

Price Rs. 525/-
(Including Sales Tax)
Not transferable

TAMIL NADU STATE MARKETING CORPORATION LIMITED
CMDA TOWER – II, IV FLOOR, GANDHI IRWIN BRIDGE ROAD,
EGMORE, CHENNAI – 600008.

TENDER DOCUMENT

Terms and conditions for the Transport of Indian Made Foreign Spirit (IMFS) and Beer to various retail units situated within 1 K.M. to 150 K.Ms from the Depot situated at DINDIGUL.

1. DUE DATE AND TIME :

Sealed Tenders in triplicate under two Bid system are invited by Tamil Nadu State Marketing Corporation Limited, Chennai from the Transport Contractors.

The Tenders should reach the O/o THE DISTRICT MANAGER Tamil Nadu State Marketing Corporation Limited, TASMAC DEPOT, DINDIGUL before 2.00 P.M. on 23.03.2018 Tenders received after the due date and time will be summarily rejected.

2. ELIGIBILITY FOR PARTICIPATION :

The Transport contractors should have a minimum of Nine Lorry/Mini Lorries/Vans (out of them at least three vehicles should be owned one) and have minimum two years of experience in transport line with a turn over of Rs. 15,00,000/- per annum only need to quote. The documentary evidence for the ownership of the Mini lorries/Vans should be enclosed to the commercial bid.

3. MODE OF DESPATCH :

Tenders (both Commercial and priced bids) should be addressed to the DISTRICT MANAGER Tamil Nadu State Marketing Corporation Limited, DINDIGUL by Designation and should be only in **sealed covers** sent by Registered post with Acknowledgement due or handed over in person. Tenders received in **ordinary covers without seal will be rejected**

4. COMMERCIAL AND PRICED BIDS

Tenders should be sent in 2 separate sealed covers. **Cover "A" should contain Commercial Bid and the cover "B" Priced Bid.** The bids (both Commercial and Priced) which are not submitted in the prescribed format will be summarily rejected. Both the covers should be sent so as to reach this office on or before the due date and time.

COMMERCIAL BID

The Commercial Bid should consist of Application (Appendix – 1), and the Demand Draft towards Earnest Money Deposit.

PRICED BID

The Priced Bid should be in the format prescribed in Appendix – 2.

5. SUPERSCRPTION

Both the covers (cover "A" – Commercial Bid and Cover " B" Priced Bid) should be superscribed as "**Tender for the Transport of IMFS from TASMAL depots to various retail units**". The covers received without such superscription will be rejected summarily.

6. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE.

Each Tender should be accompanied by Earnest Money Deposit of Rs. **50000/- (Rupees Fifty thousand only)** by Demand Draft drawn on any Nationalised Bank payable at DINDIGUL in favour of DISTRICT MANAGER , TASMAL, DINDIGUL Tenders received without the Earnest Money Deposit will summarily be rejected. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part. The Earnest Money Deposit of the unsuccessful Tenderes will be returned after the finalisation of the Tender, at the expenses of the Tenderers, within a reasonable time consistent within the rules and regulations in this behalf. The above Earnest Money Deposit amounts held by the TASMAL, till it is returned to the Tenderes will not earn any interest therefore. Earnest Money Deposit of the successful Tenderer will be adjusted towards Security deposit payable by him.

The cost of tender document is Rs. 525/- (Rupees five hundred twenty five only) (including Sales Tax).

7. OPENING OF TENDER :

The Commercial Bid received **upto 2.00 P.M. on 23.03.2018**. will be opened by the DISTRICT MANAGER, TASMACH, DINDIGUL. or an Officer authorised by him on his behalf on. **23.03.2018 at 03.00 P.M.** at the DISTRICT MANAGER'S Office, of TASMACH DEPOT, DINDIGUL in the presence of such of those Tenderers or their representatives who may be present at the time of opening. The Representatives of the Tendering firms who are attending the opening of the Tenders should bring a letter of Authority, from the tendering firms which they represent to identify their bona-fide.

Priced bids will be opened in the presence of the tenderers short listed after the evaluation of the Commercial bids. Short listing will be done based on the (i) Number of years of experience in transport line (ii) turnover in transport business and (iii) transport already done for Government Departments/Corporations/Boards/Aavin, etc., and (iv) No. of vans/mini lorries owned by them.

8. SECURITY DEPOSIT :

- a. The successful Tenderers will be required to remit **Security Deposit of Rs. 3,00,000/- (Rupees Three Lakhs only)** by means of Demand Draft within two days from the date of receipt of communication intimating them of the acceptance of the Tenders. If the accepted Tenderer fails to remit the Security Deposit within the above said period, **the Earnest money Deposit remitted by him will be forfeited to TASMACH** and his Tender will be held void. The Acceptance Order will be issued after execution of a contract by the successful Tenderer and after the production of Demand Draft for the Security Deposit remittance. (The terms and conditions contained in this tender document will be converted into contract)

- b. The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him on expiry of the contract period subject to the satisfaction of the TASMALC.
- c. If the Tenderer fails to act upto the Tender norms or backs out when his Tender is accepted, his Security Deposit mentioned above will also be forfeited to TASMALC.

9. AGREEMENT:

- a. The successful tenderer should execute an agreement for the fulfillment of the contract in the Stamp Paper within three days from the date of acceptance of the Tender (The terms and conditions contained in this tender documents will be converted into contract)
- b. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.
- c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TASMALC, including the right to recover any consequential losses form the successful Tenderer.
- d. Acceptance order will be released after execution of the above contract by the successful Tenderer and after the production of Demand Draft for the Security Deposit remittance.

10. RESPONSIBILITIES :

- a. The contractor should be in a position to deploy adequate number of Mini lorries/Vans to meet the contractual requirement fully and the Mini lorries/Vans should be used exclusively for this purpose.
- b. The transport contractors are responsible for the quantity and quality of the materials handed over to them for safe delivery from TASMALC Depot Dindigul to various retail units. Transporter should not carry any other item along with TASMALC load i.e. IMFS/Beer.
- c. The contractors are responsible for transporting minimum number of cases per day. In case movement of IMFS and BEER from the TASMALC depot situated at DINDIGUL to various retail units situated

within a radius of 150 Km., the rate of transport should be quoted on per case basis in the format given in Appendix – 2.

- d. Time is the essence of the contract, and the successful contractor is required to make available the Lorry/mini Lorries/Vans between 7 A.M. and 10.00 P.M. every day at the depot DINDIGUL.
- e. The transport work will have to be carried out on all working days of TASMAC.
- f. The transport charges include loading and unloading charges also. Loading and unloading are to be done by the men of transport contractors. TASMAC has no obligation under any circumstances to pay to any loadman for loading and unloading. The Employees provident fund amount is to be paid by the transport contractors for the loadmen for loading and unloading of goods from TASMAC Godown to transport vehicle and from the vehicle to TASMAC Retail Shop.
- g. The contractor should co-ordinate and co-operate with other carriers also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
- h. Damages/breakages and shortages to the goods handed over for transport will be to the account of the Transport Contractors, and the value of damages and breakages will be recovered at MRP rate and the value of shortages will be recovered at double the MRP rates and the same will be recovered from their bills. The Managing Director /Senior Regional Manager, District Manager TASMAC reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
- i. Whenever no separate nominated representatives of the Transport Contractor is available, the Driver of the vehicle will be considered as authorised representative of the Transport Contractor.
- j. No separate shortage/variation certificate will be issued by the Managing Director/Senior Regional Manager,/District Manager, TASMAC as the transport contractor's Representatives/Vehicle's Drivers witness the delivery challans.
- k. The Transport Contractor should strictly adhere to the provisions contained in the Motor Vehicles Act as well as the Tamil Nadu Prohibition Act 1937. While carrying out the contract, any
- l.

damages/losses etc. to the mini lorries/vans and other movable and immovable properties will be to the transport contractor's risk and responsibility only.

- m. Supplies mean for a particular retail shop should be delivered strictly to that shop only as per the Batch/Excise label Nos. entered by the Excise Supervisory Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by TASMAC including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.
- n. All records that may be required during such transportation shall be maintained by the contractor in the proper manner as required under Law.
- o. All the materials transported shall be delivered by the transport contractors to the addressed retail units and no sub-contracting is permitted. Any shortage will be to the transport contractor's account. The transport contractor shall ensure that notwithstanding any breakdown of the mini lorries/vans, they will immediately do alternative arrangement to ensure timely reach of the goods to the retail shops without any delay or hindrance to the Retail units at his own cost and without any claim on TASMAC and the fact of such alternative arrangement should be informed over phone and then in writing to the District Manager and the Depot Manager.
- p. In case of any accident, the transporter should inform the nearest Police Station and the District Manager/Depot Manager, TASMAC concerned immediately in order to enable them to arrange for conducting spot survey by the Insurance Company to assess the damage. Any loss arising out of non-adherence to the above will be recovered at MRP rate from the Transport Contractor.
- q. With the acceptance of these general conditions, the transport operator waives and considers as void all and any of the general conditions if any mentioned in his quotation.
- r. The successful tenderer shall not assign or make over the contract, the benefit or burden there of to any other person or persons. He shall not underlet or sublet to any person/s for the execution of the contract or any part thereof.

- s. The Transport Contractor should possess EPF A/C No / he should submit a proof to the effect that he has applied for EPF registration and pay the EPF Contribution for the Loadmen, engaged by himself. The EPF amount should be properly remitted on or before the due date prescribed. i.e. before 5th of every month. Since the Transport Contractor is responsible for the payment of EPF Contribution, if there was any defaults on their part, in remittance of EPF dues, he should remit the arrears also. He should also maintain account properly to that effect. If not, the transport contract will be cancelled with / without any notice of one week's time.
- t. The Transporter should at hear to the code of prevention and deduction of fraud lent Acts in Tamil Nadu State Marketing Corporation Limited-2014 of TASMAL (The CODE)

11. RIGHT OF ACCEPTANCE AND REJECTION

- a. The Managing Director/Senior Regional Manager, TASMAL/District Manager, TASMAL as the case may be reserves the right to reject in his sole and unfettered discretion any tender without assigning any reason. The Managing Director's/Senior Regional Manager's/District Manager's decision shall be final and binding.
- b. The Managing Director/Senior Regional Manager/District Manager reserves the right to appoint one or more contractor for handling the movement in respect of the same areas.
- c. The final acceptance of the tender is entirely vested with the Managing Director/Senior Regional Manager/District Manager, TASMAL who reserves the right to accept or reject, any or all the tenders without assigning any reason whatsoever. There is no obligation on the part of TASMAL to communicate with rejected tenderers. After acceptance of the tender by TASMAL, the Tenderer shall have no right to withdraw his Tender or claim higher rate, till the completion of the contract period.
- d. Tenders with incomplete information will be summarily rejected.
- e. The Managing Director reserves :
 - (i) The right to reject all or any of the tenders without assigning any reason.
 - (ii) to split up the tender and

- (iii) to negotiate with the tenderers before entering into agreement.
- f. The rates quoted and accepted with or without negotiation shall be final and binding.

12. SPECIFICATION AND APPROXIMATE QUANTITY

(To be specified by the District Manager)

13. CAPABILITY

The contractor should be capable of deploying adequate number of Mini Lorries/Vans to carry the IMFS/Beer stock from the TASMAC Depot to various retail shops. There should be continuous flow of Mini lorries/Vans to receive the stock.

14. . VALIDITY OF OFFER

The transport contractors should keep their offer open for a period of 30 days from the date of opening of priced bids. No escalation under any circumstances will be allowed once the rate is accepted. The rate accepted will be prevalent for the entire duration of the contract i.e. one year from the date of signing of the contract. No idling charges under any circumstances will be payable by TASMAC.

15. EXECUTION OF CONTRACT

- a) The transport contractor(s) selected for the transport work will be intimated by letter from the District Manager. Quantity to be transported will be increased or decreased at the discretion of the District Manager.
- b) under any circumstances except in the case of Acts of God, delays due to non-availability of mini lorry/van will not considered as a valid excuse.
- c) TASMAC reserves the right to make alternative arrangements at the transport contractor's risk and cost if the contractor fails to:
 - i) Clear the stock allotted to the concerned retail units on the same day.
 - ii) fulfill his obligations or

- iii) Settle his dues in full or if malpractice is detected in tarnishing the quality and quantity of material transported.

In all the above cases, the security deposit will be wholly or partly forfeited at the sole discretion of the Managing Director, TASMAC in addition to action that may be taken to recover the cost of material, damage etc.

d) In case of carrying illicit, spurious, non duty paid items along with TASMAC stock, action will be taken against the contractor under Tamil Nadu Prohibition Act 1935, rules made, thereunder other relevant Acts in force for criminal offences, termination of contract, forfeiture of security deposit and also his name will be recommended to the Government for black listing.

16. . DEFAULT

If transport work is neither commenced nor carried out progressively or not completed within the stipulated time, it will be considered as default and appropriate action will be taken including levy of penalty, forfeiture of security deposit.

17. .QUOTATION

The rates quoted shall be for transporting and loading and the transport contractor shall allow a reasonable time for loading and unloading and for any delay in this regard, no claim will be entertained. The rate is deemed to include the toll charges or any other payment to be made from time to time that may be levied by the Government, Local Bodies etc.and BOOT (Build,Own,Operate and Transfer) contracts. It is made clear that the contractor should include any operational cost while transporting and no claim in this regard will be entertained by TASMAC.

18. PERIOD OF CONTRACT

The transport contract will expire on the due date i.e. one year from the date of signing of the contract. However, it can be terminated by TASMAC earlier, if the performance is found unsatisfactory. TASMAC reserves the right to suspend the transport operation till the position returns to normal or even to cancel/terminate the transport order, if it is beyond its control to make the supplies.

19. PAYMENT TERMS

- a) All invoices have to be raised on the basis of the consignment moved and receipt obtained from the units at the unloading points; One copy of the receipt signed by the Shop Supervisor should be handed over to the District Manager before he lifts the next load.
- b) Payment of freight charges will be made by the respective depot within 7 days from the date of submission of invoices in duplicate in the name of the District Manager after the materials are received and furnishing of full details of Transport order No. Date of transportation, Lorry No. Delivery challan etc. The amount will be paid only after the counter checking and after satisfying that the bills are in order. Any delay in making payment by TASMAC will not entitle the transport contractor for payment of any interest. Separate invoices for every transport has to be made on unit basis and payment will be made after verification from the respective units for receipt of goods in good condition. Bills will be settled on fortnightly basis.
- c) "Bills will be settled on fortnightly basis after deducting all statutory levies (Such as TDS etc.) imposed by Central and State Government from time to time. Since the rate finalised inclusive of service tax. It will be deducted from the Transporter's bill".

20. INSURANCE

During the period of contract, the transport contractor will keep in force workmen's compensation Insurance and Employees' State Insurance for all their workmen and employees engaged in the execution of this transportation order. Such insurance shall be for an adequate amount as required by law. TASMAC should be kept away from all damages and TASMAC is not liable to pay compensation of any kind in this regard. The mini Lorries/Vans used by the transport contractor should be kept insured. Transit breakages are not insured by TASMAC since the rate includes the cost of breakages also.

21. ARBITRATION

In respect of all the tender conditions, the decision of the Managing Director/Senior Regional Manager/ District Manager TASMAC Shall be final and binding. Any dispute which may arise during the execution of the contract shall be referred to as provided under the Arbitration and Conciliation Act. 1996 and TASMAC reserves its right to appoint a sole arbitrator for settling the said disputes through arbitration and the expenses incurred for such arbitration shall be shared equally by both the parties.

22. CANCELLATION OF ORDER

TASMAC reserves the right to cancel the order either partially or totally without any cancellation charges.

23. GENERAL

The Tenderers while sending their Tenders should enclose a copy of the conditions stipulated above duly certified and attested by them in token of accepting the above Tender conditions that they have understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.(The tenderer must sign and affix his seal in every page of the tender document)

I/We have gone through the items and conditions and will abide by them as laid down above.

SIGNATURE OF THE TENDERER

WITH SEAL

Note: The above tender documents duly signed along with Demand Draft for Earnest Money Deposit and APPENDIX –1 should be put in a sealed cover and marked as “COVER – A “.

TASMAC
TENDER FOR TRANSPORT CONTRACT
COMMERCIAL BID

1. Name and address of the transport contractor :

Name with Address	
Phone No.	
Cell No.	
Fax No.	

2. Whether the tenderer is Govt./Dept./Public Ltd/
Private Ltd/ Partnership/Others (specify) :
3. No of Years experience in transport line
(Supporting documents should be enclosed) :
4. Annual turnover from transport business
During the last two years
(Enclose supporting documents) :
5. Name of the Govt./Dept./Corpn./Board/Avin
etc., to whom he has acted / Is acting as
Transport contractor (along with documentary :
Proof.
6. No. of mini lorries/ Vans owner with their
Capacity (enclose documentary proof) :

Sl.No.	Vehicle Type	Capacity (No.of Boxes to be carried over)	Details of Vehicles	
			Own	Others
1				
2				
3				
4				
5				
6				
7				
8				
9				

7. I M F S / Beer cases that can be moved per day :
8. No of trips that can be done per day per
Lorry/mini lorry/ van (Breakup for Sl.No. 7 above) :
9. E.M.D. Payment particulars

Sl.No.	Amount	D.D.No	Date	Name of the Bank

SIGNATURE OF THE TRANSPORT
CONTRACTOR WITH OFFICE SEAL

PLACE :
DATE :
ENCL: I. Demand draft
II. Documentary proof as stated above

TASMAC
TENDER FOR TRANSPORT CONTRACT
PRICED BID

From

To

Sir,

After having carefully read the tender documents, general conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed, I/We submit my/our offer for transportation of Indian Made Foreign liquor in cases from TASMACH Depot to various retail units situated within 1 Km to 150 Km From TASMACH Depot.

Item of work	Rate per case (in figures)	Rate per case (in Words)
Transportation of I M F S / Beer from TASMACH Depot to Various retail units situated within 1 Km to 150 Km From TASMACH Depot.		

SIGNATURE OF THE TRANSPORT
CONTRACTOR WITH OFFICE SEAL

PLACE :

DATE :