



**TAMIL NADU STATE TRANSPORT CORPORATION (KUM) LTD.,
KUMBAKONAM**

OPEN TENDER



SUPPLY OF MATERIALS

Tender Notice No: 01/2022-2023
Due Date : 16.06.2022

TENDER DOCUMENT

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Acronyms and Definitions	
EMD	Earnest Money Deposit
FOR	Free On Road / Rail
LD	Liquidated Damage
SD	Security Deposit
STU	State Transport Undertakings
GST	Goods and Services Tax
RC	Rate Contract
IRT	Institute of Road Transport
TNSTC	Tamil Nadu State Transport Corporation Ltd
ASRTU	Association of State Road Transport Undertaking
OEM	Original Equipments Manufacturer
AD	Authorised Distributer / Authorised Dealer
GU	Government Undertakings
TNSSI	Tamil Nadu Small Scale Industries
MSME	Ministry of Micro, Small & Medium Scale Entrepreneur
GEM	Government E-marketing Place
U.O.M	Unit of Measurement
P & F	Packing & Forwarding
BG	Bank Guarantee

Know Your Rights

1. ALL TENDERS WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS.
2. ELIGIBLE PRICE BIDS WILL BE OPENED IN THE PRESENCE OF THE BIDDERS.
3. INFORMATION OF THE TENDER FINALIZATION WILL BE INFORMED TO THE UNSUCCESSFUL BIDDERS AFTER THE COMPLETION OF THE ENTIRE TENDER PROCESS.

MANAGING DIRECTOR

TNSTC(KUM) LTD.,
KUMBAKONAM

Letter of Undertaking

To
The Managing Director,
Tamil Nadu State Transport Corporation (Kum) Ltd.,
27, Rail Way Station New Road,
Kumbakonam – 612 001.

Sir,

Sub: Undertaking for participating in Tamilnadu State Transport Corporation(Kumbakonam) Ltd., Kumbakonam Procurement Tender - Reg.

Ref: **Tender No. 01/2022-2023**

I/We ----- have gone through the Terms and Conditions, Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing of Tendered Materials.

I/We ----- certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We ----- understand that I/ We are liable to be blacklisted by TNSTC(KUM) LTD,Kumbakonam for a period of three years.

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

- 1) The above, Declaration in the company's letter head should be submitted.

- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

The Tamilnadu State Transport Corporation (Kumbakonam) Ltd is the Company wholly owned by Government of Tamilnadu Registered in the Companies Act with registered office at Railway Station New Road, Kumbakonam.

Short Titles used in the Tender Document:

- 1) **Bidder / Tenderer** : Bidder/ Tenderer means the party who makes a formal offer in pursuance of the tender floated.
 - 2) **Successful Bidder/ Tenderer** : Successful Bidder/ Tenderer means the Bidder who becomes successful through the tender process.
 - 3) **Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.
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2.Submission of Sealed Tenders

i) Sealed Tenders are hereby invited for the supply of materials as specified in the schedule attached from reputed manufacturers or their authorized sole selling agents in which case their Principal Manufacturers shall also be a party to the terms and conditions herein mentioned and contract in the event of such award.

Those who submit tender in person at the office of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd., should also sign on the tender cover mentioning the actual time and date of delivery and obtain acknowledgement to that effect from the concerned person with seal of dispatch section.

ii) **Tender should be sent in sealed cover and superscribed as TENDER FOR THE SUPPLY OF ETM PAPER ROLL. So as to reach the Managing Director, Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Railway Station New Road, Kumbakonam 612001 before **2.00 P.M. on 16.06.2022**. Details and specifications of materials required are given in the annexure attached.**

SUBMISSION OF TENDER

i) The Tenderers are requested to simultaneously submit two separate sealed covers.

The Technical Bid (first cover) will contain.

- 1) Proof of Preference for MANUFACTURERS in this Field.
 - 2) Demand Draft for EMD amount of Rs.5000/-
 - 3) Turnover details for the previous three years should be furnished with proper evidence.
 - 4) Manufacturing facilities available in their firm should be furnished.
 - 5) Information about the supply of materials to STUs in Tamilnadu should be furnished
 - 6) Any other information the tenderer would like to state with proper evidence.
 - 7) The forms underhead "Annexure 1, A1.2, & A1.3" must be submitted in the technical bid, otherwise tender is liable for rejection.
 - 8) All documentary evidence should be properly attested by Gazetted officials or else it is liable to be rejected.
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The commercial bid (Second cover) containing the price quotation which will be opened only if the Tenderers are found qualified to execute the Tender. (As specified in specimen copy V)

iii) The Tender should consists of the following

- a) Specifications and type of materials
- b) Information about manufacturers / suppliers and status
- c) Commercial bid

iv) The tenderer shall submit Tender to the following Delivery Address.

**The Deputy Manager (Materials-Corp.)
Tamilnadu State Transport Corporation (Kumbakonam) Ltd.,
27, Railway Station New Road
Kumbakonam – 612 001.**

- v) The tender shall be submitted at or before the stipulated hours and date.
- vi) The envelope containing the Tender shall be sealed and superscribed with
 - a) The name and address of the Tenderer
 - b) Tender No.
 - c) Tender due and Opening date
- vii) On the envelope containing the tender, it should be written “Tender not to be opened till 3.00 PM hours on 16.06.2022”. (The Tenderer shall note that the Tender due date and times shall be duly filled and written on the envelope)
- viii) The Tender schedule is not transferable

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every aspect will be at the Bidder's risk and may result in the rejection of bid.
 - b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situation for the execution of Tender and shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
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- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the Purchase orders or Work Order awarded under this tender will be entertained by TNSTC **Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.**
 - d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the Tender and price quoted in the Bid to cover all obligations under this Tender.
 - e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Purchase Order or Work Contract or throughout the completion of Purchase Order quantities or Work Contract quantity whichever is later on account of any reasons whatsoever.
 - f) The Bidder shall make all arrangements as part of the contract to supply commission and train the beneficiaries at various locations at their own cost and transport.
 - g) The Bidder should be fully and completely responsible to STUs for all the deliveries and deliverables.
 - h) Any Bidder who is blacklisted in TNSTU/TSU/Government Departments will not be eligible to bid for Tenders in TNSTC(Kum) Ltd., , as per the conditions of blacklisting.
 - i) In case show cause notice has been issued by TNSTC for poor performance, then TNSTC(Kum) Ltd , reserves the right to disqualify the bid submitted by such Bidder.
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3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify TNSTC(kum) Ltd by letter or by E-mail to tnstcpurkum@gmail.com with a copy to tnstckum@gmail.com. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document, If necessary.

3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders are requested to periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNSTC (kum) Ltd, will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by TNSTC(Kum)Ltd, within 48 hours prior to the due date and time for opening of the Tender.
- c) TNSTC(Kum)Ltd, is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

- a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither TNSTC(Kum)Ltd, nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
 - In such claim of Force Majeure clause, the bidder should submit the written claim, explaining the cause within 10 days of such occurrence and should be accepted by "MANAGING DIRECTORS OF TNSTC(Kum)Ltd,".
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3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Director of IRT / Managing Director of STUs under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Kumbakonam, India and the language shall be English only. Subject to the above, the Courts at kumbakonam alone shall have jurisdiction in the matter. 3.

4.ELIGIBILITY CRITERIA

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence duly attested by Notary Public or self attested for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected. In case of Self Attestation original documentary Proof are subject to verify when called upon by the Tender Accepting authorities.

Eligibility

Tender Notice SI.No	Description	Eligibility Status	EMD
D-02	ETM PAPER ROLL	MANUFACTURERS	5000/-

5. Bid Preparation and Submission

5.1 Tender Procedure

a) The Managing Director, on behalf of TNSTC(Kumbakonam) Ltd, invite sealed and superscribed tender from the ----- for the supply of ----- as specified in the Schedule attached her with.

b) The bidders shall furnish the bid in two separate covers viz (a) Technical Bid and (b) Commercial Bid duly superscribed on the respective cover, sealed properly and lodge them in one outer cover. Both the bids shall not be kept in one cover. The prescribed format is given for Technical Bid and Commercial Bid . In view of the nature of tender, the technical bid is opened first and the technical bid shall be shortlisted to ascertain the eligible tenderers and then the offer containing the commercial bid in respect of successful technical bidders shall be opened for further process on the date notified for this purpose. **Failure to submit the bids in two covers shall result in rejection of the tender summarily.**

c) The sealed outer cover consisting of Technical Bid and Commercial Bid shall be addressed to the Managing Director, Tamil Nadu State Transport Corporation (Kumbakonam) Ltd, No:27 Railway Station New Road, Kumbakonam-612001 duly superscribed as "Tender for the supply of _____ and dropped in the tender box kept in the office of the Managing Director, Tamil Nadu State Transport Corporation(Kum)Ltd, 27,Railway Station New Road, Kumbakonam-612001 on or before **16.06.2022 (i.e. upto 14.00 Hours on 16.06.2022).**

5.2 Tender Document Fee

- a. The tender document directly can be purchased from The Assistant Manger (Materials – Corporate), TNSTC (Kumbakonam) Ltd, on payment of fees of Rs._____/ - (inclusive of GST) in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of "Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam," payable at Kumbakonam.
 - b. The bidders may also download the tender document from the website www.tenders.tn.gov.in at free of cost and could participate the tender.
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5.3 Earnest Money Deposit (EMD)

a) Each Technical Bid shall be accompanied by an EMD amount of **Rs. _____ /- (Rupees _____ only)** in the form of Demand Draft drawn in favour of Tamil Nadu State Transport corporation (Kumbakonam) Ltd, Kumbakonam from any Nationalised Bank / Scheduled Bank payable at Kumbakonam.

Any tender not accompanied by EMD or accompanied by EMD for a lesser amount shall be summarily rejected.

Provided any category of tenderers specifically exempted by the Government from the payment of EMD will not be required to make such a deposit. However they will be required to execute proper agreement as stipulated in G.O.No.387, Finance (BPE) Department, dated 03.08.1998 along with the Technical Bid as per the specimen given in Tender.

b) No interest shall be payable on the EMD.

5.4 SUBMITTING OF SAMPLES FOR TESTING

Random samples from the consignments will be taken and tested either at I.R.T.(Chennai) or C.I.R.T.(Pune) or in Government test house or any other recognized laboratory or institute as may be selected by the corporation. The test charges and incidental expenses thereto shall be paid by the suppliers, where the results are unsatisfactory. The Corporation may also without prejudice to their other rights as purchasers, take following action where test results are unsatisfactory

i) Reject the entire consignment from which the random samples taken had failed in the test and call upon the supplier to take back the rejected consignment as per the procedure prescribed in clause 5 above.

ii) Corporation is entitled to Purchase from elsewhere without any notice on the account and at the risk of the supplier.

iii) The Corporation reserves the rights to levy penalty based on the shortfall in specifications, if any.

5.5 EVALUATION CRITERIA:

- a. The evaluation of tender shall be made as per the clause No- 3 Eligibility criteria.
 - b. The selection of bidder L1/H1 shall be made based on the Lowest / Highest Rate (Land Cost- Including as Taxes and other cost Quantifiable) as the case may be and Vendor Rating System.
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- c. The Vendor Rating System shall be made based on the price quoted by the bidder with last three financial years supplier performance rating system to TNSCTC (Kumbakonam) Ltd.
- d. The tenders received without above documents will not be considered for further evaluation.
- e. On the basis of the Sample Testing by our Technical Committee / IRT/CIRT Test certificate evaluation, conform to tender specification, the eligible tenderers will be considered for opening of Commercial Bid.
- f. For evaluation of tender, the provisions contained in the Tamilnadu Transparency in Tenders Act, 1998 and the Tamilnadu Transparency in Tenders Rules, 2000 will be followed.
- g. Bidder must conform to the Terms and Conditions and duly signed in each and every page. Any counter conditions against our terms and conditions shall be summarily rejected.
- h. The Materials offered by the bidder, shall meet the specification given in the tender document. Otherwise tender will not be considered.
- i. The bidder fails to meet out any one of the conditions the tender will not be considered for further evaluation.

5.6 Bid closing date and time

- a. The bidder shall superscribe tender document cover as "Tender for the supply of _____ to the TNSCTC (Kumbakonam) Ltd" and dropped in the tender box kept in the office of the Managing Director, Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam on or before **16.06.2022 (i.e. upto 14.00 Hours on 16.06.2022).**
 - b. The tender shall not be accepted after closing date and time fixed for receipt of tenders. Fax/Telegraphic tenders will not be accepted under any circumstances.
 - c. Due to unforeseen events, if the tender opening date happens to be a holiday, the tender shall be opened on the next working day at the same time.
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6. Tender Opening and Evaluation

6.1 Technical Bid Opening

- a) The tenders for technical bid shall be opened by a Tender scrutiny committee constituted for this purpose by the Managing Director or his authorized representatives in the presence of the bidders who choose to be present at the Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., No:27, Railway Station New Road, Kumbakonam. on **16.06.2022 at 15.00 Hours**.
- b) Only one participant representing each tenderer will be allowed to participate in the opening of tender. The participants for the tender should bring necessary authorization letter issued by their management to participate in the opening of the tender.
- c) Based on the evaluation of technical bid, the short listed commercial bids shall be opened. The date and time of opening of the commercial bid will be intimated to the eligible tenderers later.

6.2 Tender Validity

The offered submitted by the bidders should be valid for a minimum period of 90 days from the date of opening of the Technical bid.

6.3 Price Firm Period

The Offer Submitted by the bidder should firm for one year or for the supply of 125% of the tender quantity whichever is latter.

6.4 Initial Scrutiny

a. Initial Bid scrutiny will be conducted and incomplete details as mentioned in the condition clause no 5.1, 5.2, 5.3 ,5.4 and 5.6 will be treated as non-responsive.

Bidders are submitted the tender document with subjective and conditional offers will be treated non – responsive.

All responsive Bids will be considered for further evaluation.

The decision of TNSTC (Kumbakonam) Ltd, will be final in this regard.

6.5 Clarifications by TNSTC (Kumbakonam) Ltd

When deemed necessary, TNSTC (Kumbakonam) Ltd, may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNSTC (Kumbakonam) Ltd, may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TNSTC (Kumbakonam) Ltd, as stated above, such Bids may at the discretion of TNSTC (Kumbakonam) Ltd, shall be rejected as technically non-responsive.

6.6 Tender Evaluation

6.6.1 Suppression of Facts and Misleading Information

- a. During the Bid evaluation, if any suppression of facts and mis leading information or misrepresentation is brought to the notice of TNSTC (Kumbakonam) Ltd. TNSTC (Kumbakonam) Ltd, shall have the right to reject the Bid and if after selection, TNSTC (Kumbakonam) Ltd, would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
 - b. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNSTC (Kumbakonam) Ltd, shall have the right to seek the correct facts and figures or reject such Bids.
 - c. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria duly attested by the Notary Public or by a qualified attesting officer or self attested (subject to verification of Originals) in which the name of the attesting officer, designation office seal should in the language of English and visible, as otherwise the tender will not be considered for further evaluation.
 - d. The bidder shall produce the original for the Photo copies enclosed by them in the tender document if required, failing which the tender will be rejected.
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6.6.2 Technical Bid Evaluation

- a) A Tender Scrutiny Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

6.6.3 Commercial Bid Evaluation

- a) The Commercial Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Commercial Bid should include all expenses towards this Tender. The Commercial Bids will be opened in the presence of the Bidders at TNSTC (Kumbakonam) Ltd. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.
 - b) Commercial Bid evaluation will be done as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
 - c) The following method of price evaluation will be adopted.
 - The Commercial Bid Evaluation shall include GST and other cost mention in the price bid such as delivery charges, transportation charges and installation charge etc.,
 - In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD) as applicable.
 - d) The prices will be evaluated as follows and the decision of TNSTC (Kumbakonam) Ltd, will be the final.
 - L1/H1 bidder (as the Case may be) will be decided and shall be called for further negotiation on overall cost.
 - 'Evaluated tender Price' will be the nett rate applicable for F.O.R. DESTINATION inclusive of Basic, Discount, duties Transportation cost, Insurance, etc., but exclusive of taxes for which adjustment made based on the terms of payment quoted in the Tender. (adjustments will
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being calculated as furnished below)

- Adjustment value will be calculated for the payment Terms, assuring payment on them 45 days from the date of receipt of materials as the basis, at the rate of 0.75% 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.
- As per Tamilnadu Transparency in Tender rule 2000 Clause 29-(2)(f), the evaluation and comparison shall include fifteen percent price preference for domestic small scale industrial units and ten percent price preference for the Public Sector Undertakings of the Government in respect of products and quantities manufactured by them only for consideration for placement of order.

6.7 Negotiations

Negotiations will be conducted with all the L1/H1 Bidder (as the Case May be) only if needed.

6.8 Award of Contract

- a) Total quantity will be given to L1/H1 Bidder (as the Case may be) as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.
- b) No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

6.9 TNSTC (Kumbakonam) Ltd, reserves the right to:

- Negotiate with the Bidder whose offer is the lowest/ highest (as the case may be) evaluated price for further reduction/ increase (as the case may be) of prices.
 - Insist on quality / specification of materials to be supplied.
 - Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
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- Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
 - If delivery performance of the Bidder is not as per the Schedule, then TNSTC (Kumbakonam) Ltd, reserves the right to reallocate the quantity to other Bidder.
 - TNSTC (Kumbakonam) Ltd, reserves its right to inspect the bidder's factory before or after placement of orders and based on the inspection, TNSTC (Kumbakonam) Ltd reserves a right to modify the quantity ordered.
 - TNSTC (Kumbakonam) Ltd, reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the Purchasers.
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7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with TNSTC (Kumbakonam) Ltd, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by TNSTC (Kumbakonam) Ltd, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Purchase Order / Work Order

After acceptance of the Tender by TNSTC (Kumbakonam) Ltd, Purchase Order / Work Order, will be issued to the Successful Bidder by TNSTC (Kumbakonam) Ltd.

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to two percent of the value of the order, inclusive of GST by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period from the date of acceptance of the tender on receipt of confirmation from TNSTC (Kumbakonam) Ltd.

7.4 Execution of Contract Agreement

- a) The Successful Bidder should execute a Contract Agreement in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within one week from the date of request Letter issued by TNSTC (Kumbakonam) Ltd, with such changes/modifications as may be indicated by TNSTC (Kumbakonam) Ltd, at the time of execution on receipt of confirmation from TNSTC (Kumbakonam) Ltd.
 - b) The Successful Bidder shall not assign or make over the contract, the
-

benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNSTC (Kumbakonam) Ltd. TNSTC (Kumbakonam) Ltd reserves its right to cancel the purchase order / Work Order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the Purchase Order / Work Order without prejudice to the rights of TNSTC (Kumbakonam) Ltd and TNSTC (Kumbakonam) Ltd, also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, “**Firm Purchase Order**” for the supply and commissioning of Tendered items/**Work Order** for the Execution of work will be issued to the Successful Bidder by TNSTC (Kumbakonam) Ltd. The supply and payment will be based on the Purchase Order / Work Order Terms.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be refunded after completion of the entire supply. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder. The EMD will not carry any interest.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of TNSTC (Kumbakonam) Ltd. Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the Contract Agreement and as per the Letter of Request or order including Purchase Order(s) issued by TNSTC (Kumbakonam) Ltd, from time to time.

7.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited by TNSTC (Kumbakonam) Ltd.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited by TNSTC (Kumbakonam) Ltd, and the tender will be held void. If the successful bidder fails to sign the contract within the stipulated time, then the SD remitted will be forfeited and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNSTC (Kumbakonam) Ltd.

7.9 Termination of Contract

7.9(1) Termination for default

- a) TNSTC (Kumbakonam) Ltd, may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods /execute the work in full within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TNSTC (Kumbakonam) Ltd ; or (ii) if the
-

Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of TNSTC (Kumbakonam) Ltd, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract or (iv) supplies the items inferior to the ordered / accepted / specifications.

- c) In the event TNSTC (Kumbakonam) Ltd terminates the Contract in whole or in part, TNSTC (Kumbakonam) Ltd may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TNSTC (Kumbakonam) Ltd for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.(2) Termination for Convenience

TNSTC (Kumbakonam) Ltd may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNSTC (Kumbakonam) Ltd convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.10 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of TNSTC (Kumbakonam) Ltd.

7.11 Failure to Supply

i) If the supplier fails to supply the materials to the stores in accordance with the terms and conditions herein provided and those agreed with the corporation or fails to replace the

Materials as may be rejected by the corporation, within the time stipulated the corporation shall at the risk and cost of supplier and without any notice or reference to him, be entitled to purchase else where such materials (of the same specification) at the risk of the contractor.

The contractor shall be liable to pay to the corporation the difference between the price at which such materials have been purchased by the Corporation and at the price set out in the contract plus 10% overheads. But the contractor shall not be entitled to any gain on such purchases.

The risk purchase 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 materials. For any minor defects the corporation has right to impose penalty and make deduction in the bill.

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

iii) LIQUIDATED DAMAGES: If the supplier fails to deliver the materials 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 shall without prejudice to other rights of purchases to recover damages for breach of the contract, recover from the suppliers as agreed liquidated damages and not by way of penalty a sum equivalent to 10% of the price of any materials which the supplier has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such materials may be in arrears. Where delivery thereof accepted after expiry of the period subject to the conditions that the damages to be calculated shall be limited to 10% of the value of delayed supplies.

iv) Incase of any dispute arising out of price variation or price revision, the decision of the corporation shall be final.

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 materials in accordance with the delivery schedule at the existing prices and all terms, condition and consequence as mentioned in para (i), (ii) & (iii) of 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 a claim or dispute or price variation or revision.

v) In case of Delay in the supply of material as per delivery schedule of this corporation during the period of contract if it leads 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.

vi) If there is any loss of goods by the carrier in which the goods are sent by the suppliers, such losses and related cost and expenses will be borne by the supplier.

7.12 Penalty for Non-Fulfilment of Tender

A Penalty will be levied at 5% of the total value of the Purchase Order, for non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Purchase Order / Work Order.

7.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TNSTC (Kumbakonam) Ltd does not bind itself in selecting the bidder offering lowest prices / Highest Prices (as the case may be).
 - b) TNSTC (Kumbakonam) Ltd, reserves the right not to accept lowest price/ Highest Prices (as the case may be) to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNSTC (Kumbakonam) Ltd, for good and sufficient reasons.
-

7.14 Delivery Schedule

- a) The supply of Materials shall be as per the schedule given in the Purchase Order placed by TNSSTC (Kumbakonam) Ltd or the delivery schedules furnished by the region separately. The entire quantity of supply for a Year is to be spread according to need every month and supply shall positively be completed before the First week of the stipulated month.
- b) The delivery of materials shall be made at the respective stores of the TNSSTUs as specified by them in the Purchase Order.
- c) The supply of Materials ordered items shall conform to the specification available in the Tender document.
- d) In the rare event of non-acceptance of delivery items by the Regions, the vendor shall immediately report to Corporate Materials for suitable directions.

8 Quality of Supply

- a) The Materials to be supplied shall strictly conform to the specifications given in the **Annexure**.
- b) In the event of failure of random samples for the supplies made to the Corporation and tested at CIRT/ IRT or any other laboratory approved by Ministry of Science and Technology, the Tender Award Committee will have the right to take the following action:-
 - i) Suspend or terminate or reject the tender/ contract and
 - ii) Any other remedial measures as it may deem fit.

9. Payment Clause

- 9.1 The Corporation will release the payment as per the Term mentioned in the Purchase Order / Work Order.
- 9.2 Penalty amount if any, will be adjusted in the Security Deposit paid by the Successful Bidder.
- 9.3 The standard payment terms for the supply of materials to the Tamilnadu State Transport Corporation (Kumbakonam) will be 45 days credit from the date of receipt of materials at the specific stores of this

- corporation. The date acknowledged by the store in the document for the receipt of the materials. (ICRN -Inspection Cum Receipt Note)mentioned shall be date of reckoning for calculating the 45 days credit period
- 9.4 Any other payment terms quoted which shall be more beneficial to our corporation including those carrying attractive cash discount on alternative terms of payment will be accepted.
- 9.5 If any bank commission / charges arises that will be borne by the firm only
- 9.6 The equalizing Interest at the Rate below mentioned will be added on Invoice Value for the no of Credit day & non availed by this corporation on pro rate basis if any other payment term is offered other than our standard payment terms of 45 days credit.

10. Submission of Samples

- i) Any intending tenderer should submit samples along with the tender at their cost or within the date specified wherever called for. After finalization of tender, the unsuccessful tenderers may collect back the samples. All freight and forwarding charges for returning the samples will have to be borne by the party who had submitted tender.
- ii) Where specifications have been prescribed, supply shall confirm to these specifications and submission of samples in other or varied specifications shall not entitle the supplier to vary the specifications.
- 3) The materials shall meet the specification of the ASRTU specification at time of testing at IRT, Chennai /CIRT, Pune.
- 4) The manufacturer shall agree to take back immediately available quantity of materials at our stores/workshop if the random of their sample do not meet the specification at IRT/CIRT.
- 5) The contract will be in force for a period of 1 Year from the date of communication of acceptance of tender.
- 6) The name of the manufacturer, brand name and status of manufacturers should be clearly indicated in the tender.
- 7) 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.
-

11. SUB LETTING 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 without any notice and also take such remedial legal measures as it may think fit.

12. 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 the address given in the tender form or at other address subsequently notified by the supplier.

Appendix-1 Model Form of Contract

CONTRACT AGREEMENT FORM TO BE EXECUTED BY SUCCESSFUL TENDERERS

This Agreement (Agreement No.) made and entered into at Kumbakonam, India on(Date) between Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam (hereinafter referred to as TNSTC, Kumbakonam) having its registered Office at Kumbakonam – 612001 and is success and assigns of the one part, and (Name of the successful Tenderer) having its registered office at

by Mr. residing at (hereafter called the contractor) and the contractors' successors and assigns of the other part.

And WHEREAS TNSTC, KUMBAKONAM invited Tenders, for the supply and delivery of materials under Tender No. as per the provisions of the Tender Documents (Tender Document No.) and in response to the Tender invitation the Contractor submitted its Tender (Reference No.)

NOW THIS CONTRACT AGREEMENT WITNESS

I) In this Agreement , the following documents shall be deemed to form, to be read and construed as part of this agreement, to be form as 'Contract Document'

- i) The said Tender
- ii) The Tender Document No.
- iii) The appendias and schedules annexed to this Agreement.
- iv) Security Deposit
- v) Letter of award of Contract / Purchase Order No.
- vi) Acceptance letter of the Contract No. Dt.

The Contractor and Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam hereby agree to execute the Contract as per the provisions of this Contract Agreement No. and as per provisions of the Contract Documents and as per the Terms and Conditions annexed to this Contract Agreement.

This Agreement is subject to Kumbakonam jurisdiction IN WITNESS WHERE OF the Parties hereto have Caused their Respective Consumer Seals / Officials SEAL to be taken to affix or have hereinto set their respective hands and seals the day and the year above written.

On behalf of T.N.S.T.C., Kumbakonam

On behalf of Contractors

Name

Name

Address

Address

Signature
Seal

Signature
On behalf of the Contractor
(Name of the Tenderer)

Seal

In the presence of witness
Name and Address

In the presence of Witness
Name and Address

1)

1)

2)

2)

Appendix - 2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper – with reference to clause 7.3)

To
The Managing Director
TNSTC(Kumbakonam)Ltd,
No:27,Railway Station New Road,
Kumbakonam-612001.

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by (Banker's Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Managing Director,(hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____-/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “Supplier”) against Letter of Acceptance reference _____ dated ____/____/____ of M/s..... This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____-/- (Rupees _____ Only) and the guarantee shall remain in full force up to ____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Contractor's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____-/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____-/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs._____-/- (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

Appendix - 3 Specimen Copy of Undertaking in Lieu of E.M.D
ON NON-JUDICIAL STAMP PAPER OF EQUIVALENT VALUE OF RS.40.00
UNDERTAKING IN LIEU OF E.M.D

THIS DEED OF UNDERTAKING EXECUTED AT

ON THE DAY OF TWO THOUSAND **TWENTYTWO**

BY M/S

hereinafter 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 (Kumbakonam) limited, Kumbakonam, having the office at Railway station new road, Kumbakonam-612001,hereinafter called the "TNSTC(KUMBAKONAM)LTD, Kumbakonam"(which expression shall here the context so admits mean and include its successors, in office and assigns).whereas the tenderer is exempted from payment of earnest money deposit for participation in the tender for supply of and whereas the tenderer is exempted by the TNSTC(KUMBAKONAM)Ltd from payment of earnest money deposit subjected to the tender execution and undertaking to the value of Rs._____ deposit specified to be paid to the TNSTC(KUMBAKONAM) LTD. 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 witnesses that in pursuance of the said agreement the tenderer hereby both covenants with the TNSTC(KUMBAKONAM) Ltd. that in consideration of the TNSTC(KUMBAKONAM)Ltd. waiving the condition of payment of EMD in cash in terms of the said specification, the tenderer has agreed to pay to the TNSTC(KUMBAKONAM) Ltd. all losses 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 the condition of the above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above. Otherwise the same shall remain void.

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.

In the presence of witness: Signed and delivery by
on behalf of the Tenderer

1.

2.

In the presence of witnesses; Accepted for on behalf of the
TNSTC(KUMBAKONAM)

1.

2.

Appendix – 4 Declaration form for Appointment of Authorized Distributor/Dealer/Sole selling agent

We have appointed M/S----- at the following address as our **AUTHORIZED DISTRIBUTOR/DEALER/SOLE SELLING AGENT**

ITEM: -----

OT : ----- DT :-----

NAME OF THE FIRM: M/S -----

ADDRESS:

We here by give an undertaking that our Authorized Distributor/Dealer/Sole Selling Agent M/S ----- will be bound by the terms and conditions of the open tender mentioned above and shall fulfil all liabilities and obligations under the said open tender contract period.

We also hereby give an undertaking that our Authorized Distributor/Dealer/Sole Selling Agent M/S ----- will supply products manufactured by us only confirming 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 Authorized Distributor/Dealer/Sole Selling Agent M/S ----- to the corporation will be of the manufacturer M/S-----.

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

MANUFACTURER

AGENT

AUTHORIZED DISTRIBUTOR/
DEALER/ SOLE SELLING

NAME&SIGNATURE OF
AUTHORIZED SIGNATORY
WITH STAMP

NAME&SIGNATURE OF
AUTHORIZED SIGNATORY
WITH STAMP

(This declaration should be given by the manufacturer on Rs.10/- stamp paper
attested by Notary Public)

Annexure-1 Technical Bid

A1.1 Check-list for Enclosures

Documents to be submitted		Fill (YES or NO)
Filled Tender Technical Bid Form duly signed by the bidder in each page and Price Bid Form		
Payment of EMD amount.		
Payment for Tender document fees if tender document Purchased from this corporation by the bidder.		
Two Part Bid submission		
Letter of Authorisation for signing the Tender document		
Eligibility Criteria		
1.	Manufacturing Proof if required in the tender document	
2.	Certificate of Incorporation	
3.	The Product offered by bidder shall conforms to specification in tender Document. The available documentary proof should be enclosed.	
4.	OEM Supply proof copies should be submitted	
5.	ASRTU Rate Contract Copy if available	
6.	Test Certificate from competent authority as per tender document if necessary.	
7.	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 Financial years (2017-2018, 2018-2019, 2019-2020 years)	
8.	Copies of the Chelan for the payment of GST, for the previous quarter of the year.	
9.	Language of the supporting documents only in English	

A1.2 Profile of the Bidder

INFORMATION ABOUT THE TENDERER:

1	Name of the Firm	..	
2	Address of the Registered Office.	..	
3	Telephone No.	..	
4	Mobile Number	..	
5	E- Mail ID	..	
6	Factory / Work Address	..	
7	Telephone No.	..	
8	Mobile Number	..	
9	E-Mail ID	..	
10	Weekly off day of the factory	..	
11	Capital employed in Rupees	..	
12	No. of employees	..	
13	Sales (turnover) during previous three financial years in Rupees.	..	2017-2018-Rs. 2018-2019-Rs 2019-2020-Rs.
14	Whether Audited Annual Report for the past three years i.e., 2017-18, 2018-19 & 2019-20 are enclosed.	..	a) Yes b) No
15	Manufacturers constitution	..	(a) Proprietor (b) Partnership (c) Pvt.Ltd. (d) Public Ltd. (e) PSU (f) Co-Operative Society
16	Status of the manufacturers	..	(a) Small Scale (b) Medium Scale (c) Large Scale
17 a.	In case of Small Scale Units whether registered as Small Scale Industry with Director of Industries & Commerce	..	a) Yes b) No

- | | | | |
|-------|---|----|-----------------|
| 17 b. | In case of Micro, Small and Medium Enterprises(MSMEs) whether registered as MSMEs with Director of Industries & Commerce | .. | a) Yes
b) No |
| 18 | If registered, Registration No. & Date | .. | a) Yes
b) No |
| 19a. | Whether SSI Registration Certificate is enclosed | .. | a)YES
b)NO |
| 19b. | Whether MSMEs Registration Certificate is enclosed | .. | a)Yes
b)No |
| 20 | Whether the product offered has been tested and certified | .. | b) No
b) No |
| 21 | If yes whether the product conforms to the prescribed specifications | .. | a) Yes
b) No |
| 22 | Whether copy of the Test Certificate enclosed | .. | a) Yes
b) No |
| 23 | Whether supply made to TNSTUs in Tamilnadu during the year 2017-2020 | .. | a) Yes
b) No |
| 24 | Whether supply made to APSRTC, KASRTC, KESRTC, MSRTC, GSRTC during the year 2017-2020. | .. | a) Yes
b) No |
| 25 | If, Yes, the ordered quantity by TNSTUs referred above and copies of the Purchase Order and supply details shall be enclosed. | .. | a) Yes
b) No |
| 26 | Whether Proof of Purchase Order and Supply enclosed. | .. | a) Yes
b) No |
-

- 27 Any Other Information ..
- 28 Status of the firm (Enter any of the ..
Following options: ASRTU / OE/ Govt.
Enterprises) ..
- 29 Status of the OE Approval (Enter any of the ..
following options: Ashok Leyland / Tata Motors)
- 30 ASRTU Rate Contract/Trial Rate Contract
Date ..
Issued for Group of items ..
Other manufacturers) --
(Please enclose valid ASRTU Rate Contract
Order if applicable)
- 31 Lead time required to Deliver Materials for our
First Schedule ..
- 32 EMD Remitted Details .. Name of the Bank
Branch
DD No. Dt.
Amount – Rs. ____/-
- 33 Tender Document Cost Paid Details if tender is .. Name of the Bank
Purchase Branch
DD No. Dt.
Amount – Rs. ____/-

SIGNATURE OF THE TENDERER

SEAL:

DATE:

A 1.3 Declaration

To

The Managing Director,
TamilNadu State Transport Corporation (Kumbakonam) Ltd ,
No:27, Railway Station New Road,
Kumbakonam 612 001.

Sir,

I/We hereby offer to supply Materials to the Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam in Tamilnadu upon and in accordance with the General Conditions of tender hereto annexed apart from the conditions as may be agreed to between the Corporation and the successful tenderers, at the price given by me/us as per the terms in the schedule attached to the tender, only those items as you may specify in the acceptance of the tender and within the Delivery Period set forth in the said schedule. I / We enclose the Demand Draft/Pay Order for **Rs._____/- (Rupees _____ only)** towards the Earnest Money Deposit.

I/We have carefully read and understood the terms and conditions and the specifications of the Materials and other details/set out in the Schedule and Annexure. I am / We are fully aware of the nature and specifications of the stores in accordance with your requirements. I/We agree to hold this offer validity for a period of 90 days from the date of opening of Commercial Bid and price Firm for One Year from the Date of Purchase Order / Work Order.

I/We agree to declare that no other party will have any interest in the contract if this tender is accepted. I/We agree that the Corporation shall not be bound to recognize any person or persons other than me/us as having any interest in the contract and will be at liberty to terminate the contract at any time if it appears that this declaration is not true. I/We further agree that acceptance by the Tender Award Committee of this tender within the prescribed time shall constitute a valid contract for the supply of the goods and stores according to the terms and conditions and in accordance with the specifications and details referred to above. I/We further agree to comply with the terms and conditions of the rate contract that may be awarded to me/us on the basis of this offer and in the event of failing to do so during the period of the Rate Contract, I/We agree to the forfeiture of the Earnest Money Deposit of **Rs._____/- (Rupees _____ only)** besides Liquidated Damages set out in the Tender

Document.

.

Signature of the Tenderer

Date:

Name:

Place:.....

Designation

Encl:

Demand Draft/Order bearing No. Dated drawn in favour of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam-612001.

B- 1 Statement of Rates

[illegible]

Note: 1. Basic rate is the rate without Duties, Taxes, Transportation, Insurance, Discount etc.

2. Under “Minimum Package Quantity” the Tenderer can offer (I) the minimum quantity that can be truck loaded and / or (ii) The quantity that can be considered as a “Package set” i.e. that order quantity should be in terms of sets of so many units.

Signature of the Tenderer

Name

Office Seal

B- 2 Statement of Rates

Sl.No	Addition / Reduction to Basic Rates	% Amount on Basic/ Any other Base	Any condition applicable for calculation
1.	GST		
2.	Packing & Forwarding charges		
3.	Insurance charges		
4.	Transportation charges upto the Destination Kumbakonam/Trichy/Karur/ Karaikudi/Pudukottai/Devakottai		
5.	Discount		
6.	Warranty if any		
7.	Any other addition / reduction		

8. Payment Terms : TNSTC (Kumbakonam) Ltd, offers the condition of 45 days credit.

9. Tender validity Period : Upto _____ (date)

NOTE ON RATES

1. In case, the Tenderer has not furnished any information TNSTC, Kumbakonam reserves the right to presume that particular addition/deletion to basic rate is not applicable to the Tender or to presume any value considered by TNSTC, Kumbakonam
 2. Insurance should be borne by the Tenderer.
The Tenderer should note this and accordingly quote.
 3. The Tenderer should furnish the Transportation charges “accurately as possible and atleast indicate as “Not exceeding Since the decision on selection of the successful Tenderer depends on the Nett rate (All inclusive) for the delivery and Destination at Kumbakonam/Trichy/Karur/Karaikudi/Pudukottai/Devakottai. In case, the Tenderer had not furnished any value TNSTC, Kumbakonam reserves the right to presume as either the basic rate furnished included Transportation charges or to presume any value considered by TNSTC, Kumbakonam as justifiable. TNSTC, Kumbakonam will place order on the successful tenderer subject to this presumption and TNSTC, Kumbakonam reserves the right to cancel the Purchase Order given if the actual Transportation charges exceeds the value assumed for evaluation.
 4. TNSTC, Kumbakonam reserves the right to cancel the Purchase orders on the successful Tenderer, in case it was found that at a later stage after revision of any of the additional charges, duties and taxes, the Nett evaluated rate for that Tender was not found to be the lowest, and TNSTC, Kumbakonam reserves the right to place orders on another Tenderer to be selected.
-

TENDER COVER

Sl.No

--	--

Due Date

Cover – I TECHNICAL BID

Tender for the supply of :

To,
THE **DEPUTY** MANAGER (MATERIALS–CORPORATE)
TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LIMITED,
RAILWAY STATION NEW ROAD,
KUMBAKONAM – 612 001,
TAMILNADU.

From:

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TENDER COVER

Sl.No.

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Due Date

Cover – II COMMERCIAL BID

Tender for the supply of :

To,
THE **DEPUTY** MANAGER (MATERIALS–CORPORATE)
TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LIMITED,
RAILWAY STATION NEW ROAD,
KUMBAKONAM – 612 001,
TAMILNADU.

From:

TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONAM) LTD.
KUMBAKONAM-612001.
ANNEXURE TO THE TENDER SCHEDULE

Group : ETM PAPER ROLL

Sl. No.	Description	UOM	PART NUMBER	Quantity Required
1	ETM PAPER ROLL	NO	15METERS LENGTH	1250000

ETM Thermal Paper Roll With PVC core (both side white) impression in black and TNSTC Logo in back side, Roll finishing at 50cm before end of roll. Width-57mm, Diameter-40mm, Length-15Meters, GSM:60. The Advertisement given by this corporation to be printed on the back side of the Roll, with subject to slight alteration of logo printing at the front or where ever corporation by decides.

1. The firm should enclose copy of audit statement for average Turnover for previous 3 Years for Rs.75 Lakhs alone with the Technical Bid with duly attested by Notary Public otherwise tender is liable for rejection. However the original Auditor statement should be produced for verification whenever required.
2. Sample 4 nos to be submitted otherwise tender is liable for rejection.
3. GST Certificate should be enclosed with self attestation otherwise tender liable for rejection.
4. The firm shall produce purchase order copy of any Government forms/PSUs with the attestation of Notary Public for their supply otherwise tender is liable for rejection.
5. Manufacturer Proof should be enclosed with the attestation of Notary Public otherwise tender is liable for rejection.

- Note:
1. All Tenders should be accompanied with a Demand Draft of Rs. 5000.00 as EMD or otherwise it is liable to be rejected
 2. Supply lots will be subject to quality testing whenever necessary
 3. Any specific packages quantity to be mentioned
 4. Mention rates clearly to arrive landing cost
 5. Supply schedules to be adhered as per purchase order conditions.
 6. UOM detail: NO: Number,
 7. TWO Cover system - First cover to have technical bid and technical specifications, Second cover should have commercial bid and terms & conditions.
 8. The tenderers shall furnish two bids viz (a) Technical Bid and (b) Commercial Bid in two separate covers duly superscribed in the respective cover properly. Both Bids shall not be clubbed in one cover. Failure to submit the Bids in Two Covers shall result in rejection of the tender summarily
 9. GST No. to be mentioned along with proof, otherwise liable for rejection
 10. HSN Code to be mention for each items.
 11. For all the documentary evidences Notary Public attestation is must. However if self attested that too accepted subject to verification of Originals

For Tamilnadu State Transport Corporation
(Kumbakonam) Ltd.,

For Managing Director