



TENDER SPECIFICATION

Discharging of coal from the TANGEDCO vessels by Shore unloaders at ECTPL berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units.

SPECIFICATION NO: CE/COAL/OT No.104/2021-22 dt 22.03.2022.

THROUGH E-TENDERING

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

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

**On 05.04.2022
Upto14.00 Hrs**

**OFFICE OF THE CHIEF ENGINEER/Mech./COAL,
2nd FLOOR, WESTERN WING, NPKRR MAALIGAI,
144, ANNA SALAI, CHENNAI-600 002,
TAMIL NADU.**

Email : 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 logon to 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

Contact No. : 044 – 24466495

24902580 Extn:332

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 Help desk **(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.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD
TENDER SPECIFICATION ABSTRACT
(OPEN TENDER-TWO PART)

For and on behalf of TANGEDCO Limited, tenders are invited **through E- tender** under Open Tender-Two Part system for handling of coal at ECTPL(Ennore Coal Terminal Private Limited), Ennore Port

1	Tender Specification No.	CE / M/COAL / OT No.: 104/ 2021-2022 dt .22.03.22.
2	Name of Work	Discharging of coal from the TANGEDCO vessels by Shore unloaders at ECTPL berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units.
3	Quantity	20 LMT(Twenty lakhs Metric Tonnes)
4	Method of Tender	Open Tender E-Tender System (Online submission of Part-I – Techno Commercial Bid and Part-II– Price Bid, through Website: https://tntenders.gov.in/nicgep/app)
5	Earnest Money Deposit(EMD)	Electronic Transfer of EMD through RTGS/NEFT/Net Banking/Bank Guarantee shall be completed before 3.00 hours of the Bid submission time. EMD : Rs. 12,00,000/- To be remitted to Name of the Beneficiary: Chief Financial Controller/ General/ TANGEDCO. Address:144, Anna Salai, TANGEDCO LTD/ Chennai, Tamil Nadu. Pincode:600 002 Beneficiary Account No: 0911201003004 Name of the Bank: Canara Bank, Anna Salai, Chennai-600002 IFS code of Beneficiary branch: CNRB0000911 MICR code of the bank branch: 600015024 SWIFT CODE: CBRBINBBMFD The bidders are requested to give a proper caption "EMD FOR SPECIFICATION NO.COAL /2021-22 BY_____(COMPANY NAME to be filled up) while remitting the EMD.
6	URL for online bid Submission for e- tender	https://tntenders.gov.in/nicgep/app
7	Last date for submission of EMD	05 .04.2022 @ 14.00HRS (The EMD amount has to be received in Headquarters (TANGEDCO) Account through e payment, 3 hours before closing time of tender)
8	Date & Time of closing of Online e-tender for submission of Techno Commercial bid.	05.04.2022 @ 14:00hrs
9	Date & time of opening of tender electronically.	06.04.2022 @ 14:30 hrs
10	Place at which the tenders will be opened	Office of Chief Engineer/Mechanical/Coal/Chennai.

11	Availability of Tender Specification at website	The Tender Specification will be placed at TANGEDCO website. The prospective bidders may download the same. TANGEDCO:www.tangedco.gov.in NIC:https://tntenders.gov.in/nicgep/app TN GOVT:www.tenders.tn.gov.in
12	BID QUALIFYING REQUIREMENTS	Refer section-II
13	REJECTION OF TENDERS	Refer section-III
14	Documents to be uploaded by the tenderers during e-submission	Price Schedule A & Annexure B to Q and other documents whichever is applicable.
15	Last date of receipt of queries from bidder	03 .04.2022 &11.30Hrs Any clarification in the tender shall be sought, through e – mail.(cecoal@tnebnet.org and secoalhandling@tnebnet.org)
16	Pre-Bid meeting	No
17	Date & Time of opening of price bid electronically	Will be intimated later for eligible bidders.
18	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.	
19	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.	

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

SECTION – I

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:
Earnest Money Deposit : Rs. **12.00** Lakhs /- (Rupees Twelve Lakhs only)

2. **Earnest Money Deposit:** The Earnest Money Deposit specified above should be in the form of NEFT/RTGS or by way of Account Transfer as mentioned above in 5(a) of Foreword for the above amount. 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).

3. 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.

4.0 Bank Guarantee (BG):

4.1 The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable.

4.2 The Bank Guarantee towards EMD shall be in the form of an irrevocable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/- as per the proforma enclosed as per Annexure-W obtained from any Nationalized bank / Scheduled bank of India or any reputed Foreign Bank having branches in India.

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

4.4 The Bank Guarantee shall be valid for one year.

5. 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.

6. The EMD will not carry any interest.

7) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/Elec/CH after intimation of the rejection/ non-acceptance of their tender is received by them.

8) The following categories of Industries are exempted from payment of EMD.

a) Departments of the Government of Tamil Nadu.

b) Undertakings and Corporations owned by the Government of Tamil Nadu.

9) Those tenderers who are exempted from payment of EMD shall upload in lieu of EMD an Declaration in the form as per Annexure-H to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-adherence of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD/Security Deposit should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-adherence of any of the conditions stipulated in the contract.

TENDERS RECEIVED WITHOUT THIS DECLARATION SPECIFIED ABOVE WILL BE DISQUALIFIED.

GENERAL:

- a) Tender will be rejected if the declaration is not signed / authenticated in all pages of annexures.
 - b) Others viz. Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.
- 10) The tenderers shall upload the attested copy of audited Profit and Loss account/Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in plant and machinery for extending exemption from paying EMD.
- 11) 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.
 - ii) The proof of exemption of EMD with a declaration in lieu of EMD and documents in support of investment held in plant and machinery.
- 12) 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.

SECTION –II

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.

I (a) The bidder shall have experience in handling of any **type of COAL / IRON ORES/ GRAINS/ MINERALS etc.** not less than (5 LMT) Five Lakhs Metric tonne per annum in any port in India to any State or Central Government Organisation/ TANGEDCO/TNEB/Other State Electricity Boards/Public Sector Undertakings in any one of the last five financial years as on the date of Tender Opening. The bidder has to upload documentary proof in the form of copy of Purchase Order/ Contract Agreement issued by the above organizations for handling of any type of coal / iron ores/ grains/ minerals etc. 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 / iron ores/ grains/ minerals etc. not less than (5 LMT) Five Lakhs Metric tonne per annum in any one of the above mentioned years.

I(b) 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 (a), the performance certificate issued by main contractor in favour of sub-contractor along with the copies of Purchase order/ Contract agreement entered between main-contractor and sub-contractor along with the copy of authorization letter received by end user to the main contractor for permitting the sub-contractor in the work front to execute the work are to be uploaded.

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.

II. The bidder's annual turnover should be **more than Rs.3 crores** in any one of the financial years (2018-2019, 2019-20, 2020-21).

In case of companies registered under companies Act, the copy of the Audited financial statements like Profit & loss account and balance sheet for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing Chartered Accountant or attested copy of Income Tax statements for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.

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. The experience in handling of Thermal Coal through Barges will be considered.
- iv. Experience as the main contractor/sub-contractor shall be considered for satisfying the experience criteria specified in 'BQR'.
- v. The offers not satisfying the Bid Qualification Requirements will be summarily rejected.
- vi. Documentary evidence in support of all the above requirements attested by a Gazetted officer or Notary Public shall be scanned and uploaded.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

SECTION-III

REJECTION OF TENDERS

- I. Tenders will be SUMMARILY rejected if:
- a). The EMD requirements are not complied with.
 - b). The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
 - c). prices indicated in the Technical/Commercial Bid.
- II. Tender is LIABLE to be rejected, if it is:
- a). Not covering the 100% of tendered quantity.
 - b). If the declaration as specified in Annexure N & L is not signed and enclosed.
 - c). With validity period less than that stipulated in this specification.
 - d). Not in conformity with TANGEDCO's Commercial terms and Technical Specifications.
 - e). Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
 - f). From any black listed Firm or Contractor.
 - g). Received by Telex / Telegram / E-Mail/ Fax/Post.
 - h). From a tenderer whose past performance / Vendor rating is not satisfactory
 - i). Not containing all required particulars as per Schedule - A & Annexure –B to Q.
 - j). Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - k). If GSTN number is not furnished.

SECTION-IV

GENERAL TERMS AND CONDITIONS

TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998 AND THE TAMIL NADU TRANSPARENCY IN TENDER RULES 2000 AND SUBSEQUENT AMENDMENTS THERE OF ARE APPLICABLE TO THIS TENDER.

1.0 SUBMISSION OF OFFER:

The tenderer is expected to examine all instructions, Schedule and Annexure detailed in the Specification and submit the Price Schedule and other required particulars in the Schedule and Annexure called for in this Specification, only as per the formats prescribed herein.

The Tender Offer consisting of Price Schedule A and Annexure should be filled up and signed by the Tenderer or any person holding valid Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should be indicated without fail.

In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.

Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

2.0. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.

In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, CE/MECH./COAL/Chennai-02, will clarify the same.

If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by CE/MECH./COAL/Chennai-02, on the clarifications will be final and binding on the Tender.

All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in

the tender documents shall be attested by the persons signing the tender offer.

BEFORE QUOTING:

Every tenderer is expected to inspect the work site before quoting rates.

TANGEDCO will not however accept any extra charge for the lead or for any other reason after acceptance of the contract rate in case the contractor is found to have misjudged materials available later on.

The standard specification of the Tamil Nadu Public works department will be followed for the performance of the contract wherever applicable and for all particulars not specially covered by this specification.

3.0 QUOTATION OF RATES:

Rates should be quoted in figures and words.

The tenderer /firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted shall remain FIRM for the entire duration of contract or any extension thereof. The rates quoted should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.

The benefit of Input Tax Credit (ITC), if any, availed by the bidder shall be passed on to TANGEDCO while quoting the price.

4.INCOMPLETE TENDERS:

Tender, which is incomplete, obscure or irregular is liable for rejection.

5.AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to TANGEDCO will be taken without any reference to the Tenderer.

1. The tender offer shall contain full information asked for, in the accompanying schedules and else wherein the specification.
2. Tenderers shall bear all costs associated with the participation in the e-Tender and TANGEDCO will in no case be responsible or liable for these costs.
3. The offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
4. The Tenderers are requested to furnish the exact location of their firms with detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

6.0 TENDER OPENING:

6.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Chief Engineer/Mechanical/Coal/Chennai-600002, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

6.2 OPENING OF THE PRICE BIDS: (PART - II)

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfil the BQR criteria and whose bids are found to be commercially and technically acceptable.

7.0. INFORMATION REQUIRED AND CLARIFICATIONS:

In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

The TANGEDCO will examine the tender offers to determine whether they are complete, whether 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. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Tender Accepting Authority to the tenderers.

The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

8.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.

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

- * The quoted price will be corrected for arithmetical errors.
The rate of GST as applicable both in percentage and amount shall be indicated in the offer.
- * The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Basic price + GST).

- * Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within & outside TN.

9.0 RIGHTS OF THE TANGEDCO:

Rights to reject the tenders:

After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.

The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of works, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights:

- a) To vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate.
- b) To recover losses, if any, sustained by TANGEDCO, from the contractor who pleads his inability to execute the work and backs out of his obligation after award of contract, apart from forfeiting the security deposit/EMD.
- c) To cancel the orders for not keeping up the delivery schedule.
- d) To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- e) To accept the lowest eligible tender.
- f) To reject any or all the tenders or cancel without assigning any reasons thereof.
- g) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

TANGEDCO reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of TANGEDCO, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

10.0 DEVIATIONS:

10.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

10.2 No alternate offer will be accepted.

11.0 VENDOR RATING:

TANGEDCO will verify the vendor rating of the bidders. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

12.0 NEGOTIATION:

Negotiation will be carried out with the L1 tenderer after opening of tenders.

SECTION -V

COMMERCIAL TERMS AND CONDITIONS

1.0 GENERAL

Tenderers shall satisfy the Bid Qualification Requirement (BQR) stipulated. Only tenderers, who have previous experience in the works of nature and description detailed in the specification, shall quote and such tenderers shall detail their experience and particulars of their experience in coal handled. Tenderers are advised to peruse all the clauses in the specification and in the instruction to tenderers before quoting.

The scope of work is Discharging of coal from the TANGEDCO vessels by Shore unloaders at ECTPL berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units.

THE PERIOD OF CONTRACT:

The tenure of contract will be for a period of 1 year from the date of commencement of work.

1.1 CLARIFICATION ON SPECIFICATION:

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

The tenderer is required to carefully examine the specification and the required documents. If a tenderer has any doubt about the meaning of any clause/s in the specification, it is advised to seek clarification on the same from the Chief Engineer/Mech/Coal in writing in Email:secoalhandling@tnebnnet.org so that the doubts are cleared before the submission of the tender.

The Chief Engineer/Mech./Coal will issue consolidated reply containing clarifications for written requests in writing to all prospective tenderers before due date of submission of the tender. After receipt of such interpretations and clarifications, the tenderer may submit the offer within the due date and time as specified. All such interpretation and clarification shall form a part of the tender specification. Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the Board.

1.2 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 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 section-VI of specification and any other work incidental there to and no claim for the incidental work will be entertained at a later date.

A format for Price schedule is given in schedule-A

The tenderer should quote firm rates for the entire period of contract.

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

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. The copy of all bills paid by the contractor, on a/c TANGEDCO, to the port, Railways etc should be submitted to TANGEDCO.

1.3. CHARGES TO BE QUOTED BY THE TENDERER ARE:

Sl. No.	Description RATE PER TON	Approximate Quantity In Lakhs tonnes	Rate/ MT Rs. P	HSN Code & SAC Code	Applicable GST %	Total Rs. P
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Cargo loading onto trucks and movement to NCTPS I by trucks.	4.00				
1.1	Service charges for all operations and works mentioned in the specification.					
1.2	Transportation of coal by trucks from ECTPL to NCTPS-I.					
2	Cargo loading onto wagons and movement to MTPS by wagons.	16.00				
2.1	Service charges for all operations and works mentioned in the specification.					

The rates per MT must be Firm. The above rates quoted should be exclusive of GST. If GST is not furnished separately, it will be treated the rate quoted is inclusive of GST. GST will be paid by TANGEDCO as applicable from time to time. Any Taxes and Levies for each item other than GST should be furnished under column "Other levies & Taxes if any. Service Charges will remain firm for the entire period of contract.

1.4 PAYMENT OF PORT CHARGES AND RAILWAY FREIGHT:

The Railway freight shall be paid by TANGEDCO at the loading end at ECTPL Berth/KPL Port for dispatch to MTPS-I & MTPS-II. The Port charges, viz Port dues, Pilotage will be paid by TANGEDCO as per the scale of rates. The Berth hire charges will be paid to ECTPL by the ship owners in advance before berthing of vessels.

Bidders should co-ordinate with TANGEDCO, vessel owners, Railways and Port for timely payment of port charges and railway freight. Bidder shall monitor loading of coal at ECTPL yard. Bidder shall be responsible to see that the coal wagons are loaded to the full chargeable carrying capacity of wagons.

Bidder shall be responsible to load coal in wagons to the full chargeable carrying capacity wagons. The extra expenditure incurred by TANGEDCO due to underloading of coal and penal overloading charges by overloading the coal beyond the chargeable carrying capacity will be to the account of Bidder and will be deducted from the handling charges payable. Bidder's agent shall witness the weighment at MTPS, NCTPS and the draught survey at ECTPL Berth/KPL Port.

1.5 DEMURRAGE CHARGES FOR SHIPS:

The minimum rate of discharge at ECTPL port will be 20000MT /day. The stevedoring works are carried out by ECTPL, hence demurrage clause does not arise.

1.6 SECURITY DEPOSIT

The successful tenderer upon intimation given by the Chief Engineer/Mech/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 thirty 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 Two years 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.

1.7 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 10% of the handling charges for the shortfall quantity not moved in that month (Other than Railway Freight and Port charges which are reimbursed at actual). 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 90% payment to be made for each vessel to the contractor and the applicable GST shall be recovered for liquidated damages.

1.8 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.

1.9 PERMANENT ACCOUNT NUMBER

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

1.10 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.

1.11 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.

1.12 ARBITRATION

Arbitration is not applicable to this contract.

1.13 THE TANGEDCO RESERVES THE RIGHT

- (a) not to accept the tender.
- (b) to reject the tender without assigning any reasons thereof,
- (c) to revise the quantities given in the Specification while awarding contract,
- (d) to delete any portion of the work covered by this specification,
- (e) to relax, waive or modify any of the conditions stipulated in the specification wherever deemed necessary, in the best interest of TANGEDCO.
- (f) TANGEDCO reserves the right to revoke any of the rejected bids/bidders within the validity period and all the bidders shall accept such revocation without any objection.

1.14 BAR OF JURISDICTION

1.14.1 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.

1.14.2 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.

Undertaking towards jurisdiction for Legal Proceedings should be submitted in non-judicial stamp paper of appropriate value.

1.15 GENERAL CONDITIONS

1.15.1 In order that the tender may receive full consideration, the whole information asked for in the accompanying schedule and elsewhere must be furnished by the tenderers. It is not binding on TANGEDCO to accept the lowest tender.

1.15.2 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.

1.15.3 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.

1.16 DATA FOR COMPUTERISATION OF COAL MANAGEMENT

In case the computerisation of coal management is introduced in TANGEDCO connecting all the Thermal Power Stations and the office of the Chief Engineer/Mech./Coal & Superintending Engineer/Coal handling at Chennai, tenderers should provide computers with required facilities at 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 TTPS, etc as required by TANGEDCO. All details required by TANGEDCO shall be furnished by the contractor for the above computerisation of coal management.

1.17 INSPECTION

The representative of TANGEDCO shall have access to the contractor's operations at any time for the purpose of inspection of the work. The contractor shall provide necessary arrangements for such inspection.

The contractor shall furnish particulars with regard to position of ships at the port and the wagon movement to MTPS daily through Computer Net work/over phone through mobile/e-mail to the Chief Engineer/Mech./Coal & Superintending Engineer/Coal handling at Chennai, with copies to the Superintending Engineer/Mettur, North Chennai, Tuticorin TPS, for monitoring the unloading of coal.

1.18 EVALUATION PROCEDURE

1.18.1 The tender offers received and accepted will be examined to confirm whether the BQR and all the terms and conditions of the specification are complied with and whether the offer are generally in order. Any deviation on technical part of the specification will be considered only if TANGEDCO is convinced that if it would be in the interest of TANGEDCO.

The evaluation of tender is subject to the Tamil Nadu Transparency in Tender Act 1998 and the TN Transparency in Tender Rules 2000 and subsequent amendments. TANGEDCO reserves the right to revoke any of the rejected bids/bidders within the validity period and all the bidders shall accept such revocation without any objection.

1.18.2 RECTIFICATION OF ARITHMETIC ERRORS:

In case of discrepancy between the rates quoted in words and in figures, lower of the two shall be considered. If the tenderer does not accept the correction of the errors as above, the bid will be rejected and the EMD will be forfeited.

1.18.3 DETERMINATION OF THE EVALUATED VALUE:

The work is carried out in 2 different modes of operation as given in specification. In Price schedule-A, the tenderers should quote the non-statutory rates (Service Charges). It is ascertained that **80% quantity of coal will be handled and transported to MTPS I & II by rail and 20% quantity of coal will be handled and transported to NCTPS Yard by truck approximately.**

Hence the evaluated value will be arrived as below:

Evaluated value = 80% Total Service Charge for estimated quantity of MTPS plus 20% total Service charges for estimated quantity of NCTPS.

1.20 PAYMENT TERMS:

The following shall be the Payment Terms:

Sl.No.	Payment Terms
(i)	Payments will be made for the quantity of coal received at MTPS-I & MTPS-II and NCTPS –I certified by the respective Power Station authorities.
(ii)	If the value of provisional recovery for transit loss of coal exceeds 5% of retention amount, then 95% of charges will be paid after withholding the amount of provisional releasing of recovery over and above 5% retention amount from the bill. Balance Retention Amount, if any, will be released after successful completion of contract and after adjusting recoveries.

(iii)	Charges towards demurrage on ships will be deducted for every vessel.
(iv)	Certification should be obtained from NCTPS & MTPSI&II for ensuring tarpaulin coverage.
(v)	The Contractor have to settle towards missing and unconnected wagons on regular basis. Only after settlement of missing and unconnected wagons the retention amount will be released.

1.21 DATA FOR COMPUTERISATION OF COAL MANAGEMENT

In case the computerisation of coal management is introduced in TANGEDCO connecting all the Thermal Power Stations and the office of the Chief Engineer/Mech./Coal & Superintending Engineer/Coal handling at Chennai, tenderers should provide computers with required facilities at 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 / MTPS, etc as required by TANGEDCO. All details required by TANGEDCO shall be furnished by the contractor for the above computerisation of coal management.

1.22 INSPECTION

The representative of TANGEDCO shall have access to the contractor's operations at any time for the purpose of inspection of the work. The contractor shall provide necessary arrangements for such inspection to the Chief Engineer/Mech./Coal & Superintending Engineer/Coal handling at Chennai, Chennai and with copies to the Superintending Engineer / M-II /NCTPS I & MTPS-I &II, for monitoring the unloading of coal. The contractor shall furnish particulars with regard to position of ships at the port daily through Computer Net work/over phone through STD/Trunk call or through telex.

1.23 SURVEY

The survey at the beginning of the contract should be carried out jointly by the bidder selected through this tender in the presence of TANGEDCO officials and the expenses should be beared by the contractors.

The survey at the end of the contract should be carried out jointly by the contractor and, in the presence of TANGEDCO officials and the expenses should be beared by contractors.

The statement of survey at the beginning and end of the contract should be signed by both the contractors and the TANGEDCO officials.

1.24 SHORTAGE OF COAL

The cost of short-receipted coal will be recovered from the contractor. The Mode of arriving at the shortage of coal and Mode of Recovery from the contractor shall be as follows:

MODE OF ARRIVING AT THE SHORTAGE QUANTITY:

1.24.1 Difference between total quantity of coal unloaded from the ship based on the Draught Survey Weight and the total quantity received at MTPS-I & MTPS-II as per the certificate of weighment issued by the Power Station authorities will be considered as shortage. Bidder's agent shall witness the weighment at MTPS-I & MTPS-II and the Draught Survey at ECTPL /Kamarajar Port. The cost of short receipt quantity, if any, will be recovered in bidder's bill.

1.24.2 Difference between total quantity of coal unloaded from the ship based on the Draught Survey Weight and the total quantity received at NCTPS yard as per the certificate of weighment issued by the Power Station authorities will be considered as shortage. Bidder's agent shall witness the weighment at NCTPS yard and the Draught Survey at ECTPL /Kamarajar Port. The cost of short receipt quantity, if any, will be recovered in bidder's bill.

The actual cost of short receipted coal by way of handling at the port will be recovered from the bidder's bill or from the retention amount or from the Security Deposit after assessing the shortage of coal at the end of the contract. For deduction of cost of short receipted coal, the landed cost of coal at MTPS and NCTPS will be worked out based on the weighted average of cost of coal including all levies and taxes plus Railway Freight from mines to load port plus handling charge at load port plus ocean freight plus handling charges at ECTPL /Kamarajar Port plus Railway freight up to the destination from ECTPL /Kamarajar Port to MTPS and NCTPS for that period.

1.25 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.

1.26 LIABILITY FOR ACCIDENT TO PERSONS

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.

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.

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.

1.26.1 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.

1.26.2. 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.

1.27 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.

1.28 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.

SECTION-VI

TECHNICAL

1. Discharging of coal from the TANGEDCO vessels by Shore unloaders at ECTPL berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard or onto rail wagons for onward movement to Mettur Units.

The contractor shall also discharge the imported coal, if any, through ECTPL /Kamarajar Port and move onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units.

The tenderer is requested to offer their rates for operation by mechanical at ECTPL /Kamarajar Port and move onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units

2. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONTRACTOR:

1. Discharging and handling of TANGEDCO vessels at ECTPL berth / Kamarajar Port, Ennore and further transportation to NCTPS by truck and transportation by rail to MTPS.
2. Stack the unloaded coal at stackyard.
3. Intend the coal wagons from Railways.
4. To arrange to berth the vessels of TANGEDCO at the ECTPL/Kamarajar port and discharge at a minimum rate of 20,000 MT of coal per day.
5. Monitoring , Stevedoring, Liasoning with ship agents / custom authorities, Port and Customs documentation.
6. Shore operations including inter-carting to storage yard inside the port and Hi-stacking the cargo at the storage yard.
7. Monitoring the loading of cargo in the trucks for delivery by Road to NCTPS and through Rail to MTPS.
8. Covering rakes and trucks with Tarpaulin.
9. Transportation by road to NCTPS and also accounting for the quantity of coal movement at NCTPS.
10. Monitor the movement of coal from ECTPL / Kamarajar Port to MTPS-I& MTPS-II and also accounting for the quantity of coal movement at MTPS-I& MTPS-II.

3. RESPONSIBILITY OF THE CONTRACTOR:

Bidder will be responsible for ensuring prompt discharge of coal from vessel, storing of coal in the plot of ECTPL Port, intending of coal wagons, loading of coal into coal wagons and monitoring movement of rake to MTPS-I & MTPS-II.

Bidder will be responsible for monitoring discharge of coal from vessel, and loading coal into trucks and prompt movement of trucks to NCTPS.

Bidder shall monitor loading of coal at the ECTPL yard. Bidder shall be responsible to see that the coal wagons are loaded to the full chargeable carrying capacity of wagons.

Bidder shall be responsible to load coal in wagons to the full chargeable carrying capacity wagons. The extra expenditure incurred by TANGEDCO due to under loading of coal and penal overloading charges by overloading the coal beyond the chargeable carrying capacity will be to the account of Bidder and will be deducted from the handling charges payable. Bidder agent shall witness the weighment at MTPS and NCTPS and the draught survey at Bidder.

Bidder will be responsible for monitoring and coordinating the berthing and unloading operation of the ships.

Bidder should keep itself appraised and be thoroughly conversant with the rules and regulations of the Railways and other related agencies. Bidder shall Co-ordinate with all authorities for proper execution of the contract. Any default of the same the Bidder alone is liable and responsible.

Bidder shall be responsible for any damages arising out of or in consequence of negligence on the part of contractor or any of his servants, to any party or property of the Railways and ports and no claim in this regard is payable by TANGEDCO under any circumstances.

All third party damages shall be settled by the Bidder promptly without reference to TANGEDCO.

No claims for any damage / demurrage / detention / idle charges for transportation equipments, labour and other enabling facilities organized by Bidder in connection with handling and transportation operations shall be payable to Bidder under any circumstances whatsoever by TANGEDCO.

Bidder should at all times have a well organized establishment with skilled and experienced staff for proper administration/control, supervision over the operation/equipment/staff employed, etc.

Bidder shall abide by all instructions and directions issued to him by TANGEDCO or the authorised officers in respect of the execution of the contract.

Bidder shall whenever required at his cost ensure proper printing and stationery materials according to the formats prescribed by the Railways and other Authorities and also as prescribed by TANGEDCO.

The Bidder shall make his own arrangements for all the equipments, tools and tackles and other requirements as per Dock Safety Regulation/ other statutory rules of the State/Central Government i.e. hand-gloves, slings, shovels, goggles, shoes, etc. and other contrivances, manual or mechanical and manpower required for the execution of the work. No priority or recommendation letter for procurement of equipments or tools and tackles shall be given by TANGEDCO.

Cost and carriage of hand gloves/gears/drinking water supplied to Bidder Labour, supply of lights/wooden ladders for increasing stack heights, step-ladders for loading into dumpers if required, cost of clearing the stacks and other infringements/collection of broken pieces / dust, payment of overtime/ load charges with or without transportation by mechanical or other means, if any, shall be to the contractor's account.

The contractor shall ensure that the coal is stacked in such a manner as prescribed by TANGEDCO so that sufficient spare areas are provided for movement of equipment/dumpers, etc to prevent any fire hazard keeping in view the technical requirements as well as Dock Safety Regulations, and to ensure maximum utilisation of the stacking area and siding facilities allotted for clearance and handling of coal. The contractor should also ensure the stacking and loading of cargo on "First in and First out" basis to assure that under no circumstances cargo is allowed to be stored for more than 15 days. The contractor will be fully responsible for his failure to comply with the above requirements resulting in any deterioration/issues to the cargo on account of fire/disintegration, etc and the surrounding/equipment facilities, etc. If the contractor fails to do so as provided in the clause in spite of notice and TANGEDCO does the work, through other agencies, all expenses incurred by TANGEDCO shall have to be borne by the contractor and will be adjusted from the bills payable to the contractor.

The contractor in coordination with the port authorities, shall be required to take all measures for sprinkling water for dust suppression while unloading coal from wagons and on coal dumps, at stack yards of ECTPL. It is the responsibility of the contractor for procuring water required for the above purpose.

The contractor shall be responsible for the prompt filing of the required documents and remittance to the port to enable berthing of the vessel without any delay. Additional expenditure on account of Detention of vessels due to delays in berthing of the vessel due to any lapse on the part of the contractor shall be to the account of the contractor.

The contractor shall monitor and ensure that the work of unloading starts immediately after berthing of the vessel.

The contractor shall obtain "No Damage Certificate" from the Master of the ship in respect of gears, equipments, etc. In case of any damage due to reasons attributable to the handling contractor, repair shall be done to the satisfaction of the Master, by the contractor without any claim on TANGEDCO. All third party damages claimed by shipping companies shall be settled by the contractor with the shipping companies promptly, without reference to TANGEDCO based on joint survey and clearance certificate to that effect from vessel master or vessel owner shall be furnished. If any reference is made by the Shipping Companies the amount claimed by the shipping companies will be withheld from the bills of the contractor till proof of settling the issue is produced by the contractor. No interest on the sum so withheld, will be paid by TANGEDCO. However this will be based on the joint survey report. The contractor shall furnish various returns/statements to TANGEDCO as prescribed from time to time.

The contractor shall whenever required, shall ensure at his cost proper printing and stationery materials according to the formats prescribed by the Port Trust, Dock Labour, Customs, Railways and other authorities and also as prescribed by TANGEDCO.

If the contractor fails in his responsibilities as provided in the above clauses, in spite of notice and if, TANGEDCO/Port does the work, through other agencies, all expenses incurred by TANGEDCO/port shall have to be borne by the contractor and will be adjusted from the bills payable to the contractor.

If weighbridges are installed in the port, the contractor shall arrange for weighment of the wagons as per the port regulations.

The contractor shall ensure compliance of all Labour Laws in respect of labourers engaged.

A list of equipments available with the tenderer for handling the coal movement shall be furnished along with the tender. TANGEDCO will have the right to inspect all the equipments offered by the Tenderers and verify their ownership, control as well as their present working conditions and other details, considered necessary before deciding the tender and awarding the work.

4. DATA FOR COMPUTERISATION OF COAL MANAGEMENT

In case the computerisation of coal management is introduced in TANGEDCO connecting all the Thermal Power Stations and the office of the Superintending Engineer/Coal at Chennai, contractor should provide computers with required facilities at 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 wagon arrivals, unloading and loading of coal into vessels, dispatch of coal wagons from collieries, coal stock, etc as required by TANGEDCO. All details required by TANGEDCO shall be furnished by the contractor for the above computerisation of coal management.

5.PERIOD OF CONTRACT

The tenure of the contract will be for a period of 1 year from the date of commencement of work.

6. QUANTITY TO BE HANDLED

TANGEDCO has proposed to handle about 20 Lakh Tonnes of coal, tentatively, at ECTPL berth / Kamarajar Port utilizing the Shore cranes. However the quantity of coal to be handled will vary depending upon the requirements of TANGEDCO

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

Name of work: Discharging of coal from the TANGEDCO vessels by Shore unloaders at Ennore Coal Terminal Private Limited (ECTPL) berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard and onto rail wagons for onward movement to Mettur Units

PRICE SCHEDULE – A

FOR ECTPL PORT, ENNORE PORT

Sl. No.	Description RATE PER TON	Approximate Quantity in Lakh tonnes	Rate/ MT Rs. P	HSN Code & SAC Code	Applicable GST %	Total Rs. P
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Cargo loading onto trucks and movement to NCTPS I by trucks.	4.00				
1.1	Service charges for all operations and works mentioned in the specification.					
1.2	Transportation of coal by trucks from ECTPL to NCTPS-I.					
2	Cargo loading onto wagons and movement to MTPS by wagons.	16.00				
2.1	Service charges for all operations and works mentioned in the specification.					

NOTE:

- 1) Service charges and Transportation charges are firm for the entire contract period.
- 2) The above rates quoted should be exclusive of GST.
If applicable GST is not furnished, it will be treated the rate quoted is inclusive of GST.
- 3) GST will be paid by TANGEDCO as applicable from time to time.
- 4) Any Taxes and Levies for each item other than GST should be furnished under column
"Other levies & Taxes if any" and the details should be enclosed.

ANNEXURE - B

DEVIATIONS

Any deviation from specification shall be filled in by the Tenderer clause by clause in this schedule

Sl.No.	Section	Clause No.	Deviation
1)			
2)			
3)			

I agree that such of those deviations suggested by the tenderer and accepted by TANGEDCO will only form part of the tender conditions.

The Tenderer hereby certifies that the above mentioned are the only deviations from specification.

Signature :

Designation :

Company Seal

Date

ANNEXURE - C

TENDERERS EXPERIENCE IN HANDLING

Tenderers shall list below their experience in handling at various ports.

Sl.No.	Work order/PO No & date Port	Quantity	Year	Port	Client
1)					
2)					
3)					

Signature :

Designation :

Company Seal

Date

NOTE:

Tenders received without the above particulars called for in the above format duly supported by copies of relevant documents in proof of the above will be summarily rejected.

ANNEXURE - D

INFRASTRUCTURE FACILITIES

Tenderers shall list below the infrastructure facilities available at the Ports.

Sl.No.	Ports	Name of Equipments	Quantity
1)			
2)			
3)			

The tenderer here by confirms that the quantity and type of tools he will employee will not be less than those listed above and agree to bring more equipment if so warranted at no extra cost to TANGEDCO.

Signature :

Designation :

Company Seal

Date

ANNEXURE - E

DETAILS OF NETWORK OF OFFICES/ESTABLISHMENTS

Tenderes shall list below the details of network of offices / Establishments available at Ports, and other places.

Sl.No.	Branches		
	Ports		Other Places
1)			
2)			
3)			

Signature :

Designation :

Company Seal

Date

ANNEXURE - F

PERSONNEL

Tenderers shall list below the list of personnel (upto Manager level) in the employment of the tenderer.

Sl.No.	Name of Person	Qualification	Designation	Experience in handling of any type of coal / iron ores/ grains/ minerals etc.
1)				
2)				
3)				

Signature :

Designation :

Company Seal

Date

ANNEXURE – G

FINANCIAL STANDING OF THE TENDERER

Tenderers shall furnish financial standing with full particulars. Audited balance sheets for the past three years (2018-19,2019-20, 2020-21) may be furnished, along with GST return.

Sl.No.	Description	Year
1)		
2)		
3)		

Signature :

Designation :

Company Seal

Date

ANNEXURE – H
DECLARATION in lieu of EMD

To

The Chief Engineer /Coal,
Tamil Nadu Electricity Board,
2nd Floor / Western Wing,
NPKRR Maaligai, Electricity Avenue
800 Anna Salai,
Chennai 600 002.

Dear Sir,

Having examined the above specification CE/COAL/OT, No /2022-23 together with the accompanying schedules etc., we hereby accept to handle the work Movement and Handling of coal by rail-cum-sea route from the various collieries of Mahanadi coalfields Ltd through the load port of Paradip for the thermal stations of TANGEDCO covered in this specification at the rates entered in the attached schedule of prices.

1. We hereby guarantee the particulars entered in the schedules attached to the specification.
2. In accordance with security deposit clause, Section– V of the specification we agree to furnish Security cum performance to the extent of 5% of total value of contract till the expiry of guarantee period.
3. 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.
4. I / We hereby unconditionally accept to pay the amount equivalent to EMD along with applicable GST, together with the costs if any, in the event of non fulfilment of the conditions in the tender specifications.
5. We are exempted/Not exempted (strike out which is not applicable) from payment of EMD.

Yours faithfully,

COMPANY SEAL :	SIGNATURE :
	NAME :
	DESIGNATION :
	COMPANY :
	DATE :

ANNEXURE-I

CERTIFICATE REGARDING ACCEPTANCE OF NO DEVIATIONS

(On the letter head of the Bidder)

Ref.No.....

Date:

To

CHIEF ENGINEER/MECH/COAL
TAMIL NADU GENERATION &
DISTRIBUTION
CORPORATION LTD. II
FLOOR, NPKRR MAALIGAI,
144, ANNA SALAI, CHENNAI – 600002.

Sub: Tender Specification No. CE/COAL/OT No. /2022-23

Discharging of coal from the TANGEDCO vessels by Shore unloaders at ECTPL berth at Kamarajar port, Ennore and load onto trucks to NCTPS stock yard and onto rail wagons for onward movement to MTPS.

Dear Sir,

1.0 With reference to our Bid for the subject tender specification as above, we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendments(s)/ Clarification(s)/ Addendum /Errata/Corrigendum (if any) issued by the Tender Inviting Authority prior to opening of Techno- Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addendum/Errata/ Corrigendum (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to Tender Inviting Authority, failing which the EMD shall be forfeited.

Place: Date:

Signature.....

Name.....

Designation.....

Seal

ANNEXURE –J

TENDER FORM

To

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

Dear Sir,

- (1) Having examined the above specification together with the accompanying schedules, etc. we hereby offer to carry out all the works covered in the Specification at the rates entered in the attached schedule of prices.
- (2) We hereby verify and state that the particulars entered in the schedules attached to the offer 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) Act1985.
- (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 :
COMPANYSEAL:

SIGNATURE :
DESIGNATION:
COMPANY :

ANNEXURE – K

Stamp duty payable – Rs.100/-

PROFORMA OF BANK GUARANTEE FOR SECURITY 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/ Mech/ Coal.

Whereas Messers.....(hereafter called the contractor) have by virtue of the contract entered into with TANGEDCO as per the P.O. No.....Dated agreed with TANGEDCO to carryout in accordance with the terms and conditions of the contract.

AND WHEREAS in accordance with the items of the contract in P.O..... dated the contractor has to pay a sum of Rs.....(Rupees Only) as Security Deposit cum performance guarantee from a Nationalised Bank/ branches of reputed Foreign Banks in India.

WHEREAS the contractor has requested TANGEDCO to accept Bank Guarantee inlieu of Security Deposit cum Performance Guarantee for a sum equivalent toafter adjusting the Earnest Money Deposit of Rs. already paid, towards 5% of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has at the request of the contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in P.O.No.....dated..... or in the letter dated the

NOW THIS DEED WITNESSES AS FOLLOWS :

In consideration of TANGEDCO having agreed to accept the Bank Guarantee from a Nationalised Bank/ branches of reputed Foreign Banks in India towards Security Deposit cum Performance Guarantee for a sum equivalent to Rs..... (Rupees Only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to TANGEDCO such amount or amounts, as the bank may be called upon to pay TANGEDCO.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs.....(Rupees.....Only). PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by TANGEDCO.

1. 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 P.O.No. dated
2. The guarantee herein contained shall remain in force till the terms and conditions of the P.O..... dated have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold after.....
3. The Bank further agrees with TANGEDCO that TANGEDCO shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor time to time or to postpone from time to time any of the powers exercisable by TANGEDCO against the said contractor and to forbear or to enforce any of the terms and conditions related to the said contract and the bank shall not be relieved of their liability by reasons of any such variations or extension being granted to the said contractor or by reason of any forbearance, act or omission on the part of TANGEDCO or any indulgence by TANGEDCO to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have effect of so relieving the Bank.
4. Any account settled between the purchaser and TANGEDCO shall be the conclusive against the Bank for the amount and shall not be questioned by the bank.
5. The expressions "Bank" "TANGEDCO" and "Contractor" 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 THEBANK

(NAME IN BLOCKLETTERS)

IN THE PRESENCE OF WITNESSES.

1.
(NAME IN CAPITAL WITH ADDRESS)

2.
(Name in capitals to be superscribed with
Designation office address or Residential Address)

ANNEXURE - L

**e-Tender TENDER ACCEPTANCE
LETTER**

**To be signed with company seal on
letter head and uploaded in the
technical Bid TENDER ACCEPTANCE**

LETTER (To be given on company Letter
Head)Date:

To

The Chief Engineer, Mechanical/COAL ,
NPKRR Maaligai, 2ndFloor Western Wing,
Tamil Nadu Generation and Distribution Corporation,
144 , Anna Salai, Chennai-2
Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms &
Conditions of Tender. Tender
Ref. No: -----
Name of Tender/Work:

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:
As per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality /entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at

liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

BIDDER PAN NO:-

ANNEXURE-M

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

(NON JUDICIAL STAMP PAPER VALUE RS.80/-)

This undertaking executed at.....

on this..... (Date)..... (Month) Two thousand and by

M/sRegistered under Companies Act, 1956 having its registered office at hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and in favour of Tamil Nadu Generation and Distribution corporation Limited, a company incorporated under the company Act 1956, having its registered office at No. 144, (Old NO. 800), Anna Salai, NPKRR Maaligai, Chennai-600 002 herein after called the purchaser (which expression shall where the context so admits means and includes its successors if Office and assigns).

WHEREAS a contract for the supply ofhas been awarded in favour of the contractor under the Purchase order No.....dated.....

AND WHEREAS in accordance with the terms of the above Purchase order, the contractor has to furnish un undertaking to the effect that no suit or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the High court, Madras of District court at or Sub-court ator at the District Munsiff court at as the case may be.

IN CONSIDERATION of the purchaser having agreed to accept the undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High court , Madras or District court at.....or sub court at Or at the District Munsiff court atas the case may be 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 the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

IN WITNESS WHEREOF Thiru.....of

M/s hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses

COMPANY SEAL

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

WITNESSES:

1)

2)

ANNEXURE – N
QUESTIONNAIRE

SPECIFICATION NO: CE/COAL/OT No. /2022-23

INSTRUCTIONS:

- a) Strike off, whichever is not applicable.
- b) Separate sheets should be used, wherever necessary

Sl. No.	Particulars	Bidder's Response
1	Name & Address of the Firm / Company	
a.	Registered Office	
b.	Factory / works Address	
c.	Fax No & Telephone No.	
d.	E-mail ID:	
2	Name, Designation & Address of the person signing the tender	
3 a.	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	
b.	If so, write registration No.	
c.	Period of validity to be mentioned	
d.	Permanent Account Number (PAN)	
4.	Whether the Tenderer's Annual Turn over on handling of Bulk Cargo shall be more than Rs. 3 crores. Whether documentary evidence for the Annual Turn Over uploaded as required in Section – II of this specification.	YES /NO YES /NO
5	EARNEST MONEY DEPOSIT	
a.	Mode: NEFT/RTGS/Account Transfer/BG	
	Amount : 12,00,000/-	Rs. Twelve lakhs only
	The EMD amount has to be received in TNEB / TANGEDCO account through e payment, by 3 hours before closing time of tender.	
b.	If exempted, state whether the bidder is	State Govt. Dept. & undertaking of Govt. of Tamil Nadu.

c.	Whether Reference of documentary evidence regarding exemption uploaded.	YES / NO
d.	The tenderers under Exemption Categories of EMD shall furnish, in lieu of EMD, a declaration in the enclosed format (Annexure H) should be furnished.	YES / NO
	NOTE: If item (a) or (b) or (c) or (d) or (e) is not uploaded along with the tender offer, the Bids will be rejected.	
6.	INSPECTION CLAUSE: Whether you are agreeable for the Inspection Clause	YES / NO
7	VALIDITY: Whether your offer is valid for a period of 90 days from the date of opening of Commercial / Technical Bids. (Offers with Validity period of less than 90 days are liable to be rejected).	YES / NO
8	PRICE:	
a.	Whether the price quoted is FIRM	YES/NO
b.	Whether the break ups for the quoted Unit Price (All-inclusive price including GST) have been mentioned in Schedule A of this specification	YES / NO
c.	Whether percentage & Amount of GST applicable has been mentioned separately.	YES / NO
d.	Whether you are agreeable, in case of delayed delivery, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable by TANGEDCO to you.	YES / NO
	NOTE: If the breakup details are not furnished, offer will be liable for rejection.	
9	IT – PAN & GSTIN	
a.	Whether PAN No. issued by IT Dept. is furnished.	YES / NO
b.	Whether GSTIN, ARN of the firm and HSN code of the materials furnished.	YES / NO
c.	GST Registration Certificate	YES / NO

10	Whether you are agreeable for the following clauses specified under Section-V of the Specification:	
a.	Payment Terms (Clause-1.17) (section V)	YES / NO
b.	Security Deposit (Clause- 1.3) (section V)	YES / NO
c.	Demurrage Charges (Clause-11.0 (section V)	YES / NO
d.	Liquidated Damages (Clause-1.4) (section V)	YES / NO
e.	Force Majeure (Clause-1.7) (section V)	YES / NO
f.	Shortage of Coal (Clause-1.19) (section V)	YES / NO
11.	Quantity Offered	YES / NO
12.	Whether copy containing all pages of Section – V Commercial & Section – VI Technical with dated signature of the Tenderer in all pages has been enclosed with the Offer.	YES / NO

COMPANY SEAL:

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

ANNEXURE– Q

UNDERTAKING

I _____, Sole Proprietor/
Partner of

M/s. _____ give undertaking that the details given in the above QUESTIONNAIRE of Annexure – N are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date:

SIGNATURE OF THE TENDERER:

Place:

NAME _____ :

STATUS IN THE COMPANY

:

(Affix Seal of the company) _____ :

ANNEXURE-P
PARTICULARS OF COURT CASES

1. The bidder should furnish the list of court cases both criminal and civil cases against them.
2. If any arbitration cases against Government sectors/Private/Public sectors are either completed or on the pipe line, then the same shall be furnished.

ANNEXURE-Q

Declaration to be submitted by tile bidders in NJS 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 here by 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 here by 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 with Company Seal.

Note:

Bidder may strike out the Para not applicable

