



## **TENDER SPECIFICATION**

**e-tender for movement of coal from** any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port , loading of coal into the vessel and further movement of coal from Dhamra port/ any other port to Kamajara port ,Ennore by sea route by ensuring minimization of transit loss **under "two part open tender system"**

SPECIFICATION NO: CE/COAL/OT No.106 /2021-22 DATED 24.03.2022

### **THROUGH E-TENDERING**

(Through NIC Platform: <https://tntenders.gov.in/nicgep/app> )

**DUE DATE AND TIME FOR  
SUBMISSION OF e TENDER**

**On 04.04.2022  
Upto 14.30 Hrs**

**OFFICE OF THE CHIEF ENGINEER/Mech./COAL,  
2<sup>nd</sup> FLOOR, WESTERN WING, NPKRR MAALIGAI,  
144, ANNA SALAI, CHENNAI-600 002,  
TAMIL NADU. Email : [cecoal@tnebnet.org](mailto:cecoal@tnebnet.org)**

## TANGEDCO

### **INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN 'E-TENDER'**

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can log onto this website and view the invitation for Bids and can view the details of works for which bids are invited.

#### REGISTRATION:

- 1) The prospective bidders can submit bids online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- 2) As part of the enrolment process, the bidders are required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- 4) Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n Code / e Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.
- 7) Correspondence details :

For queries related to registration and online

bidding (NIC): e-mail

:[support.etender@nic.in](mailto:support.etender@nic.in)

Contact No. : 044 – 24466495  
24902580 Extn:332

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24917850

## SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk **(NIC)**.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF /JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload

such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in "my space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.

5)The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.

### **ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

### **Procedure for submission of bids:**

1)Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2)The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.

4)The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.

5)A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to

note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to

allow bidders sufficient time to submit their bids.

11) The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

**Late Bids:**

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

**Modification and withdrawal of bids:**

1) Bidders may modify their bids online before the deadline for submission of bids.

2) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

3) No bid may be modified after the deadline for submission of Bids.

**ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

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**TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD.  
(TANGEDCO)  
SPECIFICATION NO. COAL– 106, / 2021-22 DATED 24 .03.2022  
FOREWORD**

1)	Tender Specification No.	CE / M/COAL / OT No.:106 / 2021-22 DATED 24.03.22
2)	Name of the works	<b>e-tender for movement of coal from</b> any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port , loading of coal into the vessel and further movement of coal from Dhamra port/ any other port to Kamajalar port ,Ennore by sea route by ensuring minimization of transit loss.
2)	Quantity	2 Lakh Tonnes (Two Lakh Tonnes) +/- 10 %
3)	Type of Tender	“Two Part open Tender System” through e-tender” (Online submission of Part-I – Techno Commercial Bid and Part-II– Price Bid, through Website: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> )
4)	Date & Time of commencement of download of Tender Specification	1400 Hrs. on 28 <sup>th</sup> March 2022
5)	Date & Time of closing of download of Tender Specification	14.30 Hrs on 4 <sup>th</sup> April 2022
6)	Clarification of documents & Specification	As mentioned in clause No.9.0 of Section II
7)	Due Date and Time for Submission of bids in the e-procurement platform at <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>	Submission : 1430 Hrs on 4 <sup>th</sup> April 2022
		Opening : 1430 Hrs on 5 <sup>th</sup> April 2022

8)	Earnest Money Deposit (EMD)	<p><b>Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed before 3.00 hours of the bid submission date and time.</b></p> <p><b>EMD:</b>  <b>Rs. 50,00,000/- (Rs. Fifty Lakhs only)</b>  To be remitted to  <b>Name of the Beneficiary:</b>  “TANGEDCO”  Address: 144, Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode: 600 002</p> <p><b>Beneficiary Account No:</b>  0911201003004</p> <p><b>Name of the Bank:</b> Canara Bank,  800, Electricity Avenue, Mount Road,  Anna Salai, Chennai-600002</p> <p><b>IFC code of Beneficiary</b>  <b>branch:</b> CNRB0000911</p> <p><b>MICR code of the bank branch:</b> 600015024</p> <p><b>SWIFT CODE:</b> CNRBINBBMFD</p> <p><b>The EMD can also be provided in the form of Bank Guarantee for the above value with validity for a period of one year from the date of tender specification</b></p>
9)	Place at which the tenders will be opened	<b>Office of Chief Engineer / Mechanical/Coal/Chennai.</b>
10)	Availability of Tender Specification at website	<p>The Tender Specification will be placed at TANGEDCO website.</p> <p>The prospective bidders may download the same.</p> <p>TANGEDCO: <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>  NIC: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>  TN GOVT: <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a></p>
11)	BID QUALIFYING REQUIREMENTS	Refer clause 6.0 of section-I

12)	REJECTION OF TENDERS	Refer Clause 11.0 of section-II
13)	Documents to be uploaded by the tenderers during e-submission	Price Schedule Annexure A & Schedules A to F and other documents whichever is applicable.
14)	Last date of receipt of queries from bidder	11.30 Hrs on 31.03.2022 Any clarification in the tender shall be sought, through e –mail.( <a href="mailto:cemechcoal@tnebnnet.org">cemechcoal@tnebnnet.org</a> )
15)	Date & Time of opening of price bid electronically	Will be intimated later for eligible bidders.
16)	The Tamilnadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
17)	Remarks: If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.	

## 18.0 CONSORTIUM:

The bid shall not be submitted by Consortium and will be **SUMMARILY** rejected.

The qualifying requirements to participate in the above tender can also be seen from the web site of TANGEDCO website [www.tangedco.gov.in](http://www.tangedco.gov.in) or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or from NIC's website <https://tntenders.gov.in/nicgep/app> at free of cost.

CHIEF ENGINEER/MECH/COAL  
TAMIL NADU GENERATION &  
DISTRIBUTION CORPORATION LTD.  
II FLOOR, NPKRR MAALIGAI,  
144, ANNA SALAI,  
CHENNAI – 600 002.  
Telephone: 044-28522205

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

**SECTION – I**

**INVITATION TO BID**

**e-tender for movement of coal from** any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port , loading of coal into the vessel and further movement of coal from Dhamra port/ any other port to Kamarajar port ,Ennore by sea route by ensuring minimization of transit loss.

**1.0 INTRODUCTION :**

TANGEDCO is using coal to generate electricity in its Thermal Power Stations in the State of Tamil Nadu. Coal is moved from the mines (MCL/ECL/SCCL) to the ports by rail and then through sea route to the discharge ports at Ennore, Karaikal and Tuticorin.

**1.1 SCOPE OF WORK**

It is the total responsibility of the contractor to bring the coal from any mines of ECL to Kamajalar Port ,Ennore within the stipulated time period. The brief scope of work involved in transportation of 2,00,000 Metric Ton(MT) of coal from any Mines of ECL, to Kamajalar Port ,Ennore in Tamil Nadu via DHAMRA port/ Any other port by Road/Rail- cum-Sea route includes Coordinating with various departments of ECL like Marketing & Sales Department for realization of coal as per the monthly sanctioned quantity/rail programme and Finance Department for correct billing and collection of invoices etc. and all other works pertaining to taking delivery of coal from ECL, Co-ordination with all Railways & arranging required number of railway wagons in required intervals for loading of coal at railway siding. Supervision of Loading of rakes at ECL sidings and ensuring the correct weighment of all the rakes loaded for TANGEDCO. Co-ordination with railways and Coal Company regarding works related to weighbridges for ensuring availability and reliability. Communicating with TANGEDCO by-mail/SMS/reports on real time basis regarding the above and any other

co-ordination or other issues related to loading/unloading of coal. Coordinating with TANGEDCO's representative/Third party sampling Agency namely CSIR-Central Institute of Mining and Fuel Research (CIMFR) at the time of coal sampling at loading end, and Discharge port end. The coal analysis shall be done by Third party sampling agency. Follow up with various agencies such as Railways, Port authorities etc., regarding work pertaining to movement of coal from the stockyard at the railway siding and up to Ennore port by Road/Rail-cum-Sea route (via) DHARMRA port/ Any other port . Maintaining coal in dumps with proper dust suppression system as required by the Port Authorities. Timely arrangement and placement of ships at the port. Coordinating in loading of coal in the ship at Load Port with necessary precaution. Payment of necessary plot rent, port handling charges to Load Port authorities, vessel related charges and any other miscellaneous expenses as required for loading and movement of the ship within the Port area. Taking necessary precautions while unloading and stacking against fire hazards & environmental hazards. Berthing of vessels at Ennore in port and co-ordination with TANGEDCO, KPL, Ennore and outsourced contractor fixed by TANGEDCO for timely unloading of the coal. Payment of port handling charges to Ennore port authorities and any other miscellaneous expenses as required. Monitoring the quality and quantity of coal on delivery at Ennore port. Any shortage in coal quality and quantity delivered beyond permissible limit is to the account of the contractor. Expenses towards insurance coverage for fire hazards, pilferage, etc. with respect to coal transportation by Road-Rail-cum-Sea route including handling and storage is to the contractor's account.

## **2.0 SPECIFICATION NO: COAL - OT 106 Dt. 24.03.2022**

### **3.0 BID DOCUMENTS:**

The tender specification can be downloaded from TANGEDCO website [www.tangedco.gov.in](http://www.tangedco.gov.in), Tamil Nadu Government Web site i.e. [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) & from NIC website <https://tntenders.gov.in/nicgep/app> free of cost.

### **4.0 QUANTITY OF COAL TO BE MOVED : 2 Lakh Tonnes (LT)**

## **5.0 EARNEST MONEY DEPOSIT**

1)Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

Earnest Money Deposit : **Rs.50,00,000 /- (Rupees Fifty Lakhs only)**

2) 2.1) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS or by way of Account Transfer as mentioned above in (8) of FOREWARD .Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account through e-payment, 3 hours before closing time of tender).

2.2 In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.

### **3.0 Bank Guarantee (BG):**

3.1 The EMD in the form of Bank Guarantee (BG) with one year validity from the date of tender specification is also acceptable.

3.2 The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/-as per the proforma enclosed as per Schedule – F obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

3.3 The scanned copy of the B.G shall be uploaded with the Bid. Original BG should be furnished to TANGEDCO.

3.4 The Bank Guarantee shall be one year validity from the date of tender specification

4) The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.

Any other mode of payment of EMD other than NEFT/RTGS or by way of Account Transfer / Bank guarantee shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

5) The EMD will not carry any interest.

6) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Chief Engineer/Mechanical/Coal after intimation of the rejection/ non-acceptance of their tender is received by them.

7) The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

i) The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer or the scanned copy of the Bank Guarantee.

8) The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:

a) He withdraws his tender or backs out after acceptance.

b) He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.

c) He violates any of the provisions of the regulations contained herein.

d) He revises any of the terms quoted during the validity period.

e) In the event of documents furnished with the offer being found to be bogus.

f) if the documents contain false particulars. In addition to forfeiture of EMD, such tenderers will be blacklisted for future tenders/contracts of TANGEDCO.

## **6.0 BID QUALIFICATION REQUIREMENTS (BQR)**

The bidder shall become eligible to bid on satisfying the following bid qualification requirement and uploading of the required documentary evidence.

The Bidder shall become eligible to bid on satisfying the following:

I. (i) The bidder should have experience in handling of any type of coal of SCCL/ Coal India Ltd., and its subsidiaries on multiple mode of transportation like Rail cum Sea or Road cum Rail or Rail cum Road in India. The bidder shall be possession of necessary license from port /other authorities for the stevedoring work or the bidder should have working arrangement with listed stevedores. The Bidders/ Stevedores shall have

experience in handling of any type of coal of SCCL / Coal India Ltd and its subsidiaries not less than 50000 T (Fifty thousand Metric tonnes) per annum in India to any State or Central Government Organisation / TANGEDCO/ TNEB/ Other State Electricity Boards/Public Sector Undertaking/ Private in any one of the last 10 (Ten) Financial years as on the date of tender opening.

(ii) The bidder should produce necessary license or proof for working arrangement with Stevedores. Documentary proof for having handled not less than 50000 T per annum (Fifty thousand Metric tonnes) of any type of coal of SCCL/Coal India Ltd & its subsidiaries should be produced in respect of stevedores from the port.

(iii) The bidder has to upload documentary proof in the form of copy of Purchase Order/ Contract Agreement issued by the above organizations for handling in any type of coal of SCCL / Coal India Ltd and its subsidiaries. Also the bidder has to upload performance certificate from end user, corresponding to the above Purchase Order/ Contract Agreement submitted showing details for having satisfactorily handled any type of coal of SCCL / Coal India Ltd and its subsidiaries not less than 50000 T (Fifty thousand Metric tonnes) per annum in any one of the above mentioned years.

iv. The Annual Turnover of the Bidder shall be atleast Rs.12,00,00,000/- (Rupees Twelve crores only) in any one of the last three years i.e., 2018-19, 2019-20 and 2020-21. The Bidder shall furnish the annual statement of accounts or the annual Turnover certificate certified by the practicing Chartered Accountant or attested copy of IT Return in any one of the years i.e 2018-19,2019-20 and 2020-21 towards documentary evidence.

v. In order to consider the experience of bidder gained as sub-contractor, the end-user certificate issued in favour of main contractor with copies of Purchase order/ Contract agreement issued by the end user as specified in I (i), the performance certificate issued by main contractor in favour of sub-contractor with copies of Purchase order/ Contract agreement entered between main-contractor and sub-contractor along with the copy of the authorisation letter issued by end user to the main contractor for permitting the sub-contractor in the work front to execute the work share to be uploaded.

vi. In case the main contractor and subcontractor participating in this tender on the basis of the same work experience, the main contractor's bid will only be considered and subcontractor bid will be rejected.

vii. In case the bidder has executed order to TANGEDCO/TNEB, the bidder may upload the copy of P.O/Contract/Agreement and performance certificate from the end user will be obtained by tender inviting authority.

Note:

- i. Documentary evidence in support of all the above BQR shall be up loaded.
- ii. Handling consists of composite Operations detailed in specification.
- iii. Experience as the main contractor/sub-contractor shall be considered for satisfying the experience criteria specified in 'BQR'.
- iv. **The offers not satisfying the Bid Qualification Requirements will be summarily rejected.**

# **TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**

## **SECTION-II**

### **GENERAL INSTRUCTIONS TO TENDERER**

Guidelines and instructions to tenderers for submission of tenders

**e-tender for movement of coal from** any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port, loading of coal into the vessel and further movement of coal from Dhamra port/ any other port to Kamarajar port ,Ennore by sea route by ensuring minimization of transit loss.

#### **1.0 GENERAL INSTRUCTIONS:**

The Tamil Nadu Generation & Distribution Corporation Limited is a Government of Tamil Nadu Undertaking (hereinafter called as TANGEDCO) is using thermal coal for the Thermal Power Stations for generation of electricity.

Tenderers are requested to kindly study the Specification, General conditions and Special conditions thoroughly and fill up the schedule of rates carefully in the e-Bid sheet and submit the Tenders in NIC e-portal.

1.1 The Tamil Nadu Generation & Distribution Corporation Ltd., having its registered Office at 144, Anna Salai, Chennai-600002 invites under Open Tender System through e-tender for the following:

1.2 **PRICE SCHEDULE (BoQ) TO BE SUBMITTED ONLINE ONLY.**

1.3 Each attachment shall not exceed 50 MB in size.

1.4 All tender offers shall be submitted as per prescribed formats.

1.5 All information in the tender offer shall be in English only. Uploaded Documents should not contain interlineations, erasures or overwriting. Uploaded documents should NOT be a protected file/ documents.

1.6 The tender offer shall contain full information asked for in the tender specification and in the Annexure together with the related drawings, leaflets, literature etc.

1.7 Bids received after the due date and time as set out in the “Invitation to Bid” will be summarily rejected.

1.8 TANGEDCO reserves the right to accept any bid or reject any bid or all bids, or cancel/withdraw “Invitation to Bid” without assigning any reason for such decision. Such decision by TANGEDCO shall not be subject to question by any bidder and TANGEDCO shall bear no liability of any kind whatsoever, consequent upon such a decision.

1.9 The scope of supply, the bidding procedure and the terms and conditions of the contract are brought out in this Tender document. The bidders can quote as per bidding procedure with their specific confirmation to the terms and conditions indicated in this tender document.

1.10 **Tenderer** shall bear all cost associated with the preparation and quoting and the purchaser will in no case be responsible or liable for any of the costs.

1.11 Tender should be submitted through e-portal only.

1.12 TANGEDCO will not be responsible for any delay in respect of the tender offer.

1.13 The Downloading of the Tender documents to a prospective bidder, shall not mean that he is considered qualified.

1.14 Tender received by FAX/E – Mail will not be accepted.

1.15 The tender clauses of this tender document are fully governed by Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000

1.16 Submission of Hard copies of tender documents (as per Clause 6.0 of section II) shall be allowed only up to closing time of bid submission.

**2.0 e-tender for movement of coal from** any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port , loading of coal into the vessel and further movement of coal from Dhamra port/ any other port

to Kamajalar port , Ennore by sea route by ensuring minimization of transit loss.

**In the NIC e-portal <https://tntenders.gov.in/nicgep/app>, the bidders can find the following bid sheets (BoQ 1) for quoting the price bid.**

**3.0 Techno-commercial documents and price schedule (both as Two part tender) for the above work should be submitted through the link <https://tntenders.gov.in/nicgep/app>**

The tender will be processed online through E-procurement System. The bidder shall submit his response through bid submission to the tender on e-procurement platform only at NIC's website **<https://tntenders.gov.in/nicgep/app>** as no other form of submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

4.0 The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for e-tender and Process Compliance Statement carefully and attach the signed Process Compliance Statement along with the Techno-Commercial Bid in e-procurement portal of NIC: **<https://tntenders.gov.in/nicgep/app>**

5.0 All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

**6.0 List of documents to be submitted electronically on or before 1430 Hrs on 4<sup>th</sup> April 2022:**

**DOCUMENTS TO BE UPLOADED:**

- I) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ Net Banking). EMD of Rs.50,00,000/-(Rupees Fifty lakhs only) for the entire scope of work. The EMD can also be provided in the form of Bank Guarantee (as per Schedule-F) for the above value with validity for a period of one year from the date of tender specification.

- II) Schedule – A: Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No. **Coal- OT 106 dated 24.03.2022** (Filled up Schedule-A to be uploaded as scanned copy of Original duly signed by the bidder)
- III) Schedule – B: Certificate for Input Tax benefit (Filled up Schedule-B to be uploaded as scanned copy of Original duly signed by the bidder)
- IV) Documents to be scanned and attached in the e-portal for BQR evidence ( tender liable for rejection if BQR evidences are not attached in complete shape):**
- A. The Bidder shall submit filled up Schedule-C and furnish Documentary evidence in the form of Copy of contracts/Purchase orders/Agreements evidencing movement of atleast **0.5 LT of coal** as per BQR condition .  
(scanned copy to be uploaded in the e-portal)
- ~~For Bidding Bidder shall fill up Schedule-C and Original to be uploaded in the e-portal~~
- V) Signed and stamped Tender document (scanned Original to be uploaded in the e-portal)
- VI) Profile of the Tenderer (to be uploaded in the e-portal).
- VII) Schedule – D Process Compliance Statement (scanned original duly signed by the bidder to be uploaded)
- VIII) Schedule - E "E-TENDER FORM", (scanned original duly signed by the bidder)
- IX) Bidders shall furnish any other additional information in support of their experience as agents for movement of coal for the years as per BQR conditions.
- X) The ST/GST and Income Tax TDS paid evidence and returns should be submitted for the three years 2018-19, 2019-20, 2020-21. If any exemption obtained from Income Tax, the exemption certificate to be furnished.

## **7.0 BID CURRENCY: INR**

## **8.0 SUBMISSION OF BIDS UNDER E-TENDER SYSTEM**

**8.1** The evaluation/e-bidding process will be conducted for coordination and supervision of coal loading at any mines of eastern coal fields ltd (ECL), transportation from ex- mines of ECL by road/ rail to delivery at DHARMRA port/ Any other port , stacking and handling at port, loading onto the vessel and further movement of coal from DHARMRA port/ Any other port to Kamarajar port ,Ennore by sea route and not filling up all the required PRICE entries in the BoQ bid sheets are liable for rejection. The lowest sum total of above put together, will be considered for evaluation of L1 bid.

### **8.2 TWO PART TENDER STAGE:**

Tenderers must submit their Techno-commercial documents and Price schedule in E-procurement portal **on or before 1430 Hrs on 4<sup>th</sup> April 2022**. Techno-commercial documents are to be submitted separately in specified formats as stipulated in Section II. Techno-commercial documents should contain the Qualifying data, Techno Commercial terms & conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements mentioned **in (6)** of Section I and other documents as listed in Section II of the tender specification Coal –**OT 106 dated 24.03.2022**. should be scanned & attached in the e-portal. Price schedule should be submitted in the BoQ sheets in the NIC e-portal as per Annexure A. **The techno-commercial bid documents will be opened on the scheduled date of tender opening. The Techno-Commercial documents will be scrutinized and those bidders who qualify in the EMD and Techno-commercial evaluation, satisfying the BQR conditions and all the tender conditions, will only be taken for price evaluation. Bids which do not comply with the conditions with documentary proof (wherever required) will not be considered for evaluation of lowest price.** The tenderers, on their own interest, should ensure that all the documents required are uploaded in the e-portal. Tenders received without the relevant documents would summarily be rejected.

**The price bids of the qualified bidders will be opened on a separate date on due intimation to the qualified bidders.**

### **8.3 TRANSPORTATION & HANDLING CHARGES:**

- i) The charges should be quoted in INR for coordination and supervision of coal loading at any mines of Eastern coal fields Ltd (ECL), transportation from ex-mines of ECL by road/ rail to delivery at DHARMRA port/ Any other port, stacking and handling at port, loading onto the vessel and further movement of coal from DHARMRA port/ Any other port to Kamarajar port ,Ennore by sea route in the e-portal as per the Price Schedules (BOQ) enabled in the e-portal. The details in the Bid sheet will be as found in Annexure – (A ) of this tender specification, which is for sample only and should not be filled up & uploaded in the e-tender. Price schedule to be quoted online only.
- ii) The taxes, duties and levies like GST, as applicable, if any, should be quoted separately with the percentage of such taxes, duties and levies online at the time of submission of the e-bid.

### **8.4 EVALUATION AND NEGOTIATION:**

For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving at the evaluated price:

The evaluation/e-bidding process will be conducted for entire scope of work coordination and supervision of coal loading at any mines of Eastern coal fields Ltd (ECL), transportation from ex-mines of ECL by road/ rail to delivery at DHAMRA port/ Any other port, stacking and handling at port, loading onto the vessel and further movement of coal from DHAMRA port/ Any other port to Kamarajar port ,Ennore by sea route. The lowest sum total of above put together, inclusive of Taxes, will be considered for evaluation of L1 bid. Not filling up all the required PRICE entries in the BoQ bid sheets are liable for rejection.

8.5 TANGEDCO reserves the right to reject any or all tenders at it's own discretion without assigning any reason whatsoever and TANGEDCO is not responsible for any delay in submission of EMD/bid on due date and in time.

8.6 However, in order to secure the best possible procurement price, TANGEDCO reserves the right to conduct negotiations with the L1 tenderer / tenderers as per Section 29 (3) of Chapter VI Tender Evaluation of the TAMIL NADU TRANSPARENCY IN TENDERS RULES, 2000 and as per provisions under Subsection (3) of Section 10 of the Tamil Nadu Transparency in Tenders Act 1998. Under the same provisions of the Rules and Act, TANGEDCO reserves the right to negotiate with the L1 bidder based on the existing market rates and based on L1 of all the sidings.

## **9.0 CLARIFICATION OF DOCUMENTS AND SPECIFICATION:**

**9.1** The tenderer is required to carefully examine the specification and the required documents and be fully aware of all the conditions which may in any way affect the service or the cost thereof. If any tenderer finds omissions in the specifications and documents or is in doubt as to the true meaning of any part, the bidder shall at once request by e-mail for an interpretation/clarification to the Chief Engineer/Mech/Coal, TANGEDCO Ltd., Chennai. Such a request for clarifications shall reach the above officer on or before 1130 hrs on 31.03.2022 through email to [cemechcoal@tnebnet.org](mailto:cemechcoal@tnebnet.org) clearly indicating **"PREBID QUERY- TENDER SPECIFICATION NO.COAL- OT 106 DT. 24.03.2022"** in the subject of the email. The Chief Engineer/Mech/Coal, TANGEDCO Limited, Chennai will upload reply(ies) containing interpretations and clarifications for such written requests for clarifications. The consolidated reply to the queries will be made available **as Corrigendum to the relevant Notice Inviting Tender (NIT) on 1<sup>st</sup> April 2022**. After receipt of such interpretations and clarifications, the tenderer may submit his offer but within the due date and time as specified. All such interpretation and clarification shall form a part of the tender specification.

**9.2** Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the TANGEDCO.

**9.3** It will be the responsibility of such tenderer to be fully aware of all local conditions and other factors which may have any effect on the execution of supply of coal covered under this specification and documents.

**9.4** It must be understood and agreed that all such factors are properly investigated and considered before submitting the offer. No claim for financial adjustment to any contract awarded under these specification and documents will be permitted by the TANGEDCO. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the TANGEDCO, which are based on the lack of such clear information or its effect on the execution of service to the tenderer.

**9.5** No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender.

**9.6** The Tenderer shall furnish along with their offer all the details required. The tender offers accepting all commercial terms of the specification will be treated as most responsive offer.

#### **10.0 INFORMATION REQUIRED AND CLARIFICATIONS:**

**10.1** To assist in the examination, evaluation and comparison of tender offers, TANGEDCO may, at its discretion ask the tenderer for clarification of his offers/documents. All response to requests for clarification shall be sent by e-mail and to the point only.

**10.2** TANGEDCO will examine the tender offers to determine whether they are complete, and any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

**10.3** Prior to the detailed evaluation, TANGEDCO will determine the substantial responsiveness of each offer to the bidding documents. A substantially responsive offer

is one which conforms to all the terms and conditions of the specification without any deviation.

## **11.0 REJECTION:**

11.1 Tender is liable to be rejected if it is:

- a) not in prescribed format as per Section II.
- b) received by telex, Fax, Telegram or E-mail.
- c) with validity period less than that specified in this specification.
- d) not in conformity with TANGEDCO's commercial terms and tender Specification and is not given as complete system but only as part.
- e) incomplete and ambiguous.
- f) not signed by the tenderer.
- g) received from a tenderer whose Past Performance or vendor rating is not satisfactory.
- h) received from the blacklisted contractor or firm.
- i) received from a tenderer who is directly or indirectly connected with Government services or TNEB LTD./TANTRANSCO /TANGEDCO's services or service of local authority.
- j) from the tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section-23 or 15 of the sick Industrial Companies Act 1985. Failure to supply this information in Schedule - E "E-TENDER FORM", will make the tender liable for rejection.
- k) not giving clear and specific acceptance in respect of the clause no:10 of Section III under the heading: Liquidated Damages.
- l) not giving clear and specific acceptance for Process Compliance Statement (Schedule – D) of the tender process.
- m) bogus or contains false particulars/ information in the documents produced along with the offer.
- n) not accepting the TANGEDCO's terms and conditions.

11.2 Tenders will be SUMMARILY rejected if

- i) The EMD requirements are not complied with
- ii) The Bid Qualification Requirements of this specification as per Section – I Clause (6) are not satisfied
- iii) The Bids received after the due date and time as set out in the “Invitation to Bid”
- iv) Not quoted for the requirement of TANGEDCO
- v) Bids Submitted by consortium
- vi) The bidder quotes or claims that his offer in e-tender is with typographical errors.

## **12.0 POLICY FOR BIDS UNDER CONSIDERATION**

12.1 Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by TANGEDCO to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, TANGEDCO and /or his employees/representatives on matters related to the bids under consideration. TANGEDCO, if necessary, will obtain clarification on the bids as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

12.2 Mere submission of any tender offer connected with these documents and specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against TANGEDCO for rejection of his offer. TANGEDCO shall always be at liberty to reject or accept any offer or offers, at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against TANGEDCO.

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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**  
**SECTION - III**

**COMMERCIAL TERMS AND CONDITIONS**

**1. THE PERIOD OF CONTRACT:**

The tenure of contract will be for a period of 2 months from the date of receipt of order from TANGEDCO.

**2. TENDER RATES**

The tenderers are requested to offer their rates for the scope of work and responsibilities of the contractor for the different modes of operation in Price Schedule Annexure - A.

The tenderer shall quote rate on "per tonne" basis. Applicable GST & other levies if any for each of the item to be indicated in the Price schedule A. The Rate/MT quoted by the tenderer shall be deemed to cover all the operations /works mentioned in specification and the entire scope of works and responsibilities of the contractor as mentioned in Annexure - B of specification and any other work incidental thereto and no claim for the incidental work will be entertained at a later date.

A format for Price schedule is given in Annexure A

The tenderer should indicate that the rates quoted are firm for entire period of contract. It is the responsibility of the tenderer to acquaint himself with the various levels and charges to be paid to different authorities for the movement and handling of coal from the collieries upto the DHAMRA load port, loading of coal into the vessels at DHARMRA port/ Any other port , and moved to KPL, Ennore Port berths.

However changes (upward/downward) in statutory levies, railway freight, shall be considered on production documentary evidence.

The L1 bidder should furnish GST Input Tax Credit (ITC) benefit declaration as per Schedule -B.

### **3. GST**

The GST as applicable from time to time will be paid by TANGEDCO. The GST will be paid to the contractor on producing GST Registration no., GST code, the GST Account No. in the invoice. The proof of having remitted the GST, by the contractor, shall be submitted to TANGEDCO. GSTR 2A return to be submitted by the contractor monthly.

### **4. QUALITY OF COAL:**

- a. The quality of coal as analyzed at loading end (mine) must be received at unloading end (discharge port).
- b. Coal sampling at mine end during loading in tippers/dumpers and during coal unloading at Discharge port shall be done by a reputed third party like CIMFR. Agency has to coordinate in collection of samples by the Third Party like CIMFR. Appointment and payment to the sampling party and testing charges shall be done by TANGEDCO.
- c. Regarding the process and the time taken for coal sampling, the contractor or any of his personnel shall not have any objection and shall fully cooperate with the sampling agency.
- d. Agency has to depute their person, duly authorized by TANGEDCO, to witness coal sampling at ECL mine end and while unloading at discharge port. TANGEDCO part sample at the mine end may be collected and dispatched to TANGEDCO within 5 days of collection, for analysis at TANGEDCO laboratory.

### **5. INSPECTION BY TANGEDCO:**

TANGEDCO officials shall have access to the load port operations at any time for the purpose of inspection of the work. The agency shall make necessary arrangements for inspection.

The agency shall maintain document/stock register in English only at mine/ load port on daily basis. TANGEDCO officials can verify or copy the registers as and when required. Agency shall place the updated registers in front of TANGEDCO officials when asked. Hence the agency has to keep these registers updated all the time.

The contractor shall furnish particulars with regard to position of ships at the port daily through Computer Net work/over phone to the Chief Engineer/Mechanical/Coal & Superintending Engineer/Mechanical /Coal at Chennai,

with copies to the Superintending Engineer/ North chennai, TPS, for monitoring the unloading of coal.

#### **6. QUALITY RECONCILIATION:**

Grade reconciliation shall be done on Overall basis (executed quantity) based on difference in Coal grade (between Grade corresponding to weighted average GCV at mine end and weighted average GCV as received at discharge port under this contract). In case there is difference in Coal grade, the differential amount (difference of ECL notified rate for TANGEDCO prevailing for each rake against respective grades plus taxes) will be determined and shall be deducted from the respective payment to the contractor. However, no additional payment shall be made to contractor, if received grade at load port is higher than lifted grade at mine end.

For quality reconciliation, report submitted by CIMFR shall be considered. If any CIMFR report at mine end was protested by either SCCL or TANGEDCO, the referee report shall be considered as final grade at mine end.

To determine the grade of coal based on weighted average GCV, sample testing error of max +/-130 KCal/kg is permitted, which may be applied by the agency on weighted average GCV at either mine end or discharge port, but it cannot be applied at both ends simultaneously.

#### **7. QUANTITY RECONCILIATION:**

The agency must arrange one certified surveyor for volumetric assessment and density measurement of coal stock in the discharge port under this contract. The details of certified surveyor must be submitted before the start of survey work. The joint survey shall have authorized representatives from TANGEDCO and the agency. The joint survey shall be in the scope of the agency. The joint survey shall be conducted for each consignment of coal at discharge port. Coal shortages between mine end and discharge port shall be to the account of agency. The recovery for the shortage shall be the direct cost incurred by TANGEDCO on the coal and the same shall be deducted from the respective payment of the contractor.

#### **8. PAYMENT TERMS:**

8.1) 95% Payment shall be made against quantity and grade of coal mentioned in the test certificate as given by third party inspection agency like CIMFR at discharge port. **In case of any degradation of coal when compared with declared grade, the difference in coal cost shall be adjusted from the payment to the contractor. However in case of any upgradation of coal**

**when compared with declared grade of coal, no additional payment shall be made to the contractor. Payment shall be paid for the quantity received and as per weighment at Discharge port end.**

8.2) The 95% payment will be released by TANGEDCO within 90 days, against receipt of invoice based on third party inspection agency like CIMFR test reports justifying quality & quantity, Bill of Lading, Railway Receipts, sale order & truck wise details related to bills. GST for the rail/road transportation charges (for movement of coal from mines to load port, GST for the stacking charges and loading charges onto chartered vessels will be paid either directly or otherwise as per applicable rules governed by GoI.

8.3) Balance 5% payment shall be released within a reasonable time.

8.4) If any stone/shale detected at load port, the same will be segregated and quantified by the port authorities and penalty of the coal cost for the quantity of stone/shale received at Load Port shall be levied from the bidder.

8.5) The agreement should be executed immediately after awarding the contract.

## **9. SECURITY DEPOSIT**

The successful tenderer upon intimation given by the Chief Engineer/Mechanical/ Coal on acceptance of the tender shall submit a Security Deposit at 5% of the contract value. The Security Deposit amount has to be provided in the form of Demand Draft or Banker's Cheque or by irrevocable Bank Guarantee in the prescribed form.

The E.M.D. paid will be adjusted against the Security Deposit for due fulfilment of the contract. In the event of failure to remit the balance Security Deposit within 15 days of the award of this contract, EMD shall be forfeited and order be cancelled.

If the Security Deposit is furnished in the form of Bank Guarantee, then the validity of Bank Guarantee shall be for a period of **One year beyond** the terminal date of the contract, to enable reconciliation and final settlement of all recoveries. The Bank Guarantee shall be provided only from any of the banks as listed below:-

1. Scheduled commercial Banks
2. Scheduled private sector Banks
3. Scheduled Foreign Banks having branches in India
4. Nationalised Banks

In the event of any upward revision in the value of the contract arising on account of increase in the quantity handled or increase in the rates or demand of additional deposit due to any other reason, the contractor on receiving intimation from TANGEDCO shall enhance the security deposit suitably either in the form of cash or Bank Guarantee, within a period of 30 days, from the date of intimation.

The security deposit in the form of cash/Bank Guarantee will be repaid/returned to the successful tenderer, only if the contract is completed to the satisfaction of TANGEDCO. If TANGEDCO incur any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract become payable by the contractor to TANGEDCO, then TANGEDCO will in addition to such other rights that it may have under the law, appropriate the whole or part of the security deposit.

If the whole or part of the security deposit is attached by TANGEDCO for any default of the contractor in due fulfilment of the contract during the contract period, then the contractor shall immediately arrange to replenish the amount of security deposit so attached by TANGEDCO within thirty days of such attachment for the continued operation of the contract, failing which the contract is liable for termination and the responsibility will wholly rest with the contractor.

Security Deposit will not carry any interest.

## **10. LIQUIDATED DAMAGES**

In any month, if the Scheduled quantity is not moved due to the fault of the contractor, liquidated damages will be levied at 0.5% for each completed week of the handling charges for the shortfall quantity not moved in that month subject to a maximum of 10% of the shortfall quantity. This amount of LD will be levied at the end of each month taking into account the shortfall in quantity moved in that particular month. The liquidated damages shall be recovered from the 95% payment to

be made for each vessel to the contractor and the applicable GST shall be recovered for liquidated damages.

#### **11. VALIDITY OF TENDER**

The tenders should be valid for acceptance initially for a period of **90 days** from the date of opening of techno-commercial bid. Further, the tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further periods, if any required by TANGEDCO. Tender with validity period less than 90 days will be liable for rejection.

#### **12. PERMANENT ACCOUNT NUMBER**

The tenderer should furnish their Permanent Account Number (PAN) in their tender without fail.

#### **13. FORCE MAJEURE**

If, at any time during the continuance of the contract, the performance in whole or in part in any Obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of Public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine or other acts of God (herein after referred to as eventualities) the documentary evidence for such happenings are to be given by the tenderer to TANGEDCO within 15 days from the date of occurrences thereof. In such an event only extension of time will be granted and no revision in rates will be allowed. Monsoon and inclement weather will not be considered as force majeure conditions. Neither party shall, by reasons of such eventuality, be entitled to terminate the contract, nor shall have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, provided that if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period

exceeding 60 days, TANGEDCO may at its option terminate the contract by notice in writing.

The documents/certificates for Force Majeure conditions are to be issued by the concerned competent authorities depending on the Force Majeure conditions.

#### **14. DUES TO TANGEDCO**

Amount due from the contractor to TANGEDCO for the default in any other purchase order/ contract will be adjusted from the payments against this contract to be entered into against this specification.

#### **15. ARBITRATION**

Arbitration is not applicable to this contract.

#### **16. BAR OF JURISDICTION**

##### **16.1 TILL AWARD OF CONTRACT**

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act, 1998 (Tamil Nadu Act, 43 of 1998), no order passed or proceeding taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.

Any tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the Government as provided in the Tamil Nadu Transparency in Tenders Act, 1998.

##### **16.2 AFTER AWARD OF CONTRACT**

No suit or any proceeding in regard to any matter arising in any respect, under this contract shall be instituted in any court save in the City Civil Court of Chennai or the Court of Small Causes at Chennai or High Court, Chennai. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings even though

part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the Court in Tamil Nadu and not in the Court in Chennai, then it is agreed to between parties that such suites or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of the cause of the action might arise within the jurisdiction of such courts.

## **17. GENERAL CONDITIONS**

### **17.1 SUBLETTING OF CONTRACT**

No part of the contract shall be sublet without written permission of TANGEDCO and no transfer shall be made by power of Attorney authorizing others to receive payment on the contractors' behalf.

### **17.2 POWERS TO TERMINATE THE CONTRACT**

In the event of non-performance and lack of diligence, the contract will be terminated and the Security Deposit will be forfeited.

TANGEDCO reserves the right, during the currency of the contract, to arrange movement of coal covered by this contract by any other agency other than the contractor if the quantity to be handled increases substantially due to change in source of cargo or due to any other force majeure conditions and the contractor is unable to handle the additional cargo received from the sources other than specified as per TANGEDCO's programme.

### **17.3 DATA FOR COMPUTERISATION OF COAL MANAGEMENT**

TANGEDCO is in the process of computerisation of coal management connecting all the Thermal Power Stations and the office of the Chief Engineer/Mech./Coal & Superintending Engineer/mechanical at Chennai and all TANGEDCO officials supervising the activities at mines. Hence the successful bidder should provide required facilities at mines and Port which can be hooked up with those installed in TANGEDCO for easy flow of all the information and data connected with coal handling and movement by rail cum sea/all rail route. The data will

include unloading from vessels, dispatch of coal to NCTPS, etc as required by TANGEDCO. All details required by TANGEDCO shall be furnished by the contractor for the above computerisation of coal management.

#### **17.4 COAL SUPPLIES**

The TANGEDCO is having a side agreement with ECL on 30.10.2016 for supply of additional quantity beyond annual contracted quantity of 2.5 Million Tons with declared GCV grade of G3 to G5 for supply of coal on F.O.R. siding basis. The Railways shall allot the required wagons for movement to the Load Port of DHAMRA. The contractor will be authorized by TANGEDCO to submit indents for the loading for the tendered quantity to the respective coalfields and Railways under advice of TANGEDCO. The contractor shall acquaint of any change in procedure that may take place from time to time by Coal India Ltd in respect of road- rail-cum-sea movement.

Payments are made by TANGEDCO to the coal companies directly for the coal supplies.

Quantity of embedded coal will not be taken as stock. The loadable surface coal only will be taken as stock.

#### **17.5 EMBEDDED COAL:**

1) Quantity of embedded coal will not be taken as stock while taking over in the beginning of the contract and while handing over at the end of the contract. The loadable surface coal only will be taken as stock.

2) Any increase in the embedded coal between the quantity of embedded coal taken over at the beginning of the contract and the quantity of embedded coal handed over at the end of the contract will be treated as shortage.

3) If the embedded coal at the time of handing over at the end of the contract is less than the embedded coal taken over at the beginning of the contract, the differences in the above two quantities of embedded coal representing the coal retrieved from the embedded coal will be accounted as coal supplied to the contractor and shortage worked out taking into account the retrieved embedded coal.

4) The cost of arranging the survey, every year and 50% of the cost of survey during commencement and end of the contract shall be borne by the contractor.

## **18. INSURANCE**

The contractor shall adequately insure equipments, staff and other enabling services for the entire period of contract against accident, fire hazards as well as third party insurance covering men/materials/equipments/cargo properties etc, of TANGEDCO /Port /Railways/Shipping companies and other Agencies engaged for the operation of stevedoring as well as handling and transportation. The contractor shall indemnify and shall keep indemnified TANGEDCO for any losses arising out of above operations on account of such reasons without any cost on TANGEDCO.

Recoveries will be made from contractor's bills for any liability for the accidents and refund of the same considered later after the claims is fully settled by the Insurance authorities.

## **19. LIABILITY FOR ACCIDENT TO PERSONS**

19.1) It is the responsibility of the contractor to acquaint with the various levies and charges to be paid to different authorities for the handling and movement of coal. Any variation in the rates for the items will be admitted only on submission of necessary documents in proof of such variation from the concerned port / organization / bodies. Claims for payment in future for any item other than those indicated in the tender will not be considered except the levy that may be introduced subsequent to the date of the tender by any of the port/organization/bodies.

19.2) The contractor shall indemnify and save TANGEDCO from harms against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over by the person employed by the contractor or his subcontractor on the works whether under the General laws or under the workmen's compensation act 1923, or any other statute in force on the date of the contract dealing with question of liability of employer for injuries suffered by employees and should have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which result in the death of the workmen employed by the contractor or which is due to the contract work and so serious as to be likely to result in the death of any such workmen the contractor shall within 24 Hrs. of happening of such accident intimate in writing to the concerned Engineer and such officer required by the provision of workmen's compensation act the fact of such accident. The contractor shall indemnify

TANGEDCO resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by the TANGEDCO as a consequence, of TANGEDCO's failure to give notice under the provision of the said act in regard to such accident. In the event of any claim being made or action brought against TANGEDCO involving the contractor and arising out of the matters referred to and in respect of which the contractor conduct all negotiations for the settlement of the same or any litigation that may arise thereof from. In such cases TANGEDCO shall at the expenses of the contractor afford all available assistance for any such purpose.

19.3) In the event of accident in respect of which compensation may become payable under workmen's compensation act III of 1923 and any subsequent amendment thereof whether by the contractor or by the TANGEDCO, as principal, it shall be lawful for TANGEDCO to retain money due and payable to the contractor such sum or some of money as may, in the opinion of TANGEDCO be sufficient to meet such liability. The opinion of TANGEDCO shall be final in regard to all matters arising under clause and will not subject to any arbitration.

19.4) Liability for damage or loss to third party including inspection of officers due to act of the contractor or his plant or sub-contractor connected with the execution of this contract shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding engagement and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the workmen compensation act. All cases of accidents or injuries shall be reported to the Engineer in charge as per workmen's compensation act.

19.5) The contractor should report all accidents within 24 hrs. to the Engineer in charge of TANGEDCO in the preliminary accident form. He should furnish other particulars such as medical certificates, wages particulars, witness certificates proof of having paid the compensation fixed by the TANGEDCO etc. in due course without delay.

## **20. DEDUCTION OF INCOME TAX AT SOURCE**

Income Tax will be deducted at source from the bills of the contractor as per the provisions of the Income Tax Act as and when payments are effected subject to the condition that the contractor shall furnish lower deduction certification from the assessing Officer for the payment received towards reimbursable charges such as Port dues, etc. at the beginning of each financial year.

## **21. TAXES AND LEVIES**

- (i). Rates are exclusive of applicable GST
- (ii). It is noted that any upward/downward variation in the above rate of GST for the works carried out within the accepted scheduled time will be to the account of TANGEDCO. In case of variation in GST for works carried out beyond the scheduled time the applicable rate prevailed on the original scheduled date (or) the applicable rate on the date of actual completion of work, whichever is minimum shall be admitted.
- (iii) Applicable rate of GST on the penal recovery & LD amounts arising, if any, will also be recovered as per the provision of GST Act.
- (iv) TDS under GST: Tax @ 2% will be deducted from the payment made or credited to the supplier of taxable goods or services or both, where the total value of taxable supply, under a contract, exceeds Rs.2,50,000/-, from the invoices raised by suppliers from 01.10.2018. TDS under GST is also applicable for suppliers/contractors registered under composition scheme also. GSTR 2A return is to be sent monthly.
- (v) GST at the applicable rate (presently 18%) on LD, other penalties like dispatch/demurrage money, forfeiture of EMD & Security Deposit and taxes for any other services included by Govt. of India will be levied and recovered from the 90% payment bills of the supplier.
- vi) "The benefit of Input Tax Credit [ITC], if any, shall be passed on to TANGEDCO as per the GST Act.

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**SCHEDULE – A( ON THE BIDDER’S LETTER HEAD)**  
**LETTER OF ACCEPTANCE FOR TERMS & CONDITIONS**  
**COAL-OT 106/2021-22 DT.24.03.20222021 (TENDER FOR MOVEMENT OF**  
**COAL)**

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M/S:.....

I / we hereby tender for the services to M/s. TANGEDCO Ltd, Chennai, as specified in the ANNEXURE-B at the rates specified in the e-Price Bid and in accordance with the conditions of this Tender. The rates quoted will be firm for a period from the date of award of the contract and for the extended period, if any.

- |                       |   |
|-----------------------|---|
| 1. Tender Description | Coal-.106 /24.03.2022: <b>e-tender for movement of coal from</b> any mines of Eastern Coal fields Ltd (ECL) in coordination with coal companies, railways and port authorities for supervision of coal loading at mines, transportation of coal by road/railway sidings, delivery, stacking and handling of coal at Dhamra port/ any other port , loading of coal into the vessel and further movement of coal from Dhamra port/ any other port to Kamajara port ,Ennore by sea route by ensuring minimization of transit loss. |
| 2. Security Deposit   | : 5% of contract value .<br>The EMD amount of Rs.50,00,000/-<br>will form part of Security Deposit for the successful bidder. The successful bidder shall submit Security Deposit in the form of irrevocable Bank Guarantee from any of the Nationalized/<br>Scheduled/Foreign Banks with branches in India to the beneficiary<br><br><b>TANGEDCO, within 15 days from the date of awarding contract.</b>   |

I undertake that I have quoted the rates taking into account the Input Tax Credit (ITC) relief (and ITC benefits) available to us on account of GST already paid. I have submitted the certificate as per Schedule – B for ITC benefit. Should this Tender be accepted, I / We hereby agree to provide services as per the rates finalized and to abide by and fulfill all the terms and conditions of this Tender Specification. In case of default thereof, I / We agree to forfeit EMD/Security Deposit paid to TANGEDCO.

SIGNATURE OF TENDERER  
WITH SEAL

Place & Date:

## **SCHEDULE – B**

### **CERTIFICATE OF INPUT TAX CREDIT BENEFIT**

**Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.100/-**

To  
The Chief Engineer (concerned),  
TANGEDCO.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN \_\_\_\_\_ in State of \_\_\_\_\_. Our applicable GST% for the above reference job is \_\_\_\_\_ under code \_\_\_\_\_.

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover is less than Rs. \_\_\_\_\_ lakhs (being threshold limit) per annum. (For unregistered vendor, the vendor has to submit an affidavit in the enclosed format).

We hereby declare and confirm that we are registered vendor under composite scheme having GSTIN \_\_\_\_\_.

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs. \_\_\_\_/- of % as rebate in my awarded price against input tax credit benefit.

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of Bidder  
Company Seal.

Note:

Bidder may strike out the para not applicable

If ITC rebate is zero, this should be certified by the practicing chartered accountant with UDIN No. \_\_\_\_\_

### **SCHEDULE – C**

#### **SCHEDULE OF EXPERIENCE (THIS DOCUMENT IS FOR BQR CONDITION)**

Tenderers shall list below their experience (documentary evidence in the form of copy of contracts/purchase orders/agreements should be enclosed with this schedule) :

SI No.	Financial year	Quantity of coal transported from mines by Rail AND Sea on account of any of the power utilities / PSUs in India
1	2018-19	
2	2019-20	
3	2020-21	

SIGNATURE :  
DESIGNATION:  
COMPANY :  
COMPANY SEAL:

PLACE :

DATE:

## **SCHEDULE – D**

### **PROCESS COMPLIANCE STATEMENT (on Company's letterhead)**

Bid Event to be held:

E-TENDER FOR MOVEMENT OF 2 LT +/- 10% COAL FROM EASTERN COAL FIELDS LTD'S (ECL) SOURCES, COORDINATION AND SUPERVISION OF COAL LOADING AT ANY MINES OF EASTERN COAL FIELDS LTD (ECL), TRANSPORTATION FROM EX-MINES OF ECL BY ROAD/ RAIL TO DELIVERY AT DHARMRA PORT/ ANY OTHER PORT , STACKING AND HANDLING AT PORT, LOADING ONTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM DHARMRA PORT/ ANY OTHER PORT TO KAMAJARAR PORT ,ENNORE BY SEA ROUTE

### **TANGEDCO TENDER SPECIFICATION NO.COAL- OT 106/ 2021-22 dated 24.03.2022**

Name of the Organization:

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The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the rules on participation at the bid event. The award decision by TANGEDCO would be final and binding on us.

1. We will not divulge either our bids or those of other bidders to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of **NIC's** portal, bid process, bid technology, bid documentation and bid details.
3. We agree that all times mentioned for the e-Tender event are as per NIC **Server Time** base on IST.
4. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of **TANGEDCO/NIC**.
5. Based on the competitive quotes received, TANGEDCO's decision will be final and binding on us.
6. Our participation in a bid event is by invitation from TANGEDCO
7. TANGEDCO is not obliged to place the contract if the expected price of the event is not met. TANGEDCO will be at liberty to cancel the bid event and initiate a fresh one, if necessary.

8. Bids once finally submitted cannot be withdrawn or modified under any circumstances.

9. TANGEDCO can decide to extend, reschedule or cancel the E-Tender.

10. Bids cannot be altered after submission.

11. We shall indemnify and hold **TANGEDCO/NIC**, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

12. **TANGEDCO/NIC** or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

13. **TANGEDCO/ NIC** will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-Tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-Tender events.

14. **Validity:** The bidders should keep their bids valid for a period till 90 days **from the date of bid opening..** No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TANGEDCO may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

We agree to have read, understood , agreed in to and to abide by this statement.

Organization

Name

Designation

Signature & stamp /seal

Date & Place

## **SCHEDULE – E**

### **E-TENDER FORM**

To

The Chief Engineer/Mech/Coal,  
Tamil Nadu Generation & Distribution Corporation Ltd.,  
II Floor, Western Wing,  
NPKRR Maaligai, Electricity Avenue,  
144 Anna Salai, Chennai-600 002.

Dear Sir,

- (1) Having examined the above specification together with the accompanying schedules, etc. we hereby offer our service as covered in the Specification at the rates entered in the e-price bid.
- (2) We hereby verify and state that the particulars entered in the schedules attached to the Specification are true and correct.
- (3) In accordance with Security Deposit Clause of the Specification, we agree to furnish Security Deposit to the extent of 5% of the total value of the contract.
- (4) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act 1985.
- (5) Our company is not Black listed or Banned as on the date of submission of bid in any of the Government/Semi government/PSU's in India.

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY :

## **SCHEDULE F**

### **PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT:**

DEED OF GUARANTEE made on  
this.....

.....by the Bank of ..... (here in after called the bank) to and in favour of the Tamil Nadu Generation & Distribution Corporation Ltd., (TANGEDCO) a body corporate constituted under Companies Act 1956 having its office at 144 (Old No.800) Anna Salai, Chennai –2 represented by the Chief Engineer/Mechanical/ Coal (hereinafter called the TANGEDCO).

WHEREAS in accordance with Invitation for Bids under the Tender Document No...Coal- ..... dated ..... M/s..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said tender Coal- ..... dated ..... for movement of coal from Eastern Coal field Ltd.'s sources through Road/Rail cum sea mode from ECL mines to Kamarajar port/ Ennore rakes.

AND WHEREAS in accordance with the terms of the Tender Document No. Coal-..... dated ....., the bidder has to pay a sum of Rs.....(Rupees ..... Only) as Earnest Money Deposit from a Nationalised/scheduled/reputed foreign banks with branches in India.

AND WHEREAS the bidder has requested TANGEDCO to accept Bank Guarantee in lieu of Earnest Money Deposit for a sum of Rs..... for participation in the tender.

AND WHEREAS the Bank has at the request of the bidder agreed to guarantee the payment of the said sum to TANGEDCO in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No.Coal - ..... dated .....

NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of TANGEDCO having agreed to accept the Bank Guarantee from a Nationalised/scheduled/reputed foreign banks with branches in India. towards Earnest Money Deposit for a sum equivalent to Rs..... (Rupees ..... Only) the Bank do hereby guarantee that if the bidder fails to

fulfill the conditions of the Tender Document or in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No. Coal - ..... dated ....., the Bank shall pay forthwith merely on demand without any doubt to TANGEDCO, the amount guaranteed under this deed.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs..... (Rupees..... Only).

The Bank further undertakes to indemnify TANGEDCO against any loss or damage that may be caused or suffered by TANGEDCO by reason of any breach of the terms and conditions in the said Tender Document No. Coal- ..... dated .....

This Bank Guarantee is valid till .....

The expressions "Bank" "TANGEDCO" and "BIDDER" before used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU

.....

For and on behalf of the Bank has signed this Deed on the day, month and year first above written.

SIGNATURE  
WITH THE SEAL OF THE BANK  
(NAME IN BLOCK LETTERS)

IN THE PRESENCE OF WITNESSES.

1.  
(NAME IN CAPITAL WITH ADDRESS)

2.  
(NAME IN CAPITAL WITH ADDRESS)

(Designation office address or Residential Address  
of the witnesses)

## ANNEXURE –A

### PRICE BID (NOT FOR SUBMISSION)

Tender Inviting Authority : Office of Chief Engineer/Coal  
Name of Work : For the Movement of coal from ECL Mines to Ennore Port  
(via) Dhamraport/Any other port  
Contract No:  
Name of the Bidder/Bidding Firm/ Company :

### PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only

SL No	ITEM DESCRIPTION	ITEM CODE	BASIC RATE in FIGURES Rs. P	GST in %	GST AMOUNT in Rs. P	TOTAL AMOUNT WITH TAXES RS. P	TOTAL AMOUNT IN WORDS
1	Railway Freight charges (ECL Mine to Dhamra Port) Rs. MT	Item 1					
2	Sampling Charges (Mine and Discharge Port Rs. MT	Item 2					
3	Handling Charges at Dhamra Port/Any other Port Rs. MT	Item 3					
4	Ocean freight Charges including vessel related charges Rs. MT	Item 4					
5	Port charges at discharge port Rs. MT	Item 5					
6	Insurance	Item 6					
Total in Figures							
Quoted Rate in Words							

Note: The Tenderer has to quote the specific rate /MT for all the items. GST has to be mentioned separately in the e-bid

## **ANNEXURE – B SCOPE OF WORK**

**Name of work:** MOVEMENT OF 2 LT +/- 10% COAL FROM EASTERN COAL FIELDS LTD'S (ECL) SOURCES, COORDINATION AND SUPERVISION OF COAL LOADING AT ANY MINES OF EASTERN COAL FIELDS LTD (ECL), TRANSPORTATION FROM EX-MINES OF ECL BY ROAD/ RAIL TO DELIVERY AT DHARMRA PORT/ ANY OTHER PORT , STACKING AND HANDLING AT PORT, LOADING ONTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM DHARMRA PORT/ ANY OTHER PORT TO KAMAJARAR PORT ,ENNORE BY SEA ROUTE THROUGH RAIL-CUM- SEA.

**Period of work:** One Month from the date of issue of work order.

**Quantity of coal to be moved :** 2 LT +/- 10%

Scope of Work includes co-ordination with ECL to supply coal, transportation of coal from Mines to nearby railway siding by Road including loading and unloading, booking of railway siding, facilitating signing of agreements between TANGEDCO and the concerned party for co-user/Railway goods sidings bookings etc, co-ordination with railways for sanction of rail programme, allotment of rakes, placement of rakes at siding, loading of coal into railway wagons, movement of rakes, supervising the loading operations at siding, booking and receipt of RRs, generation and submission of e-way bills etc, payment of railway charges, Transporting of coal to DHARMRA port/ Any other port , stacking and Handling of coal and loading of coal onto vessels and transporting to Kamarajar port, Ennore and any other activities as may be required to fulfil the scope as defined in scope of work. The details shall be as under:

### **1. Co-ordination with ECL for issuance of delivery order/ release order for coal:**

- a) Intimate TANGEDCO regarding necessary payments of coal value before sufficient time for the coal scheduled at various mines.
- b) Co-ordination with the bankers of coal companies for acknowledgement of receipt coal value paid by TANGEDCO.
- c) Intimate TANGEDCO regarding necessary documents to be submitted well in advance for release of RDOs. Collection of required documents from TANGEDCO and submit the same at coal companies before sufficient time.

- d) Co-ordination with Mine personnel and DDM of concerned area for required clearance for coal allocation, issue of lifting certificate, release of coal for loading etc. within the stipulated time period.
- e) All statutory payments at DD mines offices or at Railway offices for the subject work is to be paid by the Contractor.

**2. Loading of coal at coal mines into trucks/tippers, unloading, stacking at Railways siding and loading into Railway rakes:**

- a) The contractor has to identify an appropriate railway siding near coal mines of the coal company from which RDO is issued. All costs related to usage of railway siding, like loading of coal at coal mines, unloading of coal from trucks/tippers, stacking at appropriate place, deployment of pay loaders for loading into rakes and necessary supervision etc. including siding charges and watch and ward charges, Railway freight, DHARMRA port/ Any other port charges, Handling charges both unloading and loading at port, vessel chartering, transportation of coal from DHARMRA port/ Any other port loading port to kamarajar port, Ennore discharge port etc. shall be to Contractor's account.
- b) It also includes facilitating signing of agreements between TANGEDCO and the concerned party for co-user/ PFT/Railway goods sidings bookings / DHARMRA port/ Any other port etc.
- c) The contractor shall load the coal into the wagons on train load basis and take care of the incidents to prevent overloading or under loading, to minimize the extra freight charges. Contractor shall try and get suitable rakes which are in good condition. Any extra charges raised by railway due to overloading or under loading of rakes shall be payable by the party to TANGEDCO.
- d) The contractor must ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior loading of coal.

- e) The contractor shall ensure that damaged Wagons/ Sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distances thereby efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Rail authorities prior to loading of Coal. The party has to get such wagons declared as sick wagons.
- f) The contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges at coal loading on to the rakes or despatch point before generation of RRs. The party must ensure to load the coal rakes within the stipulated time given by Railways. Any demurrage, penalties or additional charges raised by Railways shall be payable by the contractor to TANGEDCO.
- g) In case the weigh bridge at the point of coal loading on to the rakes or despatch point is out of order and it is required to be weighed en-route and if the subject rake is found to be in overload condition, all penal charges levied by Railways on TANGEDCO shall be recovered from the contractor's bills.
- h) The contractor shall collect the RRs from Railway authorities, generation and submission of e-way bills etc. and to arrange handing over of the same to TANGEDCO concerned person and e-mail the readable scan copy immediately so that at least the scan copy is immediately made available before the rake reaches TANGEDCO.
- i) All documentations related to transportation and incidental activities in the scope will be carried out by the contractor. All the contractor representatives shall maintain proper record of the trucks being used for dispatching coal under the respective delivery order along with daily lifting report.
- j) All statutory payments at DD mines offices or at Transport offices or any other expenses towards operation of the subject work are to be paid by the contractor.

### **3. Co-ordination & Liaison for allotment of coal rakes etc:**

- a) The contractor shall co-ordinate with Railways / appropriate authority for sanction of Railway program from office of Executive Director of Railway movement. The contractor shall assist in submitting the Railway programme as per the lifting pattern and onward submission of the same.
- b) The contractor has to assist TANGEDCO in reconciliation with Coal companies for the advance paid and invoices raised for the coal value by Coal Companies related to the supplies under the contract.
- c) The contractor has to comply with all the formalities, modalities & legal issues of COAL COMPANIES and other coal companies, Railways, DHARMRA port/ Any other port , state government and all applicable law of land from time to time and will indemnify TANGEDCO against any default what so ever.
- d) All statutory payments at DD Mines offices or at Railway offices towards operation of the subject work is to be paid by the Contractor

### **4. Transportation charges from coal mines road/rail to load port and transportation by sea to discharge port**

- a) After issuance of Delivery order, the contractor shall take delivery of coal of size <100 mm only at the designated mine of appropriate quality on behalf of TANGEDCO, and assure lifting rate as required to ensure complete lifting within the delivery period.
- b) The contractor has to arrange the transportation of coal (which is lifted from mines) by road/rail from mines to be unloaded at the loading port and stacking the same without being mixed with any foreign material/impurities or any other coal so as to maintain the quality.
- c) The contractor has to arrange at its own cost the resources like equipment required for lifting of coal from designated stock as indicated and directed by authorities of coal companies and port authorities, trucks/tippers/railways for transportation of coal from Mines to load port, chartering of vessels , loading into vessels, transporting to the discharge port

d) The contractor on behalf of TANGEDCO shall validate/sign the weighment sheet as well as daily LR summary statement issued by coal companies . Contractor shall collect the delivery challan and arrange to send on daily basis in soft copies by mail and submit the original for the week's lifting at the earliest.

e) The Contractor will ensure that copy of invoice (tipper wise/daily wise as per the prevalent practice) lifted against the release order is available on the earliest working day and also arrange to provide the excel summary of invoice for daily lifting. The summary should be reconciled prior to sending to TANGEDCO on daily basis. In case of any mismatch between the actual lifting and invoicing or in any other issues, party has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured timely.

#### **5. Ensuring Quality of coal:**

The activities related to sampling & testing of coal supplied through road / rail cum sea mode at various mines are to be supervised at all times to ensure that the same are carried out as required. The contractor will be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points.

#### **6. Other responsibilities of the contractor**

- a) The contractor has to provide sufficient manpower, for monitoring coal quality & dispatches from mines to sidings in trucks and loading in to railway rakes, unloading and loading at load ports and discharge ports.
- b) The contractor has to depute a team of members at loading point to ensure lifting of good quality and proper size of coal.
- c) Other incidental activities to complete the scope of work shall be done by the contractor without any additional service charges.
- d) Transshipment of coal is not permitted except at railway siding from truck/tippers to rail rakes/siding, and will be treated as a material breach of contract.
- e) Any other activity not envisaged, or which comes up during the tenure of the contract which is required to be discharged in fulfilment of

obligation as above is deemed to be included in the scope of the contractor unless the same has substantial/material cost implication.

- f) Supervision: The contractor shall engage adequate personnel to coordinate with railways for timely placement of rakes and ensure to complete the job in stipulated time. To avoid penalty by railway and to ensure full wagon load, party is to confirm the wagons numbers which are beyond repair and get a certificate from Railway authorities to book on train load.
- g) Safety arrangements: The contractor has to take all necessary safety precautions applicable at sidings. In no case TANGEDCO can be held responsible for safety of contractor's workmen.
- h) The contractor must ensure that the delivery order issued by coal companies does not lapse and adequate trucks/tippers are engaged to lift the coal as per D.O within the expiry date. However due to any exigencies which are not attributable to the party a part of the D.O quantity could not be lifted, then no penalty shall be levied on the party. The party must submit relevant documents to substantiate the exigencies.