



GOVERNMENT OF TELANGANA

**THE TELANGANA STATE HANDLOOM WEAVERS
CO-OPERATIVE SOCIETY LIMITED**

**NIT No: TGSCO/630/2024/LS/MAHILA SHAKTI,
Dt:27.01.2025**

REVISED TENDER DOCUMENT
FOR SUPPLY OF YARN
FOR UNIFORM SAREES TO SHG WOMEN OF TELANGANA STATE

#3-5-770, Weavers Bhavan, Narayanaguda, Hyderabad – 500 029.
Ph. No. 040-23220571, E-mail: livery.co.tsco@gmail.com

DISCLAIMER

Tender Inviting Authority: The Telangana State Handloom Weavers Co-Operative Society Ltd.,

✚ “The Telangana State Handloom Weavers Co-Operative Society Ltd on behalf of Government of Telangana” shall be inviting the tenders for following items of works i.e., supply of different yarn varieties for uniform sarees to SHG women in Telangana State.

- i) Supply of 50/36 Denier Polyester Bright FDY yarn,
- ii) Supply of 50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)
- iii) Supply of 90/72 Denier Polyester Bright Airtex slub yarn (Dola)
- iv) Supply of 150 D Digital zari kasab yarn

✚ This Tender Document has been prepared by the V.C. & Managing Director, solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Employer.

✚ The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to bidders whether verbally or in documentary form by on behalf of V.C. & Managing Director, Government of Telangana, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

✚ This NIT is not an agreement and is not an offer or invitation by V.C. & Managing Director, or its representatives to any other party. The purpose of this Tender is to provide interested parties with information to assist the formulation of their proposal. This NIT document does not purport to contain all the information each applicant may require.

✚ This NIT document may not be appropriate for all persons, and it is not possible for V.C. & Managing Director, to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this NIT document. Certain bidders may have a better knowledge of the proposed project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this NIT document and obtain independent advice from appropriate sources. V.C. & Managing Director, their employees and advisors make no representation or warranty and shall not incur any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT document.

✚ V.C. & Managing Director, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document.

Notice Inviting Tender (NIT)

Tender for the work mentioned below are invited from the Registered Yarn Manufacturers / Yarn Traders.

Sl. No.	ENQUIRY PARTICULARS	
1	Name of Works	i) Supply of 50/36 Denier Polyester Bright FDY yarn, ii) Supply of 50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed) iii) Supply of 90/72 Denier Polyester Bright Airtex slub yarn (Dola) iv) Supply of 150 D Digital zari kasab yarn for Uniform Saree along with loading, unloading & transportation
2	Period of Contract	60 Days
3	Bidding Type	Separate "Sealed - Two bid system (Technical and Financial)" for each item of work.
4	Tender Category	Products
5	Evaluation Type	Item wise
6	Evaluation Criteria	Based on price
7	EMD	i) 50/36 Denier Polyester Bright FDY yarn - Rs.2,00,000/- ii) 50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed) - Rs.10,00,000/- iii) 90/72 Denier Polyester Bright Airtex slub yarn (Dola) - Rs.15,00,000/- iv) 150 D Digital zari kasab yarn - Rs.9,00,000/- To be paid in the shape of Demand Draft /NEFT/RTGS/Bankers Cheque in favour of T.S.H.W.C.S. Ltd., Hyderabad
8	Schedule Cost (Non-Refundable)	Rs. 5,900/- to be paid in the shape of DD in favour of T.S.H.W.C.S. Ltd., Hyderabad
9	Bid Document Download Start Date & Time	28-01-2025 at 10:30 AM
10	Pre-Bid Meeting Date and Time	30-01-2025 at 12:00 PM
11	Bid Document Download End Date & Time	13-02-2025 at 12:00 PM
12	Bid Submission Closing Date & Time	13-02-2025 at 01:00 PM
13	Bid Validity Period (in Days)	90 days
14	Technical Bid opening Date & Time	13-02-2025 at 03:00 PM
15	Financial Bid opening	Shall be intimated later
16	Address	#3-5-770, Weavers Bhavan, Narayanaguda, Hyderabad
17	Contact Details	040-23220571
18	Email	livery.co.tSCO@gmail.com

Section - I

The Telangana State Handloom Weavers Co-Operative Society Ltd.,

NIT No: TGSCO/630/2024/LS/MAHILA SHAKTI

Dated:27.01.2025

::Notice Inviting Tender ::

1. "The Telangana State Handloom Weavers Co-Operative Society Ltd on behalf of Government of Telangana" shall be inviting the tenders for following items of works i.e., supply of different yarn varieties for uniform sarees to SHG women in Telangana State.
 - i) Supply of 50/36 Denier Polyester Bright FDY yarn,
 - ii) Supply of 50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)
 - iii) Supply of 90/72 Denier Polyester Bright Airtex slub yarn (Dola)
 - iv) Supply of 150 D Digital zari kasab yarn
2. The Tender document is available in Govt. Tender website www.tscofabrics.com which can also be downloaded at free of cost and used for bidding.
3. The tender document should be only in the prescribed format available in Govt. tender website www.tscofabrics.com in the name of intending tenderer. Tender document can be obtained on payment of Rs.5900/- by crossed Demand draft issued by any Nationalized / Scheduled Bank drawn in favour of "TSHWCS Ltd., Hyderabad" Payable at Hyderabad to get the Tender Schedule by Registered post on all working days during working hours from 10.30 AM to 5.00 PM. The Tender Acceptance committee shall not be responsible for any postal delay / loss of tender schedule in transit / not reaching to TGSCO office.
4. **Description of work:** Supply of following (4) yarn varieties for Uniform Saree along with loading, unloading and transportation to the Designated TGSCO Yarn Depot at Vemulawada or any other Yarn Depot of TGSCO in the State of Telangana, **for the following quantities:**

S.No.	Quality of Yarn	Required Tentative Quantity in Metric Tonnes (MT)
1	50/36 Denier Polyester Bright FDY yarn	100 MT
2	50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)	500 MT
3	90/72 Denier Polyester Bright Airtex slub yarn (Dola)	800 MT
4	150 D Digital zari kasab yarn	230 MT

Section – II
ELIGIBILITY CRITERIA

1. BIDDER SHOULD BE A YARN MANUFACTURER / YARN TRADER EITHER INDIVIDUALLY OR IN CONSORTIUM WITH FOLLOWING ELIGIBILITY:

1(a) **ELIGIBILITY CRITERIA for YARN MANUFACTURER:**

“**Yarn Manufacturer**” must have own production units and having a “**minimum Per Month Supply Capacity** of the specified yarn and “**minimum Annual Turnover** in yarn business only in any one of the last three financial years”, as below, for this Tender alone.

S. No.	Yarn Variety	Production infrastructure / agreement / Production capacity per month	Annual Turn over
1	50/36 Denier Polyester Bright FDY yarn	“ Yarn Manufacturer ” must have own spinning units and having a minimum supply capacity of 100 MT of the specified yarn per month	Rs.12.00 Crore
2	50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)	“ Yarn Manufacturer ” must have own spinning units and having a minimum supply capacity of 300 MT of the specified yarn per month	Rs.60.00 Crore
3	90/72 Denier Polyester Bright Airtex slub yarn (Dola)	“ Yarn Manufacturer ” must have own spinning units and having a minimum supply capacity of 400 MT of the specified yarn per month	Rs.90.00 Crore
4	150 D Digital zari kasab yarn	“ Yarn Manufacturer ” must have own spinning units and having a minimum supply capacity of 150 MT of the specified yarn per month	Rs.50.00 Crore

1(b) **ELIGIBILITY CRITERIA for YARN TRADER:**

“**Yarn Trader**” should have an existing contract agreement with yarn manufacturing units having a “**minimum Per Month Supply Capacity** of the specified yarn and “**minimum Annual Turnover** in yarn business only in any one of the last three financial years”, as below, for this Tender alone.

S. No.	Yarn Variety	Production infrastructure / agreement / Production capacity per month	Annual Turn over
1	50/36 Denier Polyester Bright FDY yarn	“ Yarn Trader ” should have an existing contract agreement with Yarn Manufacturing Units having a minimum supply capacity of 100 MT per month	Rs.12.00 Crore
2	50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)	“ Yarn Trader ” should have an existing contract agreement with Yarn Manufacturing Units having a minimum supply capacity of 300 MT per month	Rs.30.00 Crore
3	90/72 Denier Polyester Bright Airtex slub yarn (Dola)	“ Yarn Trader ” should have an existing contract agreement with Yarn Manufacturing Units having a minimum supply capacity of 400 MT per month	Rs.50.00 Crore
4	150 D Digital zari kasab yarn	“ Yarn Trader ” should have an existing contract agreement with Yarn Manufacturing Units having a minimum supply capacity of 150 MT per month	Rs.30.00 Crore

- In case the bidder is a consortium the maximum number of members allowed in the consortium shall not exceed three members.
- The members of the consortium shall nominate one member as lead member and others as members of consortium.
- The roles and responsibilities of the individual member of the consortium shall be define particularly with reference to the technical and financial capabilities.
- **The combined technical and financial capacity of the all members of the consortium shall be considered for meeting the technical and financial qualification criteria of the bid.**
- Shall enclose copy of the manufacturing license with their latest installed production capacity issued by the Competent Authority or copy of the declaration filed with the Competent Authority in lieu of license. The document shall reveal the production capacity clearly.
- Shall enclose a legally valid document in currency received from Tie-up yarn manufacturing unit in proof of ownership and possession of the tie-up unit by the person/ persons concerned.

2. The bidder can bid for one or more yarn varieties (Items of work) and shall submit Technical Bid & Financial Bid for each variety separately, duly mentioning the supply quantity within the specified "period of contract"/"delivery schedule".
3. The bidder should be in the business of Yarn manufacturing atleast for a period of last 3 Consecutive financial years(the sales & receipt proceedings shall depict in the balance sheet of the firm in the last 3 financial years and which are to be certified by the Chartered Accountant).
4. The V.C. & Managing Director, TGSCO (or) the persons authorized by her reserves the right to inspect the manufacturing unit of the tenderers before issuing orders and even after issuance of the orders to the successful tenderers while the yarn supply in progress.
5. The bidder shall submit IT return for the financial years 2021-22, 2022-23 and 2023-24 and also GST Registration Certificate and Tax Clearance Certificate/ returns submitted latest duly attested by the Chartered Accountant.
6. **Additional Documents to be submitted by the bidder** (For assessing the production capacity of the manufacturer) :
 - i. No of spindles installed and number of spindles working at present.
 - ii. Spindle point production for one month.
 - iii. Last 6 months yarn production details (month wise variety wise)
 - iv. The tenderer shall quote their production capacity for a period of 30 days duly deducting the orders on hand and the balance capacity available for this tender in the format given in Annexure – A of this Tender Schedule. All Copies of all documents shall be self-attested by the tender.

EARNEST MONEY DEPOSIT (EMD)

- 1) Tenderer shall pay an EMD for the amount as specified below, in the form of Demand Draft/ NEFT / RTGS / Bankers Cheque drawn in favour of "TSHWCS Ltd., Hyderabad" Payable at Hyderabad to the TSHWCS Ltd (TSCO), A/c No.039711100001431, IFS code No.UBIN0803979, Union Bank of India, Narayanaguda Branch. EMD will not be accepted in cash.

S.No.	Yarn variety / Item of work	EMD Amount (Rs.)
1	50/36 Denier Polyester Bright FDY yarn	2,00,000
2	50/36 Denier Polyester Bright FDY twisted yarn (Vacuum steamed)	10,00,000
3	90/72 Denier Polyester Bright Airtex slub yarn (Dola)	15,00,000
4	150 D Digital zari kasab yarn	9,00,000

- 2) The tender submitted without the prescribed Earnest Money Deposit (EMD) shall be summarily rejected. Unless they are specially exempted by the orders of Government of Telangana in force. Proof of exemption should be enclosed for such exemption of EMD and original should be produced at the time of opening of tenders. The EMD remitted shall not carry any interest.
- 3) The EMD will be returned to the unsuccessful tenderers after finalization of the tender. In the case of successful tenderers, the EMD shall be adjusted for the Security Deposit payable by the successful tenderers.
- 4) The amount remitted towards EMD is liable to be forfeited in case the tenderer withdraw from their offer after submitting their tender or after their offer is accepted and the tenderer fails to execute an agreement / Contract within the prescribed date.

GENERAL TERMS & CONDITIONS

1. Tenders shall be submitted in the prescribed form duly signed by the tenderer on each page of the tender document. **Conditional tender will not be accepted.**
2. The person or persons signing the tender shall state in what capacity he/she/they are signing the tender. If an individual submits a tender, it shall be signed with his full name and designation and his address shall be given. If it is submitted by a firm, it shall be signed by all the partners of the firm or by a partner of the firm duly empowered or authorized to do so and the authorization / Power of Attorney should also be enclosed.
3. If any tender is submitted by a Corporation/ Company / Society / Co-operative Society / Association of persons, it shall be signed by a duly authorized officer, who shall produce with this tender satisfactory evidence of such authorization. Such tenderer may be required to furnish evidence of its corporate existence before the tenders are finalized.
4. The rate quoted and quantity offered should be strictly filled in as required in the schedule forming part of the tender schedule. The rates should be clearly/neatly and legibly written both in figures and words strictly as in the schedule. Any correction, re-writing etc., in the tender schedule should be attested by the tenderer with full signature. If there is any discrepancy between the rate quoted in numbers and words, the lower of the two will be considered for evaluation.
5. Any tender once submitted shall remain in force as submitted, notwithstanding any modification, correction or cancellation made or attempted to be made in respect thereof by the tenderer or on his behalf whether on the ground of mistake or otherwise and any acceptance by the Tender Acceptance Committee of the tender as originally submitted or any part thereof shall be binding upon the tenderer notwithstanding that the Tender Committee, had received notice of such modifications, corrections or alterations before acceptance of the tender.
6. The tender schedule duly filled in along with the prescribed documents shall be dropped into the tender box kept in the office premises **upto 1.00 pm on 13.02.2025.**
7. In case, the above date happens to be a Public Holiday for any reason, tenders will be received up to the same time on the following working day.
8. Tenders received beyond the date and time mentioned above will be summarily rejected. The tenders submitted by **fax or by electronic mail will not be accepted.** The tenders received by post or courier will be accepted only if they are received **upto 1.00 pm on 13.02.2025.**
9. The Tender Committee shall take no responsibility for postal delays or loss in transit or non-receipt of the tender documents sent by post or courier or in any other manner or in person nor will any request for extension of time for submitting tenders be considered on any account.

10. The rate shall be quoted per kg weight of yarn as per quality noted in this schedule separately which shall be inclusive of all costs for delivery at the designed yarn unit and shall include cost such as packing, forwarding, transportation, loading and unloading, insurance if any and of all levies such as excise duty etc., but shall exclude **SGST/CGST/IGST. The breakup details of SGST/CGST/IGST shall be shown clearly and separately.** Delivery to the respective destinations shall be at the cost of the tenderer.
11. A bid shall offer for only one item of work, containing **Cover-A** (pre-qualification bid/Technical bid) and **Cover-B** (Rate bid/Price bid/Financial bid). The rate bid duly filled in should be placed in "**Cover B**" and the "**Cover B**" should be placed in "**Cover A**" duly sealed superscribing "**Tender for Supply of _____ yarn for Uniform Saree to SHG of Telangana State**" (Fill the blank with supply variety) and addressed to the Managing Director (TGSCO) / Tender inviting Authority Acceptance Committee is not responsible for any accidental openings of the Covers that are not properly Superscripted or Sealed.

Cover "A" (Pre – qualification Bid)

Should contain EMD, Tender schedule duly signed, declaration, Annexure – A and all other documentary evidences as per this tender schedule required to be furnished by the tenderer.

Cover "B" – (Rate Bid) to be enclosed separately, as per format (Part II B)

12. The Rate Bid duly filled in should be placed in "**Cover B**" duly sealed superscribing "**Rate bid for Supply of _____ yarn for Uniform Saree to SHG of Telangana State**" (Fill the blank with supply variety) and addressed to the V.C. & Managing Director/ TENDER INVITING AUTHORITY O/o V.C. & Managing Director, TGSCO, Hyderabad 500 029, Telangana. The Tender Committee is not responsible for any accidental opening of the covers that are not properly superscribed or sealed. The declaration in this tender schedule must be signed by the tenderer.
13. All the covers should have the name of the Tenderer/ Manufacturer without fail.
14. Tenderers shall not make any attempt to establish unsolicited and unauthorized contact with any person connected with the tender either prior or after the opening of the tender and prior to the notification of the Award and any attempt by any tenderer to bring extraneous pressure on any person concerned with the procurement shall be sufficient reason to disqualify the tender.
15. In case of any dispute arising in this tender, such disputes shall be referred to the VC & MD, TGSCO who shall be Arbitrator and the decision of the Arbitrator shall be final and binding on the parties.
16. Any other dispute arising out of non-fulfillment of any of the terms and conditions of this tender will be subject to the jurisdiction of the Civil Courts at Hyderabad City.
17. In respect of matters not specifically mentioned in these clauses, the Tender Acceptance Committee shall give reasonable instructions and directions and the successful tenderer shall comply with the same. Failure to comply with the same shall constitute breach of terms and conditions.

18. All the pages in the tender schedule should be numbered and a check list should be submitted duly indicating the page numbers of documents enclosed.
19. If the successful tenderer fails to execute/ complete the order after the acceptance of supply order, it shall be open to the Tender Committee to procure the yarn by any other means and the difference in cost will be recovered from such tenderer besides the tenderer has to pay all the consequential losses, damages and all other costs including penalty.
20. After the issue of tender documents and before opening of the tender the Department may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents and corrigendum will be uploaded for the information of those who have downloaded the tender documents from the web-site.
21. The Tender Accepting Authority has powers to extend the tender opening date.
22. The V.C. & Managing Director, TGSCO/ Tender Accepting Authority reserves the right to cancel the Tender at any time without assigning reasons thereof.
23. The V.C. & Managing Director, TGSCO reserves the right to terminate the supply order/ contract without any notice on the following:
 - a) If the successful tenderer fails to supply the ordered quantity within the stipulated time. Further, the Tender Committee, TGSCO may also consider blacklisting of the tenderer and initiating action for the breach of contract.
 - b) IF the successful tenderer becomes insolvent, bankrupt or has any execution of lawful attachment served upon him or on the goods or if he omits any duty or commits any breach of the terms and conditions of the supply.
 - c) If the successful tenderer has been blacklisted by any procuring entity of the state/ Central Govt. and its agencies.
 - d) Any other reason to be in writing having a bearing on the scheme.
24. The Successful Tenderer will enter into an agreement with TGSCO and as per Agreement condition, the Successful Tenderer/bidder shall supply the yarn.

The Tender Accepting Authority shall have the right to seek additional information in writing from the tenderers as he/ she considers relevant at any point of time before deciding tender.

OPENING OF TENDER

1. **Tender will be opened on 13.02.2025 at 3.00 PM** at the Office of the O/o V.C. & Managing Director, TGSCO, Hyderabad-500029 in the presence of the available tenderers or their authorized representatives, (only one individual shall represent one tenderer). The authorized representative shall produce satisfactory evidence of authority of tenderer to act on behalf of the tenderer at the time of opening the tender. The opening of tender will be in the presence of the tenderers or his authorized representative who shall be empowered by the tenderer to take on the spot decisions for which the authorized representative must produce proof of document.
2. Cover 'A' will be opened first. A Tender Committee will scrutinize the tender documents. **On receipt of the Technical Committee Report, Cover 'B' of those who passed the qualification parameters will be opened.**
3. The declaration in this tender schedule must be signed by the tenderer. Tenders received without signed declaration will be rejected. This declaration should be placed inside the Cover "A".

PERIOD OF CONTRACT :

Period of Contract is **60 days** i.e. the mentioned quantity of the Purchase Orders shall be supplied in 60 days from the date of letter of acceptance as mentioned in "DELIVERY POINT& SCHEDULE" clause.

VALIDITY OF THE TENDER

The tender shall be valid for a period of 365 days from the date of opening of the tender, for issuance of further purchase orders if necessary. If required, the period may be extended **further 365 days** at the discretion of the V.C. & Managing Director, TGSCO. Therefore, the **rate** quoted shall be valid for a period of **365 days** from the date of opening of the tender, and it may be extended further 365 days at the discretion of the V.C. & Managing Director, TGSCO. **However, the quoted price will be reviewed every (6) months at the discretion of the V.C. & Managing Director, TGSCO**

EVALUATION OF THE TENDER

TECHNICAL BID:

1. In this process, inspection will be conducted in the premises of the prospective bidders i.e., at their respective manufacturing unit mentioned in the tender document to confirm the existence of machineries/ facilities required in the tender as stipulated in the tender schedule.
2. If required, Inspection will be conducted more than once to clarify, the technical issues and doubts.
3. The tenderer must extend his Co-operation to the inspection officer and provide the request details and he must allow the inspection officers to take videography / photograph of the machineries/ facilities inside the premises of the manufacturing unit without any hindrance and hesitation.
4. The Tender Inviting Authority or the Tender Accepting Authority shall seek Bonafide clarifications from Tenderers relating to the Tenders submitted by them during the evaluation of Tenders.
5. The tenderers shall give all the details explicitly pertaining to the capacity of yarn manufacture, annual turnover and other details as required so that a fair evaluation can be made. **Tenderers who furnish inadequate, false and ambiguous information are liable for rejection and penal action.**

FINANCIAL BID:

1. The L1 rate will be evaluated as detailed below. If all the tenderers are from within the State or where all the tenderers are from outside the State or the tenderers from both within the State as well as from outside of the State, the SGST/CGST/IGST shall be included for the evaluation of price.
2. Tenders having a minimum supply capacity (as mentioned in Eligibility Criteria) for this Tender alone would be considered for evaluation.
3. The tenderers will be ranked on the basis of rates offered *for the specified yarn varieties* separately.
4. Orders will be placed with the Tenderers, who are otherwise qualified, based on their acceptance to supply at the lowest evaluated rate *for the specified yarn varieties* based on the capacity to supply a specific order quantity as evaluated. Decision of the Tender Acceptance Committee, in the regard is final and binding on all the Tenderers.
5. The Tender Acceptance Committee reserves the right to place orders on more than one supplier and vary the order quantity accordingly. Quoted rate for supply of **specified Yarn** and capacity of manufacturer to supply the ordered quantity will be evaluated and orders will be placed at rates finally arrived at and agreed upon.
6. The Tender Acceptance Committee reserves the right to reject all or any one of the tenderers without assigning any reason thereof or to split the tender as it may deem fit or to carryout negotiations with the tenderers in a manner considered to be advantageous to the Government.
7. The Tender Acceptance Committee reserves the right to place order or not with the Tenderer if they become eligible on evaluation supply less than the minimum quantity as specified in the Clause (3) above.
8. The Tender Inviting Authority, TGSCO may seek Bonafide clarifications form Tenderers relating to the Tenders submitted by them during the evaluation of Tenders.
9. The tenderers shall give all the details pertaining to the capacity to manufacture, annual turnover and their details required so that a fair evaluation can be made. **Tenderers who furnish inadequate and ambiguous information are liable for rejection.**
10. **The decision of the Tender Acceptance Committee shall be final and binding in respect of matters connected with this tender.**
11. Any Tenderer aggrieved by the order passed by the Tender Acceptance Committee may appeal to the Government within 10 days from the date receipt of order issued.

Notification of award:

1. Prior to expiration of the period of bid validity, VC & MD will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder's furnishing of performance security.
2. The VC & MD will promptly notify each unsuccessful bidder and will discharge its bid security. The Bid validity can be extended based on the mutual consent of the TIA and all the participant bidders.

SECURITY DEPOSIT

1. The successful tenderer shall remit the Security Deposit and execute the agreement within 5 (five) working days from the date of letter of acceptance from the V.C. & Managing Director, TGSCO.
2. The successful tenderer shall remit Security Deposit amount @ 3% (Three per cent) of the value (without GST) of the order placed by means of "crossed demand draft" drawn in favour of "TSHWCS Ltd., Hyderabad" Payable at Hyderabad. No Cheque will be accepted.
3. The EMD and security deposit can also be paid through RTGS to the TSHWCS Ltd (TGSCO), A/c No.039711100001431, IFS code No.UBIN0803979, Union Bank of India, Narayanaguda Branch.
4. The Security deposit can also be paid by means of "Irrevocable Bank Guarantee" obtained from a "Nationalized Bank / Scheduled Bank" Valid for a minimum period of one year from the date of letter of acceptance.
5. EMD shall be adjustable for the Security Deposit while accepting the Security Deposit.
6. If the Security Deposit is not paid within the time specified, the Earnest Money Deposit remitted by the tenderer shall be forfeited and the delivery order shall be liable for cancellation at the discretion of the V.C. & Managing Director, TGSCO. Besides, all the consequential losses, damages and cost if any incurred on the purchase made in subsequent tender or re-tender or by any other means will also be recovered from the tenderer.
7. The Security Deposit shall not carry any interest.
8. Security Deposit depending upon unsupplied quantity i.e., Pro-rata Security Deposit will be forfeited if the successful tenderer fails to supply the ordered quantity or makes undue delay in effecting supply. If the unsupplied / unaccepted quantity is more than 50% of the ordered quantity, the entire Security Deposit will be forfeited.
9. Security Deposit in full will be refunded only to the tenderer on successful completion of the supply order in full within the stipulated time. For delayed supply or incomplete supply, PENALTY clause of the Tender schedule may be referred.

EXECUTION OF AGREEMENT:

1. The Successful Tenderer shall execute an agreement in the prescribed form on a **stamped paper of Rs.100/-** value within (5) working days from the date of letter of acceptance, failing which the EMD remitted by the tenderer will be forfeited, without issuing intimation or notice. The tender shall also be liable for cancellation and the tenderer liable for consequential actions.
2. The agreement shall only in accordance with this tender schedule and there shall not be any contradictions.
3. The agreement shall not be executed before the remittance of the security deposit.
4. If the successful tenderer fails to execute an agreement / contract within the prescribed date, he/she shall be liable for paying all consequential costs, damages and losses arising out of his/her failure.

QUALITY AND QUANTITY PARAMETERS

1. The successful tenderer should maintain the specified quality for the entire supply. **Yarn shall carry the label of the Yarn Manufacturer.**
2. If any of the lots supplied does not meet the required specification as per the test report, such supply will be automatically rejected and the rejected lot shall be allowed to be removed and replaced within that phase as per allotment at the cost of the tenderer.
3. If the rejected lot is not replaced by the Tenderer during the specified period, the cost of replacement shall be recovered either from the payment due or from the Security Deposit besides levy of penalty.
4. Payment will be made only for the actual quantity accepted for supply after testing the quality parameters and actually accepted.
5. If the yarn supplied by a tenderer to the yarn unit is rejected based on test report from the authorized testing laboratories continuously for more than five times or on different occasions for more than five times, it shall be open to the V.C. & Managing Director, TGSCO to cancel the order placed with such tenderer and make alternative arrangements for procurement for such quantity at the risk and responsibility of the tenderer and to claim any loss in such transaction from the tenderer. The Security Deposit of the tenderer shall also be forfeited, and liable to be blacklisted.
6. If any quantity supplied is under testing and kept pending at yarn unit on the date of expiry of validity of the order and rejected subsequently based on the test report, the tenderer shall replace the rejected quantity within a period of seven days from the date of intimation at the cost of the tenderer. If the replenished stock conforms to the quality prescribed in the tender, such consignment will be accepted.
7. The yarn supplied by the Tenderer, even if the yarn passes the Quality Parameters, but become unloomable, it will be treated as rejected and the corresponding Quantity will be cut from the particular supplier and allotted to the other bidders.
8. The quantity noted for the specified yarn varieties in the tender is approximate and order could be subject to a variation of **25%** either way of requirement indicated in the Tender.
9. Orders will be placed for specified quantity for supply to specified yarn unit.
10. The Tender Committee reserves the right to place orders with more than one supplier and vary the order quantity accordingly.
11. Quoted rates for supply of yarn, capacity of the manufacturer to supply the ordered quantity within the delivery schedule will be evaluated and orders will be placed accordingly.
12. Manufacturers who are participating in the tender shall give all the details pertaining to their capacity to manufacture / supply, with breakup of annual capacity, separable capacity for this tender, annual turnover etc., so that a fair evaluation can be made.
13. Traders/ Manufacturers who are participating in the tender shall give all the details pertaining to their capacity to manufacture/ Supply, with breakup of annual capacity, available capacity for this tender, annual turnover, etc., so that a fair evaluation can be made.
14. **Tenderers who furnish inadequate and ambiguous information are liable for rejection. Tenderer who furnish false and fabricated details/ documents are liable for penal action in accordance with the rules in force by the competent Authority.**

PAYMENT

1. No advances will be paid towards the supply.
2. On receipt of the delivery of the consignment at the yarn units, quality inspection and testing will be done through one or more approved laboratories. Drawing of samples will be done by a panel of members constituted by the **VC & MD, TGSCO**. Tenderer or the person authorized by the tenderer will be permitted to be present while drawing samples for testing.
3. Lab reports have to be submitted along with Polyester and zari yarns from the Government of India approved Textile laboratories and NABL Accredited Textile laboratories. If the test report result confirm to the quality parameters, the consignment will be accepted by the yarn, based on the test results.
4. The TGSCO reserve the right for Third party testing.
5. The copy of the invoice, test report along with the remarks of the controlling officers and acknowledgement issued by yarn units and receipt of consignments will be sent by yarn units and after Scrutiny, **90% payment** will be released by TGSCO within 30 days from the date of receipt of document in full shape from yarn units (**subject to availability of funds**)
6. The balance 10% payment will be made on completion of supply and after reconciliation of accounts.
7. Payment will become due only from the date of completion of supply of each phase. As and when a lot is delivered with positive test results, the bidder can claim payment.
8. Tax deduction, if any, at source as per Government of India regulations will be effected while making payment. If any bidder had exemption to such deduction, it will be duly considered on production of certificate to the effect.
9. The cost of samples for testing and testing charges shall be borne by the tenderer.

Technical Specifications of Yarn

50/36 Denier Polyester Bright FDY yarn

Sl.No	Details	Specifications
1	Count of yarn	50 Denier
2	Test tolerance for denier	+/-5%
3	No of filaments	36
4	Tolerance for filaments	+/-2
6	Quality	For Twisting and Warp
7	Type of yarn	Polyester Bright FDY yarn
8	Tenacity (Grams per Denier)	3-5
9	Effective Elongation	14-32%

50/36 Denier Polyester Bright FDY Twisted yarn (vacuum Steamed)

Sl.No	Details	Specifications
1	Count of yarn	50 Denier
2	Test tolerance for denier	+/-5%
3	No of filaments	36
4	Tolerance for filaments	+/-2
5	Twist per Mtr	800 TPM
6	Quality	Warp
7	Type of yarn	Polyester Bright FDY Twisted yarn
8	Tenacity (Grams per Denier)	3-5
9	Effective Elongation	14-32%

90/72 Denier Polyester Bright Airtex Slub Yarn (Dola)

Sl.No	Details	Specifications
1	Count of yarn	90 Denier (Resultant count 105D)
2	Test tolerance for denier	+/-5%
3	No of filaments	72
4	Tolerance for filaments	+/-2
5	Quality	Weft
6	Type of yarn	Polyester Airtex bright slub yarn (DOLA)
7	Tenacity (Grams per Denier)	3-5
8	Effective Elongation	14-32%
9	Slubs per mtr	1
10	Slub length	1.50 to 2.00 inch

150D Digital Zari kasab yarn

Sl.No	Details	Specifications
1	Count of Zari	150 D
2	Count of Core Yarn	75 D
3	Tenacity (Grams per Denier)	2.6 GPD (Minimum)
4	Quality	Digital Zari
5	Colour Fastness to Dry Heat at 180°C for 1 Minute	Rating-5
6	Resistance to Wet Heating at 100°C for 10 Minutes	Rating-4
7	Colour Fastness to Washing (Test No.3) at 60°C	Rating-4
8	Colour Fastness to Rubbing Wet & Dry	Rating-4
9	Twist Per Mtr.	1700
10	Type of Twist	'Z' & 'S' Twist

DELIVERY POINT& SCHEDULE

1. The delivery of yarn shall be made to the designated TGSCO Yarn Depot, Vemulawada, or any other depot in Telangana
2. The delivery schedule shall be as follows:

<i>Phase No.</i>	<i>Delivery Days</i>	<i>% of quantity ordered To be delivered</i>	<i>% of cumulative delivery to be completed.</i>
2	15 – 30 days	40% of the ordered quantity	40%
3	31 – 45 days	40% of the ordered quantity	80%
4	46 – 60 days	20% of the ordered quantity	100%

- The delivery schedule shall commence on 15th day from the date of letter of acceptance issued by V.C. & Managing Director, TSCO hereinafter called TGSCO. The ordered quantity should be delivered as per the delivery schedule. **All delivery of yarn should bear the label of the manufacturer and packing details on the bag.** Condition such as strike, lockout, power cut, plant shut down for any reason etc., will not be accepted as valid reasons for delay in delivery.
 - The Tenderer should offer a minimum quantity of **2 MT** and maximum of **17 MT** of yarn for testing as one lot. Invoice for supplies also to be raised per lot.
 - Delivery order shall be issued specific quantity of yarn to each yarn unit/Depot. Delivery shall be made as per the delivery order issued to each yarn unit/depot.
3. Delivery % should be strictly even in all varieties to each and every yarn unit/depot in each and every phase of delivery very particular and there should not be any deviation.
 4. In case there is any deviation or shortfall in supply of yarn as stipulated above, it will be construed that supply of yarn in the particular phase stands not completed and it will ultimately attract penal action under “PENALTY” clause below and penalty will be imposed for the unsupplied yarn and recovered from the tenderer.
 5. The V.C. & Managing Director, TGSCO, reserves the right to cancel the contract if the deliveries are not completed within the stipulated period of delivery notwithstanding the Penalty charged on the belated delivery. The decision of Tender Committee shall be final in all matters relating to the tender.
 6. The clauses regarding rejected qualities of yarn may be seen in “**QUALITY & QUANTITY PARAMETERS**”.

PENALTY

DELAYED SUPPLY:

- a. If the Tenderer fails to supply the quantity as per the supply Schedule, a penalty @ **Rs.1.00 per kg/per day** for initial 10 days will be levied which can be extended by another 10 days with enhanced penalty @ **2.00 per kg/per day**.
- b. Any further extension will be at the discretion of the V.C. & Managing Director, TSCO with a further enhanced penalty of @ **Rs.4.00/- per kg/per day**.
- c. Further, where no extension of time is granted, the balance quantity is liable for cancellation besides charging a penalty @5% of the unsupplied value and forfeiture of pro-rata security deposit.

- d. Extension of time for final supply with enhanced penalty @ **Rs.4.00/- per kg/per day** will be at the discretion of the V.C. & Managing Director, TGSCO.
- e. Delivered quantity means quantity delivered by the tender at the delivery point. Supplied quantity means quantity passed on testing and accepted. The tenderer is liable to replace the quantities which are rejected in testing.
- f. If the supply is not made to the particular yarn unit as per allotment enclosed in the supply order it will be treated as unsupplied quantity and penalty will be levied.

NON-SUPPLY/ SHORT SUPPLY:

- 1) If the tenderer fails to deliver any quantity in the first 3 phases of the delivery schedule, i.e., phase No.1,2, & 3, the supply order for the total quantity placed with such tender is liable to be cancelled and re-tender may be called for. In case of re-tender, any additional cost incurred, shall be charged from the tenderer (or) such quantity will be redistributed amongst the other suppliers.
- 2) If the supplier do not effect their timely supply within the specified time period, as per the schedule of supply, that quantity also will be cut down and allotted to other bidders, on their accepting to it.
- 3) In respect of unsupplied quantity, after expiry of extension of time with penalty, pro-rata Security Deposit will be forfeited in addition to the levy of penalty at 5% of the value of the unsupplied quantity. Additionally, all consequential losses, costs and damages incurred for making alternative arrangements shall also be recovered from the tenderer.
- 4) The tenderer shall remove the rejected quantity yarn from the yarn depot (delivery points) at their own cost within 48 hours from the date of intimation of rejection, failing which a penalty of **Rs.1000/- per day per MT** will be levied subject to a maximum of 14 days.
- 5) The V.C. & Managing Director, TGSCO shall not be responsible for any damage to the rejected yarn.
- 6) V.C. & Managing Director, TGSCO also reserves the right to itself to dispose off the yarn as it deems fit, beyond 14 days from the date of intimation if the same is not lifted.
- 7) The penalty levied and recoveries ordered will be adjusted against the pending payment/ Security Deposit

CORRUPT, FRAUDULENT AND UNETHICAL PRACTICES:

VC & MD will reject a proposal for award and may debar the bidder for future tenders, if it determines that the bidder has engaged in corrupt, fraudulent, or unethical practices in competing for, or in executing a contract. Here:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and
- b) "Fraudulent practice" means an act or omission or misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) "Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in Price bid amount, upward revision of quality of goods etc., after opening of first bid will be treated as unethical practice.

TERMINATION FOR DEFAULT:

The V.C. & Managing Director, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

If the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension of time thereof granted by the VC & MD or if the Vendor fails to perform any other obligation(s) under the Contract or if the Vendor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

FORCE MAJEURE:

The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the VC & MD in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the VC & MD in writing of such condition and the cause thereof. Unless otherwise directed by the VC & MD in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

DISPUTE RESOLUTION:

The VC & MD and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after fifteen (15) days from the commencement of such informal negotiations, the VC & MD and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the government.

If after the negotiations with the Government the vendor has been unable to resolve amicably a contract dispute the All disputes or difference arising of or relating to the Contract shall be referred to the adjudication of the arbitration conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof the jurisdiction. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

The contractor shall make a reference for adjudication under this clause within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

APPLICABLE LAW:

The contract shall be interpreted in accordance with appropriate Indian laws.

TAXES AND DUTIES:

The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until installation of the contracted Goods/ services at the site of the user or as per the terms of tender document if specifically mentioned. The Taxes, Duties, Cess shall be applicable from time to time at the time of supply and invoice raised for adjustment of unit rate consequent to change in the rate of Taxes, Duties, Cess.

DECLARATION

I / We _____ having our office _____ at _____ declare that I/ We have carefully read all the conditions of this tender, for the supply of Yarn and abide by the all the terms and conditions set forth therein.

2. I/ We declare that I/ We have been in Yarn business continuously for the last 3 complete financial years consecutively (Proof enclosed) and also having turn over as prescribed in the minimum qualification.
3. All the particulars furnished in this tender are true and correct. If any particular is found false at a later date, we are liable for any action taken by the V.C. & Managing Director, TGSCO.

Particulars of EMD remitted

Name of the Bank :

Amount :

D.D No. & Date :

*Strike out whichever is not applicable

Date:

SIGNATURE OF THE TENDER

Name in (BLOCK LETTERS) :

Designation :

Name of the Company/ Society
/Association of Persons :

Full Postal Address :

Phone No. With STD Code/ Fax No./ E-mail ID :

Official Seal of the Tenderer

ANNEXURE – A
DETAILS ABOUT TENDERER
(PART I – COVER – A)

(All the details should be filled up without any omission)

1.	a. Name of the Firm	:			
	b. Full Postal Address	:			
	c. Phone Number	:			
2.	Whether the firm is a	:	Proprietary/ Partnership/ Private Limited/ Public Limited/ Co-op./Govt. Institutions		
3.	If the firm is a proprietary, Name of the persons involved in the Management of the Company with Designation and contact Phone/ Mobile No.	:			
4.	Name of the person signing this tender document with phone number and address.	:			
5.	If the firm is a partnership company name of the partners (Partnership deed should be enclosed)	:			
6.	Date of Registration/ Establishment	:			
7.	Whether the firm is registered with local Sales tax authorities Please furnish GST Registration No. and Date (Copy to be Enclosed)	:			
8.	Date from which Factory started Functioning	:			
9.	Whether the firm is holding proper license for running the factory (copy of the License should be enclosed). If license is not required exemption granted.	:			
10.	Address of the factory with Phone No.	:			
11.	Registration with Excise Duty Authority Registration No./ Date (Please enclose the copy of the Registration Certificate)	:			
12.	Whether valid consent order from Pollution Control Board having validity is in currency	:	Yes/ No		
13	Income Tax Returns filed (enclose copy of Returns filed and IT Clearance Certificate)	:	Financial Year	IT Return Filed	IT Clearance Certificate
			2021-2022	Yes/ No	Yes/ No
			2022-2023	Yes/ No	Yes/ No
			2023-2024	Yes/ No	Yes/ No

14. PRODUCTION CAPACITY for**Yarn:**

Sl. No	Address of the Manufacturing unit	Total Number of Spindles	Number of Spindles in working condition	Total Number of spindles in working condition engaged for this tender	Production capacity for 30 days	Last 6 months average yarn production per month (MT)	Orders on hand other than this tender
1	2	3	4	5	6	7	8

15. Business turnover for 3 Years:**(Rs. in Lakhs)**

Financial Year	Yarn Turn Over	Other Trading Turn Over	Total Turn Over
2021-22			
2022-23			
2023-24			

16. Banker with Account No. and address (Enclose copy of the latest Pass Book or a Certificate from the Banker)

17. PAN NUMBER:

18. Audited Annual Accounts for 3 years Duly attested by the Chartered Accountant (Enclose Copies)

Financial Year	
2021-22	Yes / No
2022-23	Yes / No
2023-24	Yes / No

I/ We certify that the above particulars are True and Correct and I/ We are responsible for any wrong information.

DATE:

SIGNATURE OF THE TENDERER

CHECK LIST FOR SUBMISSION OF DOCUMENTS IN COVER "A"

S.No.	Details for Documents	ENCLOSED		Page No.
		YES	NO	
1.	Whether Earnest Money Deposit Enclosed	YES	NO	
2.	Whether Tenderer having minimum Production Capacity as specified in 'Eligibility Criteria'	YES	NO	
3.	Annual Business Turn Over: Not less than the Specified Figure in 'Eligibility Criteria', in Yarn Business only in any one of the last three financial years.	YES	NO	
4.	Check whether copy of the following documents are enclosed			
	a) Manufacturer license with latest installed production capacity or copy of the declaration filed with competent Authority	YES	NO	
	b) Legally valid document in currency for proof of ownership and possession of the tie-up Manufacturing unit.	YES	NO	
	c) Monthly production capacity	YES	NO	
	d) Capacity available for this tender	YES	NO	
	e) Orders on hand other than this tender	YES	NO	
5.	Legally valid Contract agreement with tie-up unit and for proof of ownership and possession of the tie-up unit.	YES	NO	
	a) Manufacturer license with latest installed production capacity or copy of the declaration filed with competent Authority	YES	NO	
6.	General			
	a) Income Tax returns for 3 years.	YES	NO	
	b) GST Registration Certificate.	YES	NO	
	c) Copy of audited Annual accounts duly certified by the Chartered Accountant for the financial year for 3 years, 2021-22/ 2022-23/ 2023-24 or certified copy of chartered accountant.	YES	NO	
	d) Affidavit in Rs.100/- stamp paper to prove that the firm is not Blacklisted by State/ Central Govt. Departments or Affiliated units.	YES	NO	
	e) Details of previous supply if any made to Govt. of Telangana	YES	NO	
	f) Copy of latest Bank account statement	YES	NO	
7.	Whether all documents enclosed are self-attested.	YES	NO	
8.	Whether the Declaration and Annexure-A are duly filled in.	YES	NO	
9.	Whether all pages of Tender Schedule are signed.	YES	NO	

Note:- The checklist should be properly filled by the tenderers with correct reference to the page number. The entire tender documents along with annexure should be numbered serially and stitched together by placing the checklist on the top followed by the Tender schedule.

STATEMENT – I
Previous Experience

Year	Name of the work	Address of the agreement concluding agency	PO. Number and Date	Qty. of supplies made	Value of supplies made in Rs.
2021-22					
2022-23					
2023-24					

Attach certificate(s) issued by the competent authority showing work wise/year wise value of work done in respect of all the works executed by the Bidder during last three years (OR) Purchase order copy & Commissioning report signed by the competent Authority of Government Organizations only
(OR)

If the purchase/work orders and commissioned reports are in any other language, they are to be translated into English language and submitted duly certified by Notary.

Stamp and Signature of the Bidder

STATEMENT – II
Financial Turnover and IT Returns

S. No	Year	Financial Turn Over Rs. In Cr	Income Tax Returns
1	2021-22		
2	2022-23		
3	2023-24		

Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate should be submitted

Stamp and Signature of the Bidder

Annexure-I
Bid Letter Form
(Registered Name and Address of the Bidder)

To
VC & MD

Sir,

Having examined the bidding documents and amendments thereon, we the undersigned, offer to provide goods/ services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call No

Dated.

Project title:

We undertake to provide goods/services/execute the above work or its part assigned to us in conformity with the said bidding documents.

If our bid is accepted, we undertake to;

1. Provide goods/services/execute the work according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract during its period, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We undertake that in competing for the (and if the award is made to us, in execution) the contract, we will strictly observe the laws against fraud and corruption in India like but not limited to "The Prevention of Corruption Act 1988"
5. We understand that until formal contract is signed and executed, this bid and your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.
7. We hereby nominate Mr./Mrs....., (with complete contact details) with mobile No and e-mail ID, responsible for dealing with this tender process and his Photograph is pasted below.

Date:

Place:

Stamp and Signature of the Bidder

Annexure-IIA

Consortium Agreement/ Memorandum of Understanding (MoU)

[To be executed on Rs.100/- stamp Paper and should be duly Notarized.]

This Consortium Agreement (hereinafter the "Agreement") entered into by and made this on -----
---- day of -----, Two Thousand and ("Date of Signing").

BETWEEN

..... having their principal place of business at for
and on behalf of himself/themselves, his/their. Heirs, Executors, Administrators and permitted
assigns (hereinafter called "The Bidder") of the ONE PART;

AND

..... having their principal place of business at for
and on behalf of himself/themselves, his/their. Heirs, executors, administrators and permitted
assigns (hereinafter called "The Bidder") of the SECOND PART;

AND

..... having their principal place of business at for
and on behalf of himself/themselves, his/their. Heirs, executors, administrators and permitted
assigns (hereinafter called "The Bidder") of the THIRD PART;

CONCERNS

- a. The Managing Director, TGSCO, Hyderabad (hereinafter referred to as "EMPLOYER") has issued Tender Notification No.----- Dated --/--/2025 (hereinafter referred as the "TENDER ") for carrying the work ".....", (hereinafter referred as the "WORKS");
- b. As specified in the TENDER, the Tenderer has formed a Consortium (Maximum of Three Members Only wherein One member as LEAD MEMBER and hereby enters into this Agreement and the Parties have fully agreed to participate as members of the Consortium subject to the said terms and conditions of this Agreement.
- c. The members of the Agreement shall each be referred to as the "Party" and together as "Parties";

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. OBJECT :

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit Bids, Specifications' and Quality Control Reports which has been described in the Tender / Contract Agreement to be entered into with TGSCO to take up the same and implement it as per its terms and conditions.

2. EXCLUSIVITY:

The Parties herein agree that no party shall Consequent to the successful bidding withdraw from this Agreement during the execution of the Project for any reason, whatsoever.

The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by TGSCO for awarding the Agreement.

3. PROJECT COORDINATOR:

The Parties hereby agree that the Party of the First Part shall act as the Lead Partner for self and on behalf of the other parties and shall enter into and execute the Agreement for itself and on behalf of the other parties and shall act as Project Coordinator and Consortium Manager. The parties herein further declare and confirm that they are jointly and severally bound to TGSCO for execution of the Agreement in accordance with its terms and shall jointly and severally be liable to TGSCO to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Parties of the Consortium.

4. RESPONSIBILITY AND OBLIGATIONS OF THE PARTIES:

The responsibilities and obligations of each of the Parties herein shall be as delineated in **Table-I below**, to this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per **Table-I** aforesaid. It is agreed that the financial responsibility of the works identified in **Table-I**.

S.No.	Member/Part	Share %
1	_____ (Lead Partner)	_____ %
2	_____	_____ %
3	_____	_____ %

It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to TGSCO under the project or the Agreement.

5. COOPERATION

The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement. The Lead Partner undertakes to provide TGSCO with all information at its disposal for due performance of the Agreement. The Parties herein also undertake to inform in time each other and TGSCO regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement and shall take all remedial measures to ensure successful performance of all the obligations of the consortium here in under and under the Agreement for.

Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each Party shall pay its own taxes and make other statutory and mandatory payments (taxes) duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including. But not limited to contracts, Orders and confirmations, receipts and invoices. Time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement.

The Lead Partner shall be responsible to maintain contact with TGSCO and request clarification, guidance or advice whenever needed. The other Parties herein shall route all their requests with regard to clarification and guidance through lead Partner in normal circumstances but may have communicate directly with TGSCO through common access e- mail and or letters duly copied to Lead Partner in case of emergencies.

6. CONFLICT OF INTEREST:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project and also to identify any conflict of interest so that TGSCO can consult with the lead Partner and other Parties to sort out such conflicts.

7. POST CONTRACT LIABILITIES:

For any loss or damage on account of any breach of this Agreement or the Project Agreement or any short fall in the execution of the Project, meeting the guaranteed performance or parameters as per technical specifications, documents relating to the Tender or the Project Agreement the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on TGSCO demand without any demur to this Agreement TGSCO shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of TGSCO to proceed against the Lead Partner before proceeding against the other Parties herein.

8. ASSIGNMENT:

The rights and obligations of First, Second and Third Participant Member under this Agreement shall not be assigned to any Fourth party without the prior written consent of TGSCO.

9. RESOLUTION OF CONFLICTS:

All conflicts between the Lead partner and Associate Partner if raised would be resolved amicably under the guidance of TGSCO Authorities for betterment of the project.

10. DURATION:

This Agreement shall come into force as of the Date of Signing and shall continue in force and effect until the complete discharge of all the obligations, concerning for carrying out the WORKS, which have been taken on by the Parties under the Contract Agreement signed with TGSCO, Tender document and to this Agreement.

11. GENERAL:

Accordingly, we the partners in the Consortium hereby confirm that the name and style of the Consortium shall be as per the qualification and Contract Conditions.

In consideration of the bid submission by us to TGSCO, If considered as acceptable and the award of contract by TGSCO in the name of Lead Partner under this the Consortium (on approval of TGSCO), we the partners to the Consortium, do hereby agree that the Partner -I (M/s-----) shall act as the lead partner for self, and for and on behalf of Partner - II in so far as setting up and maintaining Consortium office at Bangalore and carrying out all formal correspondence and allocating the work among consortium partners and further declare and confirm that we shall jointly and severally be bound unto TGSCO for execution of the contract in accordance with the contract terms and shall jointly and severally be: liable to TGSCO to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

In case of award of contract, we the partners with this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of TGSCO from a bank acceptable/ approved by TGSCO for a value and period as stipulated in the Contract conditions and such guarantee shall be in the names of the Lead Partner and agreeable to other partners of the Consortium in ratio to the work responsibilities.

It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract Agreement signed by the Lead Partner and shall continue to be enforceable till TGSCO discharges the same. It shall be effective on the date first above mentioned for all purposes and intents. IN WITNESS WHERE OF, the partners to this Consortium agreement have through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year as above mentioned.

The above consortium agreement executed is mutually is on agreed terms and trust to execute the above Scope of works mentioned and signed as under for acceptance in full:

Lead Member

Associate Member

Associate Member

Witness1

Witness2

Annexure-IIB

Power of Attorney authorizing the Signatory of the Bid

Whereas the..... (the“Authority”) has invited bids from eligible parties for the Project (the “Project”). Whereas,, and collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at, M/s....., and M/s., having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s....., having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHERE OF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF _____ 2025.

For.....
(Signature, Name & Title)

For.....
(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)
(To be executed by all the Members of the Consortium)

Annexure-III

Blacklisting Declaration Form-2

On Rs.100/- Non-Judicial Stamp paper (NJS)

I,S/o...aged about Years Resident of do here by affirm on oath as under. That I am Managing Director/Director/Partner/ Proprietor of M/s.....

That I am responsible for the day-to-day affairs and conduct of business of M/s..... for the purpose of performance of the contract in accordance with the terms and conditions stipulated therein.

That this firm is not blacklisted by any of the Central or State Governments or Central or State Government Agencies/ Departments/Organizations. That in the event of any change in the constitution of the Company, I will inform V.C. & Managing Director, . The following are the Directors/Partners of the Company whose Names and permanent address are given below:

Sl.No.	Name	S/O	Age	Residential Addresses.
1				
2				
3				

WITNESSES WITH FULL ADDRESS:

- 1.
- 2.

I, Srido hereby declare on oath that the above contents are true to the best of my knowledge and belief and nothing has been hidden.

DEPONENT

Annexure-IV

Information on litigation history in which Tenderer is the Petitioner.

Sl. No.	Case No/year	Court Were Filed	Subject matter/prayer in the case	Respondents	Present stage
1					
2					
3					
4					

Stamp and Signature of the Bidder

FINANCIAL BID

(Format Part II B - To be placed inside in another cover)

Name of work: SUPPLY OF _____ YARN for uniform sarees to the women of SHG of the Telangana State **with loading, unloading & transportation, Insurance, Packing, Incidental charges etc. including all taxes applicable and excluding CGST/SGST/IGST**

S.No.	Item of work/Yarn variety	Basic Price per KG (Rs) (including all expenditure/taxes etc)	GST (Rs)	Landed Price per KG (Rs)	Qty. offered (in Kgs.)
1					

- The rate shall be quoted **per kg weight** of yarn as per quality noted in this schedule which shall be inclusive of all costs for delivery at the designated yarn units/Depots and shall include costs such as packing, forwarding, transportation, loading and unloading, insurance if any, and of all levies such as excise duty etc. The tenderer shall quote rates in such a manner so as to specify the gross price and SGST/CGST/IGST applicable separately. In case of failure to furnish such details, the tender will not be considered.
- Along with the rates, the quantity offered, should be mentioned for the specified Yarn variety of the Tender Schedule.
- The rate quoted shall be firm and fixed and no variation in price will be allowed on any account.
- The rate should include weather proof packing as per standards prescribed by Textile Commissioner, Government of India.
- The rate quoted shall be valid for a period of **365 days** from the date of opening of the tender. If required, the period may be extended further 365 days at the discretion of the V.C. & Managing Director, TGSCO. **However, the quoted price will be reviewed every (6) months at the discretion of the V.C. & Managing Director, TGSCO.**
- The rate finally arrived at and accepted alone will be paid. On any account no extra charges will be paid for any other activity done or required to be done by the tenderer. Any increase in the statutory duties, taxes etc., shall be borne by the tenderer.

- I/We have read the terms and conditions and I/we will comply with all the terms and conditions, if contract awarded.

Name & Signature with stamp of the Authorized Signatory

Dated: _____

Place: _____