



**THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
NO. 301 TO 314, 3RD 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/PP BAGS/2016-17/09 Dated 02.01.2017
for
SUPPLY OF POLY PROPYLENE BAGS FOR CEMENT PACKING (PPC)**

**Closing at: 1100 Hours of 04.01.2017
Opening at: 1115 Hours of 04.01.2017**

STC invites Limited Quotations/Offer from our Empanelled Associate Suppliers/Manufacturers of Jute/HDPE/PP Bags for supply of **32,40,000 Nos. of POLY PROPYLENE BAGS FOR CEMENT PACKING (PPC)** to Tamil Nadu Newsprint and Papers Limited (TNPL), Tamil Nadu against their Tender No. 161733000682 dated 21.12.2016 under Back to Back Arrangement.

TNPL's Tender document is enclosed herewith and it forms an integral part of STC's Tender document. All the terms and conditions of TNPL'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 STC & TNPL Tender.

The proposed supply to TNPL shall be as per terms of our Expression of Interest STC/MUM/EOI/PM/2016-17 dated 15.06.2016, Letter of Empanelment dated 20.12.2016 and as per STC's existing salient terms, conditions, procedure etc. for similar business/supply to other Buyers.

Interested Suppliers are requested to submit their most competitive offer to STC with earliest delivery schedule as per following Terms and Conditions:-

| | | |
|---|----------------------------|--|
| 1 | QUANTITY | 32,40,000 Nos. of POLY PROPYLENE BAGS FOR CEMENT PACKING (PPC). The quantities indicated are approximate and are likely to vary at the time of placement of orders. Bidder shall supply the items/quantities offered at the rates quoted. |
| 2 | SPECIFICATION and PRINTING | As per Annexure-I General Terms and Conditions of TNPL's Tender document enclosed. |
| 3 | VALIDITY OF OFFERS | The offers to be kept valid for acceptance by STC for a period of 150 days from the date of opening of STC's Tender. |

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| 4 | TENDER FEES & EARNEST MONEY DEPOSIT | <p>Tenderer to deposit Tender Fees of Rs.500/- and EMD of Rs.1,00,000/- to STC's account through RTGS/NEFT, as per following banking details:-</p> <p>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</p> <p>The amount should be remitted to STC's account before 1100 Hours of 04.01.2017.</p> <p>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. In case the tenderer commits any breach of the tender conditions, STC can without any notice forfeit the EMD.</p> |
| 5 | SECURITY DEPOSIT | <p>EMD submitted at the time of participation in the Tender shall be converted into Security Deposit and the same will be returned after satisfactory completion of order.</p> <p>No Interest shall be payable on the Security Deposit amount by STC/ End Buyer. In case the tenderer commits any breach of the tender/contract conditions or any deductions made by TNPL against default, delay in supply, quality defects, shortages, etc., STC can without any notice forfeit the Security Deposit.</p> |
| 7 | SAMPLE | <p>The Tenderer are to submit each 5 Nos. of unprinted bags at free of cost strictly as per specification provided in the Tender document.</p> |
| 8 | TECHNO COMMERCIAL BID | <p>Following documents to be submitted as part of "Techno Commercial" Bid:-</p> <ol style="list-style-type: none"> (a) Tenderer to submit a Dealership Certificate in favour of STC along with Registration Certificate of the company. (b) Tenderer to submit an undertaking on company's letterhead for complete back up support to STC for completion of order placed by TNPL against said Tender. (c) Tenderer should have supplied minimum 10 Lakhs PP Bags to reputed factories in any one of the calendar month during the immediate past 12 months period. (Documentary proof of Purchase Order copies to be enclosed). (d) Proof of submission of Tender Fee of Rs.500/- and EMD of Rs. 1,00,000/- (e) Dully Filled Annexure II- Technical cum Commercial Bid of TNPL's Tender document. (f) Copy of STC's & TNPL's Tender document duly signed and stamped on each page as a token of acceptance. (g) Sample as per Clause No. 7 above |

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| 9 | PRICE BID | <p>Bidder to submit their most competitive quote on F.O.R. Kagithapuram basis as per Annexure-III of TNPL's Tender document.</p> <p>Quoted price should be inclusive of printing, loading, unloading charges, VAT, Service tax, transit insurance or any other charges/taxes/duties applicable on raw materials brought out items and consumable, C.S.T and excise duty, if any applicable on the last point of the sale and STC's Trading Margin of 1% etc. Break up of amount or percentage of Basic cost, Excise Duty, Sales Tax, P&F and Transportation cost etc may be mentioned clearly in the offer.</p> <p>Prices should be quoted on company's letterhead duly signed and stamped by authorised signatory of the company.</p> |
| 10 | SUBMISSION OF OFFERS | <p>a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by 1100 Hours of 04.01.2017 under Two Bid system i.e. Techno Commercial Bids and Price Bid.</p> <p>b) Techno Commercial Bids shall be opened at 1115 Hours of 04.01.2017. Price Bid of only Technically qualified tenderers shall be opened.</p> <p>a) Bids shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure).</p> <p>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 & conditions mentioned during registration process.</p> <p>c) The financial instrument such as Tender Fees, EMD 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.</p> <p>d) Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 8 above.</p> <p>e) Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).</p> <p>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.</p> <p>g) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.</p> <p>h) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.</p> <p>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.</p> |

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| | | 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. |
| 11 | FORCE MAJEURE | Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days. |
| 12 | CANCELLATION CONTRACT | If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the STC shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract. |
| 13 | INDEMNIFICATION | Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/ quality/ weight/purity/markings/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/ handling agent/ omissions/ negligence/ mistake/ misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out of or in connection with this Tender. |
| 14 | ARBITRATION | Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai. |

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| 15 | NO LIABILITY/ OBLIGATION OF GOVT. OF INDIA | It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement. |
| 16 | OTHER TERMS AND CONDITIONS | <ul style="list-style-type: none"> a) No bids shall be accepted in hard copy or in any other form. b) Conditional offers will be rejected summarily. c) Subletting of order will not be allowed. 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. STC is not bound to accept the lowest quotation and STC may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher. e) In all case of disputes, the decision of STC/KMML shall be final. f) 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 & conditions of respective Supply Order/Purchase Order of STC's Buyer will be binding on the part of Associate in full. g) 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 & conditions in total including penalty for strict compliance and no deviation of whatsoever nature will be entertained by STC. h) 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 |

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

RAVI JADHAV
Dy. General Manager



Tamil Nadu Newsprint and Papers Limited

(A Government of Tamil Nadu Enterprise)

Kagithapuram - 639 136, Karur Dist. Tamil Nadu, India.

Phone : (0091) 04324 - 277001 to 277010

Fax : (0091) 04324 - 277025 Purchase : 277026

PMD : 04324 - 277027 Mktg : 277028 & 277029

HR : 04324 - 277273 Cell : 94860 41341 to 41343 Grams : NEWSPRINT



TENDER: 161733000682

21.12.2016

Dear Sirs,

Sub: Tender for supply of **POLY PROPYLENE BAGS FOR CEMENT PACKING (PPC)** – Reg.

Ref: Our Tender No. 161733000682

TNPL would like to procure **POLY PROPYLENE BAGS FOR CEMENT PACKING (PPC)** against the above referred tender. In this connection please find enclosed the following:

| | |
|----------------|--|
| Annexure-I | General Terms and Conditions, Process Compliance Statement & Terms and conditions for Reverse Auction procedure. |
| Annexure-II | Technical-cum-Commercial Bid |
| Annexure – III | Price Bid Schedule (to be submitted in separate sealed cover) |

The tenderers are requested to go through the General Terms and Conditions of Tender, Terms and Conditions for Reverse Auction and Process Compliance Statement. The tenderers are requested to send one copy of the following duly signed in all pages in token of acceptance, along with the **Technical cum Commercial Bid** in a separate cover.

1. General Terms and Conditions of Contract
2. Terms and Conditions for Reverse Auction Procedure
3. Process Compliance Statement

Please write on the top of the cover in capital letters as "**TECHNICAL-CUM-COMMERICAL BID**" addressed to DGM (Purchase),TAMIL NADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur Dist, Pin: 639 136, Tamil Nadu.

The Price Bid (Annexure-III) should also be sent in a separate sealed tender cover superscribing Tender No and the Due date along with TECHNICAL CUM COMMERCIAL BID. Both the covers containing **PRICE BID** and **TECHNICAL CUM COMMERCIAL BID** are to be put in one sealed cover superscribing the TENDER NO and DUE DATE.

The due date for submission of TECHNICAL CUM COMMERCIAL BID and PRICE BID is **06.01.2017** before **3.00 PM**.

The **Technical cum Commercial Bid** will be scrutinized first and those who qualify in the **Technical cum Commercial Bids** satisfying all the tender conditions will only be considered for Price bid stage.

Corporate Office: 67, Mount Road, Guindy, Chennai – 600 032
Phone Nos: (0091) 044 – 22354415/16/18. Fax: (0091) 044-22350834 / 22354614

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TENDER No:161733000682

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Qualifying factors of the tender:

Please note that the following are the qualifying factors of the Tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price Bid stage.

1. TENDERER SHOULD BE A MANUFACTURER (**COPY OF REGISTRATION CERTIFICATE TO BE ENCLOSED**). HOWEVER IN CASE THE TENDERER IS A DEALER, NECESSARY DEALERSHIP CERTIFICATE FROM THE MANUFACTURER SHOULD BE ENCLOSED ALONG WITH REGISTRATION CERTIFICATE OF MANUFACTURER.
2. TENDER SHOULD HAVE SUPPLIED MINIMUM 10 LAKHS PP BAGS TO REPUTED FACTORIES IN ANY ONE OF THE CALENDER MONTH DURING THE IMMEDIATE PAST 12 MONTHS PERIOD (DOCUMENTRY PROOF OF PURCHASE ORDER COPIES TO BE ENCLOSED)
3. SUBMISSION OF TENDER FEE OF Rs.500/- IN CASE OF SUBMISSION OF TENDER.
4. SUBMISSION OF E M D OF Rs.1,00,000/-
5. RECEIPT AND ACCEPTANCE OF SAMPLE.
6. ACCEPTANCE OF PRICE VALIDITY AS PER TENDER.
7. SUBMISSION OF TENDER WITHIN DUE DATE AND TIME
8. TENDERER SHOULD POSSES VALID TIN / CST / PAN REGISTATION (**COPY OF CERTIFICATES TO BE ENCLOSED**)

PRICE BID STAGE:**At Price Bid stage, TNPL will follow the following methodology to finalise the tender:-**

1. Price Bid will be obtained from the tenderer in a separate sealed cover along with technical cum commercial bid.
2. TNPL will fix the opening price and minimum bid decrement for the E-auction (Reverse Auction). The date and time of E-auction will be communicated to the technically qualified tenderers separately.
3. After completion of the Reverse Auction bidding, on the same day or next working day at 4:00PM, TNPL will open the Price Bids of the qualified tenderers in the presence of interested bidders.
4. The lowest offer received through E-auction or through Price Bid whichever is lower only will be considered for placement of order.

Earnest Money Deposit (EMD):

- An EMD amount of **Rs.1,00,000/-** shall be paid directly to **Tamil Nadu Newsprint and Papers Limited** current account maintained in **INDUS IND BANK LIMITED** by RTGS / NEFT as per the details provided below.

Account.No.ZTNPLE3700682XXXXX,**XXXXX – The first five characters (letters) of your company name.****For example.****If the Name of Company is “WELCOME AGENCIES”****Than, the Account No shall be ZTNPLE3700682WELCO****IFSC CODE: INDB0000204**

- TNPL will not entertain any request for adjusting the EMD from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.
- Offers received without EMD are liable for rejection.
- The EMD of successful tenderer shall be converted into Security Deposit and the same will be returned after satisfactory completion of order. The Security Deposit shall not bear any interest.



TAMILNADU NEWSPRINT AND PAPERS LTD

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Tender Fee:

- The TENDER FEE amount of **Rs.500/-** shall be paid directly to **Tamil Nadu Newsprint and Papers Limited** current account maintained in **INDUS IND BANK LIMITED** by RTGS / NEFT as per the details provided below.

- **Account.No.ZTNPLT3700682XXXXX,**
XXXXX – The first five characters (letters) of your company name.

For example.

If the Name of Company is “WELCOME AGENCIES”

Then, the Account No shall be ZTNPLT3700682WELCO

IFSC CODE: INDB0000204

NOTE: TNPL is not bound to accept the lowest quotation and TNPL may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher.

TNPL reserves the right to reject any or all tenders at our discretion without assigning any reason whatsoever. TNPL is not responsible for any postal or any other delay in submission of bid on due date and in time.

Thanking you,

Yours faithfully,
for TAMIL NADU NEWSPRINT AND PAPERS LIMITED,

DGM (PURCHASE)



TAMILNADU NEWSPRINT AND PAPERS LTD

TENDER NO: 161733000682

ANNEXURE I – GENERAL TERMS AND CONDITIONS

01. QUANTITY:

Our approximate **Six months requirement of Poly Propylene Bags for Cement Packing (PPC)- 32,40,000 Nos.** The quantity indicated above is only approximate. It may vary on either side and TNPL does not guarantee for the same.

02. SPECIFICATION:

| S.NO | PARAMETERS | SPECIFICATION |
|------|--|---|
| 1 | Material Description | Polypropylene Bags for Cement Packing (PPC) |
| 2. | Fabric | Circular woven un Gusseted bags. The width of fabric (tape) shall be minimum 2.6 mm. GSM of fabric should be 84 gm/sq.m. Stitching thread is to be made of Multifilament yarn of 111 Tex/1000 denier. Stitching needle should be replaced after every 10000 bags or earlier as per wear & tear. |
| 3 | Raw Material | Virgin raw material (TC to be produced) |
| 4 | Size | 29" x 19" non-gusseted (Tolerance) |
| 5 | Length of the bag | 29" (+0.0 / -1.0) cm |
| 6 | Width of the bag | 19" (+0.0 / -1.0) cm |
| 7 | Weight of each bag | 72 Gms |
| 8 | Ends per dm. Min | 40 + 1 |
| 9 | Picks per dm. Min | 40 + 1 |
| 10 | Weight Tolerance: | |
| | | Minus (-) 2 grams is allowed. If the weight is less than 70 Gms the bags will be rejected. |
| 11 | Mass of fabric g/m | 72 Gms |
| 12 | Breaking load of fabric N.Min on 5.0cm x 20.0cm cut strip | |
| 13 | Widthwise | 850 (As per IS) |
| 14 | Lengthwise | 850 (As per IS) |
| 15 | Breaking load of top or Bottom seam, N.Min | 390 (As per IS) |
| 16 | Mesh | 10 x 10 |
| 17 | Width of the valve | 10 cm + 1.0cm |
| 18 | Depth of the valve | 21cms (min) – 0.5cm |
| 19 | Minimum breaking strength of the thread | 90 N |
| 20 | Elongation | 20% |
| 21 | Number of Stitches | 13 per DM |
| 22 | Branding | Branding on the bags should be done as per the monograms sample bags. |
| 23 | Fabric Colour | Yellow – Brown |
| 24 | Printing Colour | Red |

PP BAGS TEST CERTIFICATE SHOULD BE ENCLOSED WITH EACH SUPPLY.

03. QUALITY: Quality is the essence of this tender. The supplier shall supply the material strictly as per the specification mentioned above. The material supplied will be inspected at our factory. Quantity as ascertained on receipt of material at our Site will be treated as quantity supplied wherever the package/materials are received intact. For each consignment/supply, test/quality certificate should be sent without fail. **As regards quality, our quality report will be final and our decision on acceptance or rejection will be final and binding on you.**

04. VALIDITY: The rate quoted should be valid for a minimum period of 90 DAYS for acceptance from the date of opening of Price Bid. During the validity period, bidder is not permitted to make any upward revision in the rate. The order shall be kept valid for a period of **Six Months** from the date of release of order. During the validity period of the order, no upward revision in price will be allowed except in case of increase in statutory levies.

TENDER NO:161733000682**[2]****05. TRANSPORTATION:**

- a) It is the responsibility of the supplier to arrange transportation and supply the material on F.O.R. Destination basis. TNPL requires the material on F.O.R. Kagithapuram basis only. Otherwise the offer is liable for rejection.
- b) The material should be despatched in trucks by road on freight PAID basis. Freight charges may be claimed by way of separate Debit Note. TNPL will not consider payment of Service tax and Educational cess on service tax for freight claimed through debit note.

06. TERMS OF PAYMENT: 100% payment will be made within 35 days from the date of receipt of materials subject to acceptance by RTGS Scheme.

➤ Please note that sending payment through RTGS Scheme, the banks will charge amount which is nominal and less than the charges for purchase of demand drafts. By availing the above scheme, the payment will be credited to your account on the same day itself. Therefore, please provide the following details **duly certified by your bankers** to the undersigned for onward submission to our Accounts Department:-

- | | |
|---------------------|-------------------|
| 1. Name of the Bank | 3. Branch Code |
| 2. Branch Name | 4. Account Number |

07. DUTIES AND TAXES: ED and VAT@5% taxes etc if applicable should be mentioned clearly and separately with the percentage of duties and taxes applicable.

Please note that, as TNPL shall avail CENVAT benefit, please mention clearly in the offer the applicable Excise duty (ED). TNPL shall take the same into consideration while evaluating the offers.

CENVAT: Duplicate copy of Excise duty invoice should be sent along with each supply for the purpose of availing CENVAT credit. Copy of ED invoice should be sent in a separate cover addressed to M (LSFM-Stores) as may be specified in the purchase order. Without copy of ED invoice, material will not be unloaded.

VALUE ADDED TAX (VAT): Please note that with effect from 01.01.2007, Tamilnadu Government has implemented VAT system. Under the proposed VAT system, TNPL is eligible to avail set off for the sales Tax paid on the purchases made within the state. While evaluating the offers, the above shall be taken into consideration. You should submit Bills as detailed below:-

- (a) All the suppliers have to raise the Tax invoices as prescribed by the VAT Act 2006.
- (b) The supplier's Tax Payers Identification No(TIN) and CST No. shall be printed in all the tax invoices without fail (TIN Registration Certificate Xerox Copy is to be enclosed along with the Technical-cum-Commercial Bid without fail).
- (c) The name and TIN No:33383760524 of TNPL should be clearly mentioned in the invoice without fail by all the suppliers.
- (d) Please note that TNPL shall avail input tax credit only against Original Tax Invoice furnished by the registered supplier.
- (e) The Tax Invoice shall clearly mention the taxable amount, tax rate and the tax amount.
- (f) The supplier has to submit VAT / Tax Invoice in Quadruplicate (one original for claiming VAT, duplicate copy for claiming cenvat credit, and two other copies for filing it with payment voucher and for file., incorporating all the details as per the VAT Act & Rule (on implementation) is to be sent for the purpose of claiming set off under VAT.

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TENDER NO: 161733000682**[3]**

Please inform whether you are a tax payer in the name of organization or individual. If so please furnish the latest Income Tax Clearance Certificate with PAN NUMBER (Photo copy of PAN to be enclosed).

08. **DELIVERY:** In the event of an order, you shall be in a position to start supplies within short notice and dispatches are to be effected as per delivery schedule given by TNPL from time to time. The material should be delivered directly to the Cement Plant Stores.

09. **DELAY OR NON DELIVERY:** Time is the essence of the contract and completion of delivery dates agreed to are binding on the seller. In the event the seller is not able to supply as per the delivery schedules given by TNPL, Purchaser will have a right either to cancel the order without prejudice to any other rights or to make purchase from an alternate source at the risk and cost of the seller.

10. **REJECTION:** TNPL requires **Polypropylene Bags** as per our specification given in S.No.2 above. Material not meeting our specification will be rejected outright and the rejected material shall be taken back immediately and replacement should be made within 5 days from the date of intimation. The rejected material shall be taken back within 15 days from the date of intimation. Otherwise, the rejected material will be send back to you at your risk and cost without any financial commitment to TNPL.

11. In case of rejection and failure to replace goods, the order will be treated as incomplete and we may cancel the order and will arrange to purchase the goods from elsewhere at your risk and cost and the purchase order on you will be cancelled and action taken as per the order terms.

12. **EARNEST MONEY DEPOSIT:**

- An **EMD** amount of **Rs.1,00,000/-** shall be paid directly to **Tamil Nadu Newsprint and Papers Limited** current account maintained in INDUS IND BANK LIMITED by RTGS / NEFT as per the details provided below.

Account.No.ZTNPLE3700682XXXXX,

XXXXX – The first five characters (letters) of your company name.

For example.

If the Name of Company is “WELCOME AGENCIES”

Then, the Account No shall be ZTNPLE3700682WELCO

IFSC CODE: INDB0000204

13. The tender should be valid for a minimum period of 90 days from the date of Price Bid opening. No bidder is permitted to withdraw his offer within the validity period of the tender or before finalisation of the order. In case any bidder withdraws his offer within the validity period of the offer or before finalisation of the order, the EMD amount paid by him will be forfeited.

14. The EMD of the successful bidder will be converted into Security Deposit. This amount will not bear any interest and will be refunded on satisfactory completion of the order. This amount shall stand forfeited in the event of cancellation of order due to unsatisfactory performance of the seller.

15. **SAMPLE:** All the tenderers are requested to submit **each 5 Nos of unprinted bags** at free of cost strictly as per specification mentioned in S. No.2 along with Technical cum Commercial Bid. In case of non-receipt of sample, the tender will not be considered. Those who fail to submit the sample in time and whose sample is not found acceptable; their tender will not be considered. The tenderers are expected to submit only one sample meeting our requirement. In case any tenderer submits more than one sample, only one sample will be tested and the result of such sample will be considered for evaluation purpose. In case sample is sent separately, please ensure that the same should reach us on or before TNPL will not be responsible for any delay in receipt of sample and sample received after will not be accepted. Tenders containing inadequate sample will not be considered. The test result of ours will be final and binding and no dispute will be entertained.

Note: The sample should be packed separately. The technical bid or the price bid should not be placed in the sample pack.

All suppliers should submit sample without fail, otherwise your offer will not be considered.

TENDER NO.161733000682

[4]

16. The suppliers are permitted to deal only with the Purchase Dept.

17. **TNPL is not bound to accept the lowest quotation and TNPL may accept or reject the lowest quotation or any quotation at its sole discretion without assigning any reason whatsoever.**

18. **TRANSIT RISK & INSURANCE:** Transit insurance should be arranged by the supplier at their cost.

19. **CANCELLATION:** In the event of unsatisfactory performance in executing the order as per the terms, the order is liable for cancellation. In the event of cancellation, the Security Deposit will be forfeited. TNPL reserves the right to exercise the Risk Purchase Option given in Clause (20) of the General Terms and conditions of the tender. Also the TNPL reserves its right to cancel the order in full or part thereof without giving any reason by giving 15days notice if the material is not required due to any reason.

20. **RISK PURCHASE:** In the event of PURCHASER terminating the contract in whole or in part, they may procure on such terms and in such manner as they deem appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess cost for similar supplies. However, in case of part termination of contract by the PURCHASER, the SELLER shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

21. **CORRESPONDENCE:** All correspondence concerning the tender shall state the tender No and due date and shall be addressed to **DGM (Purchase), Tamil Nadu Newsprint and Papers Limited, Kagithapuram - 639 136, Karur District, Tamil Nadu.**

22. **COVERING LAW AND JURISDICTION:**

Notwithstanding anything contained herein is hereby agreed that only the Courts at Chennai shall have exclusive jurisdiction for the adjudication of any disputes between the parties hereto, to the specific exclusion of all other courts.

23. TNPL reserves the right to split the order on more than one vendor.

24. **INFORMATION / DOCUMENTS:**

Tender should provide true and correct information /documents wherever asked for in the tender. At any point of time, if the information/ supporting documents provided by the tenderer is false / fabricated, tenderer's offer shall be disqualified automatically.

25. **ARBITRATION:**

If any time, any question, dispute or difference whatsoever shall arise between TNPL and supplier arising out of or in connection with the contract, the parties thereto shall make best effort to settle such question, dispute or difference amicably by direct informal negotiation.

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| | | | | |
|-------------------------------------|--------|---|-----|-----------------|
| Mr.S.Ravichandran DGM (Purchase) | Phone | 04324 – 277 001(Extn:2683) | Fax | 04324 – 276 368 |
| | e-mail | ravichandran.s@tnpl.co.in / purchase.lsfm@tnpl.co.in | | |

Selection process of vendors:

- Bidders must submit the Process Compliance Statement and price bid to TNPL along with Technical-cum-Commercial bid.
- Subsequently, TNPL would communicate the Opening Price, Bid decrement and date and time of Reverse Auction
- On the event date, Vendors shall submit bids from their computers through Internet on www.tnpltenders.com. As and when other bidders place the bids, they would have the opportunity to revise their bids downwards if they wish to do so.
- Bidders must communicate their final bid amount by Fax or E-mail to TNPL immediately after the bid event. This may be followed by a hard copy communication of price by Post or Courier.
- At the end of the sourcing event, TNPL will have a list of all the bidders with their final bids, and will decide on awarding the business based on the comprehensive value proposition of each Bidder.
- TNPL's decision on the award shall be final and binding. In case two bidders emerge as L1 in the bidding, the supplier who has placed the bid early would be considered active L1 and given weightage.

All other terms and conditions are as per TNPL tender.

Bidding Price Format: Bidders should quote the **Rate per NO in INR**

Opening Price:

- Opening price is defined as the highest initial price.
- Bidders can bid lower than the Opening Price.

Currency:

All the Bidders must quote in the currency as informed by TNPL.

Bid Decrement:

Bid Decrement is the minimum fixed amount by which the next bid value can be decreased.

Bid event format:

This bid event will be conducted in Standard English Price Bid Event, with Alias Name Format.

Quantity/Specifications/Terms and Conditions:

Please refer the Annexure - I for the above details.

Bidding Time & date:

Bidding Time & date will be communicated by TNPL separately.

EVENT INFORMATION**Extension Rule:**

- There would be system generated Auto Extensions of 5 minutes each, if there is a bid placed by any participating supplier(s) in the last 5 minutes.
- Extension of 5 minutes would happen for any number of times, if bid(s) is/are placed in the last 5 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 5 minutes.

Illustration:

- If a bid is placed between 14:55 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.05 hours.
- If no bids are placed between 14:55 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

Validity:

The bidders should keep their bids valid for a period of 90 days from the date of Price Bid opening. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.



PROCESS COMPLIANCE STATEMENT

| | | | |
|--------------------------------|--|-----------------------|----------------------------|
| Bid event to be held on | | TNPL Tender No | <u>161733000682</u> |
|--------------------------------|--|-----------------------|----------------------------|

Name of the Organization: _____

The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the auction rules on participation at the bid event. The award decision by TNPL would be final and binding on us.

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. Bids once made cannot be withdrawn or modified under any circumstances.
8. TNPL can decide to extend, reschedule or cancel the auction.
9. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid.
10. We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
11. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
12. TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.

13. Validity:

The bidders should keep their bids valid for a period of 90 days from the date of Price Bid opening. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

14. The Lowest quoted vendor in the Reverse Auction, should be, immediately after the Reverse Auction, furnished the price break up details viz. Basic, ED, Sales tax, freight etc.

We agree to have read, understand and agree to abide by this statement.

| | |
|-------------------------|--|
| Organization | |
| Name | |
| Designation | |
| Signature & stamp /seal | |
| Date & Place | |



TENDER NO: 161733000682
ANNEXURE II - TECHNICAL CUM COMMERCIAL BID

NOTE:

1. Before filling up the details, please carefully read all the points. No correction or overwriting is allowed.
2. The last date for submission of sealed tender is **06.01.2017** before **3 PM**.
3. No late tender will be entertained and TNPL will not be responsible for the postal delay or any other delay in submission of bid on due date and in time.

| | | |
|-------------|--|---|
| 01. | Tenderer should be a manufacturer (copy of registration certificate to be enclosed). However in case the tenderer is a dealer, necessary dealership certificate from the manufacturer should be enclosed along with registration certificate of manufacturer. | YES / NO |
| 02. (a) | Location / place | |
| 02. (b) | Daily production capacity | _____ NOS |
| 02. (c.) | Quantity commitment per Month: | Minimum : _____ NOS Maximum: _____ NOS |
| 03. | PAYMENT THROUGH RTGS: Please inform whether we can make payment within 35 days through RTGS Scheme. In case of acceptance, please provide the details in the consent letter which must be duly certified by your bankers. | AGREED / NOT AGREED In case of acceptance, please provide the following details:-: 1.Name of the Bank: 2.Branch Code : 3.Branche Name : 4.Account Number : |
| 04. | TRANSPORT ARRANGEMENT: It is the responsibility of the supplier to arrange transportation and freight charges shall be claimed through debit note which will be settled while making payment for the material value. | AGREED / NOT AGREED |



TAMILNADU NEWSPRINT AND PAPERS LTD

TENDER NO:161733000682

[2]

| | | |
|------------|---|---|
| 05. (a) | TENDER FEE: Have you furnished Tender fee amount of Rs.500/- by RTGS / NEFT directly to Tamil Nadu Newsprint and Papers Limited as per tender terms. | UTR NO : AMOUNT: DATE: |
| 05. (b) | EMD AMOUNT: Have you furnished E M D amount of Rs.1,00,000/- by RTGS / NEFT directly to Tamil Nadu Newsprint and Papers Limited as per tender terms. | UTR NO : AMOUNT: DATE: |
| 06. | EXPERIENCE: How long you are in the field of manufacturing Polypropylene Bags. Please indicate the name and addresses of the factories to whom you have supplied for the past 3 years with supporting documents (Photo copy of purchase orders to be enclosed). | |
| 07. | Have you supplied Polypropylene Bags to TNPL previously? If so, furnish order particulars and quantity supplied. | |
| 08. | FINANCIAL STATUS: Please give your sales turnover for the past 3 years along with supporting documents: | |
| 09. | BANKER: Please furnish the name and address of your banker. | |
| 10. (a) | Are you a tax payer either in the name of organisation or individual? If so please furnish the latest Income Tax Clearance Certificate with PAN NUMBER (Photo copy of PAN to be enclosed). | |
| 11 (a). | STATUS OF ORGANISATION: Partnership / proprietorship / private limited company / Public Limited Company / Public undertaking. (Please furnish the name and address of proprietor/partners in case of proprietor / partnership concern). In case of SSI unit, please furnish the Registration Number with date and copy of Registration Certificate In case of Small, Micro & Medium Enterprises, please put tick (√) (If applicable , pl. provide Registration no with Copy of Certificate to be enclosed) | SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> MICRO <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> Registration No: |

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| | | |
|------------|---|--|
| 11 (b) | Please mention your Central Sales Tax (CST) and State Sales Tax registration nos. | CST NO: dt. State Sales Tax No: dt. |
| 11. (c) | Please mention your Tax Payers identification (TIN)No and send one copy of registration certificate (a declaration from the supplier for the validity of the certification of registration under VAT) | TIN NO : dt |
| 12. | Minimum time required to commence Supplies: | _____ days |
| 13. (a) | <u>VALIDITY OF OFFER AND RATE:</u> Agreeable to keep the quotation valid for a minimum period 90 days from the date of Price Bid opening. | AGREED / NOT AGREED |
| 13 (b) | Whether accepted the Validity Clause no. 04 of General Terms and Conditions of this Tender. <u>Offers of those who do not agree for four months validity of order will not be qualified in the tender.</u> | AGREED / NOT AGREED |
| 13 (c) | During the validity period, no price increase will be asked except in the case of statutory levies like excise duty and sales tax. | AGREED / NOT AGREED |
| 14. | <u>QUALITY :</u> Can you supply the material strictly as per the TNPL specification | |
| 15. | <u>REJECTION OF MATERIAL:</u> In case of rejection, time required for replacement shall be 5 days from the date of intimation. The rejected material shall be taken back within 15 days from the date of intimation. Otherwise, the rejected material will be send back to you at your risk and cost without any financial commitment to TNPL. | AGREED / NOT AGREED |
| 16 | <u>SAMPLE:</u> Whether sample has been sent as per tender conditions. If so, please furnish the mode/date of dispatch with details/date of delivery at TNPL. Those whose sample is not received within the stipulated date and whose sample is not found acceptable their offers will not be considered. If sufficient quantity of sample is not received, their bid will not be considered. | |

Contd...4



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[4]

| | | |
|-----|---|-----------------|
| 17 | QUANTITY & SPLITTING OF ORDER: Whether agreeable to splitting up of order. (TNPL reserves the right to place order for the full tender quantity or part quantity thereof or split the order on more than one vendor or to place trial order in case of new vendors at its sole discretion). | YES / NO |
| 18. | DECLARATION: Whether the partners or directors or proprietor as the case may be of the company are related to any of the Employees of TNPL. In case the partners or directors or proprietor of the company are related to any of the employees of TNPL, a declaration to this effect giving the details of the name of the Employee, relationship etc., should be provided separately without which the offer will not be considered. | YES / NO |

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agree to all the terms and conditions of TNPL **Tender No.161733000682**

I/We accept all the terms and conditions contained in TNPL **Tender No. 161733000682**

| | |
|--|-----------------------|
| DATE : | |
| ADDRESS TO WHICH ORDER IS TO BE PLACED (In case of placement of order) : | |
| CELL NO : | |
| PHONE NO : | |
| FAX NO : | |
| CONTACT PERSON: | |
| E_Mail : | (SIGNATURE WITH SEAL) |



TENDER NO: 161733000682
ANNEUXRE: III - PRICE BID FORMAT

To
M/s Tamil Nadu Newsprint and Papers Limited
Kagithapuram - 639 136

Sub: Supply of **POLYPROPYLENE BAGS FOR CEMENT PACKING (PPC)** – Reg.

I/We hereby quote our rate as under:

PRICE– Rs / NO

| | | |
|-----|---|--|
| 01. | Basic Price: | |
| 02. | Excise Duty | |
| 03. | TNVAT | |
| 04. | CST | |
| 05. | Other Charges, if any (Please specify clearly): | |
| 06. | Freight charges (if any) | |
| | Landed Cost / No | |

Place:

Signature of the Tenderer with office seal

Date:

| | |
|---|-----------------------|
| DATE : | |
| ADDRESS TO WHICH ORDER IS TO BE PLACED (In case of placement of order) : | |
| PHONE NO : | |
| CELL NO : | |
| CONTACT PERSON : | |
| Email : | |
| | (SIGNATURE WITH SEAL) |