SHORT E-TENDER DATE: 05.05.2022



TAMIL NADU CIVIL SUPPLIES CORPORATION HEAD OFFICE, NO.12, THAMBUSAMY ROAD, KILPAUK, CHENNAI-600 010. SHOR E-TENDER DOCUMENT

FOR THE PURCHASE OF 300 MTs. OF GREEN GRAM (WHOLE)

AS PER AGMARK SPECIFICATIOINS

(FOR ISSUES UNDER PTMGRNMP & ICDS) (NOT TRANSFERABLE)

NIT No. BS7/007555/2022/TNCSC/ 22-23/ET- 04

Tamil Nadu Civil Supplies Corporation, Head Office, invites online Short e-tender for "PURCHASE OF 300 MTs. GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATIOINS

Offers should be submitted in two parts i.e. i) Technical Bid and ii) Price Bid.

(SCHEDULE OF SHORT E-TENDER (SOT)

a. NIT No and Date	BS7/007555/2022/ TNCSC/ 22-23/ET-04		
	<u>Dt.18.04.2022</u>		
b. MODE OF E-TENDER	e-Procurement System		
	(Online Part I - Techno-Commercial Bid and		
	Part II - Price Bid through		
	www.mstcecommerce.com/eprochome/tncsc		
c. SHORT E-TENDER NO	BS7/007555/2022/ TNCSC/ 22-23/ET-04		
COMMODITY AND QUANTITY PROPOSED TO BE PURCHASED	300 MTs. of GREEN GRAM (WHOLE)		
PERIOD OF SUPPLY	WITH IN TWENTY (20) GODOWN WORKING DAYS.		

d. Date of NIT available to parties to download	19.04.2022	
e. i) Earnest Money Deposit ii) Transaction Fee	Rs. 2,17,245/- (Rupees two lakh seventeen thousand two hundred and forty five only) Payment of EMD by RTGS /NEFT in favour of TNCSC (Refer clause 9 of the Tender document) Rs.9,500/- (Excluding GST) Payment of Transaction fee using "Transaction Fee	
	Payment" Link under "My Menu" in the vendor login in favour of MSTC LIMITED (refer clause. No.4 of Important Instructions for E-procurement)	
f. Last date of submission of Transaction fee through NEFT / On line Payment in favour of MSTC Limited, Kolkata.	3 (Three working days) before the last date of closing of short e-Tender.	
g. Date of Starting of Short e-Tender for submission of on line Techno- Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/tncsc	19.04.2022 From 5.00 P.M	
h. Date of closing of online Short e-Tender for submission of Techno- Commercial Bid & Price Bid.	05.05.2022 at 11.00 A.M	
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid will be opened provided if they satisfy the standard criteria laid down by the T.N.C.S.C in Part-I cover.	05.05.2022 at 11.30 A.M	

IMPORTANT NOTICE

This Tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the Tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting their bids.

Process of Short E-tender:

1

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno - commercial bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNO-COMMERCIAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/tncsc

- with 1). Vendors are required to register themselves online www.mstcecommerce.com→ e-Procurement →PSU/Govtdepts→ Select TNCSC Logo->Register as Vendor -- Filling up details and creating own user id and password--Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact TNCSC/MSTC, (before the scheduled time of the Short e- tender).

Contact person of Tendering Authority:

1. Mr. J.Senthilnathan

Sr.Manager - EDP

Mobile: 9444055586 Email: tncsc.tn@nic.in 2. Mr. P. Aravindan, M.A., B.Ed., MSc., (Psy) General Manager (Business)/DRO,

Mobile: 9444082448 Email: tncscgmb@nic.in

2.Ms. Babitha,

Contact person (MSTC Ltd):

1.Mr. N Shanmugam

Senior Manager

Mobile: 9176397264/9884114557 Email: nshanmugam@mstcindia.co.in

Chief Manager MobileNo:9444976359

Email:

MSTC Help Desk No.033-22901004

- B) System Requirement:
- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser (preferably IE-10 & above)
- iii) Signing type digital signature

	iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the
	system.
	To disable "Protected Mode" for DSC to appear in The signer box following settings
	may be applied. • Tools => Internet Options => Security => Disable protected Mode If enabled- i.e,
	Remove the tick from the tick box mentioning "Enable Protected Mode".
	Other Settings:
	Tools => Internet Options => General => Click On Settings under "browsing history/
	Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit
	the Webpage".
	To enable ALL active X controls and disable 'use pop up blocker' under
	Tools→Internet Options→ custom level (Please run IE settings from the page
	www.mstcecommerce.com once)
	The Techno-commercial Bid and the Price Bid shall have to be submitted online at
2	<u>www.mstcecommerce.com/eprochome/tncsc.</u> Tenders will be opened electronically on specified date and time as given in the Tender.
	specified date and time as given in the Tender.
	All entries in the tender should be entered in online Technical, Commercial and Price bid
3	Formats without any ambiguity.
	Special Note towards Transaction fee:
_	The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under
4	"My Menu" in the vendor login. The vendors have to select the particular tender from
	the event dropdown box. The vendor shall have the facility of making the payment
	through Online. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets
	credited to MSTC's designated bank account, the transaction fee shall be auto authorized
	and the vendor shall be receiving a system generated mail.
	Transaction fee is non-refundable.
	A vendor will not have the access to online Short e-tender without making the payment
	towards transaction fee.
	NOTE
	Bidders are advised to remit the transaction fee well in advance before the closing time
5	of the event so as to give themselves sufficient time to submit the bid. Information about tenders /corrigendum uploaded shall be sent by email only during the
)	process till finalization of tender. Hence the vendors are required to ensure that their
	corporate email I.D. provided is valid and updated at the time of registration of vendor
	with MSTC. Vendors are also requested to ensure validity of their DSC (Digital
	Signature Certificate).
6	Short e-tender cannot be accessed after the due date and time mentioned in NIT.
	Short e-tender cannot be accessed after the due date and time mentioned in 1411.
7	Bidding in short e-tender:
	a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If
	ANY) to be eligible to bid online in the
	b) Short e-tender. Tender fees and Transaction fees are non refundable. No interest

will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

The process involves Electronic Bidding for submission of Techno-commercial Bid and the Price Bid.

- c) The vendor(s) who have submitted transaction fee can only submit their Technocommercial Bid and the Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under tncsc→My menu→ Auction Floor Manager→ live event →Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Techno-commercial Bid, vendor should click 'save' for recording their Techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire short e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The Short e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the Short e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 1) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the Techno-commercial Bid and the Price Bid terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this short e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

SHORT E-TENDER FOR THE SUPPLY OF 300 METRIC TONNES (MTs) OF GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATION

1. PREAMBLE

- a) In order to meet out the monthly requirement of Green Gram (Whole) for the months of April – 2022 to June - 2022 Tamil Nadu Civil Supplies Corporation (TNCSC) is procuring Green Gram (Whole) through tendering Process for issue under Puratchi Thalaivar MGR Nutrition Meal Programme & Integrated Child Development Scheme.
- b) Accordingly, TNCSC proposed to procure 300 MTs. of Green Graam (Whole) as per AGMARK specification given in Annexure-A to be delivered at TNCSC godowns in all 33 regional godowns. The short e-tender notification has been published on 19.04.2022 fixing the date of opening of short e-tender on 05.05.2022.
- c) The successful tenderers should work closely with the Tamil Nadu Civil Supplies
 Corporation in achieving the scheduled targets.

2.SHORT E-TENDER NOTIFICATION



TAMIL NADU CIVIL SUPPLIES CORPORATION Head Office, 12, THAMBUSAMY ROAD, KILPAUK, CHENNAI-600 010 Ph.No. (044) 26426773

Email id .: tncsc.tn@nic.in

CIN:U15137TN1972SGC006157

SHORT E-TENDER NOTICE

No.: BS7/007555/2022 Dated:18.04.2022

SHORT E-TENDER No.: TNCSC/22-23/ET-04

Tamil Nadu Civil Supplies Corporation invites online electronic tender for "PURCHASE OF 300 MTs OF GREEN GRAM (WHOLE)" as per AGMARK specification.

Complete Short e-Tender document can be viewed and downloaded through https://www.mstcecommerce.com/eprochome/tncsc and also available in www.tenders.tn.gov.in

The bidders have to participate online bidding only with Digital Signature Certificate (DSC) of Class-II or Class-III

For Registration and further details contact MSTC LIMITED, Phone: 25222842/ 25251910/ 25261005 e-Mail: mstcsro@mstcindia.co.in

Last Date for Online Submission: 05.05.2022

MANAGING DIRECTOR.

FORM-A

SHORT E-TENDER FOR THE SUPPLY OF 300 METRIC TONNES (MTs) OF GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATION

REFERENCE No.BS7/007555/2022 TNCSC/22-23/ET-04

1)	Tender inviting authority Designation / Address	The Managing Director, Tamil Nadu Civil Supplies Corporation, No.12, Thambusamy Road, Kilpauk, Chennai-10.				
2)	Commodity	Supply of 300 MTs. of GREEN GRAM (WHOLE) as per AGMARK Grade and Specifications.				
3)	Quantity	Supply of 300 MTs. of GREEN GRAM (WHOLE) as per AGMARK Grade and Specifications for issue under Puratchi Thalaivar MGR NMP Scheme and ICDS. Grams have to be supplied within 20 (twenty) godown working days from the date of confirmation of offer.				
	Place of execution	All 33 Regional Godowns				
4)	Viewing of tender form	On all days from 5.00 PM on 19.04.2022 and up to 10.30 AM on 05.05.2022.				
5)	Earnest Money Deposit amount payable for Short e-tender through RTGS/NEFT	Rs. 2,17,245/- (Rupees two lakh seventeen thousand two hundred and forty five only) for Green Gram (Whole)				
7)	Due date for online submission of filled	Date of Short e-Tender	Closing time	Opening time		
	tender documents & opening of Short e-tender	05.05.2022	Upto 11.00 A.M.	at 11.30 A.M.		

PRE- QUALIFICATION CRITERIA

- 1. The bidder should have GST number issued under GST Act.
- 2. The bidder should be a supplier of pulses / other essential commodities to any Government /Quasi Government / any Government Institutions / Private Institutions and should have at least 3 years of experience from the date of commencement of such supplies.
- 3. The tenderer should have quality certification regarding various aspects such as Grading & Marking & Machinery/infrastructure, capacity, labour compliances, specification obtained either under Agricultural Produce (Grading and Marking) Act or Rules or Bureau of Indian Standards Act and Factory Act & Food safety Rules/Act and Agmark Standards to prove that the tenderer has the required processing facilities and that the products are handled in hygienic condition. Tenderer must have updated technologies at the processing places to ensure proper processing.
- 4. The tenderer should have supplied not less than 50 MTs of pulses / Food commodities in single contract and three such contract should have been executed in any of the last 10 financial years i.e., 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-18, 2018-19 and 2019-2020 to any Government / Quasi Government / any Government Institutions / Private Institutions. Completion report obtained from competent authority should be furnished.
- 5. The bidder should have reported an average annual turnover of at least 25% of the value of tender in the last three financial years i.e. 2018-19, 2019-20 and 2020 2021 The bidder must produce completed Audited Financial Statement as on 31.03.2021.
- 6. The bidder should have furnish audited Balance sheet, Profit and Loss account and the Income-tax return submitted for the last 3 financial years duly certified by the Auditor i.e. 2018-19, 2019-20 and 2020-2021. The bidder should produce a certificate obtained from the Auditor indicating the Current Ratio based on the last three financial years i.e. 2018-19, 2019-20 and 2020 2021 audited accounts.
- 7. The bidder should have a sound working capital to carry out the supply order without interruptions and financial obstacles. They must produce the evidence to show that they have a required working capital to carry out activities (procuring, processing, transporting and supplying etc.,) as per the agreement with TNCSC and evidence in having sound working capital in proportion to the contract value. Current Ratio to be indicated clearly.
- 8. The offered quantity shall not be less than 20% of the tendered quantity subject to Rule-31 (4) of Tamil Nadu Transparency in Tenders Rules 2000. Separate letter should be submitted by the Tenderer in this behalf. If the offered quantity is less than the 20% of the tendered quantity the EMD of the tenderer will be forfeited.

- 9. There should not be any pending supply to TNCSC in the ordered quantity of the previous tenders than the allowed proportionate quantity to be supplied up to the day of opening of tender. If the pendency is more than the proportionate quantity, the tenderer is not eligible to participate in the tender.
- 10. The bidder should not have been blacklisted either by the TNCSC or by any Government / Quasi Government / any Government Institutions. Making a wrong claims and not reporting the fact to the Tender Inviting Authority about blacklisting etc., will attract criminal action.
- 11. The bidder should have a grading capacity of at least 20% of the tendered quantity for supply of Green Gram (Whole) as per specification mentioned in the Annexure A of this document, on their own or on lease or both, appropriately supported by lease agreement and appropriate statutory licenses issued by the Competent Authority (Agmark etc.,). The details of grading facilities must be indicated clearly.
- 12. The bidder should have the required infrastructure either own or leased in terms of sufficient machineries/ equipments, storage place/ handling place, proper access/ connectivity, competent manpower delivery systems, technical and processing capabilities for procuring, processing / grading and supplying GREEN GRAM (WHOLE) as per the specifications mentioned in the Annexure A of this document which will be verified by the Tender Inviting Authority at any stage if necessary.
 - At any point of time during the supply, TNCSC reserves right to inspect the mill premises of the successful tenderers / Lessors of the successful tenderers and if any deviation noticed regarding the infrastructure details furnished in the tender, TNCSC reserves right to cancel the orders placed with the successful tenderer and action will be taken as per the terms and conditions of the tender. The agreement between tenderer and lessor/lessors is allowed. Qualification of tenderer & lessor/ lessors or both shall be taken into account for the purpose of eligibility criteria given under Clause-3 of the tender document, and the sub-lessor/sub-lessors of lessor/lessors shall not be considered. Tenderer must therefore ensure they partner with Lessor / Lessors having their own infrastructure & verifiable credentials. The bidder should not enter into lease agreement with any of the firm which has been black listed by TNCSC or by any Government / Quasi Government / any Government Institutions. Any wrong claims and false information will attract criminal action.
- 13. Tender inviting authority shall have the power to inspect and draw the sample in premises, storage places and processing places and take a decision on the suitability of the tenderer.
- 14. If the bidders are State / Central Government organizations the qualification of either the bidding State or Central Government organization or their manufacturer / supplier

will be considered for the purpose of pre-qualification specified under Clause-3 of the tender document other than specified under Clause-3(12)

NOTE:

- 1) Complete short e-tender document can be viewed and downloaded through https://www.mstcecommerce.com/eprochome/tncsc and www.tenders.tn.gov.in
- 2) Contact phone [for TNCSC] No.044-26426773-6 & 26425493.

[for MSTC] No.044-25222842/25251910/25261005/ 9841002253 & 9176397264

TERMS AND CONDITIONS FOR THE PURCHASE OF GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATION

4. GENERAL INSTRUCTIONS

The tenderers are requested to go through instructions, terms and conditions and specifications given in this short e-tender document. Failure to furnish the required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.

4.1 AMENDMENTS TO THE SHORT E-TENDER

- a) Before the last date for the receipt of short e-tender, TNCSC may amend any of the short e-Tender conditions as may be desired by the purchaser or wherever TNCSC feels that such an amendment is absolutely necessary.
- b) Also, amendment to short e-Tender will be given in response to clarifications by prospective e-tenderers and it will be solely at the discretion of TNCSC. Any amendment to the short e-Tender conditions will be communicated through MSTC website. Any amendment regarding the modification of short e-Tender condition, postponement of short e-tender, cancellation of the short e-Tender etc., (if any) will be communicated through MSTC website. No paper publication will be made in this regard. It is the responsibility of the tenderer to get upto date information from the websites about the tender.
- c) TNCSC at its discretion may or may not extend the due date and time for the submission of short e-Tender documents on account of amendments.

4.2 LANGUAGE OF THE SHORT e-TENDER

The short e-tender prepared by the tenderer as well as all correspondences and documents relating to the tender shall be in English language only. If any documents are produced in language other than English, corresponding English translation should be furnished.

5.COST OF SHORT E-TENDERING

The tenderer shall bear all costs associated with the preparation and submission of short e-tender and the purchaser will in NO case be responsible OR liable for these costs, regardless of the conduct or outcome of the e-tender.

6. EARNEST MONEY DEPOSIT

The tenderers should remit an Earnest Money Deposit of Rs. 2,17,245/- (Rupees two lakh seventeen thousand two hundred and forty five only) by RTGS / NEFT in favour of "The Tamil Nadu Civil Supplies Corporation" as given below:

Beneficiary Account number: 10242277790

Beneficiary Bank Name : SBI

Beneficiary Bank Branch: MEENAMBAKKAM AIRPORT BRANCH

Beneficiary Bank IFSC Code: SBIN0005789

The Bidders are requested to upload the UTR number and e-tender number and a certificate in Bank's letter head mentioning Name of the tenderer, EMD Amount.

The E.M.D will not be received in cash or currency notes or cheques or in the shape of TNCSC or Government bonds and the e-tender shall be rejected if EMD is not paid in the prescribed manner.

- e-tenders received 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 short e-tender even if so requested. In the case of successful tenderers, the Earnest Money Deposit will be adjusted towards the Security Deposit to be payable on request.
- (ii) In the case of unsuccessful tenderers, the Earnest Money Deposit will be refunded within a reasonable time only on receipt of request letter from the tenderers.
- (iii) The amount remitted towards Earnest Money Deposit is liable to be forfeited in case if the :
 - (a) tenderer withdraws his short e-tender or back out after acceptance.
 - (b) tenderer withdraws his short e-tender before the expiry of validity of the offer, the period specified in the specification or fails to remit the security deposit.
 - (c) tenderer violates any of the provisions of these regulations contained herein.
 - (d) tenderer revises the terms quoted during the validity period.
 - (e) tenderer fails to participate in the short e-tender after remitting EMD into TNCSC account without any proper reason and TNCSC construed that the

tenderer has not participated in the short e-tender with ulterior motive to cause hindrance to Special Public Distribution System.

- (f) the tenderer fails to sign the contract.
- (g) offered quantity is less than the 20% of the tendered quantity.

(iv) The Earnest Money Deposit remitted will not carry any interest.

7. SUBMISSION OF SHORT E-TENDER

All documents for eligibility and e-TENDER documents should be uploaded in the MSTC e-procurement website. The tenderers should fill the TECHNO COMMERCIAL AND PRICE SHEET available only in the Live SHORT E-TENDER floor. After successful completion, tenderers will get confirmation mail. Vendor manual will give all the step by step process of the short e-Tender process which can be downloaded from the website.

Each and every page of the short e-tender document including specifications downloaded through website should be signed in DIGITAL SIGNATURE of having accepted all the tender conditions and submit in Part-I bid.

8. OPENING OF e-TENDER

- a) e-Tenders received upto the prescribed time and date will be taken up for opening. short e-Tender will be opened by the Managing Director, TNCSC, Head Office or by any other Officers / Committee authorised by Managing Director in the presence of the available tenderer / representatives of the organisation who choose to be present.
- b) e-tenders thus received will initially be examined by the Tender Scrutiny Committee of TNCSC and the Committee has the right to disqualify any of the tenderer / tenderers in case the committee do not satisfy with the requisite documents furnished including the past performances in executing the earlier contracts entrusted by the TNCSC. The TNCSC reserves the right to reject the e-tenders such of those existing tenderers with whom orders have already been placed but causing delay in supply.
- c) Part-II bid of the tenderers will be opened provided if they satisfy the standard criteria laid down by the T.N.C.S.C. in Part-I bid including their past performance.
- d) If the date fixed for opening the short e-tender happens to be a Government holiday, the short e-tender will be received **upto 11.00 A.M** on the next working day and it

will be opened at 11.30 A.M on the same day.

9. COMMERCIAL CONDITIONS AND DOCUMENT TO BE UPLOADED IN THE PART-I BID (CHECK LIST)

- 1) The tenderers those who are capable of supplying the tendered quantity of GREEN GRAM (WHOLE) within the time fixed from the very next day from the date of confirmation of offer from their mill premises to all operational godowns of T.N.C.S.C. in the godowns in all 33 regional godowns and those who can commence the supply immediately from the date of receipt of the confirmation of offer from T.N.C.S.C alone are eligible to participate in the Short e-tender since the stock to be purchased is to be supplied for PTMGRNMP Scheme & ICDS immediately. TNCSC reserves the right to vary the supply order (+ or -) 25% of the quantity offered by the tenderer and accepted by the Tender Accepting Authority. The ordered quantity should be supplied within **20 godown** working days in order to facilitate TNCSC to ensure weighment, quality and timely delivery to PTMGRNMP Scheme & ICDS.
- 2) The following documents shall be uploaded with the pre-qualification Tender, failing which the tender shall be rejected. No request on this aspect shall be entertained from the rejected tenderer's at a later day:
 - a) The Checklist (Annexure –F) should be uploaded.
 - b) The tenderers should remit an Earnest Money Deposit of Rs. 2,17,245/- (Rupees two lakh seventeen thousand two hundred and forty five only) by RTGS / NEFT in favour of "The Tamil Nadu Civil Supplies Corporation". The Bidders should submit a certificate in Bank's letter head mentioning UTR number, short e-tender number, Name of the tenderer, EMD Amount and upload the same.
 - c) Duly attested Photostat copy of the certificate of Registration as a firm under GST Act renewed upto date should be uploaded.
- d) Photostat copy of orders for having supplied not less than 50 MTs of Dhall / Gram in any one of the last 3 financial years i.e. 2018-2019, 2019-2020 and 2020-2021. to any Government /Quasi Government /any Government Institutions should be uploaded. Completion report obtained from competent authority should also be uploaded.
 - e) Details and documentary evidence should be uploaded in support of 3(4)

- f) Average Annual turnover not less than 25% of the value of tender for last 3 Financial Years 2018-2019,2019-2020 and 2020 2021in the format given in Annexure-C duly certified by the Auditor should be uploaded. The bidder should upload the completed Audited Financial Statement as 31.03.2021.
- g) Photostat copy of the Trading, Profit & Loss Account and Balance Sheet and Income-tax returns filed for the last 3 financial years 2018-2019,2019-2020 and 2020 2021. duly certified by the Auditor should be uploaded. Documentary evidence in support of working capital to be uploaded.
- h) Certificate for <u>not</u> having black listed either by TNCSC or by any other Government undertakings in the format given in Annexure-D duly signed by the tenderer. Making a wrong claims and not reporting the fact to the Tender Inviting Authority about blacklisting etc., will attract criminal action.
- i) The offered quantity shall not be less than 50 MTs. Separate letter should be uploaded by the Tenderer in this behalf. If the offered quantity is less than the 50 MTs, the EMD of the tenderer will be forfeite The offered quantity shall not be less than 20% of the tendered quantity subject to Rule-31 (4) of Tamil Nadu Transparency in Tenders Rules 2000. Separate letter should be submitted by the Tenderer in this behalf. If the offered quantity is less than the 20% of the tendered quantity the EMD of the tenderer will be forfeited. Please upload a separate letter in support of clause 3(8).
 - j) Declaration duly signed by the tenderer in the Annexure-E should be uploaded.
- k) Two samples of 1 Kg Green Gram (Whole) as per the AGMARK specifications indicated in Annexure-A should be submitted in person / through courier at TNCSC, Head Office **before 10.30 AM on 05.05.2022** and get the acknowledgement from TNCSC for the receipt of the same.
 - m) Covering letter should be uploaded as prescribed in Annexure-G
- n) Authorization letter of a tenderers / tenderer's representatives with photo I.D should be uploaded.
 - o) All the pages of short e-tender document should be duly signed and uploaded.
 - p) Self Certificate stating that the bidder has not entered into lease agreement with any of

the firm which has been blacklisted by TNCSC or by any Government Department / Government undertakings. (Annexure – D)

10. OTHER CONDITIONS:

- i) Each and every page of the tender documents including specifications downloaded through website (https://www.mctcecommerce.com/eprocone/tncsc www.tenders.tn.gov.in should be signed in DIGITAL SIGNATURE of having accepted all the e-tender conditions and submit in part-I cover. The entire short e-tender document should be uploaded without any break in page numbers.
- ii) The person or persons signing the tender shall state the capacity in which he/they/is/are signing the tender. If an individual makes 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 authorized to do so and the authorization / Power of Attorney should also be enclosed and uploaded.
- iii) If the short e-tender is made by a Corporation / Company / Co-operative society / firm, it shall be signed by a duly authorized officer, who shall produce with the tender satisfactory evidence of such authorization. Such tendering Corporation/ Company / Co-operative society / firm is required to furnish evidence of its existence even before the date of this Tender.
- iv) Either the tenderer or the persons duly authorized by the tenderer alone will be allowed to be present at the time of opening the tenders / Negotiation. The person so authorized shall produce proper evidence that he/she belongs to the office of the respective tenderer. The Power Agent shall produce power attested by a Notary Public. If already produced, attested copy of the same shall be produced for each short e-tender.
- (v) TNCSC reserves the right to reject any tender without assigning any reasons therefore and the same shall not be questioned on any ground, whatsoever. Also if the Government has taken a policy decision, TNCSC reserves the right to cancel the purchase order or to reduce the ordered quantity.
- (vi) The officers receiving the short e-tender will open each short e-tender and prepare a statement. If any unattested corrections are found in the short e-tender, the same will be handed over to the tenderer concerned and his initial or the initial of the authorized representative got on all such corrections in the presence of the tenderers. If any of the tenderer or their agent find it inconvenient to be present at the time of opening of short e-tender, then

in such cases, the officer concerned will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate to him / them.

The absentee tenderer shall accept the statement of corrections without raising any question whatsoever. If the rates quoted in figures and in words differ, the lower of the two will be adopted.

- (vii) The authorized representative shall produce satisfactory evidence of authority of the tenderer to act on behalf of the tenderer at the time of opening of tender.
- (viii) The tender submitted strictly in accordance with the terms and conditions of the tender document read with the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000, thereof shall alone be considered.
- (ix) TNCSC reserves the right to negotiate with the 'L1' tenderer and also to ask other tenderers to match with 'L1' negotiated rate and place orders accordingly with all the tenderers.
- (x) The offered quantity shall not be less than 20% of the tendered quantity subject to Rule-31 (4) of Tamil Nadu Transparency in Tenders Rules 2000. Separate letter should be uploaded by the Tenderer in this behalf. If the offered quantity is less than the 20% of the tendered quantity the EMD of the tenderer will be forfeited.
- (xi) If any of the successful tenderers has pending quantity to be supplied in the previous tenders, they should commence the supply only after the completion of supply against the previous orders.
- (xii) Tenderers specifying additional conditions or proposing modifications to the tender conditions will be treated as conditional tender and will be **summarily rejected**.
- (xiii) The tenderer should produce a certificate as in Annexure D for not having been black listed. Making a wrong claims and not reporting the fact to the Tender Inviting Authority about blacklisting etc., will attract criminal action.
- xiv) The tenderer should quote the rate for GREEN GRAM (WHOLE) as per AGMARK specifications uploaded with price bid. Do not fill up the price bid annexure. **The price bid should be only filled up in online Short e-Tender floor.**

11. VALIDITY OF OFFER:

The offer made by the tenderers shall be valid for acceptance **upto 31.07.2022.** The tenderer should not quote any other date of validity for their offer. If the Tenderers quote any other validity date for their offer, the same are liable to be summarily rejected.

12. SECURITY DEPOSIT:

The successful tenderers shall remit Security Deposit amount at 5% on the total value of the quantity ordered for supply, within 3 (Three) working days from the date of receipt of the first communication of acceptance of the short term e-tender by Fax /e-mail or Letter from the Managing Director, TNCSC. The Security Deposit will be accepted in the form of demand draft or irrevocable bank guarantee as provided under Rule-14 (3) (b) of the Tamil Nadu Transparency in Tenders Rules 2000, drawn in favour of "THE TAMIL NADU CIVIL SUPPLIES CORPORATION". obtained from any one of the Nationalised Bank / Scheduled Bank as indicated in Annexure "H". No Cheque will be accepted. On the written request of the successful tenderers, the Earnest Money Deposit will be adjusted against the Security Deposit payable by the tenderer. 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 the purchase made in re-tender or in other manners. The Security Deposit will not carry any interest. Security Deposit will be refunded to the tenderer after satisfactory completion of the supply of the entire ordered quantity of Green Gram (Whole) as per AGMARK specifications.

13. AGREEMENT:

The successful tenderer shall execute a separate agreement for the supply of Green Gram (Whole) as per the terms and conditions, in a non-judicial stamp paper of value as prescribed in law, on the very next day of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit / Security Deposit amount remitted by the tenderers concerned will be forfeited. Further, the TNCSC reserves the right to collect the consequential loss, if any sustained from each tenderer on account of purchase made through short e-tender or in other alternative sources or purchase through limited tender system and the tenderers concerned are bound to pay the same on demand.

14. SPECIFICATIONS:

i) The Corporation is very keen in accepting only good quality of Green Gram (Whole) as per AGMARK Specification Strickly conforming as indicated in the Annexure A. The stock supplied should be homogenous, free from artificial colour, be conform to current season's crop, be in sound merchantable condition, sweet, dry, clean, free from moulds, living insects, obnoxious smell, discoloration and admixture of deleterious substances and all other impurities except to the extent indicated in the Annexure- A. Stocks which confirm to the tolerance limit as per specification as indicated in Annexure- A will be accepted without any quality cut. Under exceptional circumstances the Stocks having refractions in excess of the tolerance limit will be accepted subject to quality cut viz., over 12% to 13% moisture at full value cut and the parameters of other Un-sound grains up to 3% at 1/2 value cut.

ii) At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality check by the quality control staff of the TNCSC at the unloading godowns. Samples will be drawn as per the usual procedure of the TNCSC in the presence of suppliers or their authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks <u>not</u> confirming to as per AGMARK specifications as indicated in the Annexure-A, such stocks are liable for rejection. The sample so drawn will be sent to the NABL for quality check. Quality Certificate for the refractions thereon will be issued by the Quality Control authorities concerned. The decision of the quality control staff of TNCSC, at the unloading points / Laboratory will be final and should <u>not</u> be disputed. **Under exceptional circumstances the Stocks having refractions in excess of the tolerance limit will be accepted subject to quality cut viz., over 12% to 13% moisture at full value cut and the parameters of other Un-sound grains up to 3% at 1/2 value cut.**

iii. The Tamil Nadu Civil Supplies Corporation is at liberty to draw check sample either in full or at random at the unloading points by the respective Senior Regional Manager / Regional Manager, Tamil Nadu Civil Supplies Corporation and analysis through reputed Laboratory. The analysis charges and cost of Green Gram (Whole) should be borne by the supplier. The tenderers cannot claim it as a matter of contractual obligation to vary the quantity either way.

iv. If the quality of Green Gram (Whole) is found not confirming to Agmark specification during the test check, the tenderer should take back such stock and replace the same at their

risk and cost without raising any dispute. If not replaced, the value to that extent will be deducted from the bills payable along with testing charges incurred by the TNCSC.

- v. A copy of the analysis report will be given to the suppliers or their authorized representatives and acknowledgements obtained. The TNCSC, also reserves the right to undertake Quality Check through Independent and Reputed Analytical Laboratories, if found necessary.
- vi. Successful tenderers should furnish their clear local address to facilitate dispatch of party copy of the Quality certificates by the respective Regional Laboratories.
- vii. Appeal against the Quality certificates can be preferred with the respective Regional Heads within 7 days from the date of receipt of the Quality Certificates by remitting a sum of Rs.40/- (Rupees forty only) per quality certificate at the respective Regional Offices towards re-analysis charges. On such appeal, the re-analysis will be made at any independent reputed analytical laboratory. If <u>no</u> appeal is made within the stipulated period for re-analysis, it will be construed that they have <u>no</u> dispute over the percentage of refractions indicated therein.
- viii. As the moisture content of the grain is bound to vary depending upon the atmospheric temperature and humidity, no appeal will be entertained for the moisture content recorded. Moisture content of the grain once decided on the spot or determined in the laboratory will be final and higher reading between the godown assessment and laboratory assessment will be adopted. As moisture content is decided on the spot, <u>no</u> dispute will be entertained for re-examination of the moisture content at any stage.
- ix. The tenderer should produce samples of Green Gram (Whole) weighting not less than 1 kg as per Agmark specification as indicated in **Annexure A** should be submitted **in person / through Courier** at TNCSC, Head Office before **10.30 A.M. on 05.05.2022.**

The sample of 1 Kg., of Green Gram (Whole) as per Agmark Specification produced by the tenderer at the time of participation of short e-tender will be analyzed through the reputed NABL analytical laboratory for conformity of the fixed as per Agmark specification before opening of Part-II and before issuing purchase order. The samples concerned will be retained for the purpose of comparison of Green Gram (Whole) quality of as per Agmark Specification to be supplied by the successful tenderer. If the sample does not conform to the

Agmark specification as indicated in Annexure- A, the tenderer will be rejected.

x. Even after the supply of entire ordered quantity as per Agmark specification and payment are made for the supplied quantity in full, the TNCSC reserves the right to recover the escaped quality cut for the excess refraction if any noticed at a later date.

15. PACKING:

- i. Each package shall contain pulses of the same type and of the same grade designation.
- ii. The stocks should be delivered in new bale jute gunny bags of 50 Kg capacity either stitched with mouth closing machine or stitched with not less than 14 stitches by Jute Twine. Stocks supplied in other than the above said category of gunny shall be rejected.
- iii. The net weight of the stock packed should normally be not exceeding 50 Kg. and not less than 20 bags per M.T. should be delivered. In case, if the stock packed is over and above 50 Kg. net and in that event, whenever any short-fall in the number of gunnies to be delivered are noticed,

the cost of gunnies towards such deficit will be recovered from the amount payable at the recovery rates fixed by this Corporation then and there.

iv. Each package shall be properly and securely closed and sealed.

MARKING:

Each GREEN GRAM (WHOLE) bag supplied to TNCSC shall bear printed information as detailed below:

Tamil Nadu Civil Supplies Corporation, PTMGRNMP & ICDS Scheme 2021/2022

Name of the Supplier:....

Method of marking

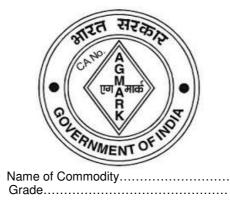
(1) The grade designation mark shall be securely affixed to or printed on each package in a manner approved by the Agricultural Marketing Adviser or an officer authorised by him in this behalf in accordance with the provision of rule 11 of the General Grading and Marking Rules, 1988 made under the Act.

- (2) In addition to the grade designation mark, the following particulars shall be clearly and indelibly marked on each label or package, namely:
 - (a) Name of the commodity;
 - (b) Place of packing;
 - (c) Lot or batch number;
 - (d) Date of packing;
 - (e) Grade;
 - (f) Net weight;
 - (g) Best before......date March June 2022 year;
 - (h) Name and address of the authorised packer;
 - (i) any other information specified under the Legal Metrology (Packaged Commodities) Rules, 2011,made under the Legal Metrology Act, 2009 (1 of 2010) the Food Safety and Standards Act, 2006 (34 of 2006) or instructions issued by the Agricultural Marketing Adviser or any officer authorised by him;
 - (k) Crop year or season (optional).
 - (3) The ink used for marking on packages shall not contaminate the product.

Grade designation mark:

The grade designation mark shall consist of "AGMARK insignia" consisting of a design incorporating the certificate of authorisation number, the word "AGMARK", name of commodity and grade designation resembling the design as specified in Schedule-I.

SCHEDULE-I (See rule 3) (Design of Agmark insignia)



16. TARE WEIGHT:

(i) The Tare weight for the stocks supplied in **New Bale jute gunny bags of 50 Kg capacity** will be adopted at **580** grams per gunny.

(ii) If there is any deviation in adopting tare weight or dispute over the adoption of the tare weight at the unloading points in all 33 regional godowns (including hired godowns) should be obtained.

17. DURATION OF SUPPLY:

The time limit fixed for supplying 300 MTs. of GREEN GRAM (WHOLE) is 20 godown working days. If the ordered quantity is less than that the time limit will be reduced proportionately.

a) The entire ordered quantity of GREEN GRAM (WHOLE) should be delivered within the time limit fixed in **single spell** excluding Sundays and other government declared holidays for the Godown points in all 33 Regional godowns commencing the supply immediately from the date of receipt of confirmation order / purchase order from the Managing Director,

TNCSC, and as per the godown-wise (including hired godowns) sub-allocation orders issued by the all 33 regional godowns TNCSC. As the stock is very urgently required and to ensure uninterrupted supply to Puratchi Thalaivar MGR NMP Scheme & ICDS, the TNCSC, is very keen in getting the stock within the stipulated time. Hence the delivery schedule fixed by the TNCSC should be kept up at any cost.

- b) Normally, no extension of time to affect supply beyond the time stipulated will be granted at any cost. In case, the stock is very urgently required, the successful tenderers should commence delivery immediately after receipt of confirmation order from the Managing Director , TNCSC by Fax / E. Mail / letter pending remittance of Security Deposit and execution of Agreement.
- c) The Tamil Nadu Civil Supplies Corporation reserves the right to vary the quantity finally ordered to be purchased to the extent of <u>25%</u> either way of the requirement of GREEN GRAM (WHOLE) as per Agmark Specification indicated in the tender documents. The tenderers cannot claim it as a matter of contractual obligation to vary the quantity either way.

18. DETERMINATION OF THE LOWEST EVALUATED PRICE:

a) Tenderer should quote rate per metric tonne (Net) in Indian Rupee as per AGMARK Specification in the Annexure B in Price Bid. The tender document and the price schedule [Annexure (B)] should be signed by the tenderer at the bottom of each page with the office seal duly affixed and returned along with the Part-II tender cover and **uploaded the same in the short e-tender floor only**.

- b)The tenderer should quote a rate per metric tonne in Indian Rupee in the price bid (Annexure-B) for the delivery of stock at the destination points earmarked in Annexure-C. The tender document and the price bid (Annexure-B) should be signed by the tenderer at the bottom with the office seal duly affixed and furnished in Part-II tender bid.
- c) The Price should be clearly mentioned and every correction in the e-tender should invariably be attested with full signature by the tenderer with date before submission of the short e-tenders to the authorities concerned; failing which the tender will become ineligible for further consideration. Correction done with correcting fluid should also be attested. In the case of discrepancy between the prices quoted in words and figures, the lower of the two will be adopted.
- d) The evaluation shall include GST, and all other expenditures upto delivery in T.N.C.S.C. godowns in the all 33 regional godowns (including hired godowns or any godown points specified later).
- e) The tenderers should be registered under GST Act, and they should quote the net rate per MT in Indian Rupee for delivery at T.N.C.S.C. godowns in the all 33 regional godowns (including hired godowns or any godown points specified later) since the above goods do not attract Tax.
- f) The evaluation will be done as per the Rule-29 and Section-10 (5) of the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and further amendments, thereon.
- g) The rate quoted by the tenderer should be per Metric tonne in Indian Rupee, delivery at the godowns of TNCSC (including hired godowns or any godown points specified later) in Chennai (North) and Chennai (South) Regions inclusive of Transport charges. One rate should be quoted per M.T. for the quantity offered during the period of contract.
- h) The rate should also be inclusive of cost of 50 Kg capacity Jute bags of new bale gunny used for packing. The unloading charges at godown will be borne by the TNCSC. The rate quoted for ex-loading stations or delivery at Rail Heads other than TNCSC godowns as specified above will not be accepted and such tenders will summarily be rejected.
- i) The weighment charges both for loaded and empty weight of the Lorries should be borne by the supplier. The loaded lorry should be weighed first in the weigh bridge and then empty weight should be weighed. Both the weighment shall be made in the presence of the

TNCSC staff.

- j) If the weighment is made in Corporation owned weighbridges, weighment charges for loaded weight and empty weight need not be paid by the suppliers. For the weighments made in corporation owned weighbridges a sum of Rs.45/- (Rupees forty five only) [Rs.25/- for loaded weight plus Rs.20/- for empty weight] will be recovered from the bills payable to the suppliers per stock receipt acknowledgement as per H.O. Cir.No.62/08 in Roc.No.BS6/40987/08, date. 30.05.08.
- k) In order to secure best possible procurement price, negotiation will be conducted with the 'L1' tenderer if the lowest offer of the tenderer is found excessive. If the tenderers (other than 'L1') are willing to supply GREEN GRAM (WHOLE) as per Agmark Specification matching with 'L1' rate they should give their consent letter within one hour from the time of opening of tender. In the absence of receipt of consent letter from the tenderer within the above stipulated time, it will be treated that they are not willing to supply GREEN GRAM (WHOLE) as per Agmark Specification matching with 'L1' tenderer. Consent letter received beyond the stipulated time will not be accepted. However, TNCSC reserves the right to accept the offer for the entire required quantity or as per the tender conditions stipulated under Clause-10 (ix) of the tender conditions.
- 1) The offer in terms of quantity must be quoted as mentioned in Annexure-B (as per supplying capacity). However, TNCSC reserves the right to accept the offer for the entire quantity or as per the tender condition stipulated under Clause-10 (ix) of the tender conditions.
- m) Tenderer may quote rate separately for GREEN GRAM (WHOLE) as per Agmark Specification in the Annexure-B in the price bid.
- n) It is <u>not</u> binding on the part of the TNCSC, to accept the lowest or any other tender and he reserves the right to reject or accept all or any other tender fully or partly without assigning any reasons therefore. TNCSC reserves the right to accept one or more tenders for supply.
- o) TNCSC reserves the right to relax or waive or amend any of the tender conditions in full or part thereof and to reject the e-tender if any of the conditions enumerated above are violated.

19. PAYMENT:

- a) The Payment will be made on presentation of the following documents by the supplier to the Head Office, TNCSC, Chennai-10 duly deducting the quality cut and penalty for the belated supply if any.
 - (i) Seller's bill in duplicate on the basis of the confirmed rates.
 - (ii) Original Party Copy / Acknowledgements / Stock Certificates issued by the TNCSC officials of the unloading points indicating the weight and conditions of gunnies along with quality certificates. (Party copy in original).
 - (iii) 5% of each payment to be made to the supplier will be withheld for effective performance of the contract and the same will be released after successful completion of spell wise ordered quantity.
 - (iv) The payment shall be made by means of ECS / RTGS / NEFT payment in favour of the tenderer within 15 days from the date of submission of bill after deducting applicable commission. The tenderer should furnish the details required for electronic transfer of funds.
 - (v) TNCSC also reserves the right to recover any dues from the tenderer which is found on a later date during the Audit / excess payment after final settlement is made to them. The tenderer is liable to pay such dues to the corporation immediately on demand without any dispute / protest.

20. PENALTY ON DEFAULT / EXTENSION OF TIME:

The ordered quantity of Green Gram (Whole) as per Agmark Specification should be supplied within time fixed as indicated under clause-17(a) of the tender conditions. As already indicated in clause-17 (b) of the tender conditions, normally **no extension** of time for the supply of GREEN GRAM (WHOLE) as per Agmark Specification beyond the last date fixed will be granted. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the supplier, extension of time will be granted at the discretion of the Managing Director, TNCSC subject to the following conditions:

(a) A penalty of Rs.50/- (Rupees Fifty only) will be imposed per MT per day subject to maximum of Rs.1,000/- per MT for the quantity of GREEN GRAM (WHOLE)

supplied after the due date fixed at the time of payment.

- (b) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit remitted by the successful tenderer will be forfeited to the extent of loss caused to TNCSC.
- (c) In the event of failure to supply the ordered quantity by the successful tenderer within the stipulated time fixed, TNCSC reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through limited tender system or through any other mode of alternative purchase at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by the Corporation.
- (d) In the event of failure to complete the supply of the entire contracted quantity within the time, TNCSC reserves the right to either cancel the order for the portion of the undelivered quantity or to grant extension of time with penalty as indicated in clause-20(a) above subject to his satisfaction on the performance of the supplier or to take action to terminate the contract forfeit the Security Deposit to the extent of loss if any.
- (e) In the event of non-performance of the contract provisions or failure to effect supply of ordered quantity of Green Gram (Whole) as per Agmark Specification within the stipulated time or during the extended period and if it is found that the tenderer has not fulfilled the contractual obligations with 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 such tenderer to participate in future tenders or black list the firm up to a maximum period of 5 years as decided by TNCSC.
- (f) In case of supply of extra quantity over and above the ordered quantity of Green Gram (Whole) as per Agmark Specification it should be done only after getting the prior orders of TNCSC. TNCSC reserves the right to either accept the extra quantity of Green Gram (Whole) as per Agmark Specification subject to the conditions that the payment for the extra supply will be made only at the lesser rate approved in the subsequent tenders or at the prevailing market rate ruling at the time of considering acceptance of additional quantity or at the existing approved rate to this instant tenderer whichever is less. In addition to the above, penalty at the rate fixed under clause 20 (a) of this tender condition is also leviable, if the extra supply is made beyond time schedule fixed for completing such supply.

21. CONTRACT AMENDMENTS

There shall be no variation in or modification of the terms of the Contract and the same shall be made, if required, by written amendments signed by the parties.

22. No Director or official or Employee of the Corporation shall, in any way, be personally bound or liable for his / her acts or obligations of the Corporation under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

22.1: SUPER CHECK INFORMATION OF QUALITY"

Tamil Nadu Civil Supplies Corporation reserves the right to pre-check the quality before loading of the Green Gram(Whole). Further, to confirm the quality of stock supplied at godowns there may be a super check by TNCSC and / or by a contracted outside agency at random as per sampling method.

If the stock in the super check is found against the tender conditions and specifications of quality, appropriate action will be taken including black listing, forfeiture of Security Deposit and EMD, damage / loss recovery etc.,

Storage charges on "Rejected Stock" shall be charged at Re.1/- per 50 Kg bag per day until the period of removal after giving grace period of 5 days from the date of intimation of non acceptance over phone or through letter/e-mail / FAX copy from the region / godown. If within the stipulated time as prescribed by TNCSC, the entire rejected stock is not removed by the supplier from the godown, the Regional Head / Godown Incharge will be at liberty to remove / dispose the stock at the risk and the cost of the supplier and the expense will be deducted from the Security Deposits and other payments due to the supplier.

23. ARBITRATION:

i) In case of any dispute in the e-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 Arbitrators approved by the Board of Directors of TNCSC and communicate the same 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 tenderer within 15 days, the Corporation shall choose any one of the Arbitrators from the panel of Arbitrators. The remuneration for the

Arbitrator and other expenses shall be shared equally by the TNCSC and the party to the Arbitration.

- ii) The venue of Arbitration shall be 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.
- iii) The Arbitrator may with the mutual consent of the parties extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at Chennai City only.
- iv) Any other disputes arising out of the Arbitration award or any civil remedy for non-fulfilment 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.

We agree to the above terms and conditions.

INDIVIDUAL / PROPRIETOR / PARTNER / AUTHORISED SIGNATORY

DATE :

NAME IN BLOCK LETTERS :

ADDRESS :

ANNEXURE-A

AGMARK SPECIFICATIONS FOR GREEN GRAM (WHOLE)

GENERAL CHARACTERISTICS

- 1. Green Gram (whole) shall be dried and mature grains of gram Vigna Radiata Wilczek Linn.
- 2. Minimum requirements:
 - i. Green Gram (whole) shall be:
 - a) Sweet, sound, clean, wholesome and free from admixture of unwholesome substances;
 - b) uniform in size, shape and colour;
 - c) free from rodent hair and excreta, moulds, living and dead insects, insect fragments, harmful bacteria, fungal infestation, mould growth, webs, parasite, larvae and mites;
 - d) free from obnoxious smell, discolouration and all other impurities except to the extent as indicated in this specification;
 - e) free from added colouring matter, admixture of deleterious substances;
 - f) free from toxic or noxious seeds such as Crotalaria (*Crotalaria spp.*), Corn cockle (*Agrostemma githago* Linn.), Castor bean (*Ricinus communis* Linn.), Jimson weed (*Datura stramonium*), and other seeds that are commonly recognized as harmful to health; and
 - g) free from abnormal taste, flavour and odour.
 - ii. It shall comply with the restrictions in regard to the limits for metallic contaminants, crop contaminants, naturally occurring toxic substances, insecticides and pesticides residues, microbial requirements and other food safety requirements as specified under the Food Safety and Standards (Contaminants, Toxins and Residue) Regulation, 2011 and the Food Safety and Standards (Food Products Standards and Food Additives) Regulation, 2011 made under the Food Safety and Standards Act, 2006 (34 of 2006) for domestic trade.

- iii. It shall comply with the residual limits of heavy metals, pesticides and other food safety requirements as laid down by the Codex Alimentarius Commission, or importing countries requirement for exports.
 - 2. **Criteria for grade designation:** The criteria for grade designation for the Green Gram (whole) shall be as under:-

Grade	Maximum limit of tolerance (percent by weight)				Weevilled	
Designation	Moisture	Foreign matter		Other	Damaged grains	grains (percent by
	Orga	Organic	Inorganic	edible grains		count) (Maximum)
Standard	12.0	0.30	0.10	0.5	2.0	3.0

Note: In foreign matter, the impurities of animal origin shall not be more than 0.10 percent by weight provided that the total of foreign matter, other edible grains and damaged grains shall not exceed nine percent by weight.

ANNEXURE-B

SHORT E- TENDER REFNO : <u>BS7/007555/2022/ TNCSC/ 22-23/ET- 04</u>

SCHEDULE OF PRICE OFFER FOR PURCHASE OF 300 MTS OF GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATIONS

VARIETY OF GRAMS OFFERED	PLACE OF SUPPLY	SCHEDULE OF SUPPLY	QUANTITY OFFERED IN MT	RATE PER METRIC TONNE (NET) (IN WORDS AND FIGURES) (IN RUPEES)
GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATIONS ATTACHED IN PART - I COVER	TNCSC GODOWNS AT All 33 regional godowns (Including hired godowns)	WITHIN THE TIME LIMIT FIXED IN SINGLE SPELL COMMENCING THE SUPPLY FROM THE DATE OF RECEIPT OF CONFIRMATION ORDER.		PRICE: (RUPEES IN WORDS) (DO NOT FILL UP THE PRICE BID ANNEXURE. THE PRICE BID SHOULD BE ONLY FILLED UP IN ONLINE – TENDER FLLOR ONLY) PRICE:

NOTE:

- 1. THE RATE SHOULD BE QUOTED ONLY IN INDIAN RUPEE.
- 2. IN CASE OF DISCREPANCY BETWEEN THE PRICES QUOTED IN WORDS AND FIGURES, LOWER OF THE TWO WILL BE ADOPTED.
- 3.RATE INCLUSIVE OF TRANSPORT CHARGES.

ANNEXURE- C

SHORT E-TENDER REF.NO. <u>BS7/007555/2022/TNCSC/ 22-23/ET- 04</u> ANNUAL TURN OVER STATEMENT

CORREC				
	YEAR 	TURN OVER I (RS.)	N LAKH 	
1. 2	018-2019			
2. 20	019-2020			
3. 20	20 - 2021			
		TOTAL RS	LAKH	
	AVERA	GE ANNUAL TURNO	OVER RSLAKH	
DATE:				
SEAL:				
SIGNAT	URE OF THE	ΓENDERER		
			SIGNATURE OF AUDITOR	
			CHARTERED ACCOUNTANT NAME IN CAPITAL.	

Signature of Tenderer

(Name in Block Letters)

ANNEXURE -D

SHORT E- TENDER REF.NO. <u>BS7/007555/2022/ TNCSC/ 22-23/ET- 04</u> CERTIFICATE

GOVERNMENT UNDERTAKINGS / OFFICES.

SIGNATURE OF TENDERER

ANNEXURE -E

SHORT E- TENDER REF.NO. <u>BS7/007555/2022/ TNCSC/ 22-23/ET- 04</u>

DECLARATION FORM

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/HER VIDE SHORT E - TENDER REF.NO. BS7/007555/2022 FOR THE
SUPPLY OF 300 MTs. OF GREEN GRAM (WHOLE) WITHIN 20 (TWENTY) GODOWN
WORKING DAYS IN SINGLE SPELL IMMEDIATELY COMMENCING THE SUPPLY FROM THE
DATE OF RECEIPT OF CONFIRMATION ORDERS AND ABIDE BY ALL CONDITIONS SET
FORTH THEREIN. WE ALSO DO HEREBY UNDER TAKE AND ASSURE THAT WE SHALL
SUPPLY THE STOCK OF GREEN GRAM (WHOLE) AS PER SPECIFICATION.
b) I/WE HAVE DOWNLOADED THE TENDER FORM FROM THE INTERNET SITE
www.mstcecommerce.com/eprochome/tncsc AND I/WE HAVE NOT TAMPERED / MODIFIED
THE TENDER FORMS IN ANY MANNER. IN CASE, IF THE SAME IS FOUND TO BE
TAMPERED / MODIFIED I/WE UNDERSTAND THAT MY/OUR TENDER WILL BE SUMMARILY
REJECTED AND FULL EARNEST MONEY DEPOSIT WILL BE FORFEITED AND I/WE AM/ARE
LIABLE TO BE BANNED FROM DOING BUSINESS WITH T.N.C.S.C. , AND / OR PROSECUTED.
I/WE FURTHER DECLARE THAT I/WE POSSESS VALID LICENCE BEARING
NOVALID UPTO
SIGNATURE OF THE TENDERER
SIGNATURE OF THE TENDERER
DATE :
DATE .
NAME OF THE ORGANISATION
AND ADDRESS :

Signature of Tenderer

(Name in Block Letters)

ANNEXURE – F PART –I BID

SHORT E-TENDER REF.No: BS7/007555/2022 (TNCSC/22-23/ET-04)

CHECKLIST FOR GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATIONTO BE OPENED ON 05.05.2022

Sl. No.	Description	Please indicate Yes or No	Please Furnish relevant details	Page No. and uploaded document's file name
1.	Whether filled in check list is uploaded (Annexure 1) – [S.No.1-21 of the check list is mandatory and all the relevant detail should be filled and uploaded].			
2.	Whether EMD of Rs. 2,17,245/- (Rupees two lakh seventeen thousand two hundred and forty five only) by means of RTGS / NEFT in favour of Tamil Nadu Civil Supplies Corporation to the account number as in Tender Condition 6 is uploaded?		Amount: Rs.	
			UTR No., & Date:	
			Bank & Branch:	
3.	Whether Photostat copy of GST number issued under GST Act is uploaded? (in support of clause 3(1))		GST No.	
4.	Whether documentary evidence in proof of		Supplied to:	
	clause 3(2) is uploaded? i.e. The bidder should be a supplier of		<u>1.</u>	
	pulses / other essential commodities to any Government /Quasi Government / any Government Institutions / Private		<u>2.</u>	
	Institutions and should have at least 3 years of experience from the date of commencement of such supplies is		<u>3.</u>	
	uploaded?		4.	
			Period of Supply:	
			<u>1.</u>	

		2. 3. 4. Experience: No. of years	
5.	Whether certificate in proof of clause 3(3)	Certificate obtained from:	
	is uploaded?	<u>1.</u>	
	i.e. The tenderer should have quality certification regarding various aspects such as Grading & Marking & Machinery / infrastructure, capacity, labour compliances,	<u>2.</u>	
	specification obtained either under Agricultural Produce (Grading and	<u>3.</u>	
	Marking) Act or Rules or Bureau of Indian Standards Act and Factory Act & Food safety Rules/Act and Agmark Standards to	<u>4.</u>	
	prove that the tenderer has the required processing facilities and that the products	<u>5.</u>	
	are handled in hygienic condition. Tenderer must have updated technologies at the processing places to ensure proper processing is uploaded?	<u>6.</u>	
		<u>For:</u>	
		<u>1.</u>	
		<u>2.</u>	
		<u>3.</u>	
		<u>4.</u>	
		<u>5.</u>	
		<u>6.</u>	

6.	Whether documentary evidence in proof of clause 3(4) is uploaded? i.e. The tenderer should have supplied not less than 50 MTs of pulses / Food commodities in single contract and three such contract should have been executed in any of the last 10 financial years i.e., 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-18, 2018-19 and 2019-2020 to any Government / Quasi Government / any	Single Contract Executo: 1. 2. Period:	<u>ted</u>
		Quantity & Rate: 1. 2. 3. Value: 1. 2. 3. Completion report fro competent authority as supplied: 1. 2. 3.	
7.	Whether documentary evidence in proof of clause 3 (5) is uploaded? i.e. The bidder should have reported an	Annual Turn Over [Crore 2018-19: Rs.	Rs. in

	average annual turnover of at least 25% of the value of tender in the last three financial years i.e. 2018-2019 ,2019-2020 and 2020 - 2021 The bidder must produce completed Audited Financial Statement as on 31.03.2021 and Annexure–2 duly certified by the auditor is uploaded?	2019-2020 Rs. 2020-2021 Rs. Total : Rs. Average Annual Turnover : Completed Audited Financial Statement as on 31.03.2020 :	
8.	Whether documentary evidence in proof of clause 3(6) is uploaded? i.e. The bidder should have audited Balance sheet, Profit and Loss account and the Income-tax return submitted for the 3 financial years duly certified by the Auditor 2018-2019 ,2019-2020 and 2020 - 2021. The bidder should produce a certificate obtained from the Auditor indicating the Current Ratio based on the last Three financial years 2018-2019 ,2019-2020 and 2020 - 2021 audited accounts are uploaded?	Audited Balance Sheet for 2018-2019: 2019-2020: 2020-2021: Current Ratio: For 2018-2019 2019-2020: 2020-2021	
9.	Whether documentary evidence in proof of clause 3 (7) is uploaded? i.e. The bidder should have a sound working capital to carry out the supply order without interruptions and financial obstacles. They must produce the evidence to show that they have a required working capital to carry out activities (procuring, processing, transporting and supplying etc.,) as per the agreement with TNCSC and evidence in having sound working capital in proportion	Evidence in support of Sound Working Capital and Current Ratio Name of the Bank: Working Capital: Rs. Current Ratio:	

	to the contract value. Current Ratio to be indicated clearly is uploaded?			
10.	Whether letter offering the quantity not less than 20% of the tendered quantity subject to Rule-31 (4) of Tamil Nadu Transparency in Tenders Rules 2000 is uploaded? [in support of clause 3(8)]	<u> </u>	<u>Minimum Qty</u> .	
	If the offered quantity is less than the 20% of the tendered quantity the EMD of the tenderer will be forfeited.			
11.	Whether letter and Declaration form (annexure: 3) in support of clause 3 (9) is uploaded? i.e. There should not be any pending supply to TNCSC in the ordered quantity of the previous tenders than the allowed proportionate quantity to be supplied up to the day of opening of tender. If the pendency is more than the proportionate quantity, the tenderer is not eligible to participate in the tender is uploaded?	Ī	Details of pending if any:	
12.	Whether Self Certificate as in Annexure:4 in proof of clause 3 (10)is uploaded? i.e. The bidder should not have been blacklisted either by the TNCSC or by any Government / Quasi Government / any Government Institutions. Making a wrong claims and not reporting the fact to the Tender Inviting Authority about blacklisting etc., will attract criminal action is uploaded?			
13.	Whether documentary evidence in proof of clause 3(11) is uploaded? i.e. The bidder should have a grading capacity of at least 20% of the tendered quantity for supply of Green Gram (Whole) as per specification mentioned in the		Own: Grading Capacity:	

	Annexure- A of this document, on their own or on lease or both, appropriately supported by lease agreement and appropriate statutory licenses issued by the Competent	Certificate issued by:
	Authority (Agmark etc.,). The details of grading facilities must be indicated clearly is uploaded?	Lease Agreement Details if any:
14	Whether documentary evidence in proof of	Own:
	clause 3(12) is uploaded?	Infrastructure Details:
	i.e. The bidder should have the required infrastructure either own or leased in terms	<u>1.</u>
	of sufficient machineries/ equipments, storage place/ handling place, proper access/ connectivity, competent manpower delivery systems, technical and processing	<u>2.</u>
	systems, technical and processing capabilities for procuring, processing / grading and supplying Green Gram (Whole) as per the specifications mentioned in the	<u>3.</u>
	Annexure A of this document which will be verified by the Tender Inviting Authority at any stage if necessary. At any point of	4.
	time during the supply, TNCSC reserves right to inspect the mill premises of the	<u>5.</u>
	successful tenderers / Lessors of the successful tenderers and if any deviation noticed regarding the infrastructure	<u>6.</u>
	details furnished in the tender, TNCSC reserves right to cancel	<u>7.</u>
	the orders placed with the successful tenderer and action will be taken as per	
	the terms and conditions of the tender. The agreement between tenderer and lessor/lessors is allowed. Qualification of	<u>8.</u>
	tenderer & lessor/ lessors or both shall be taken into account for the purpose of eligibility criteria given under Clause-3 of	<u>9.</u>
	the tender document, and the sub- lessor/sub-lessors of lessor/lessors shall not	<u>10.</u>
	be considered. Tenderer must therefore	
	ensure they partner with Lessor / Lessors having their own infrastructure & verifiable	Lease:
	credentials. The bidder should not enter into	Agreement executed with:

	lease agreement with any of the firm which has been black listed by TNCSC or by any Government / Quasi Government / any Government Institutions. Any wrong claims and false information will attract criminal action.	1. 2. Agreement executed date : 1. 2. Lease : Infrastructure details : 1. 2. 3. 4.	
15.	Whether Self-Certificate stating that the bidder has not entered into lease agreement with any of the firm which has been black listed by TNCSC or by any Government / Quasi Government / any Government Institutions in support of clause 3(12) is uploaded.		
16.	Letter of Acceptance by the tenderer is uploaded		
17.	Whether two samples of 1 Kg., Green Gram (Whole) produced as required in the tender conditions is uploaded?		
18.	Whether covering letter is uploaded?		

19.	Whether authorization letter as per tender condition is uploaded?	Name & Designation of the person authorised:	
20.	Whether all pages of the short e-tender document in original duly signed in each page is uploaded? All pages from 1 to 49 should be signed and uploaded – There should not be any break in page		
21.	Whether declaration form duly signed by the tenderer as in Annexure-E is uploaded?		

ANNEXURE - G

SHORT E-TENDER FOR THE SUPPLY OF GREEN GRAM (WHOLE) AS PER AGMARK SPECIFICATION.

SHORT E-TENDER REF.NO. BS7/007555/2022/TNCSC/22-23/ET-04 TENDER DATE :05/05/2022 PART-II (PRICE BID)

PHONE : FAX : E-MAIL :

From

To

The Managing Director, TNCSC, No. 12, Thambusamy Road, Kilpauk, Chennai – 600 010.

Sir,

Sub: Short e-Tender for supply of 300 MTs of GREEN GRAM (WHOLE) as per AGMARK specifications – Tender to be held on 05/05/2022 – Submission of Part – II Cover – Reg.

Ref: 1.Short E-Tender reference No. BS7/007555/2022/ TNCSC/ET-04 2.Our tender submitted to –day for "Specification" and Commercial terms.

In continuation of above short e-tender, we submit herewith the Price offer in Part-II BID for supply of GREEN GRAM (WHOLE) as per AGMARK Specifications. 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 rate quoted by us within the time schedule fixed by TNCSC.

Thanking you Yours faithfully,

ANNEXURE - H

Signature of Tenderer

(Name in Block Letters)

LIST OF BANKS IN WHICH D.D. TO BE DRAWN IN FAVOUR OF TNCSC TOWARDS EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

The following are the Scheduled Banks in India (Public Sector):

- Bank of Baroda
- Bank of India
- Bank of Maharashtra
- Canara Bank
- Central Bank of India
- Indian Bank
- Indian Overseas Bank
- Punjab & Sind Bank
- Punjab National Bank
- State Bank of India
- UCO Bank
- Union Bank of India

The following are the Scheduled Banks in India (Private Sector):

- Axis Bank Ltd.
- Bandhan Bank Ltd.
- CSB Bank Ltd.
- City Union Bank Ltd.
- DCB Bank Ltd.
- Dhanlaxmi Bank Ltd.
- Federal Bank Ltd.
- HDFC Bank Ltd
- ICICI Bank Ltd.
- Induslnd Bank Ltd
- IDFC First Bank Ltd.
- Jammu & Kashmir Bank Ltd.
- Karnataka Bank Ltd.
- Karur Vysya Bank Ltd.
- Kotak Mahindra Bank Ltd
- Lakshmi Vilas Bank Ltd.
- Nainital Bank Ltd.
- RBL Bank Ltd.
- South Indian Bank Ltd.
- Tamilnad Mercantile Bank Ltd.
- YES Bank Ltd.
- IDBI Bank Ltd.

The following are the Scheduled Foreign Banks in India:

- Australia and New Zealand Banking Group Ltd.
- Westpac Banking Corporation
- Bank of Bahrain & Kuwait BSC
- AB Bank Ltd.
- Sonali Bank Ltd.
- Bank of Nova Scotia
- Industrial & Commercial Bank of China Ltd.

- BNP Paribas
- Credit Agricole Corporate & Investment Bank
- Societe Generale
- Deutsche Bank
- HSBC Ltd
- PT Bank Maybank Indonesia TBK
- Mizuho Bank Ltd.
- Sumitomo Mitsui Banking Corporation
- MUFG Bank, Ltd.
- Cooperatieve Rabobank U.A.
- Doha Bank
- Qatar National Bank
- JSC VTB Bank
- Sberbank
- United Overseas Bank Ltd
- FirstRand Bank Ltd
- Shinhan Bank
- Woori Bank
- KEB Hana Bank
- Industrial Bank of Korea
- Kookmin Bank
- Bank of Ceylon
- Credit Suisse A.G
- CTBC Bank Co., Ltd.
- Krung Thai Bank Public Co. Ltd.
- Abu Dhabi Commercial Bank Ltd.
- Mashreq Bank PSC
- First Abu Dhabi Bank PJSC
- Emirates Bank NBD
- Barclays Bank Plc.
- Standard Chartered Bank
- NatWest Markets Plc
- American Express Banking Corporation
- Bank of America
- Citibank N.A.
- J.P. Morgan Chase Bank N.A.
- SBM Bank (India) Limited
- DBS Bank India Limited
- Bank of China Ltd