Tamil Nadu Zari Limited, Kancheepuram.

(an ISO 9001 Company)

(A Government of Tamil Nadu Undertaking)

Industrial Estate, Orikkai, Kancheepuram 631 502

Phone: (044) 27237621
Fax : (044) 27237181

S.No.

Issued to:

TENDER SCHEDULE

Wax Sealed tenders are invited from the interested **Manufactures** for the supply of Silver Wire and Silver Thread to Tamil Nadu Zari Ltd., Kancheepuram for the month of **April '2009** as per the following specifications:

SILVER WIRE	SILVER THREAD
1.Silver Content 76% to 78%	1.Silver Content 55% to57 %
2.Copper Content 22% to 24%	2.Copper Content 16%-18%
3.Silver Purity 0.999	3.Silk Content 25%
4.Diameter 50 SWG/0.0254mm	4.Silver purity 0.999
5.Per 10 grams 1700/1800mtrs	5.Per Skein 2300/2400 mtrs.

TERMS AND CONDITIONS

RATE:

1. Rate shall be quoted per Kg of weight which shall be inclusive of all charges such as packing, freight, insurance if any, etc., and all central levies such as excise duty etc. but exclusive of Sales Tax, Surcharge on Sales Tax, CST, VAT etc., The local Sales Tax, Surcharge on S.T., CST etc. should be specified separately. The rate quoted shall be firm and fixed and no variation in price will be allowed on any account. Delivery to the destination shall be at the cost of the tenderer.

2. The rate should include weatherproof packing for transport of Silver Wire and Silver Thread. The Silver Wire and Silver Thread should be supplied in bobbins. Each bobbin should bear the Gross, Tare and Net Weight.

3. The price finalized shall be valid up to a period mentioned in the purchase order and the completion of supply of entire ordered quantity by the tenderer before that period. In case of quality failed quantity the tenderer should replace the quantity with in the specified period.

TENDERER

4. The tenderer shall be a manufacturer of Silver Wire/Silver Thread capable of supplying the required quantity as per the specification given in the tender schedule and deliver the supply at the specified destination. To prove as actual manufacturer of Silver Wire/Silver Thread, the tenderer should produce one of the following.

a) Certified copy of industrial licence/certificate issued by the authority concerned.

b) Professional tax paid to the local authorities for carrying on the manufacturing or trading activity.

c) Certificate issued by the Chartered Accountants regarding value of Silver and Silk used by the tenderer during the year 2006-2007.

d) Proof of Supply of minimum 100 Kgs of Silver Wire /Silver Thread to Tamil Nadu Zari Ltd, during 2003-2004 or 2004-2005 or 2005-2006 or 2006-2007.

DOCUMENTS TO ACCOMPANY THE TENDER

5. Proof of actual manufacturer or traders of Silver Wire/Silver Thread as per clause 4 above.

6. Proof of Income Tax PAN and filing of Income Tax returns for the year 2005-2006 and or 2006-2007.

7. Proof of Sales Tax Registration Certificate (GST & CST / TNGST)

8. Details regarding capacity of the firm per month. Minimum capacity of the firm should be either 50 Kgs of Silver Thread or 25 Kgs of Silver Wire per month.

9. Affidavit that the firm is not blacklisted by the States / Central Government Departments or affiliated units. If at any time before acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

EARNEST MONEY DEPOSIT

10. Tenderer must pay an Earnest Money Deposit of Rs.1,000/- (Rupees One Thousand only) in the form of Crossed Demand Draft drawn in favour of "Tamil Nadu Zari Ltd," from any Nationalized Bank/ Scheduled Bank payable at Kancheepuram.

11. Earnest Money Deposit will not be accepted in cash.

12. Tenders submitted without the prescribed EMD will be summarily rejected.

13. Earnest Money Deposit remitted shall not carry any interest.

14. The Earnest Money Deposit will be returned to the unsuccessful tenderers after finalisation of the tender based on the written request by the tenderers .In the case of successful tenders, the Earnest Money Deposit shall be adjusted for the Security Deposit payable by the tenderer.

15.The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the tenderer withdraws from his offer after submitting his tender or after his offer is accepted the tenderer fails to execute an agreement / contract within the prescribed date.

TENDER EVALUATION

16. Tenderers shall not make any attempt to establish unsolicited and unauthorised contact with Tender Accepting authority or Tender scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

17. Any tender once submitted shall remain in full force as submitted not-withstanding any modification, correction or cancellation made or attempted to be made in respect thereof by the tenderer or on his behalf whether on the ground of mistake or otherwise and any acceptance by the Managing Director, Tamil Nadu Zari Ltd.,of the tender as originally submitted or any part thereof shall be binding upon the tenderer not withstanding that the Managing Director, Tamil Nadu Zari Ltd had received notice of such modification, correction or alteration before acceptance of the tender by the Managing Director, Tamil Nadu Zari Ltd.

18. No changes in terms of contract as may be requested by the tenders including rates shall be entertained during the tender validity period which shall not less than 60 days

19 The Tender Accepting Authority and the Tender Scrutiny Committee may seek bonafide clarifications from the tenderers relating to the tenders submitted by them during the evaluation of tenders.

20. The Tender Accepting Authority shall cause an objective evaluation of the tenders taking into consideration the rates quoted in the tender document and the prevailing market rate for procurements and estimated rates.

21. After evaluation and comparison of tenders, the Tender Accepting Authority shall accept the lowest tender subject to the conditions mentioned in clause 22 to 25.

22. If the Tender Accepting Authority decides that the price of the lowest tender is higher with reference to the prevailing market rate, the Tender Accepting Authority may negotiate for a reduction of price with the lowest tenderer.

23. If the rates quoted by the lowest tenderer is below the estimated rate by more than 5%, the Tender Accepting Authority shall ask the tenderer to deposit the difference between the estimated rate and the lowest tender rate for the total quantity offered as additional security deposit in addition to security deposit before award of tender.

24. In case where the quantity offered at the lowest price is less than the total quantity required, the Tender Accepting Authority may, after placing orders with the lowest evaluated tender for the entire quantity offered by such tenderer subject to his ability to supply, adopt one or more of the following procedures to procure the balance quantity:-

i) The Tender Accepting Authority will negotiate with the next lowest tenderers 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) The Tender Accepting Authority will require all the other eligible tenderers 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 bidz 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 Tender Accepting Authority 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 tenderers, **the Tender Accepting Authority may decide not to procure beyond a price considered uneconomical although the entire quantity originally stated to be required in the tender documents is not ordered.**

iv) In cases where, the Tender Accepting Authority is of the view that the commodity to be purchased is so vital in nature and the failure in supply would affect the public interest and that it is necessary to have more than one supplier, the Tender Accepting Authority may place orders on the tenderer quoting the lowest evaluated price for not less than 60% of the quantity covered in the tender at the price quoted by him and place orders for the remaining quantity on the tenderers quoting the next lowest evaluated prices at the lowest evaluated price.

25. Not withstanding the provisions contained in clause 21 to 24, a price preference of upto 10% for the Public Sector Undertakings of Government of Tamil Nadu in respect of products and quantities manufactured by them will be allowed subject to the condition that the rates offered is not above the prevailing market rates.

QUALITY AND QUANTITY PARAMETERS

26. The approximate quantity covered under this tender are as follows.

Silver Wire = 150 Kgs
Silver Thread = 2000 Kgs

27. The quantities noted in the tender are approximate and order will be placed for the whole or subjected to variation of 25% either way of requirement indicated in the tender.

28. The successful tenderer should maintain the specified quality for the entire supply. If any of the supply do not meet the required specification as per the test report, such shall be rejected and the rejected supply shall be removed and replaced within 10 days from the date of intimation at the cost of the tenderer.

29. a) The supplied quantity will be subjected to quality test in vogue and also the tests that may be stipulated by the Commissioner of Handlooms and Textiles, from time to time to ensure quality standards as indicated in the specifications.

b) Regarding Silver wire/Silver Thread any defective/damage found due to manufacturing defects or damages due to transit/handling and it will be returned to the tenderers at their cost and the cost of the defective quantity will be deducted while making payment.

DELIVERY

30. The ordered quantity should be supplied within the period mentioned in the supply order. Conditions such as social functions, lockout, power cut, plant shutdown, abnormal increase in the bullion rates etc., will not be accepted as valid reasons for delay in the supply or non supply.

31. The invoice for the supplies should be in the name of the tenderer to whom orders are placed.

PENALTIES

32. Tenderers who are not fulfilling 50% of the allotted quantity of quality passed supplies will be debarred to participate in 12 subsequent tenders.

33. Tenderers who are not fulfilling 75% of the allotted quantity of quality passed supplies will be debarred to participate in 3 subsequent tenders.

34. In case the rejected supplies of suppliers are more than 50% during the supply period, the firm will be debarred to participate in 12 months subsequent tenders .

35. In case the rejected supplies are between 25% - 50% during the supply period, the firm will be debarred to participate in 3 subsequent tenders.

36. In the event of the failure of the successful tenderer to deliver the required quantity within the stipulated time, it shall be open to The Managing Director, Tamil Nadu Zari Ltd, to purchase from any other source at the prevailing market rates at the risk and responsibility of the successful tenderer and to claim any loss suffered by the Tamil Nadu Zari Ltd., in such transaction from the tenderer, besides forfeiting Earnest Money Deposit, Security Deposit and Additional Security Deposit.

37. The Managing Director Tamil Nadu Zari Ltd., reserves the right to grant suitable extension of time with penalty subject to his satisfaction that supplies will be completed during the extension or also to take action to terminate the contract if the supplies are not completed within the stipulated period of delivery.

DELIVERY POINT.

38. The tenderers to whom orders are placed should raise the invoice in the name of Tamil Nadu Zari Ltd, and send the parcels to Tamil Nadu Zari Ltd., Orikkai, Kancheepuram-631 502. After the quality check, the quality passed parcels will be accepted by the company. In case of any failure in quality, the parcels will be returned to the concerned supplier at their cost and at their risk. The Tamil Nadu Zari Ltd., Kancheepuram will not bear any loss on account of non-receipt of parcels (returned goods) by the tenderers.

PAYMENT

39.No advance payment will be made towards the supply. Payment will be settled by the Tamil Nadu Zari Ltd,directly to the suppliers by way of Account Payee cheque/Demand Draft normally in 90 days after getting the test report.

40.Payment shall be made for the passed quantity only to the tenderers to whom orders were issued.

41. If the payments are settled before 90 days of test report, the following cash discount will be deducted from the invoice.

For Silver Thread

i) Payment within 30 days
Rs.100 per Kg

ii) Payment for 31-60 days
Rs.50 per Kg.

iii) Payment for 61-90 days
Rs. 25 per Kg.

41. Income Tax and Surcharge if any will be deducted at source as per existing rules while effecting payment.

TENDER FORM

42. The tender should be in the prescribed form obtained from the Tamil Nadu Zari Ltd, Kancheepuram in the name of the intending tenderer. Tender form shall be obtained on payment of Rs.100 + 12.5% VAT by cash in person or Rs.100+12.5% VAT by Demand Draft drawn in favour of "Tamil Nadu Zari Ltd" Payable at Kancheepuram to get the Tender Schedule by post on all working days from 24-02-2009 to 30-03-2009 during office hours.

43. Under no circumstances the amount paid for the tender form shall be refunded nor is the tender form transferable.

TENDER PROCEDURE

44. Tenders should be sent in the prescribed form duly signed by the Tenderer. The tender form issued in the name of the intending tenderer/firm only should be used. If the form issued to others is used, such tenders will be summarily rejected.

45. Every page of the tender documents sold to the tenderer should be signed and enclosed along with the tender, in token of having accepted all the tender conditions.

46. Conditional tenders by the tenderers will not be accepted.

47. The person or persons signing the tender shall state in what capacity he/ she/ they are signing the tender. If an individual makes any tender, it shall be signed with his full name & designation and his address shall be given. If it is made by a firm, it shall be signed by all the partners of the firm or by a partner of the firm duly empowered or authorised to do so and the authorization / power of Attorney should also be enclosed.

48. If any tender is made a Corporation / Company / Society / Cooperative Society / Association of persons, it shall be signed by a duly authorised Officer, who shall produce with his tender satisfactory evidence of such authorization. Such tendering Corporation may be required to furnish evidence of its corporate existence before the contract is executed.

49. The rates quoted should be strictly as required in the schedule forming part of the tender forms. The rates should be neatly and legibly written both in figures and words strictly as in the schedule. Any correction, re-writing etc. in the tender form should be attested by the tenderer with full signature.

50. The tender should be submitted in two separate covers superscribing Cover "A" and Cover "B" as detailed below:

51.The Cover "A" should contain the following as detailed in the tender schedule.

a) Proof of actual manufacturer of Silver Wire/ Silver Thread

b) Proof of Income Tax PAN and filing of Income Tax Returns

c) Proof of Sales Tax Registration Certificate (GST & CST / TNGST)

d) Capacity details of the firm per month.

e) Earnest Money Deposit of Rs.1,000/- by Demand Draft drawn in favour of ***"Tamil Nadu Zari Ltd "payable at Kancheepuram.***

f) Affidavit that the firm is not blacklisted by any State/Central Government departments or affiliated units.

g) Duly signed terms and conditions for supply of Silver Wire/Silver Thread excluding rate schedule.

52. The eligible Tenderers from May 2003 tender onwards need not send the above details from a) to d) till March 2009 tender. However for every tender they have to send details from e) to g) compulsorily.

53. Cover "B" should contain price quotation and the quantity offered for supply of Silver Wire/ Silver Thread as per the enclosed rate schedule. The minimum quantity offered should be as given below

Silver Wire	=	25 Kgs
Silver Thread	=	50 Kgs

54. Cover "A" and Cover "B" should be wax sealed and placed in another Envelope and wax sealed cover superscribing "Tender for the supply Silver Wire/Silver Thread and addressed to:

The Managing Director,
Tamil Nadu Zari Ltd
Kancheepuram – 631 501.

55. The declaration in this tender schedule must be signed by the tenderer. Tenders received without signed declaration will not be considered.

<u>RECEIPT OF TENDERS:-</u>

56. The tenders completed as per clause 51 to 55 should be sent in Wax Sealed cover superscribed as "Tender for supply of Silver Wire/Silver Thread" to The Managing Director Tamil Nadu Zari Ltd, to reach before 3.00 P.M on 30-03-2009 as per Office clock. The tenders received by post or courier will also be accepted if they are received in time.

57. The Managing Director , Tamil Nadu Zari Ltd., is not however responsible for any delay/loss in transit in such cases. Tenders received after the specified date and time will not be accepted or taken up for consideration. The tenders submitted

by facsimile (fax) or by electronic mail shall not be accepted.

58. In case the tender receipt date as per clause 56 happens to be a public holiday for any reason, the tender will be received up to the same time on the following working day.

TENDER OPENING:-

59. The tender will be opened by the Tender Scrutiny Committee at 3.30 P.M on 31.03.2009 at the Directorate of Handlooms and Textiles, Kuralgam II Floor, Chennai –108. in the presence of the available tenderers or their authorised representatives. The authorised representative shall produce satisfactory evidence of authority of the tenderer to act on behalf of the tenderer at the time of opening the tender.

60. First Cover "A" will be opened. Tenderers who satisfy the conditions stipulated in the tender schedule and who has supplied all the documents / materials required in this tender schedule will be considered as qualified tenderers. Tenders of qualified tenderers alone will be considered for opening of price bid in cover "B" subsequently and the time of opening cover "B" will be intimated to the eligible tenderers.

61. The Managing Director,Tamil Nadu Zari Ltd reserves the right to reject any or all tenders without assigning any reason. The decision of the Managing Director Tamil Nadu Zari Ltd shall be final in all matters relating to this tender.

SECURITY DEPOSIT

62. The successful tenderer shall within 5 (five) days from the date of receipt of communication of acceptance of the order from the Managing Director Tamil Nadu Zari Ltd, should remit Security Deposit amount for 1% (One percent) of the value of the cost of the quantity accepted for supply by means of crossed Demand Draft drawn in favour of the "Tamil Nadu Zari Ltd,"obtained from any Nationalised Bank / Scheduled Bank and payable at Kancheepuram after adjusting EMD amount. Alternatively, based on the written request by the tenders, the unencumbered non-interest bearing deposits held by the tenderers with Tamil Nadu Zari Ltd will also be considered as security Deposits for the tenderers.

63. If the Security Deposit, is not paid within the time specified, the Earnest Money Deposit remitted by the tenderer shall be forfeited. Besides, Managing Director Tamil Nadu Zari Ltd., shall be entitled to recover from the tenderer, the consequential loss if any incurred on the purchase made in subsequent tender (or) re-tender.

64. If the rates quoted by the lowest tenderer is below the estimated rate by more than 5%, the Tender Accepting Authority shall ask the tenderer to deposit the difference between the estimated rate and the lowest tender rate for the total quantity offered as additional security within 5 days from the date of intimation.

65. The Security Deposit and the additional Security Deposit shall not carry any interest.

66. The Security Deposit and Additional Security Deposit will be refunded to the successful tenderers after successful completion of the contract based on the written request of the tenderes

DISPUTES AND APPEAL:

67. The decision of the Tender Accepting Authority on Tender transaction as per the terms and conditions and as per the Tender Act and Rules shall not be called in question in any court.

68. In case of disputes regarding shortages in packing, tampering of parcels in packing, quality etc., the decision of the Managing Director, Tamil Nadu Zari Ltd shall be the final.

69. In respect of matters not specifically mentioned in these clauses, the Managing Dirctor,Tamil Nadu Zari Ltd shall give reasonable instructions and directions on mutual consent. The successful tenderer shall comply with the same. Failure to

comply with the same shall constitute breach of terms and conditions. The Managing Director, Tamil Nadu Zari Ltd,will not be liable for any loss or damages whatsoever sustained by the successful tenderer.

70. Apart from the provisions specifically mentioned in this tender schedule, The Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules, 2000 will be followed in the Tender system.

DECLARATION

I / We, ……. having our office at ……. declare that I / We carefully read all the terms ad conditions of this tender floated by the Tamil Nadu Zari Ltd., Kancheepuram for the supply of Silver Wire/Silver Thread/Red Silk and abide by all the terms and conditions setforth therein.

Place :

Signature

Date :

Name in Block letters with Full address and Seal of the Tenderer.

APRIL '09

RATE SCHEDULE (COVER – B)

1. Name of the Tenderer :

2. Address :

3. RATE AND QUANTITY OFFERED :

		Silver Wire @ 76%-78%	Silver Thread @ 55% - 57%
i)	QUANTITY	Kgs……..…..	Kgs……..
ii)	Rate per Kg	Rs……	Rs……
		(Rupees……..	(Rupees……..
		…….	…….
		…… only)	…….only)

The rates quoted are for the specification given in the tender schedule and as per the terms and conditions.

Signature :
Name :
Seal :