

**PROCEEDINGS OF THE MANAGING DIRECTOR, TNCSC,  
HEAD OFFICE, CMRL OFFICE CAMPUS, POONAMALEE HIGH ROAD,  
KOYAMBEDU, CHENNAI – 107**

**PRESENT: THIRU.A. ANNADURAI, I.A.S.,**

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**Proc.No.QC2/027596/2024 (2)**

**Dated: 17.10.2024**

Sub : TNCSC – Head Office – Chennai – Quality Control Section – E-Tender floated for the purchase of 4,000 Nos. of Low Density Black Polyethylene (LDBP) Covers for KMS 2024-2025 – Negotiation conducted – Work order to **M/s.Atul Industrial Corporation, Madhya Pradesh for the supply of 1,600 Nos. of LDBP Covers – Orders - Issued.**

- Read:
1. E-Tender, dt.01.08.2024.
  2. M/s.Atul Industrial Corporation, Madhya Pradesh, Letter dt.19.09.2024
  3. This office Letter No.QC2/027596/2024 (2) dt.04.10.2024.
  4. Agreement executed on 09.10.2024.
  5. Other connected records.

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**ORDER:**

In the 1<sup>st</sup> read above, E-Tender was floated for the purchase of 4,000 Nos. of Low Density Black Polyethylene Covers for use in CAPs and Godowns and it was opened on 19.08.2024.

In the 2<sup>nd</sup> read above, the tenderer M/s.Atul Industrial Corporation, Madhya Pradesh have accepted to supply Low Density Black Polyethylene covers at the negotiated rate of **Rs.9,390/- (Rupees Nine Thousand Three Hundred and Ninety only) (Basic Cost Rs.7,957.63 + 18% GST Rs.1,432.37/-)** per cover F.O.R. Destination inclusive of all Taxes.

In the 3<sup>rd</sup> read above, M/s.Atul Industrial Corporation, Madhya Pradesh was requested to execute an agreement with our Corporation and to remit a sum of **Rs.7,51,200/- (Rupees Seven Lakhs Fifty One Thousand and Two Hundred only)** towards the Security deposit. Accordingly, the tenderer has executed the agreement on 09.10.2024 vide 4<sup>th</sup> read above and remitted the Security Deposit of Rs.7,51,200/- to TNCSC account vide Online transfer No. CT00IZCQD5 on 09.10.2024.

In these circumstances, the offer of M/s.Atul Industrial Corporation, Madhya Pradesh is accepted and it is hereby ordered for the supply of **1,600 Nos.** of LDBP Covers having the size of

9.8 x 6.4 x 5.2 meters with 250 micron thickness complying with IS:2508-2016 with up to date amendments subject to the following terms and conditions:

**I) RATE:**

**Rs.9,390/- (Rupees Nine Thousand Three Hundred and Ninety only) (Basic Cost Rs.7,957.63 + 18% GST Rs.1,432.37/-) per cover F.O.R. Destination inclusive of all taxes, inclusive of transport charges and other incidental charges such as packing, loading and unloading at the TNCSC Godowns. Pre-delivery Inspection charges at 0.5% on the total value of tendered quantity to be paid to CIPET will also to be borne by the Tenderer.**

**II) DELIVERY PERIOD:**

The entire quantity of **1,600 Nos.** of LDBP Covers should be supplied within **45 (Forty Five) Godown Working days** (excluding Sundays and other declared Government holidays from **18.10.2024 to 13.12.2024** from the date of issue of work order and for the supply beyond the specified period, a **penalty of Rs.5.00/- per cover per day** will be recovered from the payment due.

**III) SPECIFICATIONS:**

Low Density Black Polyethylene covers of dimensions 9.8 x 6.4 x 5.2 meters with 250 microns thickness have to be made out of virgin granules having two funnels on each length side and one funnel on each width side. The funnels shall be in the form of cylindrical tubes and shall be of size appx. 30 cms length and appx. 20 cms diameter. Length side funnels shall be fixed at a distance of appx. 90 cms from the top and side joint while the funnels on each width side shall be fixed in the centre of each side at a distance of 90 cms from the top joint and shall be welded both from inside as well as outside.

LDBP covers should be fabricated from ISI marked Black Low Density Polyethylene Film TYPE-I, conforming to IS 2508:2016 with latest amendments.

The LDBP Film / sheet material specification used for fabrication of the black LDBP cover shall comply with the requirement of Polyethylene Films and sheets Specification as per IS 2508:2016 with latest amendment.

Eye-lets shall be provided at a distance of about 2 meters from each other end at a height of about 3 cms from the bottom edge.

Weight of a cover shall be not less than 53 Kgs. Each cover should be supplied with a sample sheet without patches measuring 7 sq.metres of film of the same material and one roll of pressurized plastic self-adhesive tape free of cost. The adhesive tape roll shall be 10 metres in length and about 2 cms in width.

The width of each seam shall be minimum 10 millimeters. Each cover shall have seems / joints not more than one in one corner running from top to bottom and one joint all around at the top to give a rectangular shape, one horizontal joint running all top to give a rectangular shape, one horizontal joint running all the 4 sides near the bottom and maximum of 2 joints parallel to width side on the top side.

The joints of two films in all cases shall be overlapped 6.35 cms (2.5”) wide and seams triple heat-sealed. The bottom edge shall be folded 6.5 cms in width and triple heat-sealed. The seams shall be guaranteed against giving way for a minimum period of one year in all cases.

The film shall be uniform in colour, texture and finish. The material shall be substantially free from pin holes and from undispersed raw material, streaks and particles of foreign matter. There shall be no other visible defects such as holes tears, blisters. The edges shall be free from nicks and cuts visible to unaided eye.

**Packaging:**

LDBP cover should be packed with HDPE woven sack only after inspection by Third Party Inspection Agency (TPIA) to avoid damage during shifting / transit.

**IV) DESTINATION:**

The 1,600 Nos. of LDBP Covers shall be delivered to the following destinations;

S. No.	Name of the Region	Quantity Allotted (in Nos.)
1.	Kanchipuram	500
2.	Thiruvarur	600
3.	Trichy	500
<b>TOTAL</b>		<b>1,600</b>

A separate letter will be communicated to the SRM / RMs of above regions for selection of check samples from the supply made by the supplier for Quality confirmation at CIPET, Chennai or any Govt. recognized plastic testing laboratories.

V) The GST shall be charged separately in the sale bills and it should be payable by the seller to State Government. On a later date, if it is found that the transaction of sale in question is not liable to be assessed to tax under the law, the tax wrongly claimed and paid by the Corporation shall be recovered from the seller besides penal action if warrants.

The seller **should not** claim "C" declaration Form under GST Act on production of satisfactory evidence that the goods are moved from inter-state in pursuance of contract of sale.

VI) The deduction of 2% TDS under GST (as circulated from Commercial tax department) from the suppliers of the taxable goods (or) services or both to the dedicators with effect from 01.10.2018.

VII) The rate offered is inclusive of fabrication, packing, forwarding and other incidental charges, freight up to destination and handling charges for examination of Low Density Black Polyethylene covers at our Godown.

VIII) Before the commencement of the production, the tenderer should inform the probable date of production to the Director & Head (IPT), CIPET, Chennai so that they can undertake Pre-delivery Inspection. All the covers should be thoroughly checked by the Technical Officer deputed by CIPET at the production unit. All the covers should be with the Tamper proof seal of the CIPET. Covers without seal will be rejected and the tenderer should take back the covers at their own cost and risk.

TNCSC may depute officials to oversee the pre-delivery inspection by CIPET at the manufacturing unit of the tenderer for quality conformation and to expedite the dispatch.

**IX) PAYMENT:**

The payment of 90% cost shall be made at TNCSC Head Office on delivery of stocks in good condition as per specifications at the destinations specified with the seal of the CIPET by

the Head Office on production of stock cum quality certificate, original acknowledgement along with their original bill duly recommended by the SRMs / RMs of Regions concerned.

Balance 10% payment will be made on receipt of test report from CIPET, Chennai or plastic testing laboratories for the check samples sent by the Regions for the Quality confirmation as per the specifications prescribed.

The Managing Director, Tamil Nadu Civil Supplies Corporation reserves the right to forfeit the Security Deposit / EMD to cover loss / damage or inconvenience suffered by the Corporation at the destinations mentioned in Clause (IV) above.

The prices agreed upon shall not be increased on any account whatsoever and no additional prices or charges will be met by the TNCSC.

Each cover should be prominently pasted with sticker in the centre and the same has to be moulded transparently as follows;

<p style="text-align: center;"><b>TNCSC Purchase Order No.</b> <b>KMS 2024-2025</b> <b>Serial No. of the cover and weight (Kg.).</b> <b>Atul Industrial Corporation, Madhya</b> <b>Pradesh</b></p>
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The height of each letter should not be less than Ten inches.

The Covers should be guaranteed for free from manufacturing defects due to faulty material or bad workmanship.

The Stock cum Quality certificate thus obtained should be sent along with the original invoice and original acknowledgement for the supply to Head Office for making payment to the firm.

After receipt of LDBP Covers, the Regional Quality Control Head should select Covers at random and conduct exposure test to the atmospheric condition and the supplier should replace the item where ever the covers melts and give way for cut and torn condition and the acknowledgement will be issued by the Region after exposure test only.

The cost of LDBP Covers sent for Quality Confirmation and the testing charges of LDBP Covers will be recovered from the payment due of the supplier.

## **X) ARBITRATION:**

It is mutually agreed that in the case of any dispute arising out of any of the terms and conditions of this agreement including the interpretation of any of the clauses of the tender or the agreement to be executed, the matter shall be referred by the Corporation / Supplier to an Arbitrator who shall be selected by the party from the panel of the Arbitrators approved by the Board of Directors of TNCSC and communicate the same within 15 days from the date of receipt of the letter from the Corporation along with the panel of the Arbitrators. If there is no reply from the supplier within 15 days, Corporation shall choose any one of the Arbitrator from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the purchaser and the supplier.

- i) The Venue of Arbitration shall be at the Head Office of the TNCSC, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the arbitration.
- ii) The arbitrator may with the mutual consent of the parties may extend the time for making the award. The award to be passed by the Arbitrator is enforceable in Civil Courts in Chennai City only.
- iii) Any other disputes arising out of the Arbitration award or any civil remedy for non fulfillment of any of the terms and conditions of the tender / Agreement shall be subject to the Jurisdiction of the Civil Court in Chennai City only.

Sd/- A. Annadurai,  
Managing Director

To,

**M/s. Atul Industrial Corporation,**  
Plot No.52, Industrial Estate,  
Adhartal, Jabalpur,  
Madhya Pradesh – 482 004.  
E-Mail: atulindco@gmail.com

**Copy to:** The SRM / RMs, TNCSC, Kancheepuram, Thiruvarur and Trichy with a request to accept only the covers with CIPET Pre-delivery Inspection seal in each cover as per destination list. Based on the communication received from the Head Office, the SRMs / RMs should send check samples for Quality confirmation at CIPET; Chennai or any Govt. recognized plastic testing laboratories and to send the test report to Head Office. (If necessity arises covers may be transferred to needy regions)

**Copy to:** The FA & CAO, TNCSC, Head Office, Chennai - 600 107.

**Copy to:** The Senior Manager (Accounts), TNCSC, Head Office, Chennai - 600 107.

**Copy to:** The Manager (Bills), TNCSC, Head Office, Chennai - 600 107.

**Copy to:** Director & Head, IPT, CIPET, Industrial Estate, Guindy, Chennai with a request to depute a Technical Officer to the manufacturing unit of **M/s. Atul Industrial Corporation, Madhya Pradesh** and to conduct pre delivery inspection of LDBP Covers to be supplied to TNCSC. Pre delivery inspection charges at 0.5% on the total value of cover will be paid by TNCSC.

**Stock File of QC2.**

Spare - 5.

// By order //

  
12.10.24  
Assistant Manager (QC)

**PROCEEDINGS OF THE MANAGING DIRECTOR, TNCSC,  
HEAD OFFICE, CMRL OFFICE CAMPUS, POONAMALEE HIGH ROAD,  
KOYAMBEDU, CHENNAI – 107**

**PRESENT: THIRU.A. ANNADURAI, I.A.S.,**

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**Proc.No.QC2/027596/2024 (1)**

**Dated: 17.10.2024**

Sub : TNCSC – Head Office – Chennai – Quality Control Section – E-Tender floated for the purchase of 4,000 Nos. of Low Density Black Polyethylene (LDBP) Covers for KMS 2024-2025 – Negotiation conducted – Work order to **M/s. Bag poly International (P) Ltd., Haryana for the supply of 2,400 Nos. of LDBP Covers – Orders - Issued.**

- Read:
1. E-Tender, dt.01.08.2024.
  2. M/s. Bag Poly International Pvt. Ltd., Haryana, Letter dt.19.09.2024
  3. This office Letter No.QC2/027596/2024 (1) dt.04.10.2024.
  4. Agreement executed on 08.10.2024.
  5. Other connected records.

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**ORDER:**

In the 1<sup>st</sup> read above, E-Tender was floated for the purchase of 4,000 Nos. of Low Density Black Polyethylene Covers for use in CAPs and Godowns and it was opened on 19.08.2024.

In the 2<sup>nd</sup> read above, the tenderer M/s. Bag Poly International Pvt. Ltd., Haryana have accepted to supply Low Density Black Polyethylene covers at the negotiated rate of **Rs.9,390/- (Rupees Nine Thousand Three Hundred and Ninety only) (Basic Cost Rs.7,957.63 + 18% GST Rs.1,432.37/-)** per cover F.O.R. Destination inclusive of all Taxes.

In the 3<sup>rd</sup> read above, M/s. Bag Poly International Pvt. Ltd., Haryana was requested to execute an agreement with our Corporation and to remit a sum of **Rs.11,26,800/- (Rupees Eleven Lakhs Twenty Six Thousand and Eight Hundred only)** towards the Security deposit. Accordingly, the tenderer has executed the agreement on 08.10.2024 vide 4<sup>th</sup> read above and remitted the Security Deposit of Rs.11,26,800 to TNCSC account vide UTR No. HDFCR52024100899929171 on 08.10.2024.

In these circumstances, the offer of M/s. Bag Poly International Pvt. Ltd., Haryana is accepted and it is hereby ordered for the supply of **2,400 Nos.** of LDBP Covers having the size of

9.8 x 6.4 x 5.2 meters with 250 micron thickness complying with IS:2508-2016 with up to date amendments subject to the following terms and conditions:

**I) RATE:**

**Rs.9,390/- (Rupees Nine Thousand Three Hundred and Ninety only) (Basic Cost Rs.7,957.63 + 18% GST Rs.1,432.37/-) per cover F.O.R. Destination inclusive of all taxes, inclusive of transport charges and other incidental charges such as packing, loading and unloading at the TNCSC Godowns. Pre-delivery Inspection charges at 0.5% on the total value of tendered quantity to be paid to CIPET will also to be borne by the Tenderer.**

**II) DELIVERY PERIOD:**

The entire quantity of **2,400 Nos.** of LDBP Covers should be supplied within **45 (Forty Five) Godown Working days** (excluding Sundays and other declared Government holidays from **18.10.2024 to 13.12.2024** from the date of issue of work order and for the supply beyond the specified period, a **penalty of Rs.5.00/- per cover per day** will be recovered from the payment due.

**III) SPECIFICATIONS:**

Low Density Black Polyethylene covers of dimensions 9.8 x 6.4 x 5.2 meters with 250 microns thickness have to be made out of virgin granules having two funnels on each length side and one funnel on each width side. The funnels shall be in the form of cylindrical tubes and shall be of size appx. 30 cms length and appx. 20 cms diameter. Length side funnels shall be fixed at a distance of appx. 90 cms from the top and side joint while the funnels on each width side shall be fixed in the centre of each side at a distance of 90 cms from the top joint and shall be welded both from inside as well as outside.

LDBP covers should be fabricated from ISI marked Black Low Density Polyethylene Film TYPE-I, conforming to IS 2508:2016 with latest amendments.

The LDBP Film / sheet material specification used for fabrication of the black LDBP cover shall comply with the requirement of Polyethylene Films and sheets Specification as per IS 2508:2016 with latest amendment.

Eye-lets shall be provided at a distance of about 2 meters from each other end at a height of about 3 cms from the bottom edge.

Weight of a cover shall be not less than 53 Kgs. Each cover should be supplied with a sample sheet without patches measuring 7 sq.metres of film of the same material and one roll of pressurized plastic self-adhesive tape free of cost. The adhesive tape roll shall be 10 metres in length and about 2 cms in width.

The width of each seam shall be minimum 10 millimeters. Each cover shall have seems / joints not more than one in one corner running from top to bottom and one joint all around at the top to give a rectangular shape, one horizontal joint running all top to give a rectangular shape, one horizontal joint running all the 4 sides near the bottom and maximum of 2 joints parallel to width side on the top side.

The joints of two films in all cases shall be overlapped 6.35 cms (2.5”) wide and seams triple heat-sealed. The bottom edge shall be folded 6.5 cms in width and triple heat-sealed. The seams shall be guaranteed against giving way for a minimum period of one year in all cases.

The film shall be uniform in colour, texture and finish. The material shall be substantially free from pin holes and from undispersed raw material, streaks and particles of foreign matter. There shall be no other visible defects such as holes tears, blisters. The edges shall be free from nicks and cuts visible to unaided eye.

**Packaging:**

LDBP cover should be packed with HDPE woven sack only after inspection by Third Party Inspection Agency (TPIA) to avoid damage during shifting / transit.

**IV) DESTINATION:**

The 2,400 Nos. of LDBP Covers shall be delivered to the following destinations;

S. No.	Name of the Region	Quantity Allotted (in Nos.)
1.	Chengalpattu	500
2.	Cuddalore	500

3.	Mayiladuthurai	500
4.	Thanjavur	500
5.	Thiruvarur	400
<b>TOTAL</b>		<b>2,400</b>

A separate letter will be communicated to the SRM / RMs of above regions for selection of check samples from the supply made by the supplier for Quality confirmation at CIPET, Chennai or any Govt. recognized plastic testing laboratories.

V) The GST shall be charged separately in the sale bills and it should be payable by the seller to State Government. On a later date, if it is found that the transaction of sale in question is not liable to be assessed to tax under the law, the tax wrongly claimed and paid by the Corporation shall be recovered from the seller besides penal action if warrants.

The seller **should not** claim "C" declaration Form under GST Act on production of satisfactory evidence that the goods are moved from inter-state in pursuance of contract of sale.

VI) The deduction of 2% TDS under GST (as circulated from Commercial tax department) from the suppliers of the taxable goods (or) services or both to the dedicators with effect from 01.10.2018.

VII) The rate offered is inclusive of fabrication, packing, forwarding and other incidental charges, freight up to destination and handling charges for examination of Low Density Black Polyethylene covers at our Godown.

VIII) Before the commencement of the production, the tenderer should inform the probable date of production to the Director & Head (IPT), CIPET, Chennai so that they can undertake Pre-delivery Inspection. All the covers should be thoroughly checked by the Technical Officer deputed by CIPET at the production unit. All the covers should be with the Tamper proof seal of the CIPET. Covers without seal will be rejected and the tenderer should take back the covers at their own cost and risk.

TNCSC may depute officials to oversee the pre-delivery inspection by CIPET at the manufacturing unit of the tenderer for quality conformation and to expedite the dispatch.

## **IX) PAYMENT:**

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The Managing Director, Tamil Nadu Civil Supplies Corporation reserves the right to forfeit the Security Deposit / EMD to cover loss / damage or inconvenience suffered by the Corporation at the destinations mentioned in Clause (IV) above.

The prices agreed upon shall not be increased on any account whatsoever and no additional prices or charges will be met by the TNCSC.

Each cover should be prominently pasted with sticker in the centre and the same has to be moulded transparently as follows;

<p style="text-align: center;"><b>TNCSC Purchase Order No. KMS 2024-2025 Serial No. of the cover and weight (Kg.). Bag Poly International Pvt. Ltd., Haryana</b></p>
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The height of each letter should not be less than Ten inches.

The Covers should be guaranteed for free from manufacturing defects due to faulty material or bad workmanship.

The Stock cum Quality certificate thus obtained should be sent along with the original invoice and original acknowledgement for the supply to Head Office for making payment to the firm.

After receipt of LDBP Covers, the Regional Quality Control Head should select Covers at random and conduct exposure test to the atmospheric condition and the supplier should replace the item where ever the covers melts and give way for cut and torn condition and the acknowledgement will be issued by the Region after exposure test only.

The cost of LDBP Covers sent for Quality Confirmation and the testing charges of LDBP Covers will be recovered from the payment due of the supplier.

**X) ARBITRATION:**

It is mutually agreed that in the case of any dispute arising out of any of the terms and conditions of this agreement including the interpretation of any of the clauses of the tender or the agreement to be executed, the matter shall be referred by the Corporation / Supplier to an Arbitrator who shall be selected by the party from the panel of the Arbitrators approved by the Board of Directors of TNCSC and communicate the same within 15 days from the date of receipt of the letter from the Corporation along with the panel of the Arbitrators. If there is no reply from the supplier within 15 days, Corporation shall choose any one of the Arbitrator from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the purchaser and the supplier.

- i) The Venue of Arbitration shall be at the Head Office of the TNCSC, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the arbitration.
- ii) The arbitrator may with the mutual consent of the parties may extend the time for making the award. The award to be passed by the Arbitrator is enforceable in Civil Courts in Chennai City only.
- iii) Any other disputes arising out of the Arbitration award or any civil remedy for non fulfillment of any of the terms and conditions of the tender / Agreement shall be subject to the Jurisdiction of the Civil Court in Chennai City only.

Sd/- A. Annadurai,  
Managing Director

To,

**M/s. Bag Poly International (P) Ltd,**  
A 24/25, Yamuna Enclave,  
G.T. Road, Panipat – 132 103.  
Haryana.  
E-Mail: mittal@bagpoly.com

**Copy to:** The Senior Regional Managers, TNCSC, Chengalpattu, Cuddalore Mayiladuthurai, Thanjavur and Thiruvarur with a request to accept only the covers with CIPET Pre-delivery Inspection seal in each cover as per destination list. Based on the communication received from the Head Office, the SRMs / RMs should send check samples for Quality confirmation at CIPET,

Chennai or any Govt. recognized plastic testing laboratories and to send the test report to Head Office. (If necessity arises covers may be transferred to needy regions)

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**Copy to:** The Senior Manager (Accounts), TNCSC, Head Office, Chennai - 600 107.

**Copy to:** The Manager (Bills), TNCSC, Head Office, Chennai - 600 107.

**Copy to:** Director & Head, IPT, CIPET, Industrial Estate, Guindy, Chennai with a request to depute a Technical Officer to the manufacturing unit of M/s. Bag Poly International (P) Ltd, Haryana and to conduct pre delivery inspection of LDBP Covers to be supplied to TNCSC. Pre delivery inspection charges at 0.5% on the total value of cover will be paid by TNCSC.

**Stock File of QC2.**

Spare - 5.

// By order //

  
Assistant Manager (QC)