



Ref. No.0460/B1/Pur/Tend/19

“A” Cover

TAMILNADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD.,
(A GOVERNMENT OF TAMILNADU UNDERTAKING)
ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS,
ARUMBAKKAM, CHENNAI – 600 106

TENDER FORM SCHEDULE – B

**FOR THE SUPPLY CATEGORY-IV:- EDIBLE OILS & SPICES FOR THE PERIOD FROM 01.04.19 to
30.06.19**

1. This Tender form is supplied to

Ms. _____

2. E.M.D. amount, Technical Specification etc., and company profile are furnished in one sealed cover and named as Cover 'A'. as per the check list.

3. Tender rates are furnished in another sealed cover and named as Cover 'B'

4. Samples are kept separately in a sealed cover:

5. I / We do hereby tender to supply the materials of under mentioned description in the tender schedule enclosed and in accordance with the conditions noted and as per the stipulations, specifications etc., mentioned and have read the general terms and conditions (enclosed) of this tender and that I / we have made such examination of the Tender documents and the specifications etc., and of the locations, where the material should be delivered and in regard to the material requirements and understand thoroughly and distinctly agree that I / we will not here after make any claim or demand upon the corporation based upon or arising out of any alleged misunderstanding of misconception or mistake on my / our part of the said requirements, stipulations, restrictions, specifications and conditions.

Date:

Signature of Tenderer

Last date for receipt of completed sealed Tenders cover up to 11.00 A.M on 11.04.19 in the Office of TAMPCOL at ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106

Date and time of opening sealed covers at 11.45 A.M. on 11.04.19.

Authorized Signatory



TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD.,
(A GOVERNMENT OF TAMIL NADU UNDERTAKING)

**ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINE CAMPUS, ARUMBAKKAM, CHENNAI – 600
106.**

GENERAL TENDER TERMS AND CONDITIONS

**FOR THE SUPPLY OF CATEGORY-IV:- EDIBLE OILS & SPICES FOR THE PERIOD FROM 01.04.19 to
30.06.19**

1. Sealed tenders in two cover system are invited up to 11.00 A.M. on 11.04.19 by the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd., Chennai, for the supply of Category - IV Edible Oil & Spices for the period from 01.04.19 to 30.06.19. The tender period may be extended for a further period on mutually agreed terms.
2. The eligibility criteria for the tenderers are given as follows.

Sl. No	Name of the Items	Tenderers Eligibility Criteria
	CATEGORY:-IV	
1(a)	Coconut oil	Manufacturer with annual turnover of Rs. 75-00 Lakhs during the previous three years.
(b)	Gingilly oil	Manufacturer with annual turnover of Rs. 75-00 Lakhs during the previous three years.
(c)	Castor Oil – Commercial & IP Grade	Manufacturer with annual turnover of Rs. 25-00 Lakhs during the previous three years.
2	Spices	Registered Traders with annual turnover of Rs. 25-00 Lakhs during the previous three years / Wild collectors Organizations without any turn over limit.

3. TENDER PROCEDURE:

3.1a. THE AMOUNT PAID FOR THE TENDER FORM SHALL NOT BE REFUNDABLE AND THE TENDER FORM IS ALSO NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.

3.1. b. Separate form shall be used for sister concern, associate, group concern etc.

3.2 (a) The Corporation shall not take responsibility for delay or loss or non-receipt of the tender documents sent by post or courier or in person or any request for extension of time for submitting tenders will not be considered.

3.2(b.) The tenders submitted by facsimile (fax) or by electronic mail will not be acceptable.

3.3 The tender will be accompanied by all relevant particulars as required under. In the absence of the particulars, the tenders are liable for rejection.

3.4.a. The Cover A & Cover B should be separately sealed, and both the sealed covers will be kept in an outer envelope and all the covers should be addressed to the MANAGING DIRECTOR, TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINAL CORPORATION LTD., ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106. Cover “A” will be opened at the office of Tampcol at the above address at 11.45 A.M. on 11.04.19 in the presence of the Tenderers / Representative of the organization who choose to be present.

b. Covers ‘B’ of only those Tenderers who satisfy the standard criteria laid down by the Tampcol on the basis of the details furnished by the tenderer in Cover ‘A’ will be opened.

c. All the sealed covers – A, B and outer cover should be superscribed as TENDER FOR THE SUPPLY OF CATEGORY-IV:- EDIBLE OILS & SPICES FOR THE PERIOD FROM 01.04.19 to 30.06.19. AND ADDRESSED TO “THE MANAGING DIRECTOR, TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106.

d. ALL THE SAMPLES OF CATEGORY-IV- EDIBLE OILS & SPICES submitted shall be kept in a separate cover and it shall be super scribed as samples and addresses to “THE MANAGING DIRECTOR, TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106. (Refer tender condition 10.4)

e. TENDER COVER SHALL BE SENT BY POST/COURIER/ IN PERSON BY DEPOSITING IN THE TENDER BOX KEPT IN THE OFFICE OF TAMPCOL, ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106 ON OR BEFORE 11.00 A.M on 11.04.19.

COVER – A

4.1. a) The tenderer must send the following certificates for the items tendered, arranged serially as per the Annexure VII, in a separate cover hereafter called ‘A’ Cover.

b) Earnest Money Deposit in the form of Demand Draft.

c) Documentary evidence for the constitution of the organization details of the name, address, telephone number, Fax no. E-mail address of the firm and of the Managing Director / Partners / Proprietor etc.

- e) Copies of balance sheet and Profit and Loss Account for last three years i.e., 2016-17, 2017-18 & 2018-19 duly certified by the Chartered Accountant.
- f) The Tenderer shall furnish attested copy of Income Tax assessment order for the previous three years for which income tax assessment is completed. Or copy of Returns Filed.
- g] The Tenderer shall furnish Sale Tax Clearance certificate as on 31.03.2019 as per the format given in the Annexure - I. (OR) copy of GST monthly return for the last month (with acknowledgement).
- h) The declaration form in annexure II signed by the tenderer.
- i) The declaration form in annexure III signed by the tenderer
- j) Undertaking as in annexure – IV signed by the tenderer.
- k) Particulars of Dealers & Traders as in annexure – V and particulars of Manufacturers in annexure – VI -signed by the tenderer.
- l) Each page of the tender terms and conditions should be duly signed by the tenderer.
- m) List of items quoted and samples submitted shall be furnished (The name of materials quoted alone should be furnished and the rates of those materials & other items should not be indicated in this list).
- n) The tenderer should provide samples of the materials in a separate cover at free of cost along with their tender; samples will be kept as representative samples. Tender not accompanied with samples for items quoted will not be considered for evaluation. (Refer tender condition 10.4)
- o) The tenderer shall submit a checklist for the list of documents enclosed with their page number. The documents shall be serially arranged as per Annexure VII and shall be securely tied or bound.
- p) Tampcol reserves the right to reject the tender of blacklisted companies whose past performance with Tampcol was poor due to delayed and erratic supplies, frequent product failures etc.,
- q) The above Certificates should be submitted in “Cover- A”, addressed to THE MANAGING DIRECTOR, TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS, ARUMBAKKAM, CHENNAI – 600 106

COVER - B

4.2 (a) The tenderers shall quote rate for the items as in tender schedule in a separate sealed cover herein after known as cover-'B' (Use separate cover for each tender schedule).

b)The rate quoted per unit price shall be inclusive of Excise duty, Freight, Insurance, Customs Duty, etc., but excluding GST. But, the rate of GST chargeable shall be specified

c)Each Tender must contain not only the rate but also the total value of each item of supply in the respective columns. The aggregate value of all the items quoted in the Tender shall be furnished. The rate quoted in Tenders should also be expressed in words in a separate column provided for the purpose. The materials should be delivered at our store mentioned below during office hours only.

d) Tampcol, C-29, SIDCO, Pharmaceutical Complex Alathur, Thiruporur, Kancheepuram District - 603 110.

e)The details of rates and quantity should also be entered clearly so that they are able to supply the quantity with the specified time as per the tender conditions.

f)"Cover-'B' should also be addressed to THE MANAGING DIRECTOR, TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD., ARIGNAR ANNA GOVT. HOSPITAL OF INDIAN MEDICINES CAMPUS,ARUMBAKKAM, CHENNAI – 600 106. Each page of the tender price schedules should be duly signed by the tenderer.

5. EARNEST MONEY DEPOSIT

5.1 The Earnest Money Deposit shall be 1 % of the value of the materials for which rates are quoted.

5.2 The Earnest Money Deposit shall be paid in the form of Demand Draft only favoring Managing Director, Tamil Nadu Plant Farms and Herbal Medicine Corporation., Ltd., Chennai– 600106 payable at Chennai. This should be enclosed with the tender in Cover 'A'. Earnest Money Deposit in the form of cheque / at par cheque /cash / postal order will not be accepted.

5.3 EARNEST MONEY DEPOSIT EXEMPTION TO SMALL SCALE INDUSTRIES / SELF HELP GROUP:

Organizations, which are claiming to be State Public Sector Undertaking Small Scale Industries, Co-operative Societies and organization run by Shelf Help Group which are located within the State should produce the following documents to claim EMD exemption.

SMALL SCALE INDUSTRIES

a)Certificate from the Director of Industries and Commerce to the effect that it is a Small Scale Industry.

(OR)

b)Competency Certificate from the National Small Industries Corporation

(OR)

c)Competency Certificate from SIDCO.

CO-OPERATIVE SOCIETIES

d) Competency Certificate from Registrar of Co-operative Society/Khadi & Village Industries Board.

STATE PUBLIC SECTOR UNDRTAKING

e) Competency Certificate from the Government / Registrar of companies / Director of Industries and Commerce etc.,

SELF HELP GROUP

f) Competency Certificate from the concerned Collectorate / Competitive Authority.

5.4.The Earnest Money Deposit of the unsuccessful tenderers will be arranged to be refunded within a reasonable time consistent with rules and regulations in this regard.

5.5. The Earnest Money Deposit of the successful tenderer will be adjusted against Security Deposit for due performance.

5.6.This Corporation does not accept any liability to return the Earnest Money Deposit amount within a definite time or to allow any interest thereon.

5.7.If the tenderer fails to adhere to the conditions of the tender or wishes to withdraw when his tender is under process, but before the signing of agreement, his EMD will be forfeited to “Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited”.

6.SECURITY DEPOSIT

6.1.The successful tenderer shall be required to pay a Security Deposit of 5% of the ordered value of the tender accepted quantity.

6.2 The Security Deposit should be paid in respect of each contract, in the form of Demand Draft/**unconditional & irrevocable Bank Guarantee** drawn in favour of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited payable at Chennai within 15 days from the date of receipt of the Tender acceptance.

6.3 The Security Deposit furnished by such tenderer in respect of his tender will be returned to him upon complete fulfillment of the contract and after three months of the tender period or the extended period, if any, to the satisfaction of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited.

6.4 Though the Co-operatives / Public Sector Undertakings / SSI Unit are exempted from EMD and all the tenderer have to remit security deposit. No exemption from payment of security deposit to any tenderers.

6.5 The Security Deposit will not bear interest.

7. AGREEMENT / DOCUMENTATION

The tenderer whose tender is accepted shall execute an agreement on a non-judicial stamp paper of value of Rs.50/- (stamp duty to be paid by the tenderer) with “The Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, Chennai – 106” within 15 days from the date of receipt of the intimation by him that his tender has been accepted. The specimen form of agreement is enclosed as in the Annexure - VI.

8. PRICES AND OTHER CONDITIONS

8.1 The details of the required materials are shown in tender schedules. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the 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.

8.2 The tender price 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 Cover ‘B’.

8.3 Tenders should be typewritten and every correction in the tender should invariably be attested with full signature by the tenderer with date before submission of the tenders to the authorities concerned, failing which the tender will be ineligible for further consideration. Corrections done with correction fluid should also be duly attested.

8.4 Rates inclusive of transportation, insurance, and any incidental charges, but excluding GST should be quoted for each items etc., separately on door delivery basis according to the unit asked for. Tender for the supply of materials etc., with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. However, in case GST are applicable the same be specified in the Price bids.

8.5. Each tender form must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

8.6. a. To ensure sustained supply without any interruption the 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.

b. In case where two or more tenderers quoted the same price, the Managing Director, Tampcol shall split the procurement among such tenderers taking into consideration the experience and credentials of such tenderers.

c. In case where larger quantities of items, the Managing Director is at liberty to have more than one suppliers i.e. L1 supplier and L2 supplier if agreed to match L1 rate and the quantity will be in the ratio of 60% and 40% respectively.

8.7. 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. Rates quoted with adjustable price will be rejected.

8.8. The tenderer shall furnish all particulars as per the checklist, in cover – A, failing which tender documents will be rejected summarily.

NOTE

1. Tender should not be submitted by the organization, which has been blacklisted either by Tampcol or by any other State / Central Government organization.

2. 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.

9. PACKING

a) Packing should be able to prevent damage or deterioration during transit.

b) Liquid Items Packing

ii). Edible Oils must be packed in 15 Kgs in New tins.

10. QUALITY TESTING

10.1. a) Details of quality specifications of the materials are given as in the enclosures attached to the respective tender schedules.

b) The tenderer should provide samples of the following materials 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. The tenderer shall submit minimum samples of 250/ML/Gms each 2 samples.

c) All the Parameters prescribed in the Quality Specifications will be tested for each of the item and passing these tests is mandatory for acceptance of the materials for evaluation. . These tests will either be done at TAMPCOL in house lab or any other approved outside labs.

d) Edible oil lab. reports should be enclosed.

10.2. Similarly samples of supplies in each batch will be chosen at the point of supply or distribution / storage points for testing. The samples will be tested either be done at TAMPCOL in house lab or any other approved outside labs depending upon the facility available as decided by the Tampcol. The Technical members of the Purchase Committee shall examine random samples of the bulk supplies.

10.3 Handling and testing charges will be deducted in suppliers' bill by Tampcol.

10.4. The materials shall have the active ingredients at the maximum permissible level throughout the shelf life period of the materials. The samples will be drawn periodically throughout the shelf life period.

10.5. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the samples do not conform to statutory standards, the tenderer will be liable for relevant action under the existing laws and the entire stock should be taken back by the tenderer within a period of 10 days of the receipt of the letter from Tampcol. The stock shall be taken back at the expense of the tenderer. Tampcol has the right to destroy such substandard goods if the tenderer does not take back the goods within the stipulated time. Tampcol shall arrange to destroy the rejected goods within 30 days after the expiry of stipulated period and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the goods rejected till such destruction. Initiating the necessary action on the tenderer and that product shall be blacklisted and no further supplies accepted from him till he is legally cleared. The tenderer shall also not be eligible to participate in Tampcol tenders for supply of such materials for a period of five subsequent years.

10.6. The decision of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, Chennai, or any Officer authorized by him as to the quality of the supplied materials etc., shall be final and binding.

10.7. If the sample is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods. If any materials supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the cost of such materials will be recovered from the tenderer in addition to penalty for the entire batch. If the payment for the supply has already been made for the particular batch / batches, then deduction will be made in the subsequent bills.

11. ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS

11.1 The Managing Director, Tamilnadu 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 this tender without assigning any reason.

11.2 The Managing Director, TamilNadu Medicinal Plant Farms and Herbal Medicine Corporation Limited will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

11.3 The acceptance of the tenders shall be communicated to the tenderers in writing.

11.4 The tenderer shall be informed delivery schedule and the material should be delivered at the delivery point at **TAMPCOL, C-29, SIDCO Pharmaceutical Complex, Alathur, Tirupporur-Via, Kancheepuram, District –603 110.**

11.5. 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.

11.6. All the supplies 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.

11.7 . The Managing Director, Tampcol or his authorized representatives has / have the right to inspect the factories of those companies who have quoted for the tender, before accepting the rate quoted by them or before releasing any orders or at any point of time during the continuance of tender and has also the right to

reject the tender or terminate / cancel the orders issued or to take action properly based on facts brought out during such inspections.

11.8 In cases where the quantity offered at the lowest price is less than the total quantity required, the Corporation may, after placing orders with the lowest evaluated tenderer for the entire quantity offered by such tenderer subject to his ability to supply, adopt either or both of the following procedures to procure the balance quantity: -

- i) The Corporation will negotiate with the next lowest tenderer in strict ascending order of evaluated price and require them to match the price offered by the lowest evaluated tenderer and place orders until the entire quantity required is ordered.
- ii) Or the Corporation will require all the other eligible tenderer who participated in the tender and offered a price higher than that offered by the lowest evaluated tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.
- iii) In case the bidders other than the lowest evaluated bidder fail to agree to accept the lowest price or the total quantity offered by them at the price quoted by the tenderer with lowest evaluated price is less than the required quantity the Corporation may place orders for remaining required quantity at different rates with different suppliers in the ascending order of evaluated price until the entire quantity required is covered.

Provided that, where different quantities have to be procured at more than one price from one or more tenderer, the Corporation may decide not to procure beyond a price considered economical although the entire quantity originally stated to be required in the tender documents is not ordered.

11.9. In case where two or more tenderer quoted the same price, the Managing Director, Tampcol shall split the procurement among such tenderers taking into consideration the experience and credentials of such tenderers.

11.10 The Managing Director, Tampcol or representative assure the right to negotiate with the tenderers in a manner considered to be beneficial to the Corporation.

12. PAYMENT PROVISIONS

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

12.2. Payments towards the supply of materials will ordinarily be made within 30 days from the date of acceptance of materials with bills quadruplicate. The acceptance of the materials will be done only after the confirmation of the quality specification.

12.3. No claims shall lie against the Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, Chennai in respect of interest on Earnest Money Deposit or on Security Deposit or for late payment of bills due to any reasons.

12.4. DEDUCTION IN PAYMENTS

If the supply is received in damaged condition, it shall not be accepted. Short supply will be accepted only after deducting the proportionate amount on the total value of bill by the Corporation.

13. PENALTIES

13.1(a) No tenderer shall be allowed to withdraw their tender after submitting the tender.

A Tenderer may submit a modified tender before the last date for receipt of tender.

Provided that where more than one tenderer is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

(b) If the successful tenderer fails to execute the agreement and/or to deposit the required Security deposit within the time specified or withdraw his tender after opening of tender/after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with his tender shall stand forfeited to Tampcol.

(c) In case of the Small Scale Industries those exempted from payment of EMD fail to adhere to the Terms and conditions of the tender, the firm will be disqualified to participate in the tender for the next five years.

d).i. If the supply is not made within 20 days period fixed in the Purchase order, Tampcol will impose penalty up to 10 % as the case may be, on the value of the supply as follows:

1. Delayed from 1st to 5 th . Day	-	1 %
2. Delayed from 6 th . to 20 th . Day	-	2 %
3. Delayed from 21 st . to 35 th . Day	-	3 %
4. Delayed from 36 th . to 50 th . Day	-	5 %
5. Delayed from 51 st . Day onwards	-	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 any further

intimation and alternate purchase will be made from L2 or L3 or from other sources and difference 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.

13.2 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 are 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 then the deduction will be made in the subsequent bills. Otherwise 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 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 Farm 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.

13.3 Non performance of contract provisions will disqualify a firm to participate in the tender for the next five years.

13.4 In the event of tendered supplies habitually failing quality tests, contract with the tenderer will be suspended and purchases made from alternative suppliers. Such firms may be black listed for five years beginning from the year following the one in which defective supplies were detected.

14. In case of the firm, if any one or more of the partners thereof dies / shall be adjudicated insolvent during the continuance of the contract, Tampcol shall be at liberty to terminate the contract.

15. The contract should not be sublet or given to other parties in any manner.

16.a. Clarification of Tender document: - At any time after the issue of the tender documents and before the opening of the tender, the Managing Director, Tampcol may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents.

b. In case any one tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, the Managing Director, Tampcol shall ensure that a reply is sent and copies of the reply to the clarification sought will be communicated to all those who have purchased the tender documents without identifying the source of the query.

17. In all the above conditions, the decision of the Managing Director, Tamil Nadu Medicinal Plant Farm and Herbal Medicine Corporation Limited, shall be final and binding.

18. Force Majeure clause

Notwithstanding the provisions of the tender terms and conditions clause No. 11.2, 11.5, & 13.1 (d), the supplier shall not be liable for forfeiture of its security deposit for default, if and to the extent, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the supplier's fault or negligence and foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, Fires, floods, epidemics, quarantine restrictions and freight embargoes.

19 DISPUTE:

If any dispute between the supplier and Tamppol 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 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 and Conciliation Act 1996 and 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 Tamppol and the Courts at Chennai.

20. The Courts in the city of Chennai alone shall have the Jurisdiction to entertain any suit that may arise between the parties to this contract.

Signature of the Tenderer.

Date

Name of the Organization & Address

ANNEXURE – I
FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT
FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF
(Name of the State)

(To be filled up by the applicant)

1. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment.
2. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.
b. Places of business of the applicant (All places of business should be mentioned).
3. The Districts, Taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).
4. a. Total contract amount or value of patronage received in the preceding three years. 2016-17/2017-18/2018-19.
b. Particulars of Sales – Tax for the preceding three years.

Year	Total T.O be assessed	Total Tax assessed	Total Tax Paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2016-17					
2017-18					
2018-19					

- c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.
- d. Whether any penal action or proceeding for the recovery of Sales Tax is pending.
- e. The name and address of Branches if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of the applicant:

Address:

Date:

(To be filled up by the Assessing Authority)

In my opinion, the applicant mentioned above has been / has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax – Officer

Note : A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE – II

DECLARATION - I

I do hereby declare that I will supply the goods and as per the samples given in a separate Cover and as per the instructions given / specification prescribed in this regard.

Signature of the Tenderer

Name in capital letters with Designation

ANNEXURE – III

DECLARATION - II

1. I / We enclose herewith Demand Draft / Bankers Cheque for Rs. _____/- towards Earnest Money Deposit.
2. I/We bind myself /ourselves to the conditions prescribed in the Tender Form.
3. I/ We the Tenderers agree to have the Earnest Money forfeited to Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd. in case of my / our failure in full or part to undertake the contract upon the acceptance of this Tender.

Signature:

Designation:

Name of the Firm and Address

ANNEXURE – IV

UNDERTAKING

We M/s. _____ having our registered office at _____ agree that in the event of non fulfillment or non-observance of any of the condition stipulated in the contract and purchase orders placed by M/s. Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, having their office at Anna Hospital Campus, Arumbakkam, Chennai – 106, under this tender for the supply of materials tendered, we shall pay penalty as per Tender conditions or an amount equal to the actual loss incurred by the Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited consequent on such breach of contract, whichever is higher.

Date: _____

Signature: _____

Place: _____

Name: _____

Office Seal:

Designation: _____

ANNEXURE – V

DETAILS OF DEALER / TRADER / AGENT ETC.,

Name of the Tenderer & Full Address :

Phone No :

Fax :

E-mail :

VAT No. :

CST No. :

Signature: _____

Name: _____

Designation: _____

ANNEXURE – VI

DETAILS OF MANUFACTURING UNIT

1. Name of the Tenderer & Full Address :
2. Factory address :
3. Phone Nos. :
4. Fax :
5. E-mail :
6. Date of Inception :

SSI No/NSIC No. & Date are any other Relevant Registration number for the proof of Manufacturers. : No. _____ Dt. _____.

7. GST No. :
8. * Details of installed Production Capacity & list of Plant & Machinery :
9. Details of Previous orders executed (A copy may be enclosed) :

Name and Designation of the authorized signatory:

Specimen signature of the authorized signatory :

* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

Signature: _____

Name: _____

Designation: _____

TENDER AGREEMENT

THIS INDENTURE made this the _____ day of _____ 2019 at Chennai between the Tamil Nadu Medicinal Plant Farms & Herbal Medicine Corporation Limited/Public Sector Undertaking of Government of Tamil Nadu having its registered office at “Arignar Anna Government Hospital of Indian Medicine Campus”, Arumbakkam, Chennai – 600 106. Represented by its Managing Director herein after called the “PURCHASER” (which expression shall unless repugnant to the context or assignees) of the one part and M/s. _____ having its Registered Office at _____ represented by its Managing Director here in after called the “VENDOR” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors or assignees) of the other part.

THIS AGREEMENT is valid from _____ to _____ only, unless specifically extended by Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited.

WHERE AS the purchaser offered to purchase the materials, as detailed in the Schedule ‘A’ enclosed to this Agreement.

AND

“WHERE AS” the Vendor has agreed to supply the said Tender items, subject to the conditions set forth in the Tender - Terms and conditions and specifications, as agreed to which reference to the purchase orders being issued from time to time, forming part of the tender contract where in referred to as the said conditions, to the satisfaction of the purchaser.

NOW it is hereby agreed as follows:

1. Time shall be considered as the essence of this Agreement and the Vendor here by agrees to supply materials as per the delivery schedule stipulated by the Purchaser.

2. The said condition as contained in the Purchase orders which is constructed as Schedule forming part of this agreement and the vendor herein it will strictly abide the conditions and stipulations and perform their respective obligations under the agreement.

3. In the event of the non-fulfillment or non-observance of any of the said conditions, stipulated in the purchase orders which form part of this agreement, the Vendor shall pay a sum, equivalent to the actual loss incurred by the Purchaser, consequent on such breach of the agreement.

4. The Disputes, differences, claims and questions, not covered by the Terms & Conditions which may arise during the subsistence of this agreement or supplemental agreement between the purchaser and Vendor touching any matter covered by this agreement shall be referred to the arbitrator, in accordance with the Provisions of the Arbitration and conciliation Act 1996 and the rules framed there under and, subsequent amendments, only.

5. (a) If the vendor does not fulfill or supply the requirement of materials within the specified time limit of the Purchase order, the purchaser has got the right to claim the loss, damages, compensations, cost, expenses and all the charges with interest at 22.5% per annum at the risk and cost of the defaulting vendor and the purchaser shall also be at liberty to cancel that Purchase orders and to procure the materials from such other sources as may be possible and to recover the difference in cost of procurement from the said Vendor.

(b) Where there is no such loss, the purchaser is at liberty to impose penalty as follows:

i). If the supply is not made within 20 days period fixed in the purchase order, Tampcol will impose penalty up to cut of 10 % as the case may be on the Value of the supply as follows

1. Delayed from 1 st to 5 th . Day	-	1 %
2. Delayed from 6 th . to 20 th . Day	-	2 %
3. Delayed from 21 st . to 35 th . Day	-	3 %
4. Delayed from 36 th . to 50 th . Day	-	5 %
5. Delayed from 51 st . Day onwards-		10 %

ii). beyond 5 days fixed in the purchase order, the purchase order will be automatically treated as cancelled without any further intimations and alternate purchase will be made from L2 or L3 or from other sources and difference of cost will be recovered from the L1 supplier. It is happens to be accepted, it is strictly on need basis only and liable to impose penalty as above, if alternate purchase is not made.

(c) In case of the Small Scale Industries those exempted from payment of EMD fail to adhere to the Terms and conditions of the tender, the firm will be disqualified to participate in the tender for the next five years.

6. Only the Courts in Chennai shall have jurisdiction in respect of the award claims, arising out of the Agreement.

7. The purchaser is entitled to terminate the agreement at any time for violation of the terms & conditions stipulated here in.

8. EMD remitted by the successful tenderer will be adjusted against security deposit till the entire transaction is over. The Vendor should remit the Security Deposit of 5% of the value of the Tender offered. The Earnest Money Deposit / Security Deposit thus remitted will attract no interest whatsoever. The earnest Money Deposit / Security Deposit will be forfeited for non-fulfillment of the conditions of the purchase order resulting in loss or damages to the purchaser notwithstanding the conditions in clauses 5(1) to 5(6) & 6(1) to 6(5). If any sub-standard or adulterated or damaged materials supplied / noticed the value of the same would be deducted from the payment of the bill.

9. The purchaser will take all efforts to settle the bills of the Vendor within the stipulated period. In case of delay due to unavoidable circumstances, the Vendor is not entitled to claim any interest for belated settlement.

10. If the materials supplied are found at any time that they do not confirm to the quality parameters prescribed in the purchase order the Vendor shall remove such items at his own cost within the prescribed time limit specified in the Tender – Terms & Conditions.

11. If any damages / leakages are noticed even in the transit to the place of destination due to inferior quality of materials supplied or for any other reasons the loss occurred must be borne by the Vendor only the loss incurred by the purchaser due to this would be deducted from the Suppliers bill.

12. Any other clauses found in the Tender - Terms and Conditions supplied along with tender documents, but not included in this agreement shall also form part of this agreement. (Ref. No: 0460/B1/Pur/Tend/19). Therefore Tender Form Price Schedule, Schedule of Requirements, Specifications, Tender Terms & Conditions and Notification of Tender Award shall be deemed to form and be read and constructed as part of this agreement.

IN WITNESS where of the parties here to have set their hands on this day, month and year first above written in the presence of

Signature:
Vendor (Contractor)

Signature:
(Purchaser)

for Tamil Nadu Medicinal Plant Farms and Herbal
Medicine Corporation Ltd. Arumbakkam,
Chennai– 106.

Name: _____

Address:

WITNESS:

1. _____

2. _____

Cover "A"
ANNEXURE - VII
CHECK LIST

SL. No	DESCRIPTION	Page No		Remarks
		From	To	
1	EMD in the form of DD shall be kept in an envelope, SSI /NSIC certificates may be enclosed for exemption			
2	SSI/ NSIC/DGSD Certificate.			
3.	Documentary evidence for the Constitution of the firm.			
4.	Authorization letter for Authorized Dealer from manufacturers.			
5.	List of Items quoted			
6.	Copies of Balance Sheet and Profit Loss account for last three years.			
7.	I.T. Assessment order for previous Three years or for completed years or SARAL copies			
8.	True copy of Sales Tax Registration Certificate for GST other States.			
9.	Tender Terms & Conditions duly signed by the Tenderer.			
10.	Annexure – I (Sales Tax Clearance Certificate) OR copy of the sales Tax Return filed for the last month.			
11.	Annexure – II (Declaration – I)			
12.	Annexure – III (Declaration – II)			
13.	Annexure – IV (Undertaking)			
14.	Annexure-V – (I) (Details of Dealer, Traders / Agent. (OR) Annexure – V – (II) (Details of Manufacturing Unit)			
15.	Samples of submitted (where ever required as per 10.1(b).			
16.	Laboratory report (where ever required as per tender condition 10.1 (d).			

Note: The bidder shall submit the above documents failing which the tender documents are liable for rejection. Please Enter page Number only.

Signature: _____



REF.NO:0460/B1/PUR/Tend/ 19

CATEGORY - IV [VIII -1] TENDER PRICE SCHEDULE FOR EDIBLE OIL FOR THE PERIOD OF THREE MONTHS FROM 01.04.19 TO 30.06.19

Sl. No	Name of the Materials	Tentative Qty/15kg Tin	Rate / 15kg Tin	GST %	Value in Rs.
1	Coconut Oil	2000			
2	Gingilly Oil	2000			
3	Castor Oil - Commercial Grade)	300			
4	Castor Oil - IP Grade)	25			

Note: 1] Items 1 to 4 shall be packed in 15kgs New Tin.

2] Specification are given as per the enclosure 1,2 3 & 4 attached and the oils will be tested for the parameters mentioned thereon.

Date :- _____

Signature of the Tenderer: _____

Place :- _____

Name :- _____

Office Seal :-

Designation : _____

REF.NO:0460/B1/PUR/Tend/ 19

Enclosure-1 to the Price Schedule Category IV -VIII-(1)
QUALITY SPECIFICATIONS – COCONUT OIL

Sl.No	PARAMETER	REFERENCE VALUE
1.	Butyro Refractometer reading at 40°C+	34.0 – 35.5
2.	Refractive Index at 40°C	1.448 -1.449
3.	Specific Gravity @ 30/ 30°C	0.915 - 0.920
4.	Saponification Value Min.	250
5.	Moisture and insoluble impurities, % by Wt. Colour, Max	0.1 - 2
6.	Iodine Value	7.5 – 10.0
7.	Acid Value, Max	0.5
8.	Unsaponifiable matter, % by Wt. Max	0.5
9.	Polensky value, Min.	13.0

Date : _____

Signature : _____

Place: _____

Name: _____

Designation: _____

QUALITY SPECIFICATION FOR GINGILLY OIL AS PER API-PART II

- | | |
|--------------------------------|------------------------------|
| 1. Specific gravity | - 0.9160-0.9190 |
| 2. Refractive index (at 40°) | - 1.4650 to 1.4665 |
| 3. Wt.per ml (at 25°) | - 0.916 to 0.921 g |
| 4. Acid Value | - Not more than 2.0 |
| 5. Iodine Value | - Between 103 and 116 |
| 6. Saponification value | - Between 188 and 195 |
| 7. Unsaponifiable matter | - Not more than 1.5 per cent |
| 8. Cottonseed Oil | - Absent |
| 9. Microbial limits | - Complies with API |
| 10.Pesticide residue | - Complies with API |

Date : _____

Signature : _____

Place: _____

Name: _____

Designation: _____

QUALITY SPECIFICATIONS – CASTOR OIL – (Commercial Grade)

Sl.No	Test	Commercial Grade Castor Oil
1.	Refractive density @ 30°C	0.954 – 0.960
2.	Refractive Index at 40°C	1.470 – 1.474
3.	Refractive Index at 27°C	1.475 – 1.479
4.	Saponification Value	177 – 185
5.	Acetyl Value, Min.	143.0
6.	Iodine Value	82 – 90

Sl.No	Grade	Commercial Grade Castor Oil
1.	Colour, Max **	40
2.	Critical Solution temperature, Max	---
3.	Acid Value, Max	6.0
4.	Unsaponifiable Matter, % by mass Max	1.0
5.	Mositure and volatiles, % by mass Max	1.00
6.	Optical Rotation at 25°C, Min.	--
7.	Turbidity (Silica Scale Units), Max	--

Date : _____

Signature : _____

Place: _____

Name: _____

Designation: _____

QUALITY SPECIFICATIONS – CASTOR OIL – (IP Grade)

Sl.No	Test	Commercial Grade Castor Oil
1.	Refractive density @ 30°C	0.954 – 0.960
2.	Refractive Index at 40°C	1.470 – 1.474
3.	Refractive Index at 27°C	1.475 – 1.479
4.	Saponification Value	177 – 185
5.	Acetyl Value, Min.	143.0
6.	Iodine Value	82 – 90

S.No	Grade	Castor Oil IPGrade
1.	Colour, Max **	3.5
2.	Critical Solution temperature, Max	0°C
3.	Acid Value, Max	2.0
4.	Unsaponifiable Matter, % by mass Max	0.8
5.	Moisture and volatiles, % by mass Max	0.25
6.	Optical Rotation at 25°C, Min.	+3.5
7.	Turbidity (Silica Scale Units), Max	3

Date : _____

Signature : _____

Place: _____

Name: _____

Designation: _____



REF.NO:0460/B1/PUR/Tend/19.

**CATEGORY -IV - [VIII - 2] TENDER PRICE SCHEDULE FOR SPICES - FOR THE PERIOD FROM
01.04.19 to 30.06.19**

SL.No	Name of the Materials	Tentative Qty/kg	Rate / kg	GST %	Value in Rs.
1	Sukku (Dry Ginger)	10000			
2	Milagu (Black Pepper)	10000			
3	Lavangam (Cloves)	400			
4	Elakkai (Cardamom)	1500			
5	Sirulavangapattai (Cinnamom Bark)	450			

Note: Quality Specification of Ayurvedic Pharmacopoeia of India will be followed for items in Sl.No.4 & 5 and the materials in Sl.No.1 to 3 will be tested for physical verification and organoleptic character.

Date :- _____

Signature of the Tenderer: _____

Place :- _____

Name :- _____

Office Seal :-

Designation : _____



QUALITY SPECIFICATION FOR SPICES

1) SUKKU

DESCRIPTION

(a) Macroscopic: - Rhizome, laterally compressed bearing short, flattish, ovate, oblique, branches on upper side each having at its apex a depressed scar, pieces about 5 –15 cm long, 1.5 – 6.5 cm wide (usually 3-4cm) and 1-1.5 cm thick; externally buff coloured showing longitudinal striations and occasional loose fibres; fracture short, smooth, b2 microscope transverse surface exhibiting narrow cortex (about one-third of radius); a well –marked endodermis and a wide stele showing numerous scattered fibro – vascular bundles and yellow secreting cells; odour, agreeable and aromatic; taste, agreeable and pungent.

Foreign matter	-	Not more than 1 per cent, Appendix 2.2.2.
Total ash	-	Not more than 6 per cent, Appendix 2.2.3.
Water-soluble ash	-	Not less than 1.5 per cent, Appendix 2.2.5.
Water-soluble extractive	-	Not less than 10 per cent, Appendix 2.2.7.

2) MILAGU

DESCRIPTION

a) Macroscopic :- Fruits grayish –black to black, hard, wrinkled, 0.4- 0.5 cm in dia; odour, aromatic; taste, pungent.

IDENTITY, PURITY AND STRENGTH –

Foreign matter	-	Not more than 2 per cent, Appendix 2.2.2.
Total ash	-	Not more than 5 per cent, Appendix 2.2.3.
Acid – insoluble ash	-	Not more than 0.5 per cent, Appendix 2.2.4.
Water-soluble extractive	-	Not less than 6 per cent, Appendix 2.2.7.

3) CLOVES (Lavangam)

DESCRIPTION:

a) Macroscopic: – Flower bud measuring 10 – 17.5 mm in length, brown to dark or garnish brown, consisting of a sub-cylindrical, slightly flattened, four sided hypanthium, readily exuding oil when pressed, hypanthium containing in its upper portion a two celled inferior ovary with numerous ovules attached to a axile placenta, surmounted by four thick, divergent sepals and covered by unopened corolla consisting of four membranous imbricate petals, frequently detached, enclosing numerous incurved stamens and one erect-style; odour, strongly aromatic; taste, pungent, aromatic followed by slight tingling of the tongue.

IDENTITY, PURITY AND STRENGTH:-

Foreign matter	-	Not more than 2 per cent, Appendix 2.2.2.
Total ash	-	Not more than 7 per cent, Appendix 2.2.3.
Acid – insoluble ash	-	Not more than 1 per cent, Appendix 2.2.4.
Water-soluble extractive	-	Not less than 9 per cent, Appendix 2.2.7.
Volatile oil	-	Not less than 15 per cent, Appendix 2.2.10.

4) CARDAMOM : - SPECIFICATION

Moisture: Nil (Full Dry) Size: 6-7 MM Green Bold.

5) SIRU LAVANGAPATTAI

DESCRIPTION

a) **Macroscopic:** - Bark pieces about 0.5 mm thick, brittle, occurs as single or double, closely packed compound quills, up to a metre or more in length and up to about 1cm in diameter (b) microscopic outer surface, dull yellowish-brown, marked with pale wavy longitudinal lines with occasional small scars or holes ; inner surface darker in colour, striated with longitudinally elongated reticulation ; fracture, splintery, free from all but traces of cork; odour, fragrant. Taste, sweet, aromatic with sensation of warmth.

IDENTITY, PURITY AND STRENGTH

Foreign matter	-	Not more than 2 per cent, Appendix 2.2.2.
Total ash	-	Not more than 3 per cent, Appendix 2.2.3.
Acid – insoluble ash	-	Not more than 2 per cent, Appendix 2.2.4.
Water-soluble extractive	-	Not less than 3 per cent, Appendix 2.2.7.
Volatile oil	-	Not less than 1 per cent, v/w Appendix 2.2.10.

CONSTITUENTS – Essential Oil, tannin and mucilage.
