TENDER NOTICE NO. 2013 / PS1/2013

TENDER DOCUMENT FOR THE SUPPLY OF Foam Mattress & Foam Pillows.

COST OF FOAMS: Rs. 525/-including Taxes.

Rs.575/- through post
Free of cost if downloaded from
www.tamilnadutourism.org
and
www.tenders.tn.gov.in
TENDER NOTICE NO. 2013 / PS1/2013

TAMILNADU TOURISM DEVELOPMENT CORPN. LTD., CHENNAI-2
PURCHASE DEPARTMENT

BID DOCUMENT FOR
THE SUPPLY OF Foam Mattress & Foam Pillows.

TECHNICAL BID

Address of the Tender Inviting Authority:
CHAIRMAN & MANAGING DIRECTOR
TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
No.2, WALLAJAH SALAI, CHENNAI- 600 002
(This Tender Document is not Transferable)

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Signature of the Bidder
### TECHNICAL BID

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SECTION I
TAMILNADU TOURISM DEVELOPMENT CORPN. LTD., CHENNAI-2

INVITATION FOR BID (IFB)

TENDER NOTICE NO. 2013/PS1/2013 Dt. 25.06.2013

Tamilnadu Tourism Development Corporation Ltd., Chennai invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for supply of Foam Mattress & Foam Pillows.

Table 1

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Bid No.</th>
<th>Name of Procurement</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Tender Notice No.2013/PS1/2013</td>
<td>Purchase of Foam Mattress &amp; Foam Pillows to the Hotel Units of TTDC. Foam Mattress – 534 Nos Foam Pillows – 858 Nos</td>
<td>Reputed Companies firm and proprietary concern conforming to eligibility criteria</td>
</tr>
</tbody>
</table>

Table 2

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Earnest Money Deposit (Rs.)</th>
<th>Last date of issue of Bid Documents</th>
<th>Last date of submission of Bid</th>
<th>Date of Opening of Technical Bid</th>
<th>Cost of Tender Foam (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>99,000/-</td>
<td>15-7-13</td>
<td>16-7–13</td>
<td>16-7–13</td>
<td>525/-</td>
</tr>
</tbody>
</table>

1. Interested Bidders can procure the Bid documents by payment of a non refundable fee as outlined in the table above; in the Foam of Demand draft drawn in any Nationalised/ Scheduled Bank in favour of the Tamilnadu Tourism Development Corporation, Chennai-2 payable at Chennai, from the Manager (Purchase) TTDC Ltd., 3rd Floor, Tourism Complex, No.2, Wallajah Salai, Chennai-2, on all working days upto 3.00 pm on or before the date specified in column no.3 of table 2 above. Bid documents can also be obtained by Registered Post or courier by sending a requisition letter addressed to Manager (Purchase) TTDC Ltd., 3rd Floor, Tourism Complex, No.2, Wallajah Salai, Chennai-2, enclosing a Demand draft of any Nationalised/ Scheduled Bank for the value of Bid documents and an additional payment of Rs 50/- at the risk and responsibility of the prospective Bidder. Bid Documents can also be downloaded from the websites www.tamilnadutourism.org or www.tn.tenders.gov.in at free of cost. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.

2. The Bidder shall furnish, (Earnest Money Deposit) given in column 2 of table 2. The EMD shall be either in the Foam of Demand Draft/ Banker’s cheque, from any Nationalised/Scheduled Bank in favour of Tamilnadu Tourism Development Corporation,

Signature of the Bidder
Chennai-2 along with technical bid. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. The Technical bid not accompanied by the EMD will be summarily rejected.

3. **The filled up Bid documents must be delivered in two cover system (Technical bid and Price Bids in separate sealed envelope and the sealed envelope shall then be put together in another envelope as detailed in the bidding documents)**

4. The filled up Bid documents will be received up to the last date and time of submission as outlined in the table above. Duly filled in Bid documents shall be put in the tender box provided at the Head Office of TTDC at the above address.

5. The Bid will be opened at the time and date outlined in the table above at the Head Office of TTDC. If the date of opening of the bid is declared to be Public Holiday on any administrative grounds, then the bids shall be opened on the following working day without further intimation.

6. The filled up Bid documents can also be sent by post or courier to the Manager (Purchase) TTDC Ltd. No.2, Wallajah Road, (3rd floor) Chennai 600 002 Tel: 044-25367850-54 extn. 216. The TTDC shall not be responsible for any delay in transit.

7. The Bids received after the due date and time as outlined in the table above will not be considered under any circumstances.

8. The Managing Director TTDC Ltd, reserves the right to accept or reject any or all Tenders partly or fully without assigning any reason there for.

MANAGING DIRECTOR
TTDC LTD. CHENNAI-2
INSTRUCTIONS TO BIDDERS (ITB)

A. General

2.1. Scope of Bid

2.1.1 Supply of 534 Foam Mattress & 858 Foam Pillows as per specifications mentioned in Tender document.

2.1.2 The successful Bidder will be expected to complete the Contract within the period stipulated in the Contract Data.

2.1.3 Scope of Supply: Supply of Foam Mattress & Foam Pillows to various Hotel Units of TTDC

2.2. Eligible Bidders

2.2.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
   (a) they or their sister concern have controlling shareholders in common; or
   (b) they or their sister concern receive or have received any direct or indirect subsidy from any of them; or
   (c) they or their sister concern have the same legal representative for purposes of this bid; or
   (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
   (e) a Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
   (f) a Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

2.2.2. The Bidder is not eligible to bid for Contract, if his relative (as listed below) is posted as Asst.Manager or an Officer in any capacity between the grades of Manager (both inclusive) in the concerned department, Tamilnadu Tourism Development Corporation Ltd., Chennai. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Engineer or Officer in the Tamilnadu Tourism Development Corporation Ltd., Chennai. Any breach of this condition by the Bidder would render him liable to be disqualified for the work.

2.2.3. The successful tenderer should furnish performance security equivalent to 5% of tender value either by DD or by Bank Guarantee from a Nationalised Bank/Scheduled Bank valid for one year and two months within one week from the date of receipt of letter from TTDC intimating the selection of the bidder for award of contract. The successful tenderer shall also execute the agreement in the proforma prescribed by the TTDC along with the Bid security within one week from the date of receipt of supply order from TTDC.

2.3. Qualification of the Bidder

Signature of the Bidder
2.3.1 The bidder should have the following qualification for qualifying in the Technical Bid.

   a) Shall have minimum 4 years experience in the supply of Foam Mattress & Foam Pillows to companies / Government undertakings; (Supply order copies / Invoice copies for all the 4 years to be enclosed).

   b) Minimum average turnover of Rs. 1.00 Crores per annum with last three years (2009 – 2010, 2010 – 2011 2011-2012).

   c) Should have sold minimum 500 Mattress & 700 Pillows in a year for the past three years. (Supply order copy to be enclosed).

   d) Any firm blacklisted by State / Central Government / Undertaking should not participate in the tender. If any such firm participate in the tender concealing the fact and if it is known later their tender/ supply order shall be cancelled at any time. Their EMD shall be forfeited and payments if any to them shall be withheld.

2.4 Bids submitted by a Joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bid Data Sheet:

   (a) The Bid shall include all the information above for each Joint venture partner;

2.5. Cost of Bidding

2.5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the TTDC will in no case be responsible or liable for those costs.

2.6. Amendment of Bidding Documents

2.6.1. At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

B. Preparation of Bids

2.7. Language of Bid

2.7.1 All documents relating to the Bid shall be in the language specified in the English.

2.7.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents. Failing which the same may not be considered for evaluation.

   The attestation should be done by an officer not below the rank of general manager of the bidders’ organization or any notary public.
The authenticity and genuineness shall be the responsibility of the bidder.

If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder.

This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.

2.8. Documents Comprising the Bid

2.8.1 The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:

a) The Bid
b) EMD
c) Registration Certificate of the company
d) Proof for having minimum 4 years experience in the Manufacture / supply of Foam Mattress & Foam Pillows. (Supply order copies / Invoice copies for 4 years to be enclosed).
e) Latest registered partnership deed, in case of partnership firm.
g) If the bidder is proprietary concern or partnership firm they should furnish a copy of the income tax return for the preceding three financial years. (2009 – 2010, 2010 – 2011, 2011 - 2012-).
h) Proof to that the bidder / supplied such Foam Mattress & Foam Pillows for the State Tourism Development Corporations or other State Government Undertakings / departments or Public Limited Companies (copy of supply order to be enclosed).
i) Copy of PAN card with photo duly notorised.
j) Proof for having supplied minimum 500 Mattress & 700 Pillows in a year in the past three years.

2.9. The Financial Bid (Cover-B) submitted by the Bidder shall contain the schedule of rates and quantities duly filled:

a) The price of the Foam Mattress & Foam Pillows quoted shall be, net up to delivery at our required spot mentioned.
b) The rates of taxes, duties & custom duties applicable on the day of opening including Entry tax shall be clearly included in the offer
c) Charges for transportation, insurance and other incidental expenses for delivery of the Foam Mattress & Foam Pillows to Hotels shall be included in the cost.
d) The prices, cost stated in the tender shall be in Indian Currency only.

2.10. Bid Prices

2.10.1 The Contract shall be for the supply of Foam Mattress & Foam Pillows based on the priced Bill of Quantities submitted by the Bidder.

2.10.2 All duties, taxes, Entry tax and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
2.10.3 If the contractor offers discount / rebate in the item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount / rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount / rebate amount is to be deducted.

2.11. Earnest Money Deposit

2.11.1 The tenderer should furnish EMD of Rs. 99,000/-. by DD or by Banker cheque from a Nationalised Bank/Scheduled Bank along with the tender. Any other Foam of EMD shall be rejected. The successful tenderer shall also execute the agreement in the proforma prescribed by the TTDC along with the Bid security within one week from the date of receipt of supply order from TTDC. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. Bids not accompanied by the EMD will be rejected. The EMD of the successful Bidder will be returned after the expiry of the guarantee period for the goods supplied.

2.11.2 The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

2.11.3 The EMD will be forfeited:

(a) If a bidder withdraws his Bid during the period of Bid validity.
(b) If a successful Bidder fails to:
   i) Execute the agreement or
   ii) Furnish the necessary performance security within the specified time limit of 30 days from the date of issue of letter of acceptance of his bid.
(c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause2.17; or

2.12.1 The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, as the case may be. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid. A covering letter clearly noting the documents enclosed and their page nos should also be noted for easy evaluation.

2.12.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

C. Submission of Bids

2.13. Sealing and Marking of Bids

2.13.1 The tenderers participating are required to follow the procedure as given below while submitting their bids.

2.13.2 The Bidder shall be responsible for properly superscribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/misplacement/premature opening of the covers that are not properly superscribed and sealed, before the time appointed for Bid opening.
2.13.3 The filled up Bid documents shall be submitted up to the last date of submission as given in Bid Data sheet. Duly filled in Bid documents shall be put in the Tender box provided at the Head Office, Tamilnadu Tourism Development Corporation Ltd., Chennai. Tenders can also be submitted by Post or Courier, provided that the Bid inviting authority shall not be responsible for any delay in transit in such cases.

2.13.4 The Bidders should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

2.14. Deadline for Submission of Bids

2.14.1 Bids shall be delivered to the TTDC at the address specified in the Bid Data sheet not later than the time and date specified in the tender notice and instruction to the bidder.

2.14.2 The TTDC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

2.15. Late Bids

2.15.1 No Bid will be received by the Employer after the deadline prescribed.

D. Bid Opening, Evaluation and Award of Contract

2.16. Bid Opening

2.16.1 The Tenders shall be opened at the specified date and time in the presence of attending tenderers.

2.16.2 Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.

2.16.3 To assist in the scrutiny, evaluation and comparison of bids, the TTDC may, at their discretion, request clarifications on the bid from the tenderer.

2.16.4 Notwithstanding any Terms and Conditions stipulated in the tender documents, TTDC reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the TTDC’s action.

2.17. Correction of Errors

2.17.1 Bids determined to be substantially responsive will be checked by the TTDC for any arithmetic errors. Errors will be corrected by the TTDC where there is a discrepancy between the amounts in figures and in words, the lowest will be taken.

2.17.2 The amount stated in the Bid will be adjusted by the TTDC Ltd. in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance.

2.18. Notification of Award and Signing of Agreement

2.18.1 The Bidder whose Bid has been accepted will be notified of the award by the TTDC prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter.

Signature of the Bidder
This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the TTDC will pay the Contractor in consideration of the supply of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

2.18.2 The notification of award will constitute the Formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance and signing the Agreement.

2.18.3 The bidder shall have to enter into an agreement with the TTDC within 30 days from the date of receipt of letter of acceptance. The Form of agreement will have to be stamped at the stamp office at the cost of the bidder.

2.18.4 Upon the furnishing by the successful Bidder of the Performance Security, the TTDC will promptly notify the other bidders that their bids have been unsuccessful.

2.19. Performance Security (Security Deposit)

2.19.1 The successful tenderer should furnish bid security equivalent to 5% of tender value either by DD or by Bank Guarantee from a Nationalised Bank/Scheduled Bank valid for one year and two months within one week from the date of receipt of letter from TTDC intimating the selection of the bidder for award of contract. The successful tenderer shall also execute the agreement in the proforma prescribed by the TTDC along with the Bid security within one week from the date of receipt of supply order from TTDC. However it is open to the Managing Director to insist on higher deposit as per rules in force.

2.19.2 Failure of the successful Bidder to comply with the requirements of furnishing bid security shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.20 Corrupt or Fraudulent Practices

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

2.20.1 “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

2.20.2 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the TTDC and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the TTDC of the benefits of free and open competition.

2.20.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.20.4 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the corporation or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action.

The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

Signature of the Bidder
2.21 Evaluation of bid

The bid shall be evaluated on the total cost of the following:

2.21.1 As in schedule of the price bid (cover-B), while evaluating the total cost, the taxes, the custom duties etc. applicable on the day of quotations shall be taken into consideration. Subsequently, deductions or additions of the taxes will not affect the ranking of the tenders. However, any or all mandatory taxes, levies, duties etc., increase may be considered on submission of proof of the same.

2.21.2 The bid shall be evaluated on the price quoted for supply of Foam Mattress & Foam Pillows.

2.22 Rejection of bid

The tender will be rejected outright if the tenderer

1. EMD is not attached.
2. Stipulates the validity period less than what is stated in the tender document.
3. Does not disclose the full names and address of all his partners in the case of all partnership concern.
4. Does not fill in and sign the Tender Foam Specification of the articles and works as well as Bill of Quantities and Rates completely.
5. Does not submit the Tender in sealed envelope.
6. Does not submit the Original Tender Foam duly signed and stamped.
7. Submit the tender without stating the rates either in figures or in words.
8. Does not submit the annexures duly signed and stamped.

The Tender will be rejected if,

1. Bidder does not enclose proof for having minimum 4 years experience in the manufacture / Supply of Foam Mattress & Foam Pillows.
2. Copy of work orders for having sold minimum 500 Nos Foam Mattress & 700 Foam Pillows in a year in the past three financial years.
3. Copy of Annual Report / Financial Statement certified by the Auditors for preceding three Financial years, if Limited Company.
4. The tenderer does not submit certified copies of PAN documents and certified copies of his/their photographs.
5. Copy of Income Tax Returns for preceding three Financial Years if the bidder is a proprietary concern.

SECTION III

Conditions of Contract- General Conditions

3.1 Scope of Procurement
3.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by TTDC through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office.

3.1.2 The TTDC also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.

3.2 Packing

3.2.1 The Foam Mattress & Foam Pillows are to be supplied at the said Hotel Unit of TTDC Limited as specified. Necessary packing and forwarding are at bidders’ cost.

3.3 Price

3.3.1 The rate / price offered by the tenderer should be open for acceptance for a minimum period as mentioned in the Contract data of 90 days from the date of opening of price bid. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.

3.3.2 The tenderers are requested to quote the Unit rate and taxes, if applicable, in Format given in Price Bid. They should also specifically include Excise Duty, Education Cess, Sales Tax, Entry tax, Octroi etc. and any other levies, including all current taxes by Government of Tamilnadu.

3.3.3 If a particular tenderer is not registered under Sales Tax Act, the price quoted by him will be treated as net and inclusive of sales tax and any further claim made by him for reimbursement of the same on account of retrospective registration under the Sales Tax Act will not be entertained by the Corporation. Any such liability for payment of Sales Tax will be wholly and exclusively that of the tenderer quoting against our tender.

3.3.4 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on finished materials during the scheduled delivery period will be on TTDC’s account on production of documentary evidence.

3.3.5 All the rates given in the tender schedule should be expressed both in words and/or in figures and where there is difference between the two, the lower rate will be taken into consideration.

3.3.6 The tenderers should indicate their price inclusive of packing, stenciling, handling cost, loading, Transporting at TTDC’s locations.

3.3.7 The rate quoted should include Entry Tax, if any. There will be no liability on the part of Tamilnadu Tourism Development Corporation Ltd. Chennai in any event of demand for Entry Tax during or after supply. It is the sole responsibility of the tenderer to ensure that Entry Tax, if needed shall be paid by them. The quote should include all Taxes, Levies specified by Government of Tamilnadu.

3.4 Quality of the Product

3.4.1 The Foam Mattress & Foam Pillows should be supplied as per the specification in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the Special Conditions. The Test Report issued by the Employer alone will be considered as final and binding on the tenderer.

Signature of the Bidder
3.4.2 The tenderer shall be responsible for the quality of the material delivered until the same is tested and accepted by the TTDC.

3.4.3 In the event the Foam Mattress & Foam Pillows delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the tenderer will be responsible for replacement of the rejected material free of cost and / or reimbursing the TTDC for resultant losses sustained on this account. Such materials will be lying at the TTDC site/location at the risk and cost of the supplier for a period not exceeding 15 days.

3.5 The tenderer will be obliged to collect the rejected material from the TTDC's premises/locations at his own cost, within 15 days of such notification to him in writing, failing which, the Corporation will be free to dispose off such material as it deems fit without any obligation whatsoever to the tenderer.

3.6 Delivery

i) Delivery period: The shortest delivery period is the essence of this tender. The delivery period is 12 weeks from the receipt of the purchase order for Foam Mattress & Foam Pillows to all the Hotel Units as mentioned below:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of the Unit</th>
<th>Mattress Qty.</th>
<th>Pillows Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hotel Tamilnadu, Trichy</td>
<td>76 Nos</td>
<td>80 Nos</td>
</tr>
<tr>
<td>2.</td>
<td>Hotel Tamilnadu, Kanniyakumari</td>
<td>24 Nos</td>
<td>24 Nos</td>
</tr>
<tr>
<td>3.</td>
<td>Hotel Tamilnadu, Thanjavur</td>
<td>24 Nos</td>
<td>54 Nos</td>
</tr>
<tr>
<td>4.</td>
<td>Hotel Tamilnadu, Thiruchendru</td>
<td>100 Nos</td>
<td>100 Nos</td>
</tr>
<tr>
<td>5.</td>
<td>Hotel Tamilnadu, Kodaikanal</td>
<td>100 Nos</td>
<td>180 Nos</td>
</tr>
<tr>
<td>6.</td>
<td>Hotel Tamilnadu, Ooty</td>
<td>125 Nos</td>
<td>250 Nos</td>
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<tr>
<td>7.</td>
<td>Hotel Tamilnadu, Coimbatore</td>
<td>25 Nos</td>
<td>50 Nos</td>
</tr>
<tr>
<td>8.</td>
<td>Hotel Tamilnadu, Yercaud</td>
<td>60 Nos</td>
<td>60 Nos</td>
</tr>
<tr>
<td>9.</td>
<td>BRC, Mamallapuram</td>
<td>-</td>
<td>60 Nos</td>
</tr>
</tbody>
</table>

| Total | 534 Nos | 858 Nos |

B3.6.1 The delivery period indicated in the tender, is to be strictly adhered to. In case of delay in supplying, TTDC reserves the right to ask for compensation for such late deliveries at its sole discretion. Delay in supply will lead to levy of penalty at 1% of value of Tender / Belated supply items for every week of delay or part thereof (i.e. exceeding three days will be calculated as one week). Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from the Employer.

3.6.2 The TTDC at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period.

3.7 No exemption under any circumstances shall be given for waiver of EMD or Performance Security.

3.8 Warranty

The Foam Mattress & Foam Pillows supplied should be covered under warranty for a period of not less than 12 months from the date of handing over /supply whichever is earlier.

3.9 Payment
The following payments shall be released:

1. No advance payment will be made. 100% payment will be made against Performance Security only after effecting delivery of the Foam Mattress & Foam Pillows and verification of the quality as per the tendered specifications at TTDC Hotels. In the event of not furnishing of performance security, 95% payment will be paid and balance 5% will be paid after the Guarantee period or against Bank Guarantee equivalent to 5% of total value of the Foam Mattress & Foam Pillows through a Nationalised Bank / Scheduled Bank for two months over and above the guarantee period.

All the performance parameters mentioned above shall be certified by competent authorities appointed by Managing Director.

3.10 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver within 12 weeks from the date of supply order, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Delay in supply will lead to levy of penalty at 1% of value of Tender / for the belated supplied items for every week of delay or part thereof (i.e. exceeding three days will be calculated as one week) Such compensation will be payable on demand or shall be recovered from the EMD or Performance Security or from any other payment due to the tenderers from the Employer.

3.11 Validity of Purchase Order

3.11.1 The validity of Purchase order is for 90 days from the date of the Purchase order or till the time the total quantity is supplied, whichever is earlier, unless otherwise specified in Contract data.

3.11.2 Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be notified in Foam ‘A’ of the tender document.

3.12 Force Majeure

Delivery of material is subject to Force Majeure conditions as under:

If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

3.13 Termination

Signature of the Bidder
3.13.1 **Termination on expiry of the CONTRACT:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the TTDC has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

3.13.2 **Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth.

3.13.3 **Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder’s rights and privileges hereunder, shall stand terminated forthwith.

3.13.4 **Termination breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the TTDC notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

3.13.5 **Termination for delay:** Successful Bidder shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the TTDC by giving 30 days written notice unless the TTDC has extended the period with levy of Liquidated Damages, as per Clause 3.11 of the tender.

**In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions.**

3.13.6 The TTDC may at any time terminate the Contract by giving 30 days notice without assigning any reason.

3.13.7 **Consequences of termination:** In all cases of termination herein set forth, the obligation of the TTDC to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

3.13.8 In case of termination of Contract herein set forth except on expiry of contract period and on account of Force Majeure the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the TTDC against any type of tender nor their offer will be considered by the TTDC against any ongoing tender(s) where contract between the TTDC and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination by the TTDC to such Contractor.

3.14 **Disputes**

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the instance, failing which the dispute will be subject to Chennai Jurisdiction only.

3.15 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder
suppresses and/or furnishes faulty facts and resorts to any other action with mala fide intention with the sole intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Corporation or any of its officials are in no way responsible for any subsequent loss/damage arising out of such mala fide action.

The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

SECTION IV

Conditions of Contract- Special Conditions

4.1 Product Acceptance Tests

4.1.1 The supplied Foam Mattress & Foam Pillows shall be subjected to field tests during operation and concerned field officers shall certify for the performance of the Foam Mattress & Foam Pillows.

4.2 Warranty Terms and Conditions
4.2.1 The Contractor shall be solely responsible for the warranty; repair of the items supplied. The TTDC shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.

4.2.2 The Contractor shall have adequate Technical Support Centers to meet the criteria for fault restoration/faulty unit repair. The requirements for warranty shall be as per Specifications.

4.3 **Inspection**

4.3.1 TTDC or its representative shall carry out inspection of the Foam Mattress & Foam Pillows in their factory.

4.3.2 The inspections and test shall be conducted on the premises of the supplier or manufacturer or its subcontractor(s). Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department. Any to & fro traveling and stay on duty for carrying out such inspection by the purchaser’s representatives shall be to the supplier’s account.

4.3.3 Shall any inspected or tested goods fails to conform to the specifications, TTDC may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.

4.3.4 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.

   i. All the inspection Expenditure will have to be borne by the tenderer.

---

**SECTION V**

**5.1 Contract Data**

<table>
<thead>
<tr>
<th>The name of the Contract</th>
<th>:</th>
<th>Supply of Foam Mattress &amp; Foam Pillows to the Hotels Units of TTDC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification number of the Contract</td>
<td>:</td>
<td>2013 /PS1/2013</td>
</tr>
</tbody>
</table>

Signature of the Bidder
Validity of tender : 90 days from the date of opening of price bid

Warranty/ Maintenance Period : 12 months of normal Warranty.

Delivery period : 12 weeks from the date of supply order

SECTION VI

6.1. DECLARATION BY THE BIDDER/TENDERER

I/We ______________________________________________________________________ hereby declare that I/We am/are not in any way related to any officer who is in charge of..................................................................................................................................................or having control of this work as referred ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will

Signature of the Bidder
stand cancelled at the risk and cost of contractor. It is understood that the relationship with
the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder
Place:
Date:

6.2. Letter of Bidder

__________ (Location)
__________ (Date)

From
(Name & Address of the Bidder)

To

Signature of the Bidder
Dear Sir/Madam,

**Sub : Tender for the** Supply of Foam Mattress & Foam Pillows to the Hotel Units of TTDC Limited.

We, the undersigned, confirm that we meet all the qualification criteria given in the Tender Document

We are submitting this tender for our eligibility for the above assignment.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date______].

Our attached financial proposal is for the sum of Rs. ______ (Amount in words). This amount is inclusive of all taxes, duties etc.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorised signatory:
Name and title of Signatory:
Name of Firm:
Address:

### 6.3. Qualification Information

#### 6.3.1 PARTICULARS OF THE TENDERER

<table>
<thead>
<tr>
<th>Name of the Tenderer</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Residential Address</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Address of the Registered Office</strong></td>
</tr>
<tr>
<td><strong>Address of the Branch / Office Quoting against the Tender</strong></td>
</tr>
<tr>
<td><strong>Address of the Factory</strong></td>
</tr>
<tr>
<td><strong>Names and addresses of the Proprietors / Partners / Directors</strong></td>
</tr>
<tr>
<td><strong>Year of Establishment</strong></td>
</tr>
<tr>
<td><strong>Registration No. &amp; Date</strong></td>
</tr>
<tr>
<td><strong>Registered under (give details under which Act the Company is registered)</strong></td>
</tr>
<tr>
<td><strong>Whether the item is completely manufactured in Tenderer’s factory</strong></td>
</tr>
<tr>
<td><strong>Testing facilities available</strong></td>
</tr>
<tr>
<td><strong>Whether there is any ISI Registration, if so, details thereof</strong></td>
</tr>
<tr>
<td><strong>ISO Registration</strong></td>
</tr>
<tr>
<td><strong>List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the item(s) quoted for have been supplied earlier with details of value of order and year of execution</strong></td>
</tr>
<tr>
<td><strong>Annual Turnover in the last 3 years</strong></td>
</tr>
<tr>
<td><strong>State Sales Tax Registration No.</strong></td>
</tr>
<tr>
<td><strong>Central State Sales Tax Registration No.</strong></td>
</tr>
</tbody>
</table>
Names of the Bankers

Note: For providing the above information, if required, separate sheet may be enclosed.

DATE ______________ SIGNATURE ______________
SEAL ______________ NAME ______________

DESIGNATION______________

ADDRESS __________________

Email ID ______________

6.3.2 APPLICATION INFOAMATION SHEET

<table>
<thead>
<tr>
<th>Application Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Legal Name</td>
</tr>
<tr>
<td>In the case of Joint Venture/Consortium/Group, legal name of each partner</td>
</tr>
<tr>
<td>Bidder’s actual or intended year of constitution</td>
</tr>
<tr>
<td>Bidder’s legal address in country of constitution</td>
</tr>
<tr>
<td>Bidder’s authorized representative (name, address, telephone no., e-mail address)</td>
</tr>
</tbody>
</table>
Attached are copies of the following original documents

1. In the case of single entity, articles of incorporation or constitution of the legal entity named above.
2. Power of attorney to represent the firm or JV/consortium/group named above.
3. In case of JV, power of attorney for lead member of consortium by other JV partner

Signature of Bidder

### 6.3.3 JOINT VENTURE INFORMATION SHEET

**DETAILS OF PARTNER(S) OTHER THAN LEAD PARTNER**

<table>
<thead>
<tr>
<th>Partner</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner’s legal name</td>
<td></td>
</tr>
<tr>
<td>Partner’s year of constitution</td>
<td></td>
</tr>
<tr>
<td>Partner’s Legal address in country of Constitution</td>
<td></td>
</tr>
<tr>
<td>Partner’s authorized representative (name, address, telephone no; fax and e-mail address)</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
6.3.4  FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)

a. Information from Balance Sheet

<table>
<thead>
<tr>
<th>Year</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Information from Income Statement
<table>
<thead>
<tr>
<th>Year</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit before Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit after tax</td>
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</tbody>
</table>

Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions:
- All such documents reflect the financial situation of the bidder.
- Historical financial statements must be audited by a certified chartered accountant.
- Historical financial statements must be complete, including all schedules to the financial statements.

Note: Bidder and Each member of JV/consortium/group must furnish details separately in this Foam.

Signature of Bidder
## 6. 3.5 TOTAL ANNUAL TURNOVER

(Bidder and/or Each member of Joint Venture/consortium/group must fill in this Foam)

<table>
<thead>
<tr>
<th>Year</th>
<th>Indian Rupee</th>
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<tbody>
<tr>
<td>2009-10</td>
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<tr>
<td>2010-11</td>
<td></td>
</tr>
<tr>
<td>2011-12</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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</tbody>
</table>

Signature of Bidder
### 6. 3.6 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER

(Each bidder or member of JV/consortium/group must fill in this form)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of client</th>
<th>Brief Scope of the Work</th>
<th>Purchase Order (P.O) No. &amp; Date of issue of P.O.</th>
<th>Cost of Procurement (in Rs)</th>
<th>Type &amp; amount of portion sublet by you</th>
<th>Period of Contract</th>
<th>Whether the copies of the Purchase orders / contracts From the client as required, is attached?</th>
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<tr>
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<td>Yes/No Pg. No. on the Proposal</td>
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Signature of Bidder

### 6. 3.7 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE

Signature of the Bidder
<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of client</th>
<th>Brief Scope of the Work</th>
<th>Purchase Order (P.O) No. &amp; Date of issue of P.O.</th>
<th>Cost of Procurement (in Rs)</th>
<th>Type &amp; Amount of Portion sublet by you</th>
<th>Name with whom you are in JV</th>
<th>Period of Contract</th>
<th>Whether the copies of the purchase orders / contracts from the client as required, is attached?</th>
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Signature of Bidder

6.3.8 PRESENT ASSIGNMENTS IN, WHICH BIDDER FIRM IS WORKING AS PARTNER

(INDEXATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)
(Each bidder or member of JV/consortium/group must fill in this Foam)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of client</th>
<th>Brief Scope of the Work</th>
<th>Purchase Order (P.O) No. &amp; Date of issue of P.O.</th>
<th>Cost of Procurement (in Rs)</th>
<th>Type &amp; amount of portion sublet by you</th>
<th>Name of Lead Partner and other Partners with whom you are in JV</th>
<th>Period of Contract</th>
<th>Whether the copies of the purchase orders / contracts from the client as required, is attached?</th>
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<td>Yes/No</td>
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<td>Pg. No. on the Proposal</td>
</tr>
</tbody>
</table>

Signature of Bidder
6. 3.9 DETAILS OF SUB CONTRACTOR AND THEIR RESPONSIBILITIES

(Applicable in case of subletting)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of Sub Contractor</th>
<th>Responsibility</th>
<th>Value of work to be sublet.</th>
<th>Other contracts that the sub-contractor is engaged in</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Signature of Bidder
### 6. 3.10 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER
(DURING LAST 5 YEARS)

(Each bidder or member of JV/consortium/group must fill in this form)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Type of project/works and its location</th>
<th>Brief technical description</th>
<th>Name &amp; Address of client</th>
<th>Period of Contract</th>
<th>Cost of project (in Rs)</th>
<th>Type &amp; amount of portion sublet by you</th>
<th>Year of Completion</th>
<th>Reasons for delay if any</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Signature of Bidder

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### 6. 3.11 COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE
(DURING LAST 5 YEARS)

(Each bidder or member of JV/consortium/group must fill in this Foam)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Type of project/works and its location</th>
<th>Brief technical description</th>
<th>Name &amp; Address of client</th>
<th>Cost of Project (in Rs)</th>
<th>Period of contract (as provided in the agreement)</th>
<th>Year of Completion</th>
<th>Reasons for delay if any</th>
</tr>
</thead>
<tbody>
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</table>

Signature of Bidder
SECTION VII
Specifications

TECHNICAL SPECIFICATIONS FOR Foam Mattress & Foam Pillows

The foam Matters & Foam Pillows must conform to the following dimensions and satisfy the following.

**FOAM MATTERSS:**

Natural Latex Rubber Foam Mattress (Pin – Core type) 6 mm dia – Cavity type (both side holes with floral designed size 75’’ X 36’’ X 6’’ with protective cloth cover inner gada cloth 40X40 and outer jacquard cloth cover of special quality) the foam should conform to the specification prescribed by BIS vide IS1741 – 1960.

**FOAM PILLOWS:**

Natural latex Rubber Foam (Cavity type) size 24’’X16’’X5’’ standard Modal with protective twil cloth cover – latex Foam confirmation to BIS specification IS1741 / 1960.
SECTION VIII SECURITY FOAMS

BANK GUARANTEE FOR RETENTION MONEY

Bank Guarantee No._____________                                     Date_____________

In consideration of Tamilnadu Tourism Development Corporation Ltd., Tourism Complex, Wallajah Road, Chennai 600 002 having at the request of ______________________________ (hereinafter called the Contractor) whose supply of ______________________________ to your _______________________ has been accepted by Tamilnadu Tourism Development Corporation Limited vide______________________ dated__________________

As per the order, Tamilnadu Tourism Development Corporation Ltd. has to retain 10% of the total value as retention money which will be released by Tamilnadu Tourism Development Corporation Ltd., on a Bank Guarantee being furnished by the Contractor from any “Scheduled Bank” in India for a sum equivalent to 5% _________________ - against any loss or damage caused to or suffered or would be caused to or suffered by the Tamilnadu Tourism Development Corporation Ltd., by reason of any breach by the said Contractor of any of the terms and conditions contained in the said order or by reason of the Contractor failure to perform the said order. Any such demand made on the Bank under this order. However, our liability under this guarantee ____________________.

We _______________________ do hereby undertake to pay the amount, due and payable under this guarantee without any demur, merely on a demand from the Tamilnadu Tourism Development Corporation Ltd. stating that the amount claimed is due by way of loss or damage caused to or suffered by the Tamilnadu Tourism Development Corporation Ltd., by reason of breach by the said Contractor of any of the terms and conditions contained in the said order or by reason of the Contractor failure to perform the said order. Any such demand made on the Bank under this order. However, our liability under this guarantee ____________________.

We___________________ shall hereby undertake to pay to Tamilnadu Tourism Development Corporation Ltd., any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suite or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

Page 35                                           Signature of the Bidder
We_________________________________ further agree that the guarantee, herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of TTDC Ltd., under or by virtue of the said orders have been fully paid and its claims satisfied or discharges or till TTDC Ltd., certifies that the terms and conditions of the said order have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ____________ we shall be discharged from all liabilities under this guarantee thereafter.

We_______________ further agree with TTDC Ltd. that TTDC Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Order or to extent time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by TTDC Ltd. against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our Liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act to emission on the part of the TTDC Ltd., or any indulgence by the TTDC Ltd. to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to this change in the constitution of the Bank or the Contractor.

We, ___________________lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Tamilnadu Tourism Development Corporation Ltd. in writing.

NOTWITHSTANDING anything contained hereinabove, our liability under this bank guarantee shall not exceed______________________. This Bank Guarantee shall be valid upto ________________, where after it ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to us, and we are liable to Pay the Guaranteed amount or any part thereof, under the Bank Guarantee if and only if you serve upon us a written claim or Demand (and which should be received by us) on or before )___________

Signature of the Bidder
Dated this____________ day of ______________

**AGREEMENT**

ARTICLE OF AGREEMENT made this ---------------day -------------- 2012 Between
-----------------------------------------------------------------------------------------------------------------------------(Herein after referred to as the tenderer) on the one part and Tamilnadu Tourism Development Corporation Limited (herein after called the company) on the other part.

Whereas the tenderer has offered and undertook to manufacture and supply --------------- ---------------s under this contract, at the prices set forth in the schedule annexed hereto and as per the terms provided for in tender documents and the company accepted such tender in pursuance whereof the parties hereto have entered in this contract.

And whereas the tenderer in accordance with the terms of the said tender and the supply orders has furnished the performance security for due and faithful performance tenderer of this contract.

NOW THESE PRESENTS WITNESS THAT, the tenderer convenants and agrees with the company and the successors that the tenderer shall deliver the ------------------------------- within time specified in the tender and shall abide by the terms and conditions specified in the tender documents.

It is HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

All the terms and conditions, instructions to the tenderer specified in the tender and supply orders shall deem to Foam part of this agreement and shall be in force during the period of this agreement.
IN WITNESS WHEREOF THE tenderer ................................. and the General Manager on behalf of the company have executed the agreement on the day and year first above written:

Signature of General Manager

TTDC

Signature of tenderer

Name and Seal

Witness:
1) 1)
2) 2)
EARNEST MONEY DEPOSIT REFUND FOAM

From

To

Sir,

Sub : Tender No. ........................................................................................................

For the work of ......................................................................................................

I have tendered for the above work enclosing E.M.D. for Rs. __________________

In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

ADVERTISE STAMPED RECEIPT

Received from _______________________________ Rs. ___________________

Towards refund of E.M.D. furnished by me along with my tender for the work of

......................................................................................................................

Remitted in challan ________________________________ dated _________________

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation

Signature of the Bidder
SECTION IX

2013/PS1/2013 Date: 25.6.2013

TAMILNADU TOURISM DEVELOPMENT CORPN. LTD., CHENNAI-2
PURCHASE DEPARTMENT

BID DOCUMENT FOR
SUPPLY OF FOAM MATTERSS & FOAM PILLOWS TO THE
HOTEL UNITS

FINANCIAL BID

Address of the Tender Inviting Authority:
Chairman & Managing Director
TAMILNADU TOURISM DEVELOPMENT CORPORATION LTD.
No.2, WALLAJAH SALAI, CHENNAI 600 002
TAMILNADU

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)
SECTION X
Bill of Quantities

COVER 'B'

ANNEXURE 'C'

Tamilnadu Tourism Development Corporation Limited, Chennai – 2

SUPPLY OF FOAM MATTRESS & FOAM PILLOWS.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Work</th>
<th>Specification</th>
<th>Quantity</th>
<th>Unit Price (Nett)</th>
<th>Total value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of Foam Mattress</td>
<td>As per the Section VII</td>
<td>-----------</td>
<td>Rs. (Rupees ____________)</td>
<td>Rs. (Rupees ____________)</td>
</tr>
<tr>
<td>2.</td>
<td>Supply of Foam Pillows</td>
<td>As per the Section VII</td>
<td>-----------</td>
<td>Rs. (Rupees ____________)</td>
<td>Rs. (Rupees ____________)</td>
</tr>
</tbody>
</table>

TOTAL

SIGNATURE OF THE TENDERER
DATE AND SEAL
# SUPPLY OF Foam Mattress & Foam Pillows.

## PRICE BREAK UP DETAILS FOR EACH Foam Mattress & Foam Pillows.

<table>
<thead>
<tr>
<th>Name of the item</th>
<th>Unit</th>
<th>Rate per piece (Nett amount)</th>
<th>Break up details (Each)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foam Mattress</td>
<td>1 No.</td>
<td>Rs.</td>
<td>I.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Rupees)</td>
<td>1. Basic price</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Excise Duty</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Sales Tax</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4. Freight</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(F.O.R. destination)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5. Insurance</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6. Others (if any specify)</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Foam Pillows</td>
<td>1 No.</td>
<td>Rs.</td>
<td>II.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Rupees)</td>
<td>1. Basic price</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Excise Duty</td>
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<td>6. Others (if any specify)</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER

AND SEAL

Signature of the Bidder