

**NOT TRANSFERABLE**

Tender No. 3222/2016/I & T

Date: /02/2017

Document No.2016-01

**TAMIL NADU WAREHOUSING CORPORATION**

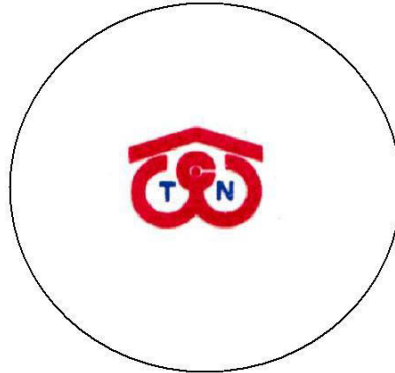
(A Government of Tamil Nadu Sponsored Undertaking)

No.82, Anna Salai, Guindy, Chennai – 600 032.

Telephone Nos. 044-22302300, 22302307 - Fax No. 044-22201320

E-mail ID : [tanware@dataone.in](mailto:tanware@dataone.in)

Website: [WWW.tnwc.in](http://WWW.tnwc.in) & [WWW.tenders.tn.gov.in](http://WWW.tenders.tn.gov.in)



**PART - A**

**TECHNICAL BID**

**FOR**

**Supply of 1500 Nos. of Hand Sprayers**

**Under Two Bid System**



**TAMIL NADU WAREHOUSING CORPORATION**  
**(A Government of Tamil Nadu Sponsored Undertaking)**  
**No.82, Anna Salai, Guindy, Chennai – 600 032.**  
**Telephone Nos. 044-22351303, 22351497 - Fax No. 044-22201320**  
**E-mail ID: [tanware@dataone.in](mailto:tanware@dataone.in)**  
**Website: [WWW.tnwc.in](http://WWW.tnwc.in) & [WWW.tenders.tn.gov.in](http://WWW.tenders.tn.gov.in)**

**TENDER NOTICE**  
**(Rc.No.3222/2016/I&T)**

Sealed Tenders are invited by the General Manager, Tamil Nadu Warehousing Corporation under TWO BID SYSTEMS from the Manufacturers/Reputed Distributors /Dealers for the supply of 1,500 Nos. of Hand Sprayers.

The tender forms and other details can be had from the above address on all the working days from 10.00 A.M. to 03.00 P.M. (excluding Saturdays, Sundays and other Government holidays). A separate Technical Bid and a Price Bid should be submitted under separate sealed cover(s) as per the conditions/procedures laid down in the tender document. Cost of the tender document is Rs.2100/- (Rupees Two thousand and one hundred only) inclusive of VAT 5%.

Issuance of Tender Form	:	<b>From 19/01/2017 to 03/02/2017</b> (10.00 A.M. to 3.00 P.M (Except Saturday, Sunday and Government Holidays)
Last Date for the receipt of Tender	:	TNWC, Head Office No.82, Anna Salai, Guindy, Chennai- 600 032. Upto 3.00 p.m. on <b>06/02/2017</b>
Tenders (Technical Bid) Opening	:	TNWC, Head Office No.82, Anna Salai, Guindy Chennai – 600 032. at 3.30 p.m. on <b>06/02/2017</b>
Earnest Money Deposit	:	Demand Draft for Rs.24,000/- (Rupees Twenty Four Thousand only)

**MANAGING DIRECTOR**

SIGNATURE OF TENDERER WITH SEAL

Tender invited for supply of 1500 Nos. of Hand Sprayer

**The Technical Bid and Price Bid shall be submitted as prescribed under detailed in Tender Notice**

**I. PART A – TECHNICAL BID**

**I. TECHNICAL SPECIFICATIONS FOR HAND SPRAYER**

**1. General**

The hand sprayer shall be Injection Molded with Knapsack sprayer.

**2. SCOPE OF SUPPLY:**

- i) Hand Sprayer with Injection Molded Tank and Knapsack Sprayer.
- ii) The supplier should comply with ISO certificate.
- iii) The sprayers should be supplied to 7 District Head Quarters of our Corporation in Tamil Nadu.

**3. Technical Specification:**

i)	<b>Tank Capacity</b>	:	<b>15 to 20 Litres</b>
ii)	<b>Weight of the Sprayer</b>	:	<b>Below 5 Kgs</b>
iii)	<b>Pressure Chamber Capacity</b>	:	<b>900 cc</b>
iv)	<b>Agitation</b>	:	<b>Mechanical</b>
v)	<b>Operation</b>	:	<b>Right and Left</b>
vi)	<b>Piston and Ball Valve</b>	:	<b>Double Piston and Double Ball Valve</b>
vii)	<b>Tank Model</b>	:	<b>Injection Moulded</b>
viii)	<b>Sprayer/Blower</b>	:	<b>Knap Sack Model</b>

**II. ELIGIBILITY CRITERIA FOR TAKING PART IN THE TENDER:**

- i. The Tenderer should be a Company/Firm registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm.
  - a. In case the Tenderer is a Registered Company/Firm in India, they should produce the copy of the Certificate of Incorporation.
  - b. In case the Tenderer is a Registered Partnership Company/Firm, they should produce the copy of Registered Partnership Deed.
- ii. Tenderer should have minimum of 5 (five) years of experience in supplying the Hand Sprayers.
- iii. The Tenderer should have an Annual Turn Over not less than 50 Lakhs in the last successive three Audited Financial years. The copies of the Audited Balance

sheets and the Profit and Loss account for the last 3 Financial Years (2013-14, 2014-15 and 2015-16) should be enclosed along with the tender document.

- iv. Tender must be accompanied by a Demand Draft drawn from any Nationalized or Scheduled Bank in favour of **TAMIL NADU WAREHOUSING CORPORATION** payable at **CHENNAI - 600 032** for Rs. 24,000/- (Rupees Twenty Four Thousand only) towards Earnest Money Deposit . Tenders not accompanied with the EMD shall be summarily rejected.
- v. Latest valid VAT/Sales Tax/Works Contract Registration Certificate from the concerned Authorities of the State Government as applicable. Sales Tax clearance certificate for the year 2014-15 and up to 31.12.2015 should be enclosed.
- vi. Tenderers must submit duly signed copies of the above reference document in support of their eligibility of bid. In the event of any document found fabricated/forged /tampered/altered/manipulated during verification, then the EMD of the bidder would be forfeited and the Tenderer would disqualify for future participation in the tenders of Tamil Nadu Warehousing Corporation works for the next 5 (Five) years. The Tenderer should enclose a set of detailed description/specification and basic data of equipments and machinery along with drawings.

### **III. INSTRUCTIONS TO THE TENDERER**

- i) The tender forms may be obtained on payment of Rs.2100/- (Rupees two thousand and one hundred only) inclusive of 5 % VAT by means of Demand Draft in favour of TAMIL NADU WAREHOUSING CORPORATION payable at CHENNAI – 32 and other details can be had at TAMIL NADU WAREHOUSING CORPORATION Head Office at the address given below.

**The Managing Director,  
Tamil Nadu Warehousing Corporation,  
82, Anna Salai, Guindy,  
Chennai – 600 032.**

The Sale of Tender documents will be issued from 19-01-2017 on all working days from 10.00 a.m. to 3.00 p.m. (excluding Saturdays, Sundays and other Government holidays) and will close at 3.00 p.m. on 03-02-2017

- ii) The date, time for the receipt of the sealed Tender duly filled in is up to 3.00 p.m. on 06-02-2017 at Tamil Nadu Warehousing Corporation, No.82, Anna Salai, Guindy, Chennai–32. The Tenders will not be received after 3.00 p.m. on 06-02-2017.
- iii) The tenders will be opened on the same day (i.e. 06-02-2017) at 3.30 p.m. in the presence of the Tenderers or their authorized representatives who choose to be present at the time of opening of Tenders.

- iv) Tender form can be downloaded from the web site [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or [www.tnwc.in](http://www.tnwc.in) and will be legally valid for participating in the Tender inquiry upto its closure date/time. **The cost of the Tender form has to be paid with such downloaded tender form by means of Demand Draft drawn in favour of Tamil Nadu Warehousing Corporation payable at Chennai-32 at the time of submission of tender failing which the Tender will be summarily rejected.**
- v) The intending Tenderers are advised to visit our Head Office before submitting the Tender to know the District Head Quarters in which the Hand Sprayer supply has to be made.
- vi) The Tender form should be submitted in a sealed envelope with a D.D for Rs.2100/- (Cost of Tender – Rs.2000/- + VAT 5 % - Rs.100/-) towards cost of Tender form (in case of down loaded Tender form), EMD and along with all credentials, documents copies of Certificates and information called for, including the first copy of Inviting to tender and instructions to tenders intact. The cover shall be superscribed as **“Tender for Supply of 1500 Nos. Hand Sprayers”** with Tender No., Date which shall be addressed to the Managing Director, Tamil Nadu Warehousing Corporation, 82, Anna Salai, Guindy, Chennai–32 and submitted to the said office within the prescribed time.
- vii) Joint venture not allowed.
- viii) The Tenderers should study the various tender conditions / documents etc. Carefully before submitting their offers. If there is any doubt, they should get clarifications from our Corporation in writing but this shall not be a justification for submission of late tenders or extension of due date of the tender.
- ix) All entries and rates in the tender form must be written in permanent ink or typewritten. Erasures, overwriting or corrections, if any, should be attested under the full signatures of the Tenderer. All rates should be both in figures and words in the tender form. In case of any difference, the lower of the two will be taken as the rates quoted.
- x) The Corporation reserves the right to accept or reject any tender or all the tenders without assigning any reason thereof and does not bind itself to accept the lowest or any tender.

**Managing Director,  
Tamil Nadu Warehousing Corporation,  
82, Anna Salai, Guindy,  
Chennai – 600 032.**

#### **IV. GENERAL TERMS AND CONDITIONS/GENERAL WORK CONDITIONS**

The Tamil Nadu Warehousing Corporation is governed under the Warehousing Corporations Act, 1962 and the Tamil Nadu Warehousing Corporation General and Staff Regulations, 1965 and the definitions and interpretations of the 'words and expressions' in this tender document with all its enclosures shall have the meaning thereby assigned to them in the relevant Act/Rules unless the contract ascribes a different meaning.

##### **1) General:**

- a) The Tenderers are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Tenderer's risk and may result in the rejection of Tender. There will be no relaxation of the conditions on submission of the documentary proof by any Tenderer.
- b) It will be imperative for each Tenderer(s) to familiarize himself / themselves with the legal requirements for participation in the tender.
- c) It will be the responsibility of the Tenderer that all factors have been investigated and considered while submitting the Tender and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TAMIL NADU WAREHOUSING CORPORATION.
- d) The Hand Sprayer to be guaranteed for a period of One year from the date of supply. During the guarantee period, if any problem arises it should be rectified and replaced with free of charge.
- e) The Tenderer shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Tender for the contract and price quoted in the Tender to cover all obligations under this Tender.
- f) 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 Tenderer will be permitted throughout the period of Agreement or throughout the period of completion of supply whichever is later on account of any reasons whatsoever.
- g) The Tenderer should be fully and completely responsible to The Tamil Nadu Warehousing Corporation and the Government of Tamil Nadu for all the deliverables.

## **2) Clarifications in the Tender:-**

- a) A prospective Tenderer requiring any clarification in the Tender may notify the TAMIL NADU WAREHOUSING CORPORATION by letter to the Managing Director, Tamil Nadu Warehousing Corporation, 82, Anna Salai, Guindy, Chennai – 32.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.
- c) Before closing of the Tender, clarifications and amendments, if any will be notified in the websites mentioned in the Tender Schedule if the Corporation fits it to do so. The Tenderers should periodically check for the amendments or corrigendum or information in the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.tnwc.in](http://www.tnwc.in) till the closing date of this Tender. The TAMIL NADU WAREHOUSING CORPORATION will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Tenderers.
- d) No clarifications would be offered by The TAMIL NADU WAREHOUSING CORPORATION within 48 hours prior to the due date and time for opening of the Tender.
- e) The TAMIL NADU WAREHOUSING CORPORATION at its discretion may or may not extend the due date and time for the submission of Tender.

## **3) Contacting Tender Inviting Authority:**

Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Committee, Tender Accepting Authority before or after the opening of the Tender and prior to the notification of the Award and any attempt by any Tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Tenderer.

Notwithstanding anything mentioned above, the Tender Inviting Authority/Tender Committee/Tender Accepting Authority may seek bona fide clarifications from Tenderers relating to the tenders submitted by them during the evaluation of tenders.

## **4) Receiving and submission of Tender document:**

- a) The application for obtaining Tender document shall be made to:

**The Managing Director,  
Tamil Nadu Warehousing Corporation,  
82, Anna Salai, Guindy,  
Chennai - 600 032.**

The Tender Accepting Authority does not accept responsibility either for delays in receipt of the Bank draft or any delay experienced by the applicant in receiving the documents including loss of document in transit. Extension of the date and time for

receipt of the completed documents will not be made on account of any such delays. The Tender document can be obtained from the above address from 19.01.2017 on all working days from 10.00 a.m. to 03.00 p.m. (excluding Saturdays, Sundays and other Government holidays) and will close on 03.02.2017 at 3.00 p.m.

b) The Tender document is not transferable under any circumstances.

**5) Preparation Of Tender:**

- a) The Tenderer is particularly requested to check all specifications shown in the Tender document and obtain his own information on all matters which may in any way affect this Tender as no claim for extras for any alleged ignorance in respect there of shall be entertained.
- b) Tenderers are required to price for the supply of Hand Sprayer in the schedule prices and fill in all blanks legibly and properly.
- c) Tender documents duly filled in with corrections/over writings without attestation, shall not be entertained.
- d) In the supply of Hand Sprayers all taxes, duties, entry tax and any other taxes and duties and levies, if any shall be included in the prices with breakup details. No extra amount will be considered.
- e) In the supply of Hand Sprayers and installation, the quoted price shall be inclusive of all charges like on packing, forwarding, freight, insurance, loading, unloading, storage, movement at site and any other charges towards that work, etc., and complete in all respects. (i.e.) F.O.R. Destination anywhere in Tamil Nadu in different locations of the State.
- f) The Tenderer shall fill up and sign the letter of tender all other schedules etc, which are included in the Tender document.
- g) Tenderer shall submit their Tenders in accordance with the specifications of the Tender document only. Alternatives will not be considered.
- h) The schedule of price shall be firm and fixed during the entire currency of the contract and completion of all contractual obligations. Any extension in time granted by Tender Accepting Authority to the completion schedule shall be subject to the condition and there will be no additional financial implication to TAMIL NADU WAREHOUSING CORPORATION.



- i) The Tenderer shall enclose the required credentials / documents as called for in the Tender in order by assigning the **page No.** and fill in the check list properly with **page No.** against the credentials/documents concerned. If the check list and other details are not properly furnished in the Tender will be considered as nonresponsive and rejected.

#### **6) Signing of the Tender:**

- a) The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the Tender where entries or amendments have been made shall be signed by the person or persons signing the Tender with seal.
- b) The Tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the Tender document. This certification shall be from the Managing Director or the person authorized by the Managing Director of the firm.
- c) The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Managing Director, TAMIL NADU WAREHOUSING CORPORATION or as necessary to correct errors made by the Tenderer.
- d) All the pages in the Tender document should be signed by the Tenderer with seal.

#### **7) Tender Validity:**

- a) Tenders shall remain valid for a period of 90 (Ninety) days from the last date of Tender.
- b) In exceptional circumstances the Tender Accepting Authority shall have option to extend the period of validity of the Tender for a further period of 30 days, the Tenderer shall agree to extend the validity of bid without altering the substance and the price of their bid for further period.

#### **8) Procedure For Submission Of Tender:**

- a) The Tender cover shall be superscribed as follows:

The Tender shall be sealed using Sealing Tape / Wax with the authorized Seal of the Company embossed on the seal. Tender Cover should be superscribed as **“Tender for Supply of 1,500 Nos. of Hand Sprayers”**.

- b) Technical Bid not accompanied with the Earnest Money Deposit will be rejected as Non – Responsive Tender. Tenders shall be offered only in the prescribed forms in “ENGLISH” only.

c) **Submission of Technical Bid and Price Bid:**

i) **Technical Bid and Price Bid must be submitted separately. These envelopes (called as inner envelopes) shall then be put inside one outer envelope duly sealed. The inner and outer envelopes shall be addressed to:**

The Managing Director,  
Tamil Nadu Warehousing Corporation,  
No.82, Anna Salai, Guindy,  
Chennai – 600 032.

ii) The Outer cover and Inner covers containing the Technical and Price bid must be super scribed as mentioned below:-



Outer Cover:

- a. Technical Bid and Price Bid
- b. Name of the Supplier



Inner Cover (Technical Bid):

- a. Technical Bid – Part A
- b. Name of the Supplier



Inner Cover (Price Bid):

- a. Price Bid – Part B
- b. Name of Supplier

- ii) If the cover is not sealed and superscripted as instructed, responsibility will be assumed for misplacement of tender or premature opening of the envelope or Parcel.
- iii) The Tender shall be submitted exactly as per the procedures and requirements stipulated. The Tender box will be kept at **Tamil Nadu Warehousing Corporation, No. 82, Anna Salai, Guindy, Chennai- 600 032** or it can be **sent either by post or Courier; however, the Corporation will not be responsible for any loss in transit or delay.**
- iv) The Tender must be submitted so as to be received within the stipulated date and time.
- v) Tender submitted by email, telex, cable or fax will not be accepted.

**9) Documents to be submitted along with the Tender:**

- a) The Tender and copy of the same should be submitted separately. Each cover shall carry the name and address of the Tenderer, prominently.

b) **The “Tender cover” shall contain the following records as per the sequence indicated below.**

- i. Covering letter and check list with properly fill in.
- ii. Evidence for Previous Supply made to Government organizations.
- iii. Evidence for Financial Standing with copy of annual audited statements for 2012-13, 2013-14 and 2014-15.
- iv. Income Tax Returns for the Financial Year 2012-13, 2013-14 and 2014-15.
- v. The EMD in the form of Demand Draft/Banker’s Cheque in original.
- vi. Declaration by the Tenderer that their Tender is without any technical and commercial deviations in the format of the letter enclosed with the Tender.
- vii. Certified Power of Attorney authorizing a representative[s] of the firm to sign the Tender and all subsequent communications.
- viii. VAT / Sales Tax verification certificate for the period 2013-14 from the Commercial Tax Department, Government of Tamil Nadu.
- ix. The identical copy of the Tender document with all pages duly signed by the authorized signatory of the Tenderer and sealed with the company seal. The document copy shall be submitted as it is (with signature and seal). The Technical and Price bid should be submitted in a separate covers. The main cover superscribed with i.e., **“Tender for Supply of 1500 Nos. Hand Sprayers”**
- x. Copy of the Service Tax Registration Certificate.
- xi. In case the Tenderer is the registered company in India, produce the copy of certificate of incorporation
- xii. In case the Tenderer is the registered Partnership Firm, produce the copy of Registered Partnership Deed.
- xiii. Furnish Profile of the Tenderer.
- xiv. Declaration.

**10) Earnest Money Deposit (Tender Security or Tender Bond):**

- a) Tender must be accompanied by a Demand Draft/Bankers’ Cheque drawn from any Nationalized or Scheduled Bank in favour of **TAMIL NADU WAREHOUSING CORPORATION** payable at **CHENNAI - 600 032** for Rs.24,000/- (Rupees Twenty Four Thousand only) towards Earnest Money Deposit. The Demand Draft/Banker’s Cheque should be accompanied with the Technical Bid without fail.

- b) The TAMIL NADU WAREHOUSING CORPORATION will arrange to refund the Earnest Money Deposit (EMD) to unsuccessful Tenderer within a reasonable time without interest.

**11) The EMD amount may be forfeited if:**

- a) The Tenderer withdraws their Tender after the Tender cover opening.
- b) In the case of a successful Tenderer, if fails to furnish the required security deposit or sign the agreement, within the stipulated time limit.

**12) Late Tender:**

Any Tender received by the Managing Director, TAMIL NADU WAREHOUSING CORPORATION after the due date and time of this Tender document will not be accepted.

**13) Tender Opening:**

- a) **The authorized representatives of the Tender Accepting Authority will open the Tender in the presence of the Tenderers or their authorised representatives at 3.30 p.m. on 06-02-2017 at Tamil Nadu Warehousing Corporation, No.82, Anna Salai, Guindy, Chennai-32 in the presence of all the Tenderers present at the time of opening.** In the event of the specified date of Tender opening being declared a holiday, the Tenders will be opened at the same time on the next working day. The main cover and the technical bid will be opened on the due date. After evaluating the qualification of Tenderer, the eligible Tenderers will be informed for the opening of the price bid.
- b) During the **Initial Scrutiny** of Tender, if it is found that the tender is not conforming to the Tender conditions (in terms of documents prescribed), that Tender will be rejected.
- c) On opening the "Tender cover", the details as per the checklist of each Tenderer will be read out and no other details will be disclosed.

**14) Procedures for Tender Evaluation:**

- a) After opening the Tenders, the Tender Accepting Authority will determine whether the Tenderer has fulfilled all the conditions as stipulated in this Tender document through an **Initial Scrutiny**.
- b) Initial Tender scrutiny will be conducted and incomplete details as given below will be treated as non-responsive. If Tenders are;
- i. not submitted as specified in the Tender
  - ii. received without the Letter of Authorization
  - iii. received without EMD amount

- iv. with incomplete information, subjective, conditional offers.
  - v. submitted without supportive documents as per the Eligibility criteria and Evaluation criteria
  - vi. non-compliance of any of the clauses stipulated in the Tender
  - vii. lesser validity period
  - viii. Incomplete Tender Documents.
  - ix. not properly filled in the check list
- c) All responsive Tenders will be considered for further evaluation. The decision of TAMIL NADU WAREHOUSING CORPORATION will be final in this regard.
- d) The Tender Accepting Authority will then proceed with the evaluation of those Tenders which have not been rejected as above.
- e) Before proceeding with the detailed evaluation, the Tender Accepting Authority will satisfy as to whether the Initial Scrutiny was fair and transparent.
- f) The "**Tender Committee**" shall furnish the Tender Accepting Authority, a detailed tabulation containing each and every fulfilment of the Tender conditions and finally arrive at whether the Tender submitted fulfils all the Tender conditions. The relevant page no. of the Tenderer in which the Tender conditions are fulfilled shall also be mentioned in the tabulation. Non-fulfilment of any one or many of the Tender conditions would make the Tender to be a non-responsive one as per the guidelines issued in the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000. Only those Tenders which fulfil all the Tender conditions and found to be responsive will be processed further for price Tender.
- g) To assist the examination, evaluation and comparison of Tenders, the Tender Accepting Authority may at its discretion, ask any Tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax or by e-mail but no change in the substance of the Tender shall be sought, offered, or permitted.
- h) If a Tender fails to be responsive, it will be rejected by the Tender Accepting Authority and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

### **15) Price Evaluation:**

The Price Evaluation of manufacturers shall include all Value Added Tax (VAT) and any other taxes, Warranty Cost as part of the price as detailed below:

- In evaluation, if the price of Hand Sprayer is subject to excise duty, the price shall be determined inclusive of such excise duty.
- In respect of VAT, where all the Tenderers are from or outside the State of Tamil Nadu, the VAT will be included in the price Tender evaluation.
- The total cost excluding applicable Local Taxes and including all other taxes and charges as per the guidelines stated above will be taken for Price Tender evaluation.
- The Tenderer who quotes the lowest cost for supplying of 1500 Nos. Hand Sprayers will be called as “L1” Tenderer.

### **16) Negotiations:**

Negotiations will be conducted, if deemed fit, only with “L1” Successful Tenderer for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

### **17) TAMIL NADU WAREHOUSING CORPORATION reserves the right to:**

- a) Negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of prices.
- b) Insist on quality / specification of materials to be supplied.
- c) Change the list of areas of supply locations from time to time based upon the requirement of the Work.
- d) If performance of the Tenderer is not as per the Schedule, then the TAMIL NADU WAREHOUSING CORPORATION reserves the right to cancel or terminate the contract and retender will be called for. The increase in cost due to retender and the cost of completion of work will be recovered from the defaulter’s Security Deposit amount.
- e) The TAMIL NADU WAREHOUSING CORPORATION reserves its right to withhold 10% of the value of contract amount for any deficiency in the execution and the service aspect during the validity of the contract.

### **18) Acceptance of Tender and Withdrawals:**

The final acceptance of the tender is entirely vested with the TAMIL NADU WAREHOUSING CORPORATION 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 the TAMILNADU WAREHOUSING CORPORATION, the Successful Tenderer shall have no right to withdraw their tender or claim higher price.

#### **19) Payment of Security Deposit (SD):**

The successful Tenderer will be required to remit the Security Deposit (SD) equivalent to **5 (five) %** of the value of the supply order, inclusive of EMD. **The Security Deposit shall be paid within 15 days from the date of issue Letter of Acceptance (LOA) by the TAMIL NADU WAREHOUSING CORPORATION.** This deposit should be in the form of Demand Draft/Bankers Cheque drawn in favour of "TAMIL NADU WAREHOUSING CORPORATION" payable at CHENNAI – 32. The Security Deposit furnished by the Successful Tenderer in respect of the tender will be returned to them after successful completion of Warranty period. The Security Deposit held by the TAMIL NADU WAREHOUSING CORPORATION till it is refunded to the Successful Tenderer will not earn any interest thereof. The Security Deposit will be forfeited, if the Successful Tenderer withdraws the Tender during the period of Tender validity specified in the Tender or if the Tenderer fails to sign the contract.

#### **20) Execution of Contract:**

- a) The Successful Tenderer should execute a Contract in the INR 100/- non-judicial Seal Paper in the name of the Tenderer **within 10 days from the date of Letter of Acceptance issued by the TAMIL NADU WAREHOUSING CORPORATION** with such changes/modifications as may be indicated by the TAMIL NADU WAREHOUSING CORPORATION at the time of execution on receipt of confirmation from TAMIL NADU WAREHOUSING CORPORATION.
- b) The Successful Tenderer 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 the TAMIL NADU WAREHOUSING CORPORATION. This Corporation reserves its right to cancel the Work order either in part or full, if this condition is violated.
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the TAMIL NADU WAREHOUSING CORPORATION and this corporation also have the right to recover any consequential losses from the Successful Tenderer.

SIGNATURE OF TENDERER WITH SEAL

**21) Issuance of Work Order:**

After execution of the Contract and payment of Security Deposit, “**Firm Supply Order**” for the supply of Hand Sprayers will be issued to the Successful Tenderer by the TAMIL NADU WAREHOUSING CORPORATION.

The Contractor shall supply the Hand Sprayers in strict accordance with the contract to the satisfaction of the Tamil Nadu Warehousing Corporation and shall comply with and adhere strictly to the instructions and directions on matters (whether mentioned in the contract or not) touching or concerning the work.

Same as specifically provided elsewhere in the conditions of the contract, the contract price shall not be adjusted in respect of any increase or decrease of spare parts of the Sprayers or variation in the cost of any other matter of whatsoever nature, subsequent to the date of tender.

**22) Refund of EMD:**

The EMD amount paid by the Successful Tenderer will be adjusted towards the Security Deposit payable by them. If the Successful Tenderer submits Security Deposit for the stipulated value in full, the EMD will be refunded. The EMD amount of the Unsuccessful Tenderer will be refunded without interest.

**23) Release of SD:**

The Security Deposit will be refunded without interest to the Successful Tenderer on completion of supply to the satisfaction of the TAMIL NADU WAREHOUSING CORPORATION. Such completion would be arrived at as per the Contract Agreement and as per Supply Order issued by the TAMIL NADU WAREHOUSING CORPORATION from time to time and also after completion of the Warranty period of 1 (One) year.

**24) Forfeiture of EMD and SD:**

- a) If the Successful Tenderer fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD and SD will be forfeited to the TAMIL NADU WAREHOUSING CORPORATION.
- b) If the Successful Tenderer fails to remit the SD, the EMD remitted by him will be forfeited to the TAMIL NADU WAREHOUSING CORPORATION and the tender will be held void.

**25) Termination of Contract:****I. Termination for default:**

- a) The TAMIL NADU WAREHOUSING CORPORATION 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 Tenderer, terminate the contract in whole or part,



- if the Successful Tenderer fails to deliver any or all of the goods 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 the TAMIL NADU WAREHOUSING CORPORATION;  
OR
  - if the Successful Tenderer fails to perform any of the obligation(s) under the contract;  
OR
  - if the Successful Tenderer, in the judgement of the TAMILNADU WAREHOUSING CORPORATION, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event the TAMIL NADU WAREHOUSING CORPORATION terminates the Contract in whole or in part, the TAMIL NADU WAREHOUSING CORPORATION may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Tenderer shall be liable to the TAMIL NADU WAREHOUSING CORPORATION for any additional costs for such similar goods. However, the Successful Tenderer shall continue the performance of the contract to the extent not terminated.

## **II. Termination for Insolvency:**

The TAMIL NADU WAREHOUSING CORPORATION may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the TAMIL NADU WAREHOUSING CORPORATION.

## **III. Termination for Convenience:**

The TAMIL NADU WAREHOUSING CORPORATION may at any time terminate by written notice, with a notice period of seven days sent to the Successful Tenderer, and 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 the TAMILNADU WAREHOUSING Corporation's 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 Tenderer is not entitled to any compensation whatsoever.

## **26) Execution of Work Order:**

The Successful Tenderer should nominate and intimate to the TAMILNADU WAREHOUSING CORPORATION, an Official as the Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions.

**27) Penalty for Non-Fulfilment of Tender:**

Penalty will be levied at the rate to be fixed by the TAMIL NADU WAREHOUSING CORPORATION in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

**28) The Compensation / liquidated damages for delay :**

If the Contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Tamil Nadu Warehousing Corporation on demand, without prejudice to other rights and remedies the Corporation may have against the contractor, a sum equivalent to 1% (one percent) of contract value for every weeks delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% (five percent) of the contract value of the supply. The compensation will be determined by the competent authority. But the decision of the competent authority shall be final and finding on the contractor.

**29) Other Conditions:**

- a) The final decision would be based on the technical capacity and pricing of the Tenderer. The TAMIL NADU WAREHOUSING CORPORATION does not bind itself in selecting the Tenderer offering lowest prices.
- b) The TAMIL NADU WAREHOUSING CORPORATION reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason there for.
- c) The contractor shall bear all such expenses and charges for special or temporary way leaves required by them in connection with access to the site. The contractor shall also provide at their own cost any additional accommodation outside the site required by them for the purpose of the work.
- d) The contractor shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities. The contractor shall give all notices required by the said Acts or laws, etc. and pay all fees payable to such authorities and allow for those contingencies in their tender rates including fees for encroachments, cost of restorations, etc. and all other fees payable to the local authorities
- e) The contractor shall keep the Corporation indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Bye-laws in force at the site.
- f) The contract and its operation shall be governed by the laws of India for the time being in force.

- g) During the period of Warranty, in case of major defects which cause complete in operative of machine is not attended to and rectified within a period of 3 (three) days from the date of receipt of intimation by the firm or its branch office, the compensation for such private repair got done by the concerned Regional Offices beyond three days shall be made by the contractor. The said amount will be adjusted from the amount due/withheld under the terms of payment under this contract if not remitted by the contractor.

**30) Arbitration and Jurisdiction:**

- a) In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of TAMIL NADU WAREHOUSING CORPORATION in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai and the language English only.
- b) Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

**31) Delivery:**

- a) The Tenderer should intimate the exact date of receipt of order and the probable date of supply of the Hand Sprayer by post / fax / e-mail to the indenting officer.
- b) The Tenderer should deliver the Hand Sprayers to destinations in Tamil Nadu as per the despatch instructions of the Work order immediately or within 15 days time including the date of receipt of work order

**32) Payment and Mode of Payment:**

Ninety percent (90%) Payment shall be made to the firm through Account Payee cheque on completion of the Supply of 1500 Nos. Hand Sprayers by observing the other usual procedures in vogue. The rest of 10% payment will be paid only at the end of Warranty period of One year on production of the following documents:

- i. Evidence of Receipted challan (original copy of challan) duly certified by the concerned Regional Managers towards receipt of Hand Sprayers at site.
- ii. Signed bill / invoice in duplicate.
- iii. Proof of payment of Excise duty / Service Tax to the authority concerned.

**33) Clarifications by the TAMIL NADU WAREHOUSING CORPORATION:**

When deemed necessary, the TAMIL NADU WAREHOUSING CORPORATION may seek bonafide clarifications on any aspect from the Tenderer. However, that would

not entitle the Tenderer to change or cause any change in the substance of the Tender or price quoted. During the course of Tender evaluation, the TAMIL NADU WAREHOUSING CORPORATION may seek additional information or historical documents for verification to facilitate decision making. In case the Tenderer failed to comply with the requirements of the TAMILNADU WAREHOUSING CORPORATION as stated above, such Tenders may at the discretion of the TAMILNADU WAREHOUSING CORPORATION, shall be rejected as non-responsive.

**34) Suppression of facts and misleading information:**

During the Tender evaluation, if any suppression or misrepresentation of fact is brought to the notice of the TAMIL NADU WAREHOUSING CORPORATION, it shall have the right to reject the Tender and if after selection, it would terminate the contract, as the case may be, will be without any compensation to the Tenderer and the EMD / SD, as the case may be, shall be forfeited. Tenderers should note that any figures in the proof documents submitted by the Tenderers for proving their eligibility is found suppressed or erased, the TAMIL NADU WAREHOUSING CORPORATION shall have the right to seek the correct facts and figures or reject such Tenders. It is up to the Tenderers to submit the full copies of the proof documents to meet out the criteria. Otherwise, the TAMIL NADU WAREHOUSING CORPORATION at its discretion may or may not consider such documents. The Tender calls for full copies of documents to prove the Tenderer's experience and capacity to undertake the project.

### **Model Form of Contract**

(To be executed in INR 100/- Non-Judicial Seal Paper bought in Tamil Nadu by the Successful Tenderer for the supply of 1500 Nos. Hand Sprayers)

This CONTRACT is entered into at Chennai on the..... day of ..... 2017 between the TAMIL NADU WAREHOUSING CORPORATION, a Government of Tamil Nadu Sponsored Undertaking and having its Registered office TAMIL NADU WAREHOUSING CORPORATION, 82, Anna Salai, Guindy, Chennai - 32 herein after referred to as "TAMIL NADU WAREHOUSING CORPORATION" (which term shall mean and include its Successors and permitted assigns) herein after referred to as Tenderer (s) and ..... a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ..... herein after referred to as the "Successful Tenderer" (which term shall mean and include its Successors and permitted assigns) Whereas, the TAMIL NADU WAREHOUSING CORPORATION had floated a Tender vide Tender No.3222/2016/I&T for the supply of 1600 Nos. Hand Sprayers and the Successful Tenderer has been selected as one of the Tenderer in the Tender and the TAMIL NADU WAREHOUSING CORPORATION as per the following terms and conditions:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 4 (four) months. But in the event of any breach of agreement at any time on the part of the Successful Tenderer, the contract shall be determinable by the TAMIL NADU WAREHOUSING CORPORATION without compensation to the Successful Tenderer. The contract may also be put to an end at any time by the TAMIL NADU WAREHOUSING CORPORATION upon giving seven days notice to the Successful Tenderer.
2. The Successful Tenderer agrees to supply 1500 Nos. Hand Sprayers the Bill of Material detailed in the TAMIL NADU WAREHOUSING CORPORATION Tender after carrying out successfully all tests prescribed by the Tenderer at the unit price including Taxes as enclosed in Annexure to this Agreement before the specified date. The price offered is firm and is not subject to enhancement on any ground.
3. The ordered Hand Sprayers should be delivered 15 days from the date of receipt of Work Order.
4. The price of the ordered Hand Sprayers as per the Tender includes transportation, all taxes, excise duty, Surcharges, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable from time to time by the Government.

5. The Hand Sprayers to be supplied under this contract are to be of the quality and of the sort mentioned in the TAMIL NADU WAREHOUSING CORPORATION Tender document.
  6. The Hand Sprayers are to be delivered on F.O.R destination indicated by the TNWC/ Tenderer without any extra cost in such quantities or numbers contained in the Work order to be issued by the TNWC from time to time. Any amendments to the orders in terms of quantities or delivery period etc. may be incorporated on a mutually agreed basis. The delivery of goods to the destination is the responsibility of the Successful Tenderer only.
  7. Any replacement necessitated, as part of the warranty commitments shall be carried out by the Successful Tenderer and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Tenderer within a reasonable time.
  8. If the supply of the Ordered Hand Sprayers are not effected as specified in the Work order, the TAMIL NADU WAREHOUSING CORPORATION shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.
  9. In case of failure by the Successful Tenderer to deliver the Hand Sprayers, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, the TAMIL NADU WAREHOUSING CORPORATION or anyone duly authorized by the TAMIL NADU WAREHOUSING CORPORATION shall have the power to reject any such goods or materials and to Work from others instead of any goods or materials so rejected or not delivered. Unless the successful Tenderer shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Tenderer over the contract price together with all charges and expenses attending the Work shall be recoverable by the TAMIL NADU WAREHOUSING CORPORATION from the Successful Tenderer.
10. OTHER TERMS:
- a. The contract or any part share of interest in it is not be transferred or assigned by the successful Tenderer directly or indirectly to any person or persons whomsoever without the written consent of the Tenderer(s).
  - b. Penalty amount if any will be adjusted in any payment due to the Tenderer.
  - c. Neither the TAMIL NADU WAREHOUSING CORPORATION nor the Successful Tenderer 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
    - i. Natural phenomena including but not limited to earthquakes, floods and epidemics.

- ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
  - iii. Accidents or disruptions including, but not limited to fire, explosions, break down of essential machinery or equipment, power and water shortages.
11. The following document shall be deemed to form and be read and construed as part of this Contract.
- a. Tender Terms and Conditions
  - b. Amendments, if any, issued by the TAMIL NADU WAREHOUSING CORPORATION for the Tender document
  - c. Corrigendum / Clarifications if any issued by the TAMIL NADU WAREHOUSING CORPORATION for the Tender Document
  - d. Detailed final offer of the Successful Tenderer
  - e. Work Order issued by the TAMIL NADU WAREHOUSING CORPORATION from time to time
  - f. Correspondence made by the TAMIL NADU WAREHOUSING CORPORATION to the Successful Tenderer from time to time during the period of the contract. Wherever the offer conditions furnished by the Successful Tenderer are at variance with conditions of this contract or conditions stipulated in the Work order, the latter shall prevail over the offer conditions furnished by the Successful Tenderer.
12. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Tenderer at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

**SIGNATURE OF THE TENDERER  
(NAME AND SEAL)**

**WITNESS: (With full Name and Address with Mobile No.**

1.

2.

SIGNATURE OF TENDERER WITH SEAL

## APPENDIX-I

### TECHNICAL DATA

1. Tenderer shall confirm/ provide all information requested in the schedule the items requiring description shall not be limited by the list as follows. Tenderers shall include all pertinent items.

**2. Technical details : To be filled in by the Tenderer**

**i) Injection Moulded or not : .....**

**ii) Whether Knapsack Sprayer : .....**

**iii) Tank Capacity : .....**

**iv) Weight of the Sprayer : .....**

**v) Pressure chamber capacity : .....**

**vi) Piston and Valve : .....**

**vii) Agitation : .....**

**viii) Operation : .....**



**APPENDIX-II****SUPPLY OF 1500 Nos. Hand Sprayers  
(To be submitted along with the Tender)****Letter of Undertaking**

To  
The Managing Director,  
TAMIL NADU WAREHOUSING CORPORATION  
82, Anna Salai, Guindy,  
Chennai – 600 032.

Sir,

Sub: Undertaking for participating in the TAMIL NADU WAREHOUSING CORPORATION's Procurement Tender – Reg.

\*\*\*\*

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Tender)

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 refurbish components are used in the manufacturing and supply of Hand Sprayers

(Contd.,)

In case of violation of any of the conditions above, I/We----- understand that I/We ----- are liable to be blacklisted by the TAMIL NADU WAREHOUSING CORPORATION for a period of five years.

**Yours faithfully**

**Name, Signature  
Designation and Seal**

**Date :**  
**Place :**

**WITNESS SIGNATURE: (with Name, Address, Occupation and Date of witness)**

- 1)
- 2)

**Note:**

- 1) This undertaking shall be furnished in the company's letter head as per format given above.
- 2) If the bidding firm has been blacklisted by any State Government/Central Government/ Public Sector Undertakings earlier, then the details should be provided.

**APPENDIX-III****FINANCIAL CAPACITY**

- 1.Name of the firm :
- 2.Address of the Registered Office :
- 3.Address of the Office for Communication :
- 4.Net worth of the Firm (Rupees) :
1. Annual Turnover (Rupees) for
- |           |   |
|-----------|---|
| 2013-2014 | : |
| 2014-2015 | : |
| 2015-2016 | : |
2. Average Annual Turnover for the above three years :
3. Furnish name, address, telephone No., Fax No. and contact person of your bankers in a separate list attached to this appendix :
4. Furnish name, address, telephone No., Fax No. and contact person of your Insurance Company in a separate list attached to this appendix :

I hereby authorize the Managing Director, TAMIL NADU WAREHOUSING CORPORATION and its consultants /Representatives to seek information as required from our Bankers and Insurers.

**Signature of person[s] authorized:**

**Date:**

**Name and**

**Designation: Attachments to be submitted along with this Appendix:**

Audited annual reports for the three (3) preceding financial years i.e. 2013-2014, 2014-2015 and 2015-2016.

**APPENDIX- IV****CHECK LIST**

*(Please tick yes / No as the case may be, for each item below)*

**Tender for supply of Hand Sprayers**

- |  |        |       |
|--|--------|-------|
| i) Covering Letter   | Yes/No | ..... |
| ii) Certificate as per Appendix-II   | Yes/No | ..... |
| iii) Evidence of Technical Experience  | Yes/No | ..... |
| iv) Evidence of Financial Standing as per Appendix-III with copy of Audited annual statement for 2013-2014, 2014-2015 and 2015-2016  | Yes/No | ..... |
| v) Income Tax Returns for the F.Y 2012- 13, 2013-14 and 2014-15.   | Yes/No | ..... |
| vi) Cost of Tender Document with VAT, DD No. & Date  | Yes/No | ..... |
| vii) The Earnest Money Deposit [Demand Draft] in original.   | Yes/No | ..... |
| viii) Letter of Tender as per Appendix-V   | Yes/No | ..... |
| ix) Declaration by the Tenderer that his Tender is without any Technical and Commercial deviations in the format of the letter enclosed with the Tender as per Appendix-VIII | Yes/No | ..... |
| x) Certified Power of Attorney authorizing a representative or representatives of the firm to sign the Tender and all subsequent communications.                             | Yes/No | ..... |
| xi) Documentary evidence of unambiguous fulfilment of eligibility criteria of a reputed Tenderer of Hand Sprayers along with Supplying Certificate                           | Yes/No | ..... |
| xii) VAT / CST/ Sales Tax verification certificate up to the period 2013-2014, 2014-2015 and 2015-16.from the Commercial Tax Department, Government of Tamil Nadu.           | Yes/No | ..... |
| xiii) The Manufacturer should produce the Valid License from the Weights and Measures dept., of Govt. of Tamil Nadu or Govt. of India.                                       | Yes/No | ..... |
| xiii) Schedule of confirmation of Technical Data as per Appendix-I   | Yes/No | ..... |
| iv) In case the Tenderer is the Registered Company in India,   |        |       |

produce the copy of Certificate of Incorporation	Yes/No	.....
xv) In case the Tenderer is the Registered Partnership Firm, produce the copy of Registered Partnership Deed.	Yes/No	.....
xvi) Valid proof of having sufficient local centres in Tamil Nadu	Yes/No	.....
xix) Furnish Profile of the Tenderer as per Appendix-VIII	Yes/No	.....
xx) Declaration as per Appendix-IX	Yes/No	.....
xxi) A set of detailed description of outline on dimensional and cross section drawings of platform, cabin, etc.	Yes/No	.....

**Signature and Name of  
the authorized signatory of the company  
with seal.**

**APPENDIX- V****LETTER OF TENDERER****To**

The Managing Director,  
Tamil Nadu Warehousing Corporation,  
82, Anna Salai, Guindy,  
Chennai-600 032.

**Sir,**

**Sub** : Tender for the supply of 1,500 Nos. Hand Sprayers

We, the undersigned do hereby Tender and undertake to perform, provide, execute all the works, materials, matters and things described or intimated in the various schedules hereto annexed and the specifications thereto (which have been produced to and carefully examined by us) in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the said schedules, specifications at the rates given and as stated in the Tender schedule.

We herewith enclose Demand Draft/Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of the "TAMIL NADU WAREHOUSING CORPORATION" payable at CHENNAI – 32 for Rs.24,000/- (Rupees Twenty Four Thousand only) as a guarantee for the due fulfilment of our Tender [EMD] and if successful undertake and agree to forward to the Managing Director, TAMIL NADU WAREHOUSING CORPORATION in (15) fifteen days after the notification of the acceptance by the Managing Director, TAMIL NADU WAREHOUSING CORPORATION of this Tender has been received by us, the Security Deposit as demanded in the form and manner required as security for the due fulfilment of our Contract.

We, undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non -acceptance as stipulated in the Tender document such period to date from the last date by which Tenders are due to be submitted to the Managing Director, TAMIL NADU WAREHOUSING CORPORATION. If we do so withdraw, we shall forfeit the Earnest Money Deposit to the Managing Director, TAMIL NADU WAREHOUSING CORPORATION.

We further undertake to produce the certificate of VAT verification in original from the Commercial Tax Department and agree to execute at our cost the Agreement in (15) fifteen days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the sum of Rs. \_\_\_\_\_ (Rupees. .... only ) accompanying this Tender shall be forfeited to the Managing Director, TAMIL NADU WAREHOUSING CORPORATION and this concluded Contract shall in such case be considered as having been cancelled or terminated and we agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this.....day of-----2017.

Signature :  
Name & Address :  
Company Seal

SIGNATURE OF TENDERER WITH SEAL

Company Seal :

**APPENDIX- VI****FORM OF LETTER CONFIRMING AGREEMENT WITH TECHNICAL  
AND COMMERCIAL TERMS & CONDITIONS OF THE TENDER.****To**

The Managing Director,  
Tamil Nadu Warehousing Corporation,  
82, Anna Salai, Guindy,  
Chennai-600 032.

**Sir,**

**Sub:** Tender for the supply of 1,500 Nos. of Hand Sprayers.

We have examined the Tender document, the receipt of which is hereby acknowledged.

We have submitted our Tender ref. ....  
dated..... for the supply of 1500 Nos. Hand Sprayers, there for as per the specifications and terms and conditions of the Tender Document.

We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations are observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.

Thanking you and assuring you of our best services always.

Very truly yours,

**Name of the Tenderer**  
**Signature and name of the authorised signatory**  
**Company Seal**

**APPENDIX – VII  
PROFILE OF THE TENDERER**

1. Name of the Company / Tenderer :
2. Year of incorporation :
3. Nature of the Company  
(Registered Company or Partnership  
or Proprietary) :
- 4. Registered office**
  - Postal Address :
  - Office Telephone Number :
  - Fax Number :
- 5. Contact Person**
  - Name :
  - Personal Telephone Number :
  - Email Address & Mobile No :
- 6. Local presence at Tamil Nadu**
  - Telegraphic Address :
  - Office Telephone Number :
  - Fax Number & Mobile No. :
- 7. Contact Person**
  - Name :
  - Personal Telephone Number :
  - Email Address & Mobile No. :
- 8. Registration Details**
  - Permanent Account Number :
  - VAT Registration Number :
  - CST Registration Number :
  - Service Tax Registration Number :
9. Banker's Name & Address :
10. Bank Account Number :
11. ESI Registration No. and  
Remittance details for last 3 years :
12. PF Registration No. and  
Remittance details for last 3 years. :

SIGNATURE OF TENDERER WITH SEAL



## APPENDIX – VIII

### DECLARATION

I/We ..... agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to TAMIL NADU WAREHOUSING CORPORATION should I/We ..... fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TAMIL NADU WAREHOUSING CORPORATION and furnish the Security Deposit as specified in the terms and conditions of the contract.

The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the Hand Sprayers as specified in the tender.

I/We declare that the Tender has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Tender is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the Tender and consequence action.

**Name of the Tenderer**  
**Signature of Authorised**  
**Signatory**  
**Designation**

**Place :**  
**Date :**