



Ref. No. 983/Alfy/FM/2018

“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

**FOR EXECUTING PAINTING WORKS AT VARIOUS BUILDINGS OF
ALATHUR FACTORY.**

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 / Wedo hereby tender to execute painting works which are 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 20.09.2018
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 20.09.2018



**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 EXECUTING PAINTING WORKS AT VARIOUS BUILDINGS OF
ALATHUR FACTORY**

1. Sealed tenders in two cover system are invited up to 11.00 A.M. on __.09.2018 by the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd., Chennai, for executing painting works at various buildings of Alathur factory.

2. The eligibility criteria for the tenderers are given as follows.

Sl. No	Name of the Items	Tenderers Eligibility Criteria
1	Executing painting works at various buildings of Alathur factory	Reputed construction firms/ PWD contractors with Annual Turnover of Rs.50.00 Lakh during the previous three years.

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 20.09.18 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 PAINTING WORKS AT ALATHUR FACTORY** 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. 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 20.09.2018

COVER – A

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

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

c) GST Registration should be endorsed for the items quoted rate in this tender. The Registration must have been duly renewed up to the date.

d) 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., 2015, 2016, 2016-17 & 2017-18 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 GST certificate (OR) copy of GST monthly return for the last month (with acknowledgement).

h) The declaration form in annexure I signed by the tenderer.

- i) The declaration form in annexure II signed by the tenderer
- j) Undertaking as in annexure – III signed by the tenderer.

- k) Each page of the tender terms and conditions should be duly signed by the tenderer.

- l) List of items quoted shall be furnished.

- m)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 V and shall be securely tied or bound.

- s) Tampcol reserves the right to reject the tender of blacklisted companies whose past performance with Tampcol was poor due to delayed and erratic services, frequent product failures etc.,

- t) 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.

 - d) Works should be performed at Tampcol, C-29, SIDCO, Pharmaceutical Complex Alathur, Thiruporur, Kancheepuram District - 603 110.

 - e)“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 works for which rates are quoted.

5.2 The Earnest Money Deposit shall be paid in the form of Demand Draft only favoring “Tampcol” 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 Self 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 drawn in favour of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited payable at Chennai with in 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 seven 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 - V.

8. PRICES AND OTHER CONDITIONS

8.1 The details of the required works are shown in tender schedules. The works 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 Excise Duty, transportation, insurance, and any incidental charges, but excluding of GST should be quoted for each items etc., separately on door delivery basis according to the unit asked for. Tender for the service works, etc., with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The works should be executed as stipulated in the work 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 quick execution of works without any interruption, the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, reserves the right to split work orders for performing the works 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 works among such tenderers taking into consideration the experience and credentials of such tenderers.

c. In case where larger quantities of works to be performed, the Managing Director is at liberty to have more than one service providers 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” “WORKS 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. QUALITY:

9.1. The decision of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited, Chennai, or any Officer authorized by him about the quality of the executed works shall be final and binding.

9.2 .If the performed works is declared to be not of standard quality or mis-branded materials used, such works will be deemed to be rejected works. If any works performed by the tenderer is partially or wholly used or consumed after completion of works and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for use, then the cost of such works will be recovered from the tenderer in addition to penalty for the entire works. If the payment for the works has already been made for the particular work, then deduction will be made in the subsequent bills.

10. ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS

10.1 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 any one or more of the total works offered for in this tender without assigning any reason.

10.2 The Managing Director, Tamil Nadu 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.

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

10.4 The tenderer shall be informed work delivery schedule and the works should be performed at *TAMPCOL, C-29, SIDCO Pharmaceutical Complex, Alathur, Tirupporur-Via, Kancheepuram, District –603 110.*

10.5. 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.

10.6 In cases where the works 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 perform works, 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 works 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 for the quantity of works they would be willing to work 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 of work required is covered.

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

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

11. PAYMENT PROVISIONS

11.1. No advance payments towards costs of materials/labour charges for execution of works will be made to the tenderer.

11.2. Payments towards the supply of materials//labour charges for execution of works will ordinarily be made within 30 days from the date of acceptance of materials with bills quadruplicate. The acceptance of the works will be done only after the confirmation of the specification.

11.3. 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. PENALTIES

12.1(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 works are not performed within 10 weeks period fixed in the work order, Tampcol will impose penalty as 2% for every week of delay, maximum up to 10 % on the value of the tender.

ii. Beyond 2 weeks after the date fixed in the work order (i.e. beyond 12 weeks), the work order will be automatically treated as cancelled without any further intimation and alternate work execution 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.

12.2 If any works performed by the tenderer is partially or wholly used after completion of works and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for use, then the cost of such works will be recovered from the tenderer in addition to penalty for the entire works. If the payment for the works has already been made for the particular work, then deduction will be made in the subsequent bills. Otherwise the tenderer will not be entitled to any payment whatsoever for such works. 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.

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

13. 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.

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

15.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.

16. 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.

17. Force Majeure clause

Notwithstanding the provisions of the tender terms and conditions, the supplier shall not be liable 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 tenderer either in its sovereign or contractual capacity, wars or revolutions, Fires, floods, epidemics, quarantine restrictions and freight embargoes.

18 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 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 Tampcol 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

DECLARATION - I

I do hereby declare that I will perform the works as per the instructions given / specification prescribed in this regard.

Signature of the Tenderer

Name in capital letters with Designation

ANNEXURE – II

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 – III

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 work 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 – IV

DETAILS OF CONTRACTOR / FIRM / AGENT ETC.,

Name of the Tenderer & Full Address :

Phone No :

Fax :

E-mail :

GST No. :

Signature: _____

Name: _____

Designation: _____

TENDER AGREEMENT

THIS INDENTURE made this the _____ day of _____ 2018 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 execute the works, as detailed in the Schedule ‘A’ enclosed to this Agreement.

AND

“WHERE AS” the Vendor has agreed to execute the works 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 work 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 hereby agrees to execute the works as per the work schedule stipulated by the Purchaser.
2. The said condition as contained in the work 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 work 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 execute the work within the specified time limit of the work 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 work orders and to execute the works from such other sources as may be possible and to recover the difference in cost of works from the said Vendor.

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

i). If the works are not performed within 10 weeks period fixed in the work order, Tampcol will impose penalty as 2% for every week of delay, maximum up to 10 % on the value of the tender.

ii). Beyond 2 weeks after the date fixed in the work order (i.e. beyond 12 weeks), the work order will be automatically treated as cancelled without any further intimation and alternate work execution 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.

(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 inferior quality of work performed / 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 works performed are found at any time that they do not confirm to the quality parameters prescribed in the work order, the Vendor shall remove such works at his own cost within the prescribed time limit specified in the Tender – Terms & Conditions.

11. If any damages / cracks are noticed 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 contractors 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: 983/Alfy/FM/2018). 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. _____

**ANNEXURE - V
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 nominating a responsible officer of the organization with authority to transact business.			
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.	Copy of GST registration certificate & copy of GST monthly return for the last month (with acknowledgement)			
9.	Tender Terms & Conditions duly signed by the Tenderer.			
10.	Annexure – I (Declaration – I)			
11.	Annexure – II (Declaration – II)			
12.	Annexure – III (Undertaking)			
13.	Annexure-IV (Details of Contractor, Firm / Agent)			

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. 983/Alfy/FM/2018

TENDER PRICE SCHEDULE FOR EXECUTING PAINTING WORKS AT ALATHUR FACTORY

Sl.No	Name of the Items	Tentative Qty	Rate/unit	GST % & Rs	Total Value (Rs)
1	Plastering the surface of the walls with cement mortar 1:3, 20 mm thick in all floors including curing, etc	138 Sq.m			
2	White washing two coats with freshly burnt white shell lime in all floors including cost of lime, blue powder fevicol type gum, brushes, scaffolding charges, etc	1830 sq.m			
3	Supplying and painting walls with two coats of oil bound distemper over one coat of water based cement primer including cost of distemper, primer, cleaning, etc	5200.39 sq.m			
4	Painting two coats of newly plastered wall surface with ready mixed plastic emulsion paint of first class quality & of approved colour over a priming coat	7000 sq.m			
5	Painting old wood work with two finishing coats of synthetic enamel ready mixed paint of approved quality and colour in all floors., complete complying with standards	355 sq.m			
6	Painting new iron works such as steel doors, windows, ventilators, window bars, balustrades, etc with two coats of best approved first quality and colour of synthetic coat	655 sq.m			
7	Supplying and painting the walls with two coats of cement paint for the entire length of compound wall	2550 sq.m			

Date : - _____

Signature of the Tenderer: _____

Place : - _____

Name : - _____

Office Seal : -

Designation : _____