



TELANGANA STATE WAREHOUSING CORPORATION

(A State Government Undertaking)

“Warehousing Sadhan” Behind Gandhi Bhavan, Nampally-500 001.

Phones No.24735533 / 44. FAX: 040-24735570

E-TENDER NO. TSWC/M2/145/Wooden Crates/Pur/2019-20

Date:25.01.2020

TECHNICAL BID

E-Tender Document

For

Supply of “Wooden Crates”

On ARC Basis

Warehousing Sadan, Behind Gandhi Bhavan, P.B. No.34,

Nampally, Hyderabad – 500 001. Telangana.

Phone: 040- 24735533 /44, FAX-040-24735560

E-mail: tswhc2015@ gmail.com

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FROM

The Managing Director,
Telangana State Warehousing Corporation,
2nd Floor, "Warehousing Sadan"
Behind Gandhi Bhavan, Nampally,
Hyderabad – 500 001.

TO

Dear Sir,

On behalf of the Telangana State Warehousing Corporation invite E-Tender for supply of Wooden Crates for one year commencing from the date of acceptance of tender subject to further extension by Three months on the same rates, terms and conditions at the option of the Corporation.

1. If you are in a position to quote for supply in accordance with the requirement stated in the attached schedule, please submit your tender/quotations to this office through the Corporation website www.tswc.co.in on the prescribed tender.
2. **Particulars and specifications:** The stores shall comply with and conform to the specifications given in Annexure.
3. **Preparation of tender:** The tenderers should submit tender documents, including invitation to tender intact, without detaching any page or pages duly filled and completed and signed on each page of tender form including the schedule.
4. **Signing of Tender:**
 - (a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the Schedule to tender are not fully filled in. Particular attention must be paid to the delivery dates and also to the particulars referred to in the conditions of the contract.

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(b) Tender and other documents connected with a contract must furnish the following information documents.

- (i) Whether it is being submitted by an individual, or a sole proprietary concern, or a partnership firm or a company registered under the Company Act or Registration of Societies Act and shall be signed, in case of a partnership firm, by all partnered their duly appointed attorney and, in case of companies, Societies by such directors/members of the Managing Committee or officers as may be duly authorized for this purpose.
 - (ii) Certificate of Competency/registration from the State Government/National small Industries Corporation (where applicable).
 - (iii) Licensed capacity.
 - (iv) Item manufacture and fabrication and
 - (v) Past experience.
5. **Earnest Money:** Each tender must be accompanied with an amount of Rs.3,00,000/- (Rupees Three Lakhs only) as furnished in Tender Notice as Earnest Money along with tender schedule in the form of online payment in favour of Managing Director, Telangana State Warehousing Corporation, Hyderabad – 500 001. Such tenders if not accompanied by Earnest Money shall be summarily rejected. In consideration of the Tender being permitted to tender and his offer being considered to the exclusion of the no-tenderer their Earnest Money shall be liable to be forfeited if the tenderer after submitting his tender resiles from his offer or modifies the rate or terms and conditions thereof in any manner.

The earnest money is also liable to be forfeited in the event of the tenderer's failure, after acceptance of his tender to furnish the requisite Security Deposit by the due date without prejudice to other rights or remedies of the Corporation, under the contract and law. Earnest money will be returned to all the unsuccessful tenderers as soon as practicable after decision on tenders. Earnest Money deposited by the successful tenderer shall be treated as part of the Security Deposit. No interest shall be payable on the Earnest Money in any case.

6. **Security Deposit:** The successful tenderer shall be required to deposit security of Rs 6,00,000/- (Rupees Six Lakhs only) within seven days of the receipt of that order failing which it shall be lawful for the Corporation to forfeit the Earnest Money and purchase the goods at the risk and cost of the successful tenderer if the tenderer fails to furnish the security in the above manner. Security Deposit will be accepted through online payment in favour of Managing Director, Telangana State Warehousing Corporation.

The S.S.I. or NSIC certificate holders will also have to pay the Security Deposit as per above rates.

- (a) The Security Deposit furnished by a tenderer shall carry no interest and would be subject to the condition that Corporation is not held responsible for any loss that may result from the failure of the Bank or from depreciation of the Security or from any cause
- (b) If the successful tenderer has previously held any contract furnished Security Deposit, the same shall not be adjusted against this tender and a fresh Security Deposit will be required to be furnished.

7. **Period of Delivery:** The supply ordered will be tendered for inspection within such time as may be specified in the order.
8. **Latest hour for receipt of tender:** Your tender must upload not later than 15.00 hours on the date of opening of the tender specified in the Notice Inviting Tender.
9. **Validity of Offers:** In consideration of the rates of premises award of the offer (Tender) shall remain open for acceptance without any modification in the rates or terms and conditions of tender for a period of 120 days from the date of opening of the tender and in the event of any breach of this condition, without prejudice to any other right or remedy of the Corporation the Earnest Money shall be liable to be forfeited.
10. The contract rates shall hold good for a period of one year from the date of acceptance of tender if the contract is not terminated earlier, and may be extended by three(3) months if so desired by the Corporation. You shall be bound to make supplies as desired by the Corporation. You shall be bound to make supplies at the contract rate of the contracted items of the stores in such quantities or numbers as the Corporation may place order from time to time up to the period of rate contract of further period of 3 months in the event of extension of the aforesaid period by the Corporation.
11. **Opening of Tender :** You are at liberty to be present or authorize a representative to be present at the opening of tender at the time and date as specified. If the date fixed for receipt of tender and opening of tender is declared a holiday, the tender will be receipt and opened at the same times on the next working day following the holiday or holidays.
12. **Rates:** Rates shall be quoted in units/quantity, F.O.R. destination Rail Head/FOR Site basis anywhere in Telangana on Railway's /Carrier's risk under clear R/R/GR freight prepaid by goods train/Road transport covered adequately by insurance, and must be inclusive of Central and State Sales Tax, if any livable.

Excise Duty and all other taxes, cost of packing, handling and insurance charges, it is clearly understood that the Corporation shall not be required to submit any form prescribed under any Sales Tax Act for the time being, in force for the purpose of claiming any exemption from the payment of the Sales Tax livable.

The Corporation shall not submit form 'C' or 'D'. An insurance cover to cover the damage, loss, theft, etc., of the stores/supplies in transit shall be taken in the name of the Corporation. In the event of loss, the contractor shall have to pursue the claim with the Insurance Company for the recovery of the compensation unless otherwise desired by the Corporation in writing.

13. The Corporation does not bind itself to purchase any/all the quantity and to accept the lowest tender and reserve to itself the right to increase or decrease the quantity and to accept or reject any or all tenders without assigning any reason thereof. The quantity/numbers shown in the schedule is only approximate. It can be increased or decreased at the sole discretion of purchaser and/or supply splitted among more than one tenderer.
14. The Corporation is not bound to accept tender in respect of all items of stores and reserves the right to accept the tender in respect of one or more item of stores.
15. Acceptance by the Corporation will be communicated by telegram or by express letter or by ordinary letter. In case where telegram or express letter communicates acceptance, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the telegram/express letter should be acted upon immediately. By the issue of communication of acceptance the contract for supply of commodities/articles/equipments referred therein will come into existence. You will, however be required to enter into a formal agreement on non-judicial stamp paper of appropriate value in the enclosed form within seven days of the receipt of acceptance.

Yours faithfully,

Sd/-
GENERAL MANAGER (M&QC)

AGREEMENT

The agreement on this _____ day 2020 between the Telangana State Warehousing Corporation , 2nd floor, Warehousing Sadan, Behind Gandhi Bhavan, Hyderabad –1 established Under Warehousing Corporation Act,1962(herein after called the Corporation) and M/S _____ a* partnership firm, consisting of Partner, namely(1) _____ (2) _____ a* Company registered under the Indian Companies Act/Individual carrying business in the name and style of _____(herein after called for the supplier which term shall include, unless repugnant to the context his/heirs and legal representatives, executor/administrators and successors.

Whereas the Corporation being in requirement of _____

_____ had invited tenders for the supply thereof by tender No. _____ WHEREAS the rate/rates submitted by the supplier in his/their its letter dated _____

has/have been accepted by the Corporation, vide the Communication No. _____

_____ dated _____

It is hereby witness:

The terms and conditions incorporated in tender notice No. _____

_____ form integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of _____

to be made by the supplier to the Corporation, at the rates specified in the letter dated _____ of the supplier, and the said letter of the supplier is to be referred to only for the purpose of rates.

In witness whereof the parties have set their signatures on the date above written.

Witness Suppliers Address Signature _____

For and behalf of T.S.W.C

* Strike out whichever is not applicable.

AGREEMENT

The agreement on this **day of** '2020 between the A.P. Telangana State Warehousing Corporation , 2nd floor, Warehousing Sadan, Behind Gandhi Bhavan, Hyderabad -1 established under Warehousing Corporation Act,1962(herein after called the Corporation) and **M/S** I individual carrying business in the name and style of **M/S** (herein after called for the supplier which term shall include, unless repugnant to the context his/heirs and legal representatives, executor/administrators and successors.

Whereas the Corporation being in requirement of Wooden Crates had invited tenders for the supply thereof by tender No. , dated WHEREAS the rate/rates submitted by the supplier in his/their its letter dated has/have been accepted by the Corporation, vide the Communication No. .

It is hereby witness:

The terms and conditions incorporated in tender notice No. , dated form integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of Wooden Crates to be made by the supplier to the Corporation, at the rates specified in the letter dated of the supplier, and the said letter of the supplier is to be referred to only for the purpose of rates.

In witness whereof the parties have set their signatures on the date above written.

Witness Suppliers Address Signature _____

For and behalf of T.S.W.C

SPECIFICATION FOR WOODEN CRATES

1. No of crates required is about approx. **10,000** No's, each piece of Wooden Crate shall be 5'X3' in size.
 2. Any of the species of wood as given in Annexure-I or any other wood of comparable sufficient strength (min 80). There shall be no joints in any of the members.
 3. The wood shall be reasonably dry such that the shape of the frame may not be altered due to driage of wood subsequently.
 4. No button shall have loose or decaying knots, as these will endanger structural strength and stability.
 5. Decayed or infested wood shall not be used, splits and cracks that would affect the strength of member shall not be used.
 6. Each wooden pallet/crate shall be made out of five top and five bottom scantlings of $2\frac{1}{2} \times 2\frac{1}{2}$ "in section. The lower scantlings shall be 3 ft long and uniformly spaced. The top scantlings shall be 5 ft and uniformly spaced and nailed to from a rectangular crate.
 7. Each crate shall be properly nailed to make the frame rigid with number of mild steel nails of 6" length and 5 mm thickness. There shall be at least two nails at all edge joints driven in the pattern shown in the diagram. Each nail shall be properly clinched 25 mm on the lower side and flushed with the scantling. The clinching of nails shall be done in a direction, which is at right angle to the direction of the grain of timber. The nail head shall be driven 3.2 mm (1/8") inside the wood (41 nails in all).
 8. Surface coating of Solinum paint is required.

DIAGRAM

**LIST OF APPROVED WOOD-SPECIES (CO-EFFICIENT STRENGTH
MINIMUM 80)**

S.No	Botanical Name	Trade Name	Durability	Co-efficient (As per IS: 401-1982)	(As per IS: 399) strength Class for Constructional purposes
1.	2.	3.	4.	5.	
1.	Acacia nilotica	Babul	II	105	
2.	Albizia procera	Safed siris	I	85	
3.	Altingia excelsa	Jutill	II	105	
4.	Anogeissus latifiolia	Axlewood (Bakli)	I	95	
5.	Albizia odoratissima	Kala-siris	I	120	
6.	Albizia lebbeck	Kokko	I	90	
7.	Aphanamixis polystachya	Pitraj	I	90	
8.	Atrocarpus chaplasha	Chaplash	I	80	
9.	Atrocarpus ilissatus	Aini	I	90	
10.	Castanopsis spp.	Indian Chastnut	II	90	
11.	Cassia fistula	Amaltas	II	110	
12.	Calophyllum elatum	Pooh	II	85	
13.	Cedrus deodar	Deodara	I	80	
14.	Careya arborea	Kumbi	I	80	
15.	Jhukrasia tabularis	Chukrassi	II	80	
16.	Dalbergia sissoo	Sheeham	I	85	
17.	Daibergia letifolio	Rone Wood	I	90	
18.	Dipterocarpus indicum/ indicanus	Gurjan	II	105	
19.	Eucalyptus globulus	Blue Gum	I	120	
20.	Grewia tiliifolia	Dhaman	II	125	
21.	Gluta travancorica parviflora	Giuta	I	105	
22.	Hopea glabra	Hopea	I	120	
23.	Lagerstroemia speciosa parviflora	Jarul	II	95	
24.	Measua ferrea	Mesua	I	150	
25.	Lagerstroemia speciosa	Jarul	II	80	
26.	Lagerstroemia hypoleuca	Pyinma	I	80	
27.	Lagerstroemia lanceolata	Benteak	I	95	
28.	Palaquium ellipticum	Pali	II	95	
29.	Pooclooiicuron indicum	Bollngl	I	145	
30.	Pterocarpus marasupium	Bijasal	I	100	
31.	Pterocarpus dalbergioides	Padauk	I	105	
32.	Quercus spp.	Indian oak	II	110	
33.	Shorea robusta	Sal	I	120	
34.	Soymida febrifuga	Rohini	I	130	
35.	Schleichera oleosa	Kusum	II	140	
36.	Tectona grandis	Teak	I	100	
37.	Terminalia manil	Black Chuglam	II	100	
38.	Terminalia chedula	Myrobalan	II	105	
39.	Xylia xylocarpa	Irul	I	105	
40.	Terminalia paniculata	Kindal	I	95	

I=High; II = moderate

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**RATE QUOTED FOR COST OF WOODEN CRATE AS PER THE
SPECIFICATIONS GIVEN IN THE TENDER SCHEDULE**

S.No	Name of the Wood to be used to make the crate	Rate per each Crate Rs. Ps (Figures/Words) with painting / without painting
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1. Tenderer should supply a sample crate at the time of submitting tender.
 2. Tenderer should give a schedule of supply i.e., how much they will supply in a week as below;

Week	No. of Crates
	to be supplied
1 st week	-----
2 nd "	-----
3 rd "	-----
4 th "	-----
Every week from	
5 th week onwards	-----

SIGNATURE OF THE TENDERER

ADDRESS:

Two horizontal lines for handwriting practice, consisting of a top solid line and a bottom dashed line.

Phone No: _____

APPENDIX – I

GENERAL CONDITIONS OF CONTRACT

Definitions and interpretation:

- (1) In the contract and the General and special conditions governing it, unless the context otherwise requires:
- (a) ‘Acceptance of Tender’ means the letter/memorandum communicating to contractor the acceptance of his tender, and includes an advance acceptance of his tender telegraphically.
 - (b) “Corporation” means the Telangana State Warehousing Corporation established under Section 58 of the Warehousing Corporation Act, 1962.
 - (c) “Consignee” includes the officer to whom the stores are required to be dispatched by rail, road or steamer.
 - (d) “Contract” means the invitation to tenor inclusive of instructions to tenderers, and subject to such subsequent modifications if any, the rates quoted by the tenderer in the tender acceptance or tender, the general and special conditions annexed to the invitation, of Tender and such other conditions, if any, as may be mutually agree upon in all writing. No terms and conditions of mentioned in the tender of tenderer which is inconsistent with invitation of the tender and general conditions of contract shall be deemed to the part of the contract unless it is expressly agreed to by communication of the acceptance of the tenders.
 - (e) “Contractor” means the person with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be.
 - (f) “Inspecting Officer” means officer(s) of State Warehousing Corporation/other Agency authorized for the purpose of inspection of the stores or work under the contract.
 - (g) “Material” means anything used in the manufacture or fabrication of the stores.
 - (h) “Stores” means the goods specified in the Schedule, which the contractor has agreed to supply under the contract.
 - (i) “Unit and Quantity” means the unit and quantity specified in the Schedule.

(2) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.

II. (a) Parties:

- (a) The parties to the contract are the contractor and the Telangana State Warehousing Corporation having its Head Office 'Warehousing Sadan', Behind Gandhi Bhavan, Nampally, Hyderabad – 500 001.
- (b) Address of the Contractor and Notice and Communication on behalf of the Purchasers.

For all purposes of the Contract including arbitration there under, the address of the contractor mentioned in the tender shall be the address at which all communications and notices addressed to the contractor shall be considered to be duly served if the same shall have been delivered, letter posted by registered post, unless the contractor notified a change by a separate letter sent by Registered Post Acknowledgement due to the Head Office, Telangana State Warehousing Corporation, Behind Gandhi Bhavan, Nampally, Hyderabad – 500 001.

III. Authority of the Managing or an Officer acting on behalf of him.

For all purposes of the contract including Arbitration proceedings there under the Managing Director of the Corporation or any other Officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the purchaser.

IV. Responsibility of the Contractor for Executing the Contract.

1. **Risk in the stores:** The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants, carrier, or in the joint, possession of the contractor, his agents or servants and the purchaser, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination. The Contractor shall be responsible for all loss, destruction, damage or, deterioration of or to the stores arising from any agency what so ever while the stores after approval by the Inspecting Officer are awaiting eparch of delivery of are in the course of transit to the consignee. The Contractor shall alone be entitled and responsible to make claim against the Railway administration or other carrier in respect of non-delivery, short delivery, misbeliever, loss destruction damage or deterioration of goods entrusted to such carrier by the contractor for transmission to the consignees.

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2. **Consignee's right of rejection:** Not notwithstanding any approval which the inspecting officer of the Corporation may have given in respect of the stores or any materials or other particulars or the work of workmanship involved in the performance of contract (Whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer/ it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portions or consignment thereof within a reasonable time after actual delivery thereof to him at the place of destination specified in the schedule if such stores or part portion or consignment thereof is not in all respects in uniformity with the specifications whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Provision contained in the clause relating to the removal of stores rejected by Inspecting Officer shall mutatis mutate apply to stores rejected by the consignee as herein provided.

3. **Subletting and Assignment:** Save with the previous consent in writing of the Corporation, contractor shall not in any manner sublet, transfer or assign the contract or any part thereof or interest therein what-so-ever.
4. **Assistant to the Contractor:** The contractor shall be solely responsible to procure all the material required for the fulfillment of the contract.

V. Quotations of rates by Contractor:

1. The price quoted by the contractor shall be reasonable and not be higher than the price usually charged by contractor for stores of the same nature, class or description, to the other purchasers.
2. If it is discovered that the contractor has contravened the above conditions than without prejudice to any other action, which might be taken against him, the Corporation shall have the right.
 - (1) Revise the price at any stage so as to bring it in conformity with the price charged to other purchasers and to pay for the stores already supplied and finally accepted at the rates so revised (2). To terminate the contract in its entirety or in part in case when the part of the stores has already been supplied and accepted and in the event the contractor will not be entitled to claim any compensation from the Corporation for the contract or any part thereof so cancelled.

VI. Security Deposit.

- (i) On acceptance of the tender, the contractor shall at the option of the Corporation and within the period specified by it furnish such Security Deposit for due performance of the contract as required to be payable under the contract as the Corporation may specify and the security shall be in the form of Demand Draft drawn in favour of the Managing Director, Telangana State Warehousing Corporation or deposited in cash with the Corporation.
- (ii) If the contractor having been called upon by the Corporation to furnish security fails to do so within the specified period it shall be open to the Corporation -
 - (a) To recover from the contractor the amount of such Security Deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Corporation, or.
 - (b) To cancel the contract and to forfeit the Earnest Money without prejudice to its further rights to purchase or authorize to purchase of the stores at the risk and cost of the contractor.
- (iii) The Security Deposit shall carry no interest and no claim shall lie against the Corporation in respect of interest under any circumstance.
- (iv) If the contractor fails or neglect to observe or perform any of his obligations under the contract, it shall be open to the Corporation to forfeit either in whole or a part, in its absolute discretion, the Security Deposit furnished by the Contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses, or cost that may be suffered or incurred by the Corporation. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents and absolute "No Demand Certificate" in the prescribed form the Corporation. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents and absolute "No Demand Certificate" in the prescribed form the Corporation shall refund the Security Deposit prescribed form the Corporation shall refund the Security Deposit within the period of six months of the receipt of supplies at destinations in conformity with the specifications and other terms and conditions, after deducting all costs and other expenses that the Corporation may have incurred.
- (v) The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the contractor.
- (vi) In the event of the Security deposit being insufficient or if the Security has been wholly forfeited the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due, or which at anytime thereafter may become due to the contractor under this or any other contract with the Corporation. Should that same also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.

VII. Specifications etc.

1. The stores shall be of the best quality and shall conform to relevant ISI specifications, if any, in force at the time of placing of the order, and shall otherwise be in accordance with the particulars specified in the schedule as per Annexure unless any deviation has been expressly specified in the acceptance of the tender. The stores shall further be in all respects acceptable to the Inspecting Officer and/or the Corporation.
2. In particulars and without prejudice to the foregoing condition when tenders are called for in accordance with the particulars, the contractor's tender to supply the stores in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof.

VIII. Special conditions of Sale:

- (i). **Guarantee:** The contractor hereby guarantees that the stores sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with specifications and particulars specified in the schedule enclosed hereto and the contractor hereby further guarantees that notwithstanding any inspection and approval of the purchase (Inspector) of the said stores. If during the Guarantee period specified in the Schedule to tender the said stores be discovered not to conform to the description of quality aforesaid or have deteriorated and the decision of the purchaser in that behalf will be final (conclusive). The purchaser will be entitled to reject the said stores or such portion thereof as may be discovered not to conform to the said description and quality and on such rejection the stores will be at the Contractor's risk and all the provisions herein contained relating to rejection of goods e.t.c., or such portion thereof as is rejected by the purchaser shall apply and the contractor shall pay to the purchaser for such damage as may arise by reason of the breach of condition herein contained nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise in law.
- (ii) For a period as specified in clause (i) from the date of delivery of the item/equipment/chemical the contractor shall be responsible for any defects that may develop under the conditions provided for the contract and under proper use, arising from faulty materials, design or workmanship the machine/equipment chemical but not otherwise and shall remedy such defects at Contractor's own cost when called upon to do so by the purchaser who shall state in writing in what respect the item/equipment, chemical is faulty. If it becomes necessary for the contractor to replace or renew any defective parts, the parts so replaced

and renewed until the expiry of three months from the date of such replacement or renewal or until the end of the period of guarantee whichever may be later the contractor shall undertake to make good the same within a reasonable time. If any defects not remedied within reasonable time, the purchaser may proceed to get the defects remedied at contractor's risk and expense but without prejudice to any other right, which the purchaser may have against the contractor in respect of such defects.

If the replacement or renewal are so such character as may affect the efficiency of the machine/equipment/chemical the purchaser shall have the right to give to the contractor within one month from such replacement or renewal, notice in writing that tests and completion will be carried out and should such tests show the machine/equipment/chemical does not infringe the guarantees given in the contract the cost of the test shall be borne by the purchaser, otherwise the cost of the tests shall be borne by contractor.

- (iii) Service Facilities : The contractor undertakes to provide free servicing facilities as decanters where such facilities exist or depute duly authorized agents to render the same when called upon to do so in respect of machine equipment for a period of twelve months from date of supply.

The contractor also guarantees the availability of spare parts, components of the machine/equipments for a period of one year from the date of the supply and such spare parts/components shall be offered to Telangana State Warehousing Corporation.

IX. Packing:

1. The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail road indicated in the annexure-I so ask to ensure their being free from loss or damage physical or chemical on arrival at their destination.
2. Unless otherwise provided in the schedule all containers including packing cases, boxes, tins, drums and uncapping in which the contractor supplies the stores shall be considered as non-returnable and their cost as having been included in the contract prices.
3. Without prejudice to other rights under this contract or otherwise, the Inspecting Officer may reject the stores that are not packed and or marked as aforesaid and in case where the packing materials are separately prescribed in such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the contractor.
4. Each consignment shall contain a packing note specifying the name and address of the contractor, number and date of the acceptance of tender supply order and the designation of the purchase officer issuing the supply order the description of stores and the quantity contained in such consignment.

Delivery:

1. The contractor shall deliver the stores in accordance with the conditions of the contract at the time and the place and in the manner specified in the schedule.
2. Passing of Property: Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee as the case may be in accordance with the condition of the contract. In case, were local delivery or free delivery at the specified destination is stipulated, state the Railway receipt, consignment notice, or the bill of lading, Warehouse Certificate as the case may be, in accordance with the terms of the contract.
3. The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor.
4. The time or the date for delivery is the essence of the contract.
5. Facilities to the Inspecting Officer: The contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer or such other Officer as may be nominated by the Corporation for the purpose and assisting the progress of the deliveries under the contract.
6. The purchaser shall not be bound to apply for delivery but the contractor shall where the stores are ready for inspection and test, send a notice in writing, specifying the place where inspection is offered to the concerned officers of the Corporation who shall on receipt of such notices notify to the contractor, the date and time when the stores could be inspected.
7. Failure and Termination: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the corporation may without prejudice to the rights of the purchaser to recover damages for breach of the contract, may exercise either of following options:
 - (i). Recover from the contractor, such percentage not exceeding 10% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period; or
 - (ii) Purchase authorized the purchase elsewhere without notice to the contractor on this account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are in the opinion of the Corporation, which shall be final not readily routable) without canceling the contract in respect of the installments not yet due for delivery; or

- (iii) Cancel the contract or portion thereof and (i) purchase stores not so delivered or others, or similar description which stores exactly complying with particulars are not in the period of the Corporation, which shall be final, readily procurable) at the risk and cost of the contractor and where action as taken under sub-clause (ii) above and sub-clause (iii) the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchases or an agreement to purchase such is made incase of failure to deliver the stores within the period fixed for such delivery in such schedule, within six months from the date of such failure and in case of repudiation of contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The contractor shall not be entitled to any gain of such purchase and the manner and method of such purchase shall be in the entire discretion of the Corporation. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor and claim difference between the contract price and the price prevailing at the time of breach of the contract.

Whenever any claim for the payment of a sum of money arises out of or under the contract, against the contractor, the Corporation shall be entitled to recover such sum by appropriating the while or in part the security deposited by the contractor. In the event of security being insufficient, the balance shall become immediately recoverable from the contractor and till realization of such amount from the contractor, the Corporation shall have lien on all unpaid bills of the contractor whether relating to this or any other contract of the contractor with the Corporation and also on Security Deposit and Earnest Money relating to other contract.

8. **Notification of delivery:** Notification of delivery or dispatch in regard to each and every installment shall be made to the purchase officer. The contractor shall further supply to the consignee, packing accounts quoting numbers of the acceptance of the tender and or supply order and date of dispatch of the stores. The Railway Receipt or the consignment note shall be sent to the consignee by registered post immediately on the dispatch of store. The contractor shall bear and reimburse to the purchaser demurrage charges if any paid by reason of delay on the part of the contractor in forwarding the Railway Receipt or the consignment note as the case may be.

I. Inspection and Rejection:

1. **Facilities for Test and Examination:** The contractor shall, at his own expense, offer to the Inspecting Officer all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores are being/or have been manufactured in accordance with specifications/samples, the Inspecting Officer shall have full and free access at any time during the execution of the contract to the contractors works for the purpose aforesaid and he may require the contractor to make any arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer.

The Corporation may at his discretion; draw random samples in respect of the supplies made by the Contractor and get them tested by any ISI recognized laboratory. The entire cost of such test shall be borne and paid by the contractor to Corporation. If such analysis reveals that the material supplied is not in conformity with the specifications, the supplier shall pay such compensation as may be decided by the Managing Director whose decision in the matter shall be final and binding.

2. **Cost of Test:** The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to be made on the contractor's premises and the contractor shall bear and pay all costs attendant thereto.
3. **Method of Testing:** The Inspecting Officer shall have right to adopt such manner and method of testing as he may think fit and proper and the contractor should not be entitled to question such manner or method on any grounds whatsoever.
4. **Delivery of Stores for Test:** The contractor shall also provide and deliver for test, free of charge, at such place other than his premises ask the Inspection Officer may specify such material or stores as he may require.
5. **Inspecting Officer:** Final authority, and to certify performance, the Inspecting Officer shall have the power.
 - (i) Before any stores of apart thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.
 - (ii) To reject any stores submitted as not being in accordance with the particulars.
 - (iii) To reject the whole or the installment tended for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he is satisfied that some is unsatisfactory.
 - (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.
7. **Consequence of Rejection:** If on rejection of any of stores by Inspecting Officer of consignee at the destination, the contractor fails to make satisfactory supplies at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery the Corporation shall be at liberty to:-
 - (j) allow the contractor to resubmit the stores in replacement of those rejected within a specified time, the contractor bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account; or

- (ii) Purchase the quantity of the stores rejected either of these amen description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily available) without notice to the contractor at this risk and cost and without effecting the contractor's liability as regards the supply of further installment due under the Corporation; or
 - (iii) Cancel the Contract and (a) purchase the stores of the same description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily available) at the risk and cost of the contractor or (b) claim difference between the contractor price or the price prevailing at or about the time of breach.
8. **Inspecting Officer's Decision as to Rejection:** The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.
 9. **Notification of Result Inspection:** Unless otherwise provided in the specification in the schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the contractor.
 10. **Marking of Stores:** The contractor shall if so required at his own expenses mark or permit the Inspector to mark all the approved stores with a recognized purchaser's mark.
 11. **Removal of Rejections:**
 - (a) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject to hereinafter provided within fourteen days of the date of receipt of intimation of such rejection.
 - (b) Such rejected stores shall under all circumstance lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the periods aforementioned, the Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as the Corporation or Inspecting Officer may select, or dispose of such stores at the contract's risk on his account and retain such stores at the contractor's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection within such disposal. The purchaser shall also be entitled to recover handling and storages for the period for which the rejected stores are not removed.
 12. **Inspection Notes:** On the stores being found acceptable by the Inspecting Officer he shall furnish the contractor with necessary copies of Inspection Notes duly completed, for being attached to the contractor's bill in support thereof.

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XII. Recovery of Sums Due:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractors, the Corporation shall be entitled to withhold the Security Deposit and shall have a lien over the same pending finalization or adjudication of any such claim in the event of security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Corporation shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above, by the Corporation will be kept with-held or retained as such by the Corporation till the claim arising out of or under the contract is determined by the Arbitrator, (if the contract is governed by the arbitration clause) or by the competent court, as the case maybe and that the contractor will have not claim or interest on damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractors a partnership firm, the Corporation shall be entitled to with-held and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner, whether in his individual capacity or otherwise.

Explanation: The provision of the above said clause will fully apply to the cases where the contractor has furnished the bank guarantee in lieu of Security Deposit, and or any of the above eventualities arising, the Corporation, shall be entitled to claim from the bank the full amount of the guarantee and retain and deal with it in the manner provided in the above clause.

XIII. Payment under the contract:

1. Unless otherwise agreed upon between the parties, payments for delivery of the stores will be made on submission of bills in accordance with the instructions given in the "Acceptance of Tender" by a cheque or demand draft on any Branch of the State Bank of India or any other nationalized/Scheduled Bank.
2. payment for the stores or for each consignment thereof, will be made to the contractor on submission of bills directly and not through any bank or other agency, by the Corporation in the following manner:-

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(i) 90% of the price of the stores of each consignment there of shall be paid on proof of dispatch to the consignee on production of an Inspection Note issued by the Inspecting Officer and of insurance cover to cover all risks in transit. The number and date of the Railway Receipt on the consignment note under which the goods charged for in the bill are dispatched to the consignees shall be quoted in the bill. In such contract where Central Sales Tax or Sales Tax or any other tax is payable and is claimed separately in the bill, following certificate should be furnished in the bill itself.

Certified that the goods on which Sales Tax has been charged have not been exempted under the central sales tax act or the State Sales Tax Act or the Rules made there under, and the amounts charged:-

*On account of Sales Tax on these goods are not more than what is payable under provision of the relevant Sales Tax Act or the rule made there under.

Certified further the we are registered as dealers in the State of
Under local registration No. Dt.

Under Central Registration NO. Dt.

For purpose of Sales Tax/excise Dt.

- (iv) The balance 10% shall be paid within 60 days of receipt of the stores or each consignment thereof in accordance with the terms of the contract, in good condition, by the consignee with a certificate, in good condition, by the consignee with a certificate to that effect endorsed on the copy of the Inspection Note by consignees which shall accompany the bill submitted by the contractor.
- (v) In all case of local delivery full payment shall be made on submission of 'Final 100% Bill' supported by the inspection certificate of the Corporation,

XIV INDEMNITY

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent registration of design or trade mark provided always that in the event of any claim in respect of alleged breach of the patent or registered design or trade mark being made against the purchase, the notify to the contractor the same purchaser shall and the contractor shall at his own expenses any either settle any such dispute or conduct at his own expense litigation that may arise there from.

XV. Insolvency and Breach of Contract:

The Corporation may at any time by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:-

- (i) if the contractor, being an individual or if a firm any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take proceedings for compensation under any insolvency Act for the time being in force or made any conveyance or assignment of his effects or enter into any arrangements of compensation with his creditors or suspend payment or if the firm be dissolved under the partnership Act, or
- (ii) If the contractor being company is wound voluntarily or by the order of a court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstance shall have arisen which entitle the Court or Debenture holders to appoint a receiver, Liquidator or Manager; or

Provided always that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the purchase.

XVI. Arbitration:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever except as to any matter the decision of which is expressly provided for in the contract, shall be referred to the sole arbitration of the Managing Director or some other person appointed by him willing to act as such Arbitrator, it will be no objection to any such appointment that he had to deal with the mater to which the contract contractor relates and the, in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute of difference. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a terms of this contract that in the event of such Arbitrator to whom the matter is originally referred being or transferred vacating his office or being unable to act for any reason, the State Warehousing Corporation at the time of any reason, the State Warehousing Corporation at the time of such transfer vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms another person to act as Arbitrator in accordance with the terms of this contract such person shall be entitled to proceed with the reference from the stat at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by the Managing Director, Telangana State Warehousing Corporation, Hyderabad as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitration at all. The Arbitrator shall give reasons for Award.

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Provided further that any demand for arbitration in respect of any claim (s) of the contractors, under the contract act shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim(s) of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

It is further provided that the Arbitrator may, from time to time with the consent of the parties, enlarge the time for making and publishing the Award.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties, fixing of date of the first hearing.

The work under the contract shall if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The cost of arbitration shall be borne the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of dispute or difference referred to him.

Subject as aforesaid to Arbitration Act, 1940 shall apply to the Arbitration Proceedings under this clause.

E-TENDER NO. TSWC/M2/145/Wooden Crates/Pur/2019-20

CHECK LIST TO BE UPLOADED/SUBMITTED BY THE TENDERER

Sl.No	Clause	Yes/No
1	Proof of the Constitution of the business entity whether it is an individual or sole proprietary concern, or a partnership firm or a company registered under the Companies Act or a society registered under the Cooperative societies Act.	
2	The Certificate of registration issued by the National Small Industries Corporation (wherever applicable).	
3	Proof of authorization by the State Forest Department.	
4	Copy of supply orders for past experience along with certificate from customer for completion of supply.	
5	Integrity Pact duly signed by the tenderer as per Appendix-VI.	
6	Proof of deposit of tender cost.	
7	Proof of deposit of EMD.	
8	Particulars of the person authorized to deal/upload the tender document	
9	U.T.R Details of transaction.	
10	Whether the bidder is MSE registered or not. If yes, a) Proof of Registration as per Clause 20. b) Whether owned by SC/ST If yes, Authenticated document in support of their claim	
11	Annexures I to VI	

