

**APPLICATION NO.**

**Issued To :**

**Price Rs.1050/-(Including Sales Tax)**

**Not Transferable.**

**TAMILNADU STATE MARKETING CORPORATION LIMITED**  
**CMDA TOWER-II, IV FLOOR, GANDHI IRWIN BRIDGE ROAD,**  
**EGMORE, CHENNAI-600 008.**  
**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 100 K.Ms from the Depot situated at Thirubhuvanam.

**1. DUE DATE AND TIME:**

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

The Tenders should reach the Office of the District Manager,(Retail Vending) Tamilnadu State Marketing Corporation Limited, Nagapattinam at Tirubuvanam before 3.00 P.M. on 13.08.2015. Tenders received after the due date and time will be summarily rejected.

**2. ELIGIBILITY FOR PARTICIPATION:**

The Transport contractors who own a minimum of six numbers of Lorries/ Mini lorries and have minimum two years of experience in transport line only need to quote. The documentary evidence for the ownership of the Lorries/ Mini lorries should be enclosed to the commercial bid.

**3. MODE OF DESPATCH:**

Tenders (both Commercial and priced bids) should be addressed to the District Manager, Tamilnadu State Marketing Corporation Limited, Nagapattinam At : Thirubuvanam 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 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 in (**Appendix-I**), and the Demand Draft towards Earnest Money Deposit

## PRICED BID

The Priced Bid should be in the format prescribed in **Appendix -II**.

## 5. SUPERSSCRIPTION:

Both the covers (cover 'A' - Commercial Bid and cover 'B' - Priced Bid) should be superscripted as "**Tender for the Transport of IMFS and BEER from TASMAC depot 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 10,000/- (Rupees Ten thousand only) by Demand Draft drawn on any Nationalized Bank payable at Kumbakonam (Place) in favour of District Manager, Tasmac, Nagapattinam. Tenders received without the Earnest Money Deposit will be summarily rejected. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part. The Earnest Money Deposit of the unsuccessful Tenderers will be returned within a reasonable time consistent within the rules and regulations in this behalf. The above Earnest Money Deposit amount held by the TASMAC till it is returned to the Tenderers 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. 1050/- - (including Sales Tax).

## 7. OPENING OF TENDER:

The Commercial bid received upto 3.00 P.M. on 13.08.2015 will be opened by the DISTRICT MANAGER, TASMAC, NAGAPATTINAM or an Officer authorized by him on his behalf on 13.08.2015 at 4.00 P.M. at the Office of the DISTRICT MANAGER, TASMAC Ltd., TIRUPUVANAM 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.

8. 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 service already done for Government Departments /Corporations/ / Boards/Aavin, etc., and (iv) No. of Lorries/ Mini lorries owned by them.

#### **9. SECURITY DEPOSIT:**

a ). The successful Tenderers will be required to remit Security Deposit of . Rs.1,00,000/- (Rupees One Lakh) 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 TASMAC account 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 the 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 TASMAC.

c. If the Tenderer failed to act up to the Tender or backs out when his Tender is accepted, his Security Deposit mentioned above will also be forfeited to TASMAC.

#### **10. 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 document 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 TASMAC including the right to recover any consequential losses from 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.

## **11 RESPONSIBILITIES:**

(a) .The Contractor should be in a position to deploy adequate number of Lorries/ Mini lorries to meet the contractual requirement fully and the Lorries/ Mini lorries 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 TASMAC depots at Thirubhuvanam to various retail units. The transporter should not carry any other items along with TASMAC load i.e. IMFS/Beer.

(c ) The contractors are responsible for transporting approximately minimum number of 5000 cases per day. In case, movement of IMFS and Beer from the TASMAC Depot situated at Thirubhuvanam to various retail units situated within a radius of 100 km., the rate of transport should be quoted on per case basis in the format given in **Appendix – II**.

(d). Time is the essence of the contract, and the successful contractor is required to make available the Lorries/ Mini lorries between 8.30 A.M. and 10.00 P.M every day at any time at the Depots Thirubhuvanam.

(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 loadman for loading and unloading of goods from TASMAC Godown to transport vehicle and from the vehicle to TASMAC retail shops”.

(g). The contractor should co-ordinate and co-operate with other carries 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 of the MRP rates and the same will be recovered from their bills. The Managing Director/Senior Regional Manager/The 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 authorized 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 Vehicle Act as well as the TamilNadu Prohibition Act 1937. While carrying out the contract, any damages / losses etc. to the Lorries/ Mini lorries and other movable and immovable properties will be to the transport contractor's risk and responsibility only.

(l). Supplies meant for a particular retail shop should be delivered strictly to that shop only as per the Batch / Excise label No. 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.

(m). All records that may be required during such transportation shall be maintained by the contractor in the proper manner as required under Law.

(n). 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 Lorries/ mini lorries, 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 won 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 Depot Manager.

(o). 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.

(p). 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.

(q). The successful Tenderer shall not assign or make over the contract, the benefit or burden thereof 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.

(r). The transport contractors alone are responsible for recovering EPF @ 12% on payment from loadmen engaged by them for transporting IMFS and Beer products to Retail Vending shops on or before the due date without fail. Moreover the contractors themselves should bear their own contribution of the EPF amount as employers share for having engaged the loadmen for transporting.

Only those Transport Contractors who have obtained Employees' Provident Fund code Number from the Employees' Provident Fund Authorities for paying Employees' Provident Fund contribution for loadmen should be allowed to participate in the Tender. Alternatively the Transport contractors should submit a proof to the effect that he has applied for Employees' provident fund Registration, along with the Tender documents.

Receipt of EPF contribution will be submitted to Office(Depot). Then payment will be made to the concerned transport contractor.

(s). The transport operators should bear the service tax payment leviable on their transport bills upon the Service Tax rates in force and they should agree to bear the Service Tax and TASMAC is authorized to make necessary deduction on the transport bills furnished to the TASMAC and apart from any other deduction towards direct taxes charges leives and deduction in terms of the agreement to be entered by them before making the net payment to the transport operators by TASMAC.

## **12. RIGHT OF ACCEPTANCE AND REJECTION:**

(a) The Managing Director/Senior Regional Manager/District Manager, TASMAC, 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/Senior Regional Manager/District Manager's decision shall be final and binding.

(b) The Managing Director/Senior Regional Manager/ District Manager reserves to right to appoint one or more contractor for handling the movement in respect of same areas.

(c) The final acceptance of the tender is entirely vested with the Managing Director/Senior Regional Manager/ District Manager, TASMAC who reserves the right to accept or reject, any or all the tender without assigning any reason whatsoever. There is no obligation on the part of TASMAC to communicate with rejected Tenderers. After acceptance of the tender by TASMAC, 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.

### **13. SPECIFICATION AND APPROXIMATE QUANTITY:**

Lifting of IMFS and Beer cases will be approximately 5000 cases per day. However no assurance will be given to contractor on the minimum no. of cases to be lifted.

### **14. CAPABILITY:**

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

### **15. 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 for the contract. No idling charges under any circumstances will be payable by TASMAC.

### **16. EXECUTION OF CONTRACT:**

(a) The transport contractor (s) selected for the transport work will be intimated by letter from the District Manager. Quantum 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 Lorries/ Mini Lorries/will not be 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 District Manager, TASMACH 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 TASMACH stock, action will be taken against the contractor under, Tamil Nadu Prohibition Act 1935, rules made there under, 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.

#### **17. 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.

#### **18. 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 TASMACH

#### **19. 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 TASMACH earlier if the performance is found unsatisfactory. TASMACH reserves the right to suspend the transport operation till the position returns to normalcy or even to cancel / terminate the transport order, if it is beyond its control to make the supplies.



**20. 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. On the quantum of amount of transports charge paid to the contractor at prescribed rate, the contractor should remit TDS, service tax and levies which are levied at present and any tax or levy which may be levied in the future.

**21. 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 Lorries/ mini lorries used by the transport contractor should be kept insured. TASMAC will insure the goods in respect of accident cases only. Transit breakages are not insured by TASMAC since the rate includes the cost of breakages also.

**22. ARBITRATION**

In respect of all the tender conditions the decision of The Managing Director/Senior Regional Manager/the 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 rights 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.

23. **CANCELLATION OF ORDER:**

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

24. **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 Tender document).**

I/we \_\_\_\_\_ have gone through the terms and conditions and will abide by them as laid down above.

SIGNATURE OF THE TENDERER WITH SEAL

Note : The above tender document duly signed along with Demand Draft for Earnest Money Deposit and Appendix - I should be put in the sealed cover and marked as **Cover ``A``**.

**APPENDIX – I**

**TASMAC**

**TENDER FOR TRANSPORT CONTRACT COMMERCIAL BID**

1	Name and address of the transport Contractor along with Phone No. & Fax No.	
2	Whether the tenderer is Govt.Dept./Public Ltd./Private Ltd./ Partnership/ Others(specify)	
3	No. of years of experience in Transport line ( <u>supporting documents Should be enclosed</u> )	
4	Annual Turnover from transport Business during the last two years ( <u>enclose supporting documents</u> )	
5	Name of the Govt.Dept / Corporation/ Board/Aavin etc. to whom he has acted/ is acting as Transport Contractor ( <u>along with documentary proof</u> )	
6	No. of Lorries /Mini lorries owned with their Capacity( <u>enclose documentary proof</u> )	
7	IMFS/Beer Cases that can be moved per day	5000 Cases per day. (Appx.)
8	No. of trips can be done per day Per Lorries/ mini lorry (Breakup for Sl.No. 7 above)	
9	EMD payment particulars: D.D.No. _____ Date _____ Name of the Bank _____ Branch _____ Amount _____	

PLACE:

DATE :

Encl: i).Demand Draft

ii).Documentary proof as stated above.

SIGNATURE OF THE TRANSPORT  
CONTRACTOR WITH OFFICE SEAL

**APPENDIX -II**

**TENDER FOR TRANSPORT CONTRACT**

**PRICED BID**

From

To

The District Manager,  
Tasmac Ltd.,  
Nagapattinam District.  
At: Thirubuvanam.

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 TASMAC Depot to various retail units situated within 1 Km to 100 Km.

From Tasmac Depot. Thirubhuvanam

Item of Work	Rate per case(in figures)	Rate per case(in words)
Transportation of IMFS/ Beer from Tasmac Depot to various retail units situated within 1 Km to 100 Km from Tasmac Depot	1 Km to Below 50Km Rs.	
	Above 50Km to 100Km Rs.	

Signature of the Transport  
Contractor with office Seal

Place:

Date: