.S.C.,

Tiruvarur,

#### 12 Kodavasal,

Taluk Operational Godown,

T.N.C.S.C.,

Thiruvarur.

#### 13. Villakkudi,(Cap)

Gunny Unit,

T.N.C.S.C.,

Thiruvarur.

Or any other new godowns notified later on.

## TAMIL NADU CIVIL SUPPLIES CORPORATION :HEAD OFFICE : NO. 12, THAMBUSAMY ROAD :KILPAUK : CHENNAI – 600 010

#### BS4/028206/2016

Dated:27.07.2016

#### **CORRIGENDUM**

#### Tender Reference No.BS/028206/2016

#### Tender Notice No. DIPR/2769/Tender/2016 Dated: 09.07.2016

In connection with the tender notification published under tender reference No.BS4/28206/2016 on 09.07.2016 with regard to the purchase of 50 lakh Nos. of 50 Kg capacity 580 gms New Bale Gunny, the following corrigendum is issued.

Changes are made in specifications and tender condition No.(10) and ANNEXURE-A (TABLE-1) and the corrigendum document may be viewed and downloaded from <a href="https://www.tncsc.gov.in/www.tenders.tn.gov.in">www.tncsc.gov.in/www.tenders.tn.gov.in</a>.

S.No	Description in the tender document	To be read as	
1	IS 12650/2003 (Wherever mentioned)	IS:16186: 2014	
2.	Ends/dm 76cms Tolerance: +4cm, -3cm (page 28, S.No.2)	Ends/dm 46(Type A)  (or)  Ends/dm 64(Type B)	Tolerance +4 -3 +4 -3
3	Picks/dm 28cms Tolerance +2cm, -2cm (page no.28, s.no.3)	Picks/dm 50 (Type A) (or) Picks/dm 28(Type B)	Tolerance +2 -2 -2 -2
4	Contract mass of a bale Kg. 332.5Kgs (page no.29, S.No.3)	Contract mass of a bale 290 Kgs	-

5	A single Blue stripe running along	To provide additional colour	·
	the length of the bag at the centre	coded strip for identifying	
	shall be kept unchanged.	the group of five States	
	(page no.20 Tender condition	namely Tamil Nadu, Andhra	
	no.10(b)3	Pradesh, Telengana, Tamil	
		Nadu, Kerala and Karnataka.	
		This additional strip will be	_
		printed in Black colour and	
		will remain unchanged	
		irrespective of marketing	
		season. The width of this	
		strip will be of four thread	•
		width.	

Sd/- Ka. Balachandran, Managing Director.

General Manager (Business)