

### THE STATE TRADING CORPORATION OF INDIA LTD

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

# BRANCH OFFICE: "STC TRADE CENTRE", A-29, THIRU-VI-KA INDUSTRIAL ESTATE, GUINDY, CHENNAI 600 032.

Notice Ref No: STC/TAMPCOL/LT/01/2016-17

Dated: 30<sup>th</sup> December 2016

NOTICE FOR INVITING LIMITED TENDER FROM EMPANELLED SUPPLIERS FOR SUPPLY OF CARDAMOM TO M/S. TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., (TAMPCOL).

M/s.TAMPCOL, Chennai, has invited a limited tender bearing No.3846/B1/Pur/LT/16 dated 23.12.2016 for supply of the following item with quantity mentioned.

S.N	lo.	Name of the Item	(Kgs)
1		ELAKKAI (CARDAMOM)	600

You are requested to quote your competitive rate for supply of above item to M/s. TAMPCOL, mentioned above, on your company letter head through Central Procurement Portal (CPP), inclusive of VAT/CST wherever applicable (as per the ANNEXURE - I), with validity of offer for one month from the date of offer or till the time actual delivery is made to M/s. TAMPCOL whichever is later.

It is to be clearly agreed in your offer that you shall take full responsibility for the quality and quantity variations and claim if any, and agree to settle the same, including replacement, from your side, indemnifying The State Trading Corporation of India Ltd from any such claim.

STC shall have the right to wholly or partly cancel the order in the event of any correspondence received from M/s. TAMPCOL, to this effect.

The successful supplier has to arrange the above supply to M/s. TAMPCOL at their Alathur Factory, Alathur, Thiruporur, Kanchipuram District, Tamil Nadu, directly and the rate offered should be inclusive of loading, unloading, transportation charges and admissible VAT/CST, for delivery at M/s. TAMPCOL.

STC shall add its Trade Margin plus applicable VAT and CST over and above the price quoted by the successful Supplier and offer their final price to M/s. TAMPCOL while participating in the Tender for above supply.

The successful supplier has to raise Invoice on STC on receipt of which STC shall raise the Invoice to M/s. TAMPCOL. Payment to the supplier will be released only on receipt of payment from M/s. TAMPCOL.

The quotation should invariably state that the Tenderer agrees to all the terms and conditions for supply of this tender.

The detailed general terms and condition of TAMPCOL limited tender is enclosed at Annexure-II for reference.

THE LAST DATE FOR RECEIPT OF QUOTATIONS THROUGH CPP IS BEFORE 11:30 HOURS ON 03.01.2017.

## **QUOTATION**

(IN COMPANY LETTER HEAD)

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L Date :	
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The Branch Manager, STC of India Ltd., STC Trade Centre, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 600032

Madam,

SUB: NOTICE FOR INVITING LIMITED TENDER FROM EMPANELLED SUPPLIERS FOR SUPPLY OF CARDAMOM TO M/S. TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., (TAMPCOL).

REF: STC/TAMPCOL/LT/01/2016-17 Dated 30<sup>th</sup> December 2016.

With reference to the above, we hereby submit our best offer for the following item, to be delivered at M/s. TAMPCOL, Alathur Factory, Alathur, Thiruporur.

S.No.	NAME OF THE ITEM	SPECIFICATION	Qty / (kgs)	RATE/KG	VAT	RATE WITH TAX/KG (RS)
1.	ELAKKAI (CARDAMOM)	6 - 7 MM GREEN BOLD	600			

- We will furnish an EMD of 2% value of the above quoted price for STC.
- We will submit on dated cheques for the entire contract value to STC and we will sign a Back to Back contract with STC as per their standard procedure, in case of getting tender orders.
- ➤ We will furnish 2% Security Deposit as required by TAMPCOL on confirmation of orders from STC.
- ➤ The material will be delivered at the delivery point at TAMPCOL, C-29, SIDCO Pharmaceutical Complex, Alathur, Tirupporur-Via, Kancheepuram, District −603 110 and transit insurance will be covered by us.
- Payment can be released by STC to us, after receipt of payment by STC from M/s TAMPCOL.
- The quality and specifications are strictly as per Indian Pharmacopoeia as per the subject tender.
- We will indemnify that the entire responsibility for the quality and quantity variation of the supply will be on us, if received, later after the supply.
- ➤ Validity of offer for one month from the date of offer or till the time actual delivery is made to M/s. TAMPCOL whichever is later.

Further, we agree to all the terms and conditions mentioned in the tender Notice Ref No: <u>STC/TAMPCOL/LT/01/2016-17 Dated 30<sup>th</sup> December 2016</u> and also we have fully gone through the TAMPCOL limited tender general terms and conditions.

Thanking you,

Yours faithfully,

# GENERAL TERMS AND CONDITIONS FOR LIMITED TENDER PRICES AND OTHER CONDITIONS

1)Tenderer shall quote rates for each item including Excise Duty, Transportation, Insurance and any incidental charges but excluding Sales Tax separately on door delivery basis according to the unit asked for. Tender for the materials with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, Clearing, Transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase orders placed with the successful tenderers. However sales tax applicable shall be mentioned in the tender price schedule..

2)Tenders should be type written in the tender schedule only and every correction in the tender should invariably be attested with full signature by the tenderer with the date before submission of the tender to the authority concern, failing which the tender will be ineligible for further consideration. Corrections done with correction fluid should also be duly attested. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Chairman & Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited. The rates quoted should not vary with the quantum of the order or the destination

3) The Schedules should be signed by the tenderer at the bottom of each page with the office seal duly affixed and returned along with the tender.

4)To ensure sustained supply without any interruption the Chairman & Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, reserves the right to split orders for supplying the requirements among more than one tenderer provided that, the rates and other conditions of supply are equal. In case where two or more tenderers quoted the same price, the Chairman & Managing Director, Tampcol-shall split the procurement among such tenderers taking into consideration the experience and credentials of such tenderers.

5) The rates quoted and accepted will be binding on the tenderer for the stipulated period and any increase in the price will not be entertained till the completion of this tender period.

6) In case of tenderers outside the State, 'C' form will be provided by Tampcol to the firm to claim concessional CST as per rules.

7)a) A price preference of fifteen percent for domestic small industrial units and ten percent for the Public Sector undertakings of the Govt. in respect of products and quantities manufactured by them will be allowed.

b) A price preference of five percent for AGMARK grade materials will be allowed with respect to their materials.

8). No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc., committed by the tenderers in the tender forms shall not be considered after opening of the tenders. Conditions such as "SUBJECT TO AVAILABILITY SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected. A tender submitted with an adjustable price will be treated as non-responsive and will be rejected.

9) PACKING: Packing should be able to prevent damage or deterioration during transit.

### 10) SECURITY DEPOSIT:

10.1. The prospective successful tenderers shall be required to pay a Security Deposit of 2% of the value of the tender quantity.

10.2. The Security Deposit should be paid in respect of each contract with in 15 days from the date of receipt of the communication of the award of the tender in the form of Demand Draft drawn in favour of the Chairman & Managing Director, TamilNadu Medicinal Plant Farms and Herbal Medicine Corporation Limited payable at Chennai.
10.3 The Security Deposit will not bear interest.

10.4 The Security Deposit furnished by such tenderer in respect of his tender will be returned to him if there is no damage and upon complete fulfillment of the tender period or the extended period if any to the satisfaction of the Chairman & Managing Director, TamilNadu Medicinal Plant Farms and Herbal Medicine Corporation Limited. The Chairman & Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited reserves to himself the right to reject the tenders or to accept the tenders for the supply of all materials or for any one or more of the materials tendered for in the tender without assigning any reason.

12) (i) If the supply is not made within 20 days period fixed in the Purchase order, Tampcol will impose penalty on the value of the supply if received after the date fixed as follows up to cut of 10 % as the case may be.

1. Delayed from 1st to 5 <sup>th</sup> . Day		1 %
2. Delayed from 6 <sup>th</sup> . to 20 <sup>th</sup> . Day	-	2 %
3. Delayed from 21 <sup>st</sup> . to 35 <sup>th</sup> . Day	+	3 %
4. Delayed from 36 <sup>th</sup> . to 50 <sup>th</sup> . Day	*	5 %
5. Delayed from 51 <sup>st</sup> . Day onwards	4.0	10 %

- ii. Beyond 5 days after the date fixed in the purchase order (i.e. beyond 25 days) the purchase order will be automatically treated as cancelled without further intimation and alternate purchase will be made from L2 or L3 of from other sources and difference of cost will be collected from the L1 supplier. If it is happened to be accepted, it is strictly on need basis only, and liable to impose penalty as above, if alternate purchase is not made.
- 13) It shall be the responsibility of the tenderer for any shortages / damages of goods at the time of receipt in stores.
  Tampcol is not responsible for the excess stock of materials received, for which no order is placed.
- 14).All the supplies of the materials other than Plant & Machinery will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the supply order.
- 15). Materials should be delivered at Tampcol, C-29, SIDCO Pharmaceuitical Complex, Alathur, Kanchipuram District, Tamil Nadu- 603 110.
- 16). The Chairman & Managing Director, Tampcol or representative assure the right to negotiate with the tenderers in a manner considered to be beneficial to the Corporation.
- 17). The tenderers shall not claim for loss of profit / damage due to order quantity being less than the schedule quantity.

#### 18). PAYMENT PROVISIONS:

No advance payments towards costs of materials will be made to the tenderer.

- a) Payment towards the supply of materials will be made within 30 days from the date of receipt of the materials with bills. Provided that all the materials mentioned in the purchase order should be supplied completely.
- b) No claims shall lie against the Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, Chennai in respect of interest on Security Deposit or for late payment of bills due to any reasons.
- 19). DEDUCTION IN PAYMENT: If the supply is received in damaged condition, it shall not be accepted. Short supply will be accepted only after deduction of the proportionate amount on the total value of bill by the Corporation.
  20). QUALITY:
- 20.1) The tenderer should provide Sample in a separate cover at free of cost along with their tender which will be kept as representative samples. Tender not accompanied with samples for items quoted will not be considered for evaluation.
- 20.2) Raw Drugs / materials should be free from foreign materials, substitute, Adulterates, immature materials, infected materials, containing moisture. Samples of Raw Drugs / Materials quoted should be submitted in a separate cover along with the tender at free of cost. This will be ascertain based on the visual examination by the tender scrutiny committee and approved samples will be kept as representatives samples. The tenderer shall ensure that their supplies will conform to the approved samples. Any item found with the above said defects will be summarily rejected. Even then, if necessary, the supply of the materials will be subjected to random quality check in the laboratory for the items for which standard specifications are prescribed in the Ayurvedic Pharmacopoeia on India /BIS/IP. Lab. Testing charges will be deducted from the bills of the suppliers.
- 20.3) If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odor, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such materials or things will be recovered from the tenderer, if

payment had already been made to him. Other wise the tenderer will not be entitled to any payment whatsoever for such materials. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Chairman & Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited., and the tenderer shall be liable for all losses sustained by the Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, in consequence of the termination which may be recovered personally from the tenderer or from his properties, as per rules.

- 21) DISPUTE: If any dispute between the supplier and Tampcol arises in regard to any claim or liability which did not cover by the Terms and conditions of the contract the same shall be referred to an arbitrator to be named and appointed by the Chairman & Managing Director of Tampcol. Any request to refer to an arbitrator to be made by the supplier should be within a period of 6 months after expiry of the supply contract and the arbitrator shall conduct arbitration under the Arbitration & Conciliation Act 1996, the rules framed there under and, subsequent amendments, only and the arbitrator shall pass an award which shall be final conclusive and binding upon the supplier and the Tampcol and the Courts at Chennai.
- 22) The Courts in the city of Chennai alone have the Jurisdiction to entertain any suit or dispute that may arise between the parties.