



TAMILNADU STATE TRANSPORT CORPORATION (MADURAI)LTD

OPEN TENDER



SUPPLY OF MATERIALS

Form Sale Due Date & Time : 11.05.2022, 4.00 PM
 Last Date & Time for Submission : 13.05.2022, 2.00 PM
 Opening of Technical Bid : 13.05.2022, 3.00 PM

TENDER DOCUMENT

D.M(Materials-Corp)

(To be submitted in the FIRST COVER along with the enclosures as per CHECK LIST)

T.S.NO: 10 FORM NO: Tender Opening Date: **13.05.2022 3.00PM**

Supply of: **DECORATIVE LAMINATED SHEET**

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI

Bye-Pass Road, MADURAI

TECHNICAL BID (FIRST COVER)

[All the columns should be filled-in without omission and submitted in the FIRST cover along with the enclosures as per the Check List)

INFORMATION ABOUT THE MANUFACTURER

1. i) a. Name of the Firm :
- b. Address of the Registered Office :
- c. Telephone Numbers :
- d. Fax No. :
- e. E-mail address :
- ii) a. Factory / Works Address :
- b. Telephone Numbers :
- c. Fax No. :
- iii) Weekly off day of the Factory :
- iv) Capital Employed :
- v) Number of Employees :
- vi) Current Valid income tax Clearance:
a) Enclosed b) Not enclosed c) Applied for
d) Exempted e) Assessment nature will be produced later
- vii) Sales turnover during previous
Financial year in Rs. :
- viii) Whether latest audited and published
Annual Report and Balance Sheet
are enclosed :
- ix) Name of the Firm's Bank :
- x) Place of the Bank :

Name and Signature of the Tenderer (with Office Seal)

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI
Bye-Pass Road, MADURAI
TECHNICAL BID (FIRST COVER)

- xi) Current A/c No.(With IFSC of bank) :
- xii) PAN(Permanent Account Number) :
- xiii) Investment in Plant & Machiner is to
be furnished :
a) Within 25 lacs
b) More than 25 lacs but less than 5 crores
c) More than 5 crores but less than 10 crores
- xiv) GSTin Number) :
- 2 a. Name and address of the Authorised Distributor
[If supplies are made through accredited distributor]
- b. Telephone Numbers :
- c. Fax No. :
- d. E-mail address :
- 3 i) a. Status of the Mfr. : SMALL / MEDIUM / LARGE SCALE
- b. Whether registered with NSIC : YES / NO
- ii) a. Whether on Rate Contract with DGS&D : YES / NO
- b. Whether on Rate Contract / Trial Rate
Contract with ASRTU : YES / NO
If Yes, Contract No :
Validity Period :
- iii) Evidence for the above is enclosed : YES / NO
- iv) Whether the products offered has been
a. Tested and certified and confirming in the
Prescribed specifications : YES / NO
- b. If yes, copy of the latest Test certificate
Enclosed : YES / NO
4. In case of domestic SSI units, whether
Exempted from payment of EMD(copy
Of the SSI certificate to be enclosed) :

Name and Signature of the Tenderer (with Office Seal)

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI
Bye-Pass Road, MADURAI
TECHNICAL BID (FIRST COVER)

5. DETAILS OF PROOF ENCLOSED FOR THE PRE-QUALIFICATION PRESCRIBED FOR THE TENDER.
 - A. Proof of copy of Certificate as Manufacturer /SSI / etc
 - B. Proof of ISO/ISI certification
 - C. Any other valid proof [details to be furnished]
6. Are you agreeable for the replacement / Repair/modification at free of cost for Defective parts / equipments : YES/NO
7. Details of EMD AMOUNT Enclosed in the FIRST COVER
DD NO: Date: Bank : Amount:Rs.5000/-
8. In case of exemption from payment of EMD amount
 - a) Whether copy of SSI / NSIC certificate is enclosed YES / NO
 - b) Whether Rs.50/- Bond in the prescribed format
Enclosed YES / NO
9. DECLARATION: We are the Manufacturer for the items quoted under the Tender Schedule.

NAME AND SIGNATURE OF THE
PARTICIPATING TENDERER
(With Office Seal)

Date:

NOTE: The First cover [TECHNICAL BID] will be opened first to evaluate the status of the participating tenderer, EMD remittance, etc.

The SECOND Cover [COMMERCIAL BID] will be opened only in respect of those tenderers who were found QUALIFIED as per the tender condition.

The date and time of opening of Second Cover [Commercial Bid] will be intimated later.

CHECKLIST: Enclosures to the FIRST COVER

1. Current Valid Income Tax Clearance certificate as per column 1(vi)
2. Latest audited and published Annual Report and Balance Sheet as per column 1(viii)
3. Evidence for RC Status if any As per column 3(iii)
4. Proof for Mfr./ SSI / NSIC status / ISO / ISI Certification as per column 5 & 8
5. Draft of Rs.5000/- towards EMD as per column 7
6. Rs.50/- Bond in the prescribed format as per column 8(b)
7. SAMPLES REQUIRED AS PER THE TENDER SCHEDULE if any
[These samples should be submitted along with the FIRST COVER ONLY in a Separate cover/packing]
8. Copy of the latest Test Certificate as per column 3(iv)(b),if required.

TAMILNADU STATE TRANSPORT CORPORATION (MADURAI) LIMITED
(A Government of Tamilnadu Undertaking)
Bye Pass Road, Madurai- 625010
Phones: 0452-2380112, 0452-2381875, E-Mail: mducorppur@gmail.com
TENDER CONDITIONS

1) Tender should be sent in sealed cover super scribed "TENDER FOR THE SUPPLY OF DECORATIVE LAMINATED SHEET so as to reach the THE ASSISTANT MANAGER (MATERIALS-CORP), TAMILNADU STATE TRANSPORT CORPORATION (MADURAI) LIMITED, Bye pass Road, Madurai-625 010, before 02.00 PM on the last date fixed for receipt of tenders in this office.

Details and specifications of materials required are given in the tender schedules attached.

Description of the materials	EMD to be deposited	Last Date for Tender
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3) TENDER OPENING

a) Tenders will be opened in public at 03.00 PM on the last date fixed for receipt of tenders, in the presence of tenderers who wish to participate. If the last date of tender happens to be a holiday, tenders will be opened on the next working day at the same time. Those who are holding an authorisation letter issued by the tenderer only will be permitted to participate in the tender opening.

b) The tenders submitted by Authorised Dealers/Sole Selling agents will be considered only if the manufacturer's authorisation letter is enclosed along with the tender.

c) "TWO COVERS SYSTEM" will be followed wherever it is specifically mentioned in the Tender Notice / Schedule.

4) The prices quoted in the Tender should be firm for a period of one year from the date of acceptance.

5) EARNEST MONEY

a) Each tender must be accompanied by a Demand Draft/ Pay Order for the amount given in the Tender Schedule, drawn in favour of "TAMILNADU STATE TRANSPORT CORPORATION (MADURAI) LTD., MADURAI" payable at Madurai towards Earnest Money.

b) Any tender which is **not** accompanied by such demand draft /pay order towards EMD may result in summarily rejection of the tender.

c) The Earnest Money will be refunded to the unsuccessful tenderer by means of cheque after the tenders have been finalised the supply/work on production of the receipt issued by the Corporation duly discharged.

d) No interest will be payable on the Earnest money.

Name and Signature of the Tenderer (with Office Seal)

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TENDER CONDITIONS

e) The Earnest Money deposited will, however stand forfeited if the tender is withdrawn before acceptance or rejection thereof by the appropriate authority.

f) No claims should lie against the Managing Director, TNSTC (MDU) Ltd., in respect of interest on earnest money.

g) The earnest money paid by the SUCCESSFUL TENDERERS will be refunded after remittance of the prescribed Security Deposit on production of the receipt issued by the Corpn. duly discharged.

6) EXEMPTION FOR EMD

a) The following categories of tenderers are exempted from payment of earnest money deposit:

1. Depts./Undertakings/Corporations of Govt. of Tamilnadu.
2. SSI Units holding valid SSI Certificate for manufacturing/servicing the tendered items, issued by the Govt. of Tamilnadu.
3. In respect of SSI units located outside Tamilnadu State, such of those units registered with NSIC in respect of items manufactured/serviced by them for which tenders have been called for.

b) All the tenderers who are exempted from payment of EMD shall furnish in lieu of EMD an Undertaking on Non-Judicial Stamp paper of value not less than Rs.50/= as per the prescribed format enclosed herewith.

7) PRICES

a) Prices quoted should be firm and should be clearly indicated with split up details of basic rate, excise duty, taxes and other levies, Insurance, Packing & Forwarding charges, etc., per No. /kg./ Litre, etc. as the case may be.

b) If exempted from payment of levies, such details should be furnished specifically in the tender schedule.

c) Prices quoted will be taken to be as inclusive of all levies, if it is not clearly stated with split up details in the tender.

d) No price increase will be allowed during the tender period.

e) No 'C' or 'D' Form will be issued.

f) Gate Pass for TAX should accompany the goods when supplied.

g) In case of any refund of taxes, the benefit should be passed on to the Corporation.

8) PRICE VARIATION

a) The tenderer should quote firm prices FOR Destination during the period of the Tender including the extended period as provided in clause 12 below.

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TENDER CONDITIONS

b) In such cases the only variation in the quoted prices that may be allowed will be the variation in the Government levies on finished products and that too only after necessary documentary evidence has been produced by the supplier in support of the claimed variation.

c) Where the tenderer chooses to quote prices subject to "Price variation clause", they must give the cost structure and clearly spell out the basis of formulation on which the price variation is to be calculated and accepted. Unless there is Price Variation Clause properly stated and accepted, there shall be no upward revision in the prices during the subsistence of the contract except for the variation to the extent of Govt. dues made and established.

d) It is obligatory on the part of the supplier to intimate the corporation as and when there is downward change in administrative prices and statutory levies during the pendency of the Tender.

e) In case of any dispute arising out of price variation/revision, the decision of the Corporation shall be final.

9) DETAILS OF MANUFACTURER: The name of manufacturer, brand name and status of manufacturers should be clearly indicated in the tender.

10) SECURITY DEPOSIT

a) Successful tenderer should remit a security deposit at 2% on the ordered value of the goods, within 15 days from the date of receipt of the purchase order.

b) Security Deposit may be in the form of Demand Draft or Banker's Cheque or irrevocable bank guarantee.

c) In case, the successful Tenderer is willing to adjust the security deposit in their bill, a consent letter has to be given by the tenderer/supplier to this effect.

d) No claim should lie against the Managing Director, Tamilnadu State Transport Corporation (Madurai) Ltd., in respect of interest on Security Deposit.

11) If the successful tenderer fails to provide the security deposit or Undertaking in lieu of Security Deposit, as the case may be, within the period specified, such failure will involve the forfeiture of the Earnest Money deposited by them and will also constitute a breach of the contract and the Managing Director shall be entitled to make other arrangement for obtaining these items at the risk and expense of the Tenderer firm.

12) CONTRACT PERIOD: The contract will be in force for a period of ONE YEAR from the date of communication of acceptances of tender. If necessary, it will be extended for a further period of 6 MONTHS.

13) SUPPLY OF MATERIALS

a) The materials supplied should be strictly in accordance with the specifications and any materials which is not, in the opinion of the Inspecting authority, of the same quality as per the specifications, will be summarily rejected without any liability to the Corporation.

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TENDER CONDITIONS

b) The delivery has to be effected at Stores Department at Madurai/ Dindigul/Virudhunagar or at any Stores specified in the purchase order.

c) If the contractor fails to deliver the ordered materials or any consignment, the Managing Director, Tamilnadu State Transport Corporation (Madurai) Ltd., will be entitled to purchase elsewhere such materials or consignment at the risk of the contractor and reserves the right to forfeit the Earnest Money/Security Deposit. The contractor should be held responsible for any loss which the purchaser may sustain on this account but the contractor shall not be entitled to any gain on such purchase.

d) The materials are for delivery commencing from the month indicated in the schedule of items required. The delivery schedules are tentative and subject to advance or postpone.

14) TENDER QUANTITY: The Managing Director reserves the right to increase/decrease the quantity based on actual requirement and may place repeat/cancel orders for the same quality of materials finalised in the tender at the same rate accepted by the Corpn. during the currency of the tender/extended period.

15) TENDERS TO SPECIFICATIONS:

In case of tenders for supply of stores to specifications as given in the tender, the tenders should be accompanied wherever necessary by the following:- Xerox copy of the proof duly attested by the competent authority is to be attached. Original has to be produced whenever required by the corporation

a) Latest Test Certificate from Government/CIRT/IRT/ or any Recognised Laboratory specified.

b) Proof regarding supplies if any made to vehicle manufacturers, State Transport Undertakings, etc.

c) In the case of tenders for the supply of stores according to vehicle manufacturer's specifications, the specifications quoted will be construed to include latest modifications or replacements of the same stores.

d) If the supplier is covered under Rate Contract with ASRTU or under DGS&D, a xerox copy of the current contract should be attached to the tender.

16) WARRANTY CLAUSE

Whenever stores are offered on warranty basis, the warranty clause giving description, nature of warranty and basis for indemnity in case of failure, must be clearly stated. Where warranty clause is specified in the tender and no alternative warranty clause is indicated by the tenderer, the tenderer's offer will be understood to be on the basis of warranty clause stated in the tender.

17) FAILURE OF SUPPLY

a) If the supplier fails to supply the stores in accordance with the terms and conditions herein provided and those agreed with the Corporation or fails to replace the stores as may be rejected by the Corporation, within the time stipulated, the Corporation shall, at the

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TENDER CONDITIONS

risk and cost of supplier and without any notice or reference to him, be entitled to purchase such stores, the Corporation shall in their sole discretion think fit and if such price shall exceed the rate set out in the contract, the supplier shall be liable to pay to the Corporation the difference between the price set out in the contract and the purchase price OR shall have to forego the security deposit, to the extent available as the case may be.

b) The risk purchases and payment of difference with overheads in terms thereof shall not absolve the supplier from the liability to pay damage as may be suffered and claimed by the Corporation due to the failure of the supplier to make timely and proper delivery of the contracted stores. For any minor defects the Corporation has right to impose penalty and make deduction in the bill.

c) Provided, however, if such failure shall have arisen from an act of God for non supply in time as may be justified by the circumstance of the case, the Corporation may forego the claim for any such loss or damage.

d) Liquidated Damages If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the other rights of the purchases to recover damages for breach of the contract, recover from the supplier as agreed Liquidated damages and not by way of penalty a sum equivalent to 10% of the price of period any stores which the supplier has failed to deliver within the period fixed in delivery schedule for each month or part of a month during which the delivery of such store may be in arrears. Where delivery thereof accepted after expiry of the stores and period subject to the conditions that the damages to be calculated shall be limited to 10% of the value of delayed supplies.

e) In case of any dispute arising out of price variation or revision, the decision of the Corporation shall be final.

f) Provided however, the pendency of any claim or dispute on the price variation or price revision shall not relieve the supplier from the obligation to supply the contracted stores in accordance with the delivery schedule at the existing prices and all terms, conditions and consequences as mentioned above in this clause to the extent applicable, shall apply in full force and effect to any non-supply, withholding of supply and delayed supply by supplier on the plea of pendency of claim or dispute or price variation or revision.

g) In case of any delay in the supply of material as per delivery schedule of this corporation during the period of contract leading to the supplier supplying the same after the expiry of contract period, any increase in statutory levies will have to be borne by the supplier

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TENDER CONDITIONS

18) LEAD TIME

Minimum lead time required to commence the first supply from the date of receipt of purchase order should be quoted by the tenderers in relation to the date of the order. Where specific Lead Time is not mentioned, it will be construed that supply can commence as per schedule that will be mentioned in the Purchase Order.

19) PAYMENT TERMS:

a) The standard payment terms for the supply of spares and accessories will be 45 days from the date of receipt of materials at the specific stores of the Corporation. (or)

b) Any other payment terms quoted which shall be more beneficial to our Corporation including those carrying attractive cash discount as alternative terms of payment.

c) The date acknowledged by the Stores mentioned in the purchase order of our Corpn. on the Invoice/bill shall be the date of reckoning.

d) Bank commission/charge, if any, will be borne by the firm.

e) Any how on any account, no advance payment will be made.

f) Corporation can also negotiate with the supplier for any other payment term as per their requirements.

20) EVALUATION OF BID PRICES

a) Bid prices would be evaluated on the following basis.

i) Evaluated bid price will be the nett rate applicable for FOR DESTINATION inclusive of basic, discount, duties, transportation post, Insurance, etc., but exclusive of taxes with adjustment made based on the terms of payment quoted in the bid (adjustment being calculated as furnished below)

ii) For evaluation, adjustment value will be calculated for the payment term, assuming payment on the 45 days credit from the date of receipt of materials as the basis, at the rate of 0.625% for every 15 days or part thereof difference between 45 days and days quoted in the bid and added/subtracted to/from the nett rate, depending on the requirement of payment in advance before / after 45 days respectively.

b) As per the Tamilnadu Transparency in Tenders Act 1998 and Rules 2000, the following clause will be made applicable for evaluation and comparison of tenders and for a price preference:

i) Not exceeding 15% for the domestic SSI Units.

ii) Not exceeding 10% for the Public Sector Undertakings of the Government in respect of product and quantities manufactured by them

21) SUBMISSION OF SAMPLES

a) Any intending tenderers should submit samples along with the tender at their cost wherever specifically mentioned in the tender schedule or within the date specified wherever called for.

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TENDER CONDITIONS

b) After finalisation of the tender, the unsuccessful tenderers may collect back their samples. All freight and forwarding charges for returning the samples which do not meet the specification at IRT/CIRT, will be borne by the tenderer.

c) Where specifications have been prescribed, supply shall confirm to these specifications and submission of samples shall not entitle the supplier to vary the specifications.

d) Items quoted without samples where ever sample is to be sent, will be rejected.

e) Samples which are approved by our Works/Technical Department only will be considered for evaluation.

22) TESTING OF RANDOM SAMPLES FROM SUPPLIERS:

Random samples from the consignments will be taken and tested either at IRT, Chennai or CIRT, Pune or in Government Test House or any other Recognised Laboratory or Institute as may be selected by the corporation.

The manufacturer shall agree to take back the materials immediately available quantity at our stores/ workshop if the random of their samples do not meet the specification at IRT/ CIRT.

23) QUALITY OF STORES:

a) The stores supplied shall strictly confirm to the specifications laid down and the approved samples, if any.

b) In the event of repeated failure of random samples picked up from supplies made to the Corporation and tested at CIRT/IRT or other Laboratory specified by the corporation will have the right to take the following action.

1. Suspend /terminate forthwith the contract
2. any other remedial measures as it may think fit

c) The test charges and incidentals thereto shall be paid by the supplier where the test results are unsatisfactory. The Corporation may also without prejudice to their other rights as purchasers, take action to purchase from elsewhere the supplies found defective without any notice on the account and at the risk of the supplier, where the test results are unsatisfactory.

24) PACKING & DELIVERY OF STORES:

The supplier shall be responsible for proper packing and delivery of the stores and in the event of any loss, damage, breakage or leakage due to insufficient or defective packing, the supplier shall replace the stores or make good the loss on receipt of intimation thereof from the Corporation and within time specified in the intimation. The decision of Corporation as to whether the loss, breakage or leakage has been caused due to insufficient or defective packing shall be final and binding upon the supplier.

Delivery of the stores shall not be considered complete till they have been inspected, weighed, counted and passed by the Corporation.

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TENDER CONDITIONS

25) REJECTED STORES;

If any stores are rejected by the corporation for any valid reason, the same has to be replaced within 30 days from the receipt of communication. If not replaced within this time, the Corporation shall return the rejected stores without any further intimation to the supplier, freight 'to pay' and through bank and if advance payment has been made against demands for value of actual advance payment plus packing, forwarding, insurance and freight at the time of returning the goods. The supplier will be bound to accept the documents sent through bank in such cases and its failure to do so shall constitute a breach of contract and will make the supplier liable for all costs and consequences and further remedial measures as may be taken by the Corporation. If the rejected stores are not replaced by the supplier within the stipulated time, the Corporation will be entitled to charge interest at 20% on the nett value of the rejected stores if payment has been made for such items and charge ground rent for storage at the rate equal 1% of the nett value of the rejected stores. On supplier's failure to replace the rejected stores within the period stipulated above, the Corporation shall be free to purchase the stores from elsewhere, unless already purchased under clause 4 or clause 2 above and the terms of risk purchase contained in clause 2 shall apply to all such purchases. Should the supplier fail to replace/lift the rejected stores within 45 days of intimation of their rejection communication in writing, the Corporation shall have the right to sell the rejected stores by public auction with adjusting all dues, expenses and costs including costs involved in the auction shall be credited to the Supplier and adjusted against advance if any made to him on the supplies.

26) SUBLETTING OF CONTRACT:

The supplier shall not assign or sublet the contract or any part thereof or any interest therein without the written permission of the Corporation and on breach of this provision, the Corporation forthwith terminate the contract and also take such remedial measures as it may think fit.

27) Disqualification for rejection of Tender:

The Tender will not be considered for the following reasons:-

- i) Previous supply position is found to be poor i.e. less than 50% of supply.
- ii) Adverse report by Technical Department on quality and performance of materials supplied.
- iii) Undue/ delayed claim settlement as reported by stores department.

28) The Managing Director, Tamilnadu State Transport Corporation (Madurai) Ltd, Madurai does not bind himself to accept the lowest or any offer and reserves the right to himself to reject any or all tenders without assigning any reason therefore.

29) In case the tenderer submits the tenders with any counter offer to our general terms and conditions (such as payment term, EMD, security deposit, price variation clause, etc.,) the decision of our Management whether to accept or not on such counter offer shall be final and binding on the tenderer concerned

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30) ARBITRATION CLAUSE:

a) In case of any dispute connected with any matter covered by these conditions and / or the contract shall be referred to the sole Arbitration of the Corporation whose decision shall be final and binding on the parties. The provisions of the Arbitration Act shall apply to the adjudication of all such disputes.

Notwithstanding pendency of any dispute, the supplier shall subject to the Corporation concerned wanting him to do so continue to make the supplies as ordered.

b) The agreement is subject to Madurai Jurisdiction. The Corporation is empowered to deduct any statutory levies/taxes from the payments to the successful tenderer.

31) SERVICE OF NOTICE

Notice requested to be given under any of the foregoing clauses or under the contract shall be deemed to have been given and served if sent to the supplier by registered post/speed post at address given in the tender form or at other address subsequently notified by the supplier.

32) BREACH OF CONTRACT

The Corporation on breach of the provisions of the contract and / or on unsatisfactory performance of the contract by the supplier may forthwith terminate the contract and also take such remedial measures as it may think fit.

33) TENDER PROFORMA : The tender proforma as enclosed has to be filled up & signed by the supplier and submitted along with the tender.

MANAGING DIRECTOR

Name and Signature of the Tenderer (with Office Seal)

IF THE TENDER IS FILLED BY AUTHORISED DISTRIBUTOR / SOLE SELLING
AGENT, A LETTER OF AUTHORISATION FROM THE MANUFACTURER SHOULD BE ACCOMPANIED
WITH THE TENDER AS PER THE FOLLOWING FORMAT:

FORMAT

Date:

To
The Managing Director
Tamilnadu State Transport Corporation
(Madurai)Ltd
Bye-Pass Road
Madurai-625 010.

Sir,

We have appointed M/s..... at
the following address as our Sole Selling Agent / Sole Distributor whose name
and address may kindly be incorporated in the Contract for supply of. . . .
.Name of the
(Address of Sole Selling Agent / Sole Distributor)

We hereby give an undertaking that our Sole Selling Agent/Sole
Distributor, i.e. M/s..... will be
bound by the terms and conditions of the contract mentioned above and shall
fulfil all liabilities and Obligation under the said contract.

We also hereby give an undertaking that our Sole Selling Agent/Sole
Distributor, i.e.M/s..... will supply
products manufactured by us only conforming to standards laid down in the said
contract with brand name"....." and the final responsibility
for fulfilling all liabilities and obligations under the contract including
settlement of claims/disputes arising out of supplies made or non supplies by
our Sole Selling Agent/Sole Distributor to M/s.Tamilnadu State transport
Corporation (Madurai) Ltd will be the manufacturer approved on contract
i.e.M/s.....

In the event, we change the Sole Selling Agent / sole Distributor
during the pendency of the said contract, then we further give an
undertaking that before the appointment of new Sole Selling Agent/Sole
Distributor is given effect to, we will settle all claims/disputes arising
out of supplies made/non-supply made by our Sole Selling Agent/Sole
Distributor, M/s.....

Thanking you,

Yours faithfully,

AUTHORISED SIGNATURE (MANUFACTURER)
(with Office Seal)

SPECIMEN COPY OF UNDERTAKING IN LIEU OF E.M.D.

(On Non-judicial Stamp paper of equivalent value of Rs.50.00)

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS
DAY OF _____ TWO THOUSAND _____

by

M/s.....
called the "TENDERER" (which expression shall where the context so
admits mean and include their Agents, Representatives, Successors-
in-office and Assigns).

TO and IN FAVOUR OF

M/s. TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LIMITED having its office at Bye-Pass Road, Madurai-625010, hereinafter called the "TNSTC MADURAI" (which expression shall where the context so admits mean and include its successors in office and assigns).

WHEREAS the tenderer is exempted by the TNSTC (MADURAI) from payment of Earnest Money Deposit subjected to the Tender execution and undertaking to the value of deposit specified to be paid to the TNSTC(MADURAI) in the event of non-fulfilment or breach of any of the conditions of the said tender by the Tenderer as mentioned hereunder.

- 1) Withdrawing his tender before the expiry of the validity period OR
- 2) Withdrawing his tender after acceptance, OR
- 3) Violating any of the conditions of the tender issued by the Competent Authority.

NOW THIS undertaking witness that in pursuance of the said agreement the Tenderer hereby both covenant with the TNSTC (MADURAI) that in consideration of the TNSTC (MADURAI) waiving the condition of payment of EMD in case in terms of the said specification, the tenderer has agreed to pay to the TNSTC (MADURAI) in the event of

- 1) Withdrawing his tender before the expiry of the validity period
- 2) Withdrawing his tender after acceptance
- 3) Violating any of the condition of the tender issued by the Competent Authority

Now this condition of the above written undertaking is such that if the Tenderer shall duly and faithfully observe and perform the conditions specified as above then the above written undertaking shall be void; otherwise the same shall remain in full force.

IN WITNESS WHEREOF THIRU

acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

Signed and delivery of

In the presence of Witness:

on behalf of the tenderer

1.

2.

In the presence of Witness:

Accepted for/on behalf of
the TNSTC (MADURAI)

1.

2.

To be submitted in the SECOND COVER

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI
(A Government of Tamilnadu Undertaking)
Bye-Pass Road, MADURAI

Cost of each Tender Schedule Rs.500/-

Receipt No:

T.S.NO:10

FORM NO:

TENDER SCHEDULE for the supply of : DECORATIVE LAMINATED SHEET

[PRE-QUALIFICATION : **MANUFACTURER**]

Last Date for Receipt of Tenders : **13/ 05/ 2022 02.00PM**

Tender Opening Date : **13/ 05/ 2022 03.00PM**

E.M.D. to be deposited : Rs.5000/- per tender to be enclosed
along with Technical Bid (First Cover)

NAME AND ADDRESS OF THE TENDERER:

TELEPHONE & FAX NUMBER :

STATUS :

Sl No.	Item Code No.	Description	Required Quantity	Rate/Unit (in words & figures)	Remarks if any

01	HBW 1070	8'X 4'X 3mm IS2046:1995 LAMINATED SHEET	NOS. 2300		

02	HBW1717	8'X 4'X 3mm, LAMINATED SHEET IS:15061:2002 ,F.R GR., FIRE RETARDANT	100		

**IS:2046:1995 for Sl.No 01 & IS:15061:2002 for Sl.No.02
(COLOUR;Star Dust Grey-White Glossy Back ground for both items)**

SAMPLES TO BE ENCLOSED FOR ALL THE QUOTED ITEMS ALONG WITH TENDERS
TENDERS RECEIVED WITHOUT SAMPLES WILL BE REJECTED

NOTE:-

1. SPECIFICATIONS:IS2046:1995 FOR SL.NO: 01 ,IS:15061:2002 FOR SL.NO:02
With latest amendments if any.
2. Technical data/specification of quoted products is to be enclosed.
3. The test certificate of ARAI or CIRT or ICAT or any Government approved
Certifying authourity should be enclosed along with the tender.

Name and Signature of the Tenderer (with Office Seal)

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI
(A Government of Tamilnadu Undertaking)
Bye-Pass Road, MADURAI

4. The details of specifications and penalty clause are furnished in annexure. Any shortfall in the specifications and quality will attract penalty clause.
5. Sample pieces for all the quoted items should be given with tender. Tenders received without samples will be rejected
6. Proof of supplies made to Tamilnadu STUS if any to be enclosed .
7. Brand name should be mentioned.

NOTE:

----- IF THE SUPPLY FOR THE ORDERS PLACED DURING THE LAST TWO YEAR IS FOUND TO BE POOR (ie.LESS THAN 50%) THE TENDERS WILL NOT BE CONSIDERED. TENDERS WILL NOT BE CONSIDERED FOR THE FIRMS TO WHOM ANY ADVERSE REPORT RECEIVED ON QUALITY/PERFORMANCE/NON-SETTLEMENT OF CLAIM,ETC.,

NOTE:1. Two covers are issued along with the tender documents.

2. In the FIRST COVER, Technical Bid along with the following documents are to be enclosed, viz,
 - a. Proof of copy of certificate as 'Manufacturer' / SSI etc as per the prescribed prequalification.
 - b. EMD Amount Bank Draft or Bond in case of SSI Unit.
 - c. Any other valid proof as per tender conditions.
3. The tenderers are required to simultaneously submit the two SEPARATE sealed covers duly sealed and lodge them in one cover. All documents shall not be enclosed in one single cover and tenders so received will be REJECTED.
4. In the SECOND COVER, the prices along with other terms and conditions should be furnished.
5. The FIRST COVER will be opened first to evaluate the status of the participating tenderer as per the prescribed prequalification, EMD remittance etc.
6. The SECOND Cover containing prices, other terms and conditions will be opened ONLY in respect of those tenderes who found QUALIFIED as per the first cover. In other words, the SECOND cover will not be opened / considered if the participating tenderer is NOT found qualified as per the first cover.

Proof of Bulk supplies made to Tamilnadu STU's is to be enclosed.

ISO / ISI Certification if any to be mentioned.

- | | |
|--------------------|---|
| 1) G.S.T.: | (WITH GST PROVISIONAL CERTIFICATE & HSN CODE) |
| CGST : | |
| SGST : | |
| IGST : | |
| 2) Trade Discount: | 3) Quantity Discount: |

Name and Signature of the Tenderer (with Office Seal)

TAMILNADU STATE TRANSPORT CORPORATION(MADURAI) LTD., MADURAI
(A Government of Tamilnadu Undertaking)
Bye-Pass Road, MADURAI

- 4) Insurance charges, if any: 5) Handling charges,if any:
- 6) FOR: DESTINATION: CENTRAL STORES `AT MADURAI/DINDIGUL/VIRUDHUNAGAR
- 7) Payment Term :
(Please refer Clause 19 in the Tender Conditions regarding detailed Payment Terms.
However Bank charges, if any, shall be borne by the supplier only.
On any account advance payment will not be made)
- 8) Warranty period, if any :
- 9) Details of samples enclosed :

For SPECIFICATION of the materials to be supplied, please refer clause no.15 of the tender conditions and furnish the details accordingly.

ACCEPTANCE: We hereby agree the tender terms and conditions to the supply of above materials at the rates quoted against each FOR :DESTINATION. We also agree to remit 2% of the order value as SECURITY DEPOSIT within 15 days from the receipt of our order by way of Demand Draft before effecting supply.

Station: NAME and SIGNATURE OF THE TENDERER

Date : [WITH OFFICE SEAL]

Encl: EMD DD No: date : Rs.5000/-

Drawn on (Bank)
