
No:TSSDC/Prodn./Pur/2017-18

Dt:05-01-2018

TENDER NOTICE

Sealed tenders are invited from the reputed registered Manufacturers/ Suppliers to supply the following material with specifications mentioned against each item.

Sl. No.	Name of the Item	Quantity Required (in Nos.)	EMD (Rs.)
1	70kg. capacity DW Flour bags 102cm x 71cm; wt - 815 grams	75,000	3,00,000
2	4kg. capacity Non-woven bags 45cm x 30cm; wt - 30.55 grams (±) 1 gram; 100 GSM	6,00,000	1,25,000
3	Canvas Tarpaulins 24ft x 18 ft i.e., 120 GSM; wt. 26.80 kgs	500	2,00,000

Manufactures/Suppliers who have the registered manufacturers license certificate/ Supplier License are allowed to participate in the Tenders. The cost of Tender schedule of each item is **Rs.2,500 (Including taxes)** separately. The Tender Notice will be published in Telugu daily Newspaper in Namasthe Telangana, Telangana State and Anand Bazar Pathrika in Bengali language, Kolkata. on 05.01.2018.

Last date for selling Tenders	18-01-2018 upto 1.00 P.M.
Last date for receipt of tenders for technical bid & financial bid	18-01-2018 upto 2.00 P.M.
Date for opening of Technical bid	18-01-2018 at 3.00 P.M.
Date for opening of Financial bid	19-01-2018 at 11.30 A.M.

Manufacturers/Suppliers/their officials are permitted to purchase the tender documents by submitting their registered manufacturers license certificate/Supplier License. No other agency/persons are allowed to purchase the documents. The Tenderer should enclose D.D. towards EMD amount as indicated in the above statement along with the application for purchase of tender document.

Tender Schedule containing detailed specifications, terms and conditions will be available in the website: www.tssdcl.telangana.gov.in The tenderers should download the Tender Schedule from the website or who obtained in office also has to pay the tender schedule cost for each item individually and attach the cash Receipt to the tender schedule before submission.

For other details contact Manager(P&QC)i/c., Mb.No.9000005317(or) 7702301483(S.O.).

Sd/-
Managing Director

TELANGANA STATE SEEDS DEVELOPMENT CORPORATION LTD,
REGD.OFFICE:5-10-193, HACA BHAVAN, 2ND FLOOR, HYDERABAD-4.

* * *

TENDER SCHEDULE FOR SUPPLY OF
“CANVAS TARPAULIN”

Name of the Firm :

Tender Schedule Cost	Cash Receipt No./ Date	EMD Amount Rs. ps.
Rs.2500/- (Including Taxes)		

Last date for downloading and Sale Tender schedule	18-01-2018 upto 1.00 P.M.
Last date for submission of Tender	18-01-2018 upto 2.00 P.M.
Date for opening of Technical bid	18-01-2018 at 3.00 P.M.
Date for opening of Financial bid	19-01-2018 at 11.30 A.M.

From

To

The Managing Director,
TSSDC Ltd.,
Regd.Office:5-10-193,
HACA Bhavan, IInd Floor,
HYDERABAD – 500 004.

Ref: Your Tender Notice No:TSSDC/Prod n/Pur./2017-18, dt.05.01.2018.

1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexures-A&B' and agreed to abide by the same.

2. The procedure of tender opening:

The tenderer should submit two bids in separate sealed covers, duly mentioning the Item of supply on the covers.

- i) Technical bid along with samples which will be opened at the time of opening of tenders.
- ii) After Qualifying the Technical bid the Financial bid will be opened by the Purchase Sub-committee.

SIGNATURE & STAMP

DETAILS OF THE TENDERER (to be filled-up duly signed)

1. Name of the firm :
2. EMD :
3. Sales Tax Account No. / TIN No. :
4. GST No. :
5. C.S.T. No :
6. Valid upto :
7. Firms Reg.No. :
8. Partnership :
9. Sole Proprietor :
10. Co-operative Institution :
11. Govt. Under taking /
Public Sector Undertaking :
12. Income Tax Account No. :
(PAN No.) :
13. Previous experience :
14. Performance report for three years :
For the supplied quantities
i.e. 2012-13, 2013-14 & 2014-15

SIGNATURE & STAMP

NOTE: KEPT IN SEPARATE SEALED COVER.

FINANCIAL BID

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material CANVAS TARPAULINS in accordance with requisite specifications.
- a) We hereby offer to mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
- b) We shall be bound by despatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
- II. We have carefully considered all terms and conditions and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quote the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax etc to the different districts within Telangana State.

Name of the item	No. of Tarpaulins	Supply schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and pre-despatch inspection charges and other Taxes or charges applicable (per Tarpaulin) in Rs. Ps.
Canvas Tarpaulins 24ft x 18 ft i.e., 120 GSM; wt. 26.80 kgs	500	All units in the Telenagana State	

- c) We are aware that the time is the essence of the Contract.
- d) We are hereby stating that we are not black listed and no arbitration cases are lying pending with this office as on date.

SIGNATURE & STAMP OF THE TENDERER

NOTE: KEPT IN SEPARATE SEALED COVER.

TERMS AND CONDITIONS FOR PURCHASE OF CANVAS TARPAULINS

1. The size of the **Canvas Tarpaulin should be 24ft x 18ft. 120 GSM; wt. 26.80 kgs.**
2. The Tarpaulins should be supplied in good condition (i.e.) uniform in size, without damage, holes etc., and name and address of the supplier should be printed on four corners of the Tarpaulin.
3. If the Tarpaulins are not supplied as per the specifications, the same will be returned to the supplier and all the expenses (i.e.) loading, unloading, transport charges, demurrage charges etc., from their office to our office and back to their office should be borne by the supplier.
4. The Tarpaulins should be supplied to our Unit Offices (i.e.) anywhere in Telangana State within 15 days after receipt of the Purchase Order failing which the Corporation will purchase the required tarpaulins from other sources and the cost of purchase charges will be recovered from the bills of the firm.
5. The Corporation is not responsible, if the Tarpaulins are damaged or lost during transit.
6. Whenever the Tarpaulins are supplied to our Unit Office, the supplier has to bear all the expenses from their Office.
7. **EARNEST MONEY DEPOSIT:** The bidder has to deposit an amount of **Rs.2,00,000/-** in the form of Demand Draft drawn in favour of TSSDC Ltd., payable at Hyderabad at the time of purchase of Tender Document.
8. **SECURITY DEPOSIT:** The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.

9. **Pre-despatch Inspection:** The Tarpaulins will be subjected to pre-despatch inspection agency BIS approved (NABL) appointed by TSSDCL and any team appointed by Managing Director TSSDCL will be conducted at manufacturers mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer. Cost of all samples expended in tests shall be to the account of the seller.
10. **DELIVERY PERIOD:** The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in Telangana State or changes made from time to time.
11. **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:**
- i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
 - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.
 - iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.
 - iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not

delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

v) The Corporation reserves the right to forfeit Security Deposit including EMD for deviations in the Terms of Agreement and non fulfilling of terms and conditions.

12. The successful tenderer has to enter into an Agreement **for a period of 1 year** towards the supply of Tarpaulins on purchase basis as per the rate quoted and for one more year mutually agreed.
13. The Corporation reserves the right to accept or reject any or all the tenders without assigning any reasons.
14. The tender cover should be super scribed” Tender for the supply of Tarpaulins”. The sealed tender should be sent so as to reach this Office in time and the tenders will be opened as per the time mentioned in the tender notice.
15. Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
 - a) All offers without earnest money deposit will be rejected.
 - b) Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be considered.

N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.

16. The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
17. Only one kind of sample of size 1 Mtr x 1 Mtr will be provided by the supplier and the rate quoted should be as per the specifications of the sample.
18. Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

VALIDITY OF RATES:

19. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
20. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

ACCEPTANCE OF TENDERS:

21. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
22. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
23. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
24. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
25. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

OTHER CONTRACTUAL OBLIGATIONS:

26. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. The Telangana State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
27. The supplier shall not sublet or delegate this contract or part thereof without the written consent. But, the tenderer may without the consent of the Telangana State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
28. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
29. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

SUPPLIES AS PER SPECIFICATIONS:

30. (a). All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.

(b). The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
31. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

32. If any time during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

PAYMENTS :

33. All invoices shall be prepared in four copies and shall be signed by the supplier or by his authorised agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
34. The Corporation shall make 100% payment of each consignment within 30 days (Thirty days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

SETTLEMENT OF DISPUTES:

35. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
36. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
37. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Hyderabad and the courts at Hyderabad alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.

SIGNATURE & STAMP

SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS

1. The tenderers must be signed by a person competent to sign such document and should be duly witnessed.
2. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
3. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalization of the tender.
4.
 - i) Price quoted should be strictly in accordance with the Units specified other-wise quotations are liable to be passed over.
 - ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
5. If 'C' form any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.
"Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration No. Tender should invariably indicate their GST/CST Reg.No.
6. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
7. The tenderer should submit the Technical and Financial bids in two separate sealed covers. The Technical bid and Financial bid will be opened by the Committee, constituted by the Managing Director
8. **The Managing Director reserves the right to postpone/make any changes or cancel the Tender at any point of time without any prior intimation.**

SIGNATURE & STAMP

TELANGANA STATE SEEDS DEVELOPMENT CORPORATION LTD

Regd.Office: 5-10-193, 2nd floor, HACA Bhavan, Hyderabad – 500 004.

TERMS AND CONDITIONS ANNEXURE – A

- 1.1 The Tenderer should quote the rate per Tarpaulins inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ball pen, ink pen or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Hyderabad payable in favour of **TSSDC Ltd.**, HACA Bhavan, Hyderabad-4.
 - c) All offers without earnest money will be rejected.
 - d) Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.5 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.6 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.7 Only one kind of sample with rate will be entertained under each item.
- 1.8 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

VALIDITY OF RATES:

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

ACCEPTANCE OF TENDERS

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/sis/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

SECURITY DEPOSIT:

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the para No. 3 of Tender Terms and Conditions for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security

Deposit which is required under the terms and conditions of this tender.

OTHER CONTRACTUAL OBLIGATIONS:

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Telangana State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Telangana State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

SUPPLIES AS PER SPECIFICATIONS :

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.

(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

CONSEQUENT OF NON-SUPPLY & DAMAGES:

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

PAYMENTS :

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his authorised agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has

been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.

- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 30 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, TELANGANA STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Hyderabad.

FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

SETTLEMENT OF DISPUTES:

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.

- 10.2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Hyderabad and the courts at Hyderabad alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.

ANNEXURE - B

SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:

1. The tender must be signed by a person competent to sign such document and should be duly witnessed.
2. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
3. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
4. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
5. (i). Price quoted should be strictly in accordance with the Units specified other-wise quotations are liable to be passed over.
(ii). Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
6. If 'C' form any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.

"Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration No. Tender should invariably indicate their GST/CST Reg.No.
7. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
8. The Tender must be accompanied with four samples per each item.
9. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Tarpaulins, the Corporation have right to insist Bank Guarantee.

**TELANGANA STATE SEEDS DEVELOPMENT
CORPORATION LTD., 5-10-193, 2nd Floor, HACA
Bhavan, Hyderabad – 500 004.**

TSSDC LIMITED., UNIT ADDRESSES

Sl. No.	Addresses	Tel. No. / Cell No.
1	TSSDC Ltd., JEEDIMETLA (Village), Qutubullapur Mandal, Ranga Reddy Dist.	040-2239887 9849908758
2	TSSDC Ltd., Marrikunta (Village) Pebar Road, WANAPARTHY - 509 103 Mahabubnagar Dist.	9849908753
3	TSSDC Ltd., Sarangapur, NIZAMABAD - 503 186	08462-273154 9849908755
4	TSSDC Ltd., D.No. 7-2-84/A-1, Near Cham Gale, INdira Nagar, NIRMAL – 504 106 Adilabad Dist.	08734-245108 9849908756
5	TSSDC Ltd., H.No. 3-205-6-3, Kothapally (H), Jagityal Road, KARIMNAGAR - 505 001	0878-2239887 9849908754
6	TSSDC Ltd., Door No.2-65-49/1A, Madikonda Post, Dharmasagar Mandal, WARANGAL - 506 149	0870-2100447 9849908759
7	TSSDC Ltd., 2-3-96/19, Gold Complex, Gandhi Chowk, KHAMMAM - 507 003	08742-228298 9849908760
8	TSSDC Ltd., (S.M.F) Nandipahad – 508 207 Miryalaguda Mandal Nalgonda Dist.	08680-272815 9849908757
9	TSSDC Ltd., Near A.D.A Office, Jogipet, MEDAK Dist.	9849908758