

# **Tamil Nadu Generation & Distribution Corporation Ltd.**

**144, Anna Salai, II Floor, NPKRR Maaligai, Chennai – 600 002.**

Tel: +91-44-28522205, 28520011

Email: [cemechcoal@tnebnet.org](mailto:cemechcoal@tnebnet.org)

Website: [www.tangedco.gov.in](http://www.tangedco.gov.in)

## **TENDER DOCUMENT**

### **TENDER NO: COAL 108 - DATED 13.04.2022**

**E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"**

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**TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD.  
(TANGEDCO)**

**SPECIFICATION NO. COAL-108 DT.13.04.2022**

**FOREWORD**

1)	Name of the works	<b>E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"</b>
2)	<b>TYPE OF TENDER</b>	<b>TWO PART OPEN TENDER</b>
3)	Date & Time of commencement of download of Tender Specification	1530 Hrs. on 21.04.2022
4)	Date & Time of closing of download of Tender Specification	1130 Hrs on 27.04.2022
5)	Clarification of documents & Specification	As mentioned in clause No.5.0 of Section II

6)	Due Date and Time for Submission of bids in the e-procurement platform at <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>	Submission : 1130 Hrs on 27.04..2022
		Opening : 1130 Hrs on 28.04.2022
7)	Earnest Money Deposit (EMD)	<p><b>Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed before 3.00 hours of the bid submission date and time.</b></p> <p><b>EMD:</b>  <b>Rs. 80,00,000/- (Eighty Lakhs only)</b></p> <p>To be remitted to  <b>Name of the Beneficiary:</b>          "TANGEDCO"          Address: 144, Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode: 600 002</p> <p><b>Beneficiary Account No:</b>          0911201003004</p> <p><b>Name of the Bank:</b> Canara Bank,          800, Electricity Avenue, Mount Road,          Anna Salai, Chennai-600002</p> <p><b>IFC code of Beneficiary</b>  <b>branch:</b> CNRB0000911</p> <p><b>MICR code of the bank branch:</b> 600015024  <b>SWIFT CODE:</b> CNRBINBBMFD</p> <p><b>The EMD can also be provided in the form of Bank Guarantee for the above value with validity for a period of 6 months</b></p>
8)	Soft copy of Tender Specification	The tender specification can be downloaded from TANGEDCO website <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> , from Tamil Nadu Government Website i.e. <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> & from NIC website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> free of cost.
9)	Tender will be opened	<b>Through the NIC portal</b> <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>

## **SECTION – I**

### **INVITATION TO BID**

TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD.

**E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"**

#### **1.0 INTRODUCTION :**

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

#### **2.0 SPECIFICATION NO: COAL-108 DT.13.04.2022**

#### **3.0 BID DOCUMENTS:**

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

#### **4.0 EARNEST MONEY DEPOSIT:**

Rs.80,00,000/- (Rupees Eighty lakhs only). The EMD can also be provided in the form of Bank Guarantee (as per prescribed format in Schedule-G) for the above value with validity for a period of 6 months from date of bid opening.

#### **5.0 SCHEDULE FOR RECEIPT AND OPENING OF BIDS :**

A	Date & Time of Commencement of Download of Tender Specification	1530 Hrs. on 21.04.2022
B	Date and Time of Closing of Download of Tender Specification	1130 Hrs on 27.04.2022
C	Due Date and Time for Submission of bids in the e-procurement platform at <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> for the e-tenders:	Submission:1130 Hrs on 27.04.2022 Opening :1130 Hrs on 28.04.2022

## **6.0. BID QUALIFICATION REQUIREMENT (BQR):**

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

- A. The Bidder should have experience in movement of 0.65 LT (Sixty five thousand Tonnes) of coal in any one of the last three years i.e., 2019-20, 2020-21 and 2021-22, from mines through Road or Rail. The Bidder should have moved coal on account of any of the Power utilities/PSUs in India (Schedule-C and Documentary evidence in the form of Copy of contracts/Purchase orders/Agreements to be attached for the same)
- B. The Annual Turnover of the Bidder shall be at least Rs.20,00,00,000/- (Rupees Twenty crores only) in any one of the three years i.e., 2018-19, 2019-20 and 2020-21. The Bidder shall furnish the annual statement of accounts or the annual Turnover certificate certified by the practicing Chartered Accountant or attested copy of IT Return in any one of the years i.e 2018-19,2019-20 and 2020-21 towards documentary evidence.
- C. The bidder should have experience of handling of any type of coal/Iron ores/grains on multiple mode of transportation like Rail cum Sea or Road cum Rail or Rail cum Road and also handling at any port situated in India. The bidder shall have experience in handling of any type of coal/Iron ores/grains not less than 0.65 LT (Sixty five thousand Tonnes) per annum in any port in India to any State or Central Government Organisation / TANGEDCO/ TNEB/Other State Electricity Boards/Public Sector Undertaking/Private in any of the last 3(three) years i.e., 2019-20, 2020-21 and 2021-22, as on the date of tender opening. The bidder has to upload documentary proof in the form of copy of contracts/Purchase orders/Agreements issued by the above organizations for handling of any type of coal/Iron ores/grains. Also the bidder has to upload performance certificate from end user, corresponding to the above Copy of contracts/Purchase orders/Agreements showing details for having satisfactorily handled any type of coal/Iron ores/grains not less than 0.65 LT (Sixty five thousand Tonnes) per annum in any one of the above mentioned years.
- D. The tenderer should have experience in chartering of vessels for at least 2 Indian coastal voyages per year in any one of the preceding 3 financial years 2019-20, 2020-21 & 2021-22, on which a contract should have been successfully executed directly with any state or Central Govt. Organisations TANGEDCO/ TNEB/ other State Electricity Board/ end consumer/ Public Sector Undertaking as on date of Tender Opening.
- E. 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 above , the performance certificate issued by main contractor in favour of sub-contractor with copies of Purchase order/ Contract agreement entered between main-contractor and sub-contractor along with the copy of the authorisation letter issued by end user to the main contractor for permitting the sub-contractor in the work front to execute the work share to be uploaded.

- F. In case the main contractor and subcontractor participating in this tender on the basis of the same work experience, the main contractor's bid will only be considered and subcontractor bid will be rejected.
- G. A declaration should be submitted by the bidder that the bidder holds the sole responsibility in moving coal from MCL mines to the destined discharge port by means of transportation and handling of coal by Road, Rail and Sea (end to end contract) (as per Schedule – D)
- H. 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 shall be obtained from tender inviting authority.

The Offers of the Bidders not satisfying any of the above "Bid Qualification Requirements" will be SUMMARILY REJECTED.

## **7.0 QUANTITY OF COAL TO BE MOVED**

HINGULA	: 50,000 TE
ANANTA	: 50,000 TE
GARJANBAHAL	: 85,000 TE
LAKHANPUR	: 50,000 TE
KULDA	: 25,000 TE
<b>TOTAL</b>	<b>: 2,60,000,TE</b>

## **8.0 CONSORTIUM:**

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

## **9.0 DOWNLOADING OF BID DOCUMENT:**

Bid documents can also be downloaded from the Web site of TANGEDCO website [www.tangedco.gov.in](http://www.tangedco.gov.in) or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or from NIC website <https://tntenders.gov.in/nicgep/app> free of cost.

The qualifying requirements to participate in the above tender can also be seen from the web site of TANGEDCO website [www.tangedco.gov.in](http://www.tangedco.gov.in) or from Tamil Nadu



Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or from NIC's website  
**https://tntenders.gov.in/nicgep/app** at free of cost.

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

Fax No. (91) (44) 28525659

Telephone:28522205, 28520010, 28520131 Extn:2393

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## **SECTION II**

### **GENERAL INSTRUCTIONS TO TENDERERS**

Guidelines and instructions to tenderers for submission of tenders for

- 1. E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"**

#### **1. GENERAL INSTRUCTIONS:**

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

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

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

**E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"**

**BIDDERS SHOULD QUOTE FOR END TO END IN "COST PER MT" FOR MOVEMENT OF COAL FROM MINES (MCL MINES GIVEN ABOVE) TO DISCHARGE PORT(ENNORE/KARAIKAL) AS PER THE DELIVERY SCHEDULE CONSIDERING ALL INCLUSIVE RATES .**

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

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

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

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

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

**6.0 List of documents to be submitted electronically on or before 1430 Hrs on 27<sup>TH</sup> April 2022:**

**DOCUMENTS TO BE UPLOADED:**

- I) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ Net Banking). EMD of Rs.80,00,000/- (Rupees Eighty Lakhs only) for both the sidings. The EMD can also be provided in the form of Bank Guarantee (as per Schedule-G) for the above value with validity for a period of 6 months from due date of bid opening
- II) Schedule – A: Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No. COAL-108 DT.13.04.2022. (Filled up Schedule-A to be uploaded as scanned copy of Original duly signed by the bidder)

- III) Schedule – B: Certificate for Input Tax benefit (Filled up Schedule-B to be uploaded as scanned copy of Original duly signed by the bidder)
- IV) Documents to be scanned and attached in the e-portal for BQR evidence ( tender liable for rejection if BQR evidences are not attached in complete shape):**
- A. The Bidder shall submit filled up Schedule-C and furnish Documentary evidence in the form of Copy of contracts/Purchase orders/Agreements evidencing movement of atleast 0.65 Lakh Tonnes of coal in any one of the last three years 2019-20, 2020-21 and 2021-22 as per BQR condition 6 A. (scanned copy to be uploaded in the e-portal)
- B. The Bidder shall furnish the annual statement of accounts or the annual Turnover certificate (UDIN Reference to be indicated) certified by the practicing Chartered Accountant or attested copy of IT return for the preceding three years 2018-19, 2019-20 and 2020-21 evidencing BQR conditions 6 B (scanned copy of Originals to be uploaded in the e-portal).
- C. 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. 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 not less than 0.65 LT (sixty five thousands Metric tones) per annum in any one of the above mentioned years
- D. Schedule – D Declaration submitted by the bidder that the bidder holds the sole responsibility in moving coal from MCL mines to the destined discharge port by means of transportation and handling of coal by Road, Rail and Sea (end to end contract) (scanned original duly signed by the bidder to be uploaded)
- V) Signed and stamped Tender document (scanned Original to be uploaded in the e-portal)
- VI) Profile of the Tenderer (to be uploaded in the e-portal).
- VII) Schedule – E Process Compliance Statement (scanned original duly signed by the bidder to be uploaded)

- VIII) Schedule - F "E-TENDER FORM", (scanned original duly signed by the bidder)
- IX) Bidders shall furnish any other additional information in support of their experience as agents for movement of coal for the years (i.e. 2019-20, 2020-21 and 2021-22).
- X) The ST/GST and Income Tax TDS paid evidence and returns should be submitted for the three years 2018-19, 2019-20, 2020-21. If any exemption obtained from Income Tax, the exemption certificate to be furnished.

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

- 1.6 Each attachment shall not exceed 50 MB in size.
- 1.7 All tender offers shall be submitted as per prescribed formats.
- 1.8 All information in the tender offer shall be in English only. Uploaded Documents should not contain interlineations, erasures or overwriting. Uploaded documents should NOT be a protected file/ documents.
- 1.10 The tender offer shall contain full information asked for in the tender specification and in the Annexure together with the related drawings, leaflets, literature etc.
- 1.11 Bids received after the due date and time as set out in the "Invitation to Bid" will be summarily rejected.
- 1.12 TANGEDCO reserves the right to accept any bid or reject any bid or all bids, or cancel/withdraw "Invitation to Bid" without assigning any reason for such decision. Such decision by TANGEDCO shall not be subject to question by any bidder and TANGEDCO shall bear no liability of any kind whatsoever, consequent upon such a decision.
- 1.13 The scope of supply, the bidding procedure and the terms and conditions of the contract are brought out in this Tender document. The bidders can quote as per bidding procedure with their specific confirmation to the terms and conditions indicated in this tender document.
- 1.14 Tenderer shall bear all cost associated with the preparation and quoting and the purchaser will in no case be responsible or liable for any of the costs.
- 1.15 Tender should be submitted through e-portal only.
- 1.16 TANGEDCO will not be responsible for any delay in respect of the tender offer.
- 1.17 The Downloading of the Tender documents to a prospective bidder, shall not mean that he is considered qualified.
- 1.18 Tender received by FAX/E – Mail will not be accepted.

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

## **2.0 BID CURRENCY: INR**

## **3.0 EARNEST MONEY DEPOSIT (EMD)**

**3.1** The Earnest Money Deposit should be paid as mentioned in Serial No.7 of the Foreword i.e. **Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed 3.00 hours before the** due date and time of submission of the bid in the e-portal and **documentary proof for having paid the EMD amount of Rs.80,00,000/- (Rupees Eighty Lakhs only) shall be uploaded along with the tender documents.** The EMD can also be provided in the form of Bank Guarantee (as per Schedule-F) for the above value with validity for a period of 6 months from due date of bid opening.

**3.2** The EMD offered shall be paid through RTGS/NEFT/Net banking.  
**EMD should be remitted to**

**Name of the Beneficiary:**

"TANGEDCO"

Address:144, Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode:600 002

**Beneficiary Account No:**

0911201003004

**Name of the Bank:** Canara Bank,

800, Electricity Avenue, Mount Road,

Anna Salai, Chennai-600002

**IFC code of Beneficiary branch:**CNRB0000911

**MICR code of the bank branch:** 600015024

**SWIFT CODE:** CNRBINBBMFD

**The EMD can also be provided in the form of Bank Guarantee (as per Schedule-F) for the above value with validity for a period of 6 months from due date of bid opening**

**3.3 All bidders have to remit EMD.**

**3.4.** The EMD shall be submitted without any precondition to TANGEDCO.

**3.5** The EMD furnished will be forfeited if

- i) The bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.

However the changes if any, proposed by the TANGEDCO in the scope of this tender is not agreeable to the bidder, then it will not be considered as withdrawal of Bid.

- ii) the bidder violates any of the conditions of the tender specification.
- iii) the bidder fails to remit the Security Deposit as stipulated after acceptance of the tender.
- iv) the bidder revises any of the terms quoted during the validity period.
- v) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
- vi) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.
- vii) If the successful Bidder fails to acknowledge the Letter of Acceptance (LoA)/works Contract and /or fails to furnish the security deposit for contract performance Guarantee as specified in the tender documents within 7 days from the date of letter of Acceptance (LoA)/works Contract, then the EMD will be forfeited and **order will be cancelled. The belated payment of security deposit shall not be accepted.**

**3.6** The EMD of all the bidders except that of the successful bidder will be returned by TANGEDCO after the acceptance of Works Contract by the successful Bidder. The EMD will be refunded to the unsuccessful tenderers on application to the Chief Engineer/Mech/Coal, Chennai after intimation of the rejection/non-acceptance of their tender. The EMD amount will be refunded to the unsuccessful bidder in the same currency in which it was remitted to TANGEDCO.

**3.7** Bid not accompanied with EMD in accordance with the above conditions will be SUMMARILY rejected by TANGEDCO.

**3.8** No interest will be payable by TANGEDCO on the above EMD.

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

**4.1** The evaluation/e-bidding process will be conducted for "cost per MT" for all the works involved in Movement of 2.6LT +/- 10% coal from MCL mines namely HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA under RCR mode in coordination with coal companies, Railways and port authorities for supervision of coal loading at mines, transportation of coal by road to nearby railway/good shed sidings, stacking at Railway/good shed sidings, transportation, stacking and handling of coal at the nearby port, loading of coal into the vessel and further movement of coal from port to Kamajarar port, Ennore /Karaikal port by sea route as per the delivery schedule. However the Bidder should quote for all the works mentioned in the BOQ separately.

Bidders not filling up all the required PRICE entries in the BoQ bid sheets are liable for rejection. The lowest sum total of above put together inclusive of taxes, will be considered for evaluation of L1 bid. Refer Annexure A for Price Bid format. This Annexure A is for reference purpose only. Price entries should be filled up in the BOQ sheets online, provided in the e bidding portal of NIC.

#### **4.2 TWO PART TENDER STAGE:**

Tenderers must submit their Techno-commercial documents and Price schedule in E-procurement portal **on or before 1430 Hrs on 27<sup>th</sup> April 2022**. Techno-commercial documents are to be submitted separately in specified formats as stipulated in Section II. Techno-commercial documents should contain the Qualifying data, Techno Commercial terms & conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements mentioned **in (6)** of Section I and other documents as listed in Section II of the tender specification **Coal –108 dated 13.04.2022**. should be scanned & attached in the e-portal. Price schedule should be submitted in the BoQ sheets in the NIC e-portal as per Annexure A. **The techno-commercial bid documents will be opened on the scheduled date of tender opening. The Techno-Commercial documents will be scrutinized and those bidders who qualify in the EMD and Techno-commercial evaluation, satisfying the BQR conditions and all the tender conditions, will only be taken for price evaluation. Bids which do not comply with the conditions with documentary proof (wherever required) will not be considered for evaluation of lowest price.** The tenderers, on their own interest, should ensure that all the documents required are uploaded in the e-portal. Tenders received without the relevant documents would summarily be rejected.

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

#### **4.3 TRANSPORTATION & HANDLING CHARGES:**

- i) The charges should be quoted in INR for the works of Movement of 2.6LT +/- 10% coal from MCL mines namely HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA under RCR mode in coordination with coal companies, Railways and port authorities for supervision of coal loading at mines, transportation of coal by road to nearby railway/good shed sidings, stacking at Railway/good shed sidings, transportation, stacking and handling of coal at the nearby port, loading of coal into the vessel and further movement of coal from port to Kamajalar port, Ennore /Karaikal port by sea route as per the delivery schedule by ensuring minimization of transit loss in the e-portal as per the Price Schedules (BOQ) enabled in the e-portal. The Payment of Railway freight and



cargo related charges at port for TANGEDCO is also under the scope of the bidder. The details in the Bid sheet will be as found in Annexure – (A ) of this tender specification, which is for sample only and should not be filled up & uploaded in the e-tender. Price schedule to be quoted online only.

- ii) The taxes, duties and levies like GST, as applicable, if any, should be quoted separately with the percentage of such taxes, duties and levies online at the time of submission of the e-bid.

#### **4.4 EVALUATION AND NEGOTIATION:**

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

The evaluation/e-bidding process will be conducted for “cost per MT” for all the works involved in Movement of 2.6LT +/- 10% coal from MCL mines namely HINGULA, ANANTA, GARJANBAL, LAKHANPUR & KULDA under RCR mode in coordination with coal companies, Railways and port authorities for supervision of coal loading at mines, transportation of coal by road to nearby railway/good shed sidings, stacking at Railway/good shed sidings, transportation, stacking and handling of coal at the nearby port, loading of coal into the vessel and further movement of coal from port to Kamajalar port, Ennore /Karaikal port by sea route as per the delivery schedule. However the Bidder should quote for all the works mentioned in the BOQ separately. Bidders not filling up all the required PRICE entries in the BoQ bid sheets are liable for rejection. The lowest sum total of above put together inclusive of taxes, will be considered for evaluation of L1 bid.

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

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

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

- 5.1** The tenderer is required to carefully examine the specification and the required documents and be fully aware of all the conditions which may in any way

affect the service or the cost thereof. If any tenderer finds omissions in the specifications and documents or is in doubt as to the true meaning of any part, the bidder shall at once request by e-mail for an interpretation/clarification to the Chief Engineer/Mech/Coal, TANGEDCO Ltd., Chennai. Such a request for clarifications shall reach the above officer 72 hours before the due date and time of bid submission through email to [cemechcoal@tnebnet.org](mailto:cemechcoal@tnebnet.org) clearly indicating **"PREBID QUERY-TENDER SPECIFICATION NO. COAL-108 DT.13.04.2022"** in the subject of the email. The Chief Engineer/Mech/Coal, TANGEDCO Limited, Chennai will upload reply(ies) containing interpretations and clarifications for such written requests for clarifications. The consolidated reply to the queries will be made available as Corrigendum to the relevant Notice Inviting Tender (NIT) 48 Hrs before end of online bid submission of the tender. After receipt of such interpretations and clarifications, the tenderer may submit his offer but within the due date and time as specified. All such interpretation and clarification shall form a part of the tender specification.

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

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

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

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

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

## **6.0 INFORMATION REQUIRED AND CLARIFICATIONS:**

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

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

**6.3** Prior to the detailed evaluation, TANGEDCO will determine the substantial responsiveness of each offer to the bidding documents. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.

## **7.0 REJECTION:**

7.1 Tender is liable to be rejected if it is:

- a) not in prescribed format as per Section II (as listed under clause 1.5)
- b) received by telex, Fax, Telegram or E-mail.
- c) with validity period less than that specified in this specification.
- d) not in conformity with TANGEDCO's commercial terms and tender Specification and is not given as complete system but only as part.
- e) incomplete and ambiguous.
- f) not signed by the tenderer.
- g) received from a tenderer whose Past Performance or vendor rating is not satisfactory.
- h) received from the blacklisted contractor or firm.
- i) received from a tenderer who is directly or indirectly connected with Government services or TNEB LTD./TANTRANSCO /TANGEDCO's services or service of local authority.
- j) from the tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section-23 or 15 of the sick Industrial Companies Act 1985. Failure to supply this information in Schedule - E "E-TENDER FORM", will make the tender liable for rejection.
- k) not giving clear and specific acceptance in respect of the clause no:11 of Section III under the heading: Liquidated Damages.
- l) not giving clear and specific acceptance for Process Compliance Statement (Schedule – D) of the tender process.
- m) bogus or contains false particulars/ information in the documents produced along with the offer.
- n) not accepting the TANGEDCO's terms and conditions.

7.2 Tenders will be SUMMARILY rejected if

- i) The EMD requirements are not complied with
- ii) The Bid Qualification Requirements of this specification as per Section – I Clause No.6 (A & B) are not satisfied
- iii) The Bids received after the due date and time as set out in the “Invitation to Bid”
- iv) Not quoted for the requirement of TANGEDCO
- v) Bids Submitted by consortium
- vi) The bidder quotes or claims that his offer in e-tender is with typographical errors.

## **8.0 POLICY FOR BIDS UNDER CONSIDERATION**

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

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

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### **SECTION III CONDITIONS FOR MOVEMENT OF COAL**

**1.0. SCOPE OF SERVICE**

The scope of service is described in ANNEXURE-B. Period of service shall be for 2 Months. The bidders are requested to read carefully and quote accordingly.

**2.0 ALTERNATIVE TENDERS:**

Bid should be submitted as per indent of the tender documents. Alternative offers are liable for rejection.

**3.0 PRINTED TERMS AND CONDITIONS IN TENDERS:**

Tenderers printed terms and conditions will not be considered as forming part of the tender under any circumstances.

**4.0 AMBIGUITIES IN CONDITIONS OF OFFER:**

In the case of ambiguous or contradictory terms / conditions mentioned in the Bid, interpretation as may be advantageous to the Tender inviting authority will be taken without any reference to the tenderer.

**5.0** The tenderers are requested to furnish the exact location of their office with detailed postal address and pin code, telephone, email id and fax numbers etc. in their letter Head tenders so as to arrange inspection by TANGEDCO if considered necessary.

**6.0 VALIDITY:**

**The Tender offer shall be kept valid for acceptance for period of 90 days from the date of bid opening.** The offers with lower validity period will be liable for rejection.

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.

**7.0 RIGHTS OF TANGEDCO:**

Notwithstanding anything contained in this specification. TANGEDCO reserves the right :

- a) To recover losses, if any, sustained by TANGEDCO from the bidder who pleads his inability to perform and backs out of his obligation after award of contract. The Security deposit paid shall also be forfeited.

- b) To cancel the orders for not keeping up the obligation as per contractual terms.
- c) To accept the lowest tender or otherwise.
- d) 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.
- e) To seek for any additional information.
- f) To extend the contract period beyond 1 month.

## **8.0 DEVIATIONS:**

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

The tenderer shall furnish, if there are any deviations in the commercial and technical terms separately. Deviations mentioned elsewhere will not be considered.

## **9.0 TENDER RATES**

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

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

A format for Price schedule is given in Annexure A

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

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

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

## **10.0 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.

## **11.0 QUALITY OF COAL:**

1. The quality of coal as analyzed at loading end (mine) must be received at unloading end (discharge port).

Coal sampling at mine end during loading in tippers/dumpers and during coal unloading at Discharge port shall be done by a reputed third party like CIMFR. Agency has to coordinate in collection of samples by the Third Party like CIMFR. Appointment and payment to the sampling party and testing charges at mine end and at discharge port end shall be done by TANGEDCO. Coal sampling at railway siding /Load port shall be done by a reputed third party NABL accredited agencies as per reputed standards and will be of the contractors Scope. Payment to the sampling party and testing charges at Siding/Load port shall be done by Contractor.

2. Regarding the process and the time taken for coal sampling, the contractor or any of his personnel shall not have any objection and shall fully cooperate with the sampling agency.
3. Agency has to depute their person, duly authorized by TANGEDCO, to witness coal sampling at MCL mine end and while unloading at discharge port. TANGEDCO part sample at the mine end may be collected and dispatched to TANGEDCO within 5 days of collection, for analysis at TANGEDCO laboratory.

## **12.0 INSPECTION BY TANGEDCO:**

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

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

The contractor shall furnish particulars with regard to position of ships at the port daily through Computer Net work/over phone to the Chief

Engineer/Mechanical/Coal & Superintending Engineer/Shipping at Chennai, with copies to the Superintending Engineer/ North Chennai, TPS, for monitoring the unloading of coal.

### **13.0 QUALITY RECONCILIATION:**

Grade reconciliation shall be done on Overall basis (executed quantity) based on difference in Coal grade (between Grade corresponding to weighted average GCV at mine end and weighted average GCV as received at discharge port under this contract). In case there is difference in Coal grade, the differential amount (difference of MCL notified rate for TANGEDCO prevailing for each truck/rake against respective grades plus taxes) will be determined and shall be deducted from the respective payment to the contractor.

The agency shall appoint a third party NABL accredited agencies sampling agency if moved by rail/or directly by sea in order to take samples at Loading end as per Joint sampling procedure adopted nation wide and furnish the reports to TANGEDCO.

However, no additional payment shall be made to contractor, if received grade at load port is higher than lifted grade at mine end.

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

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

### **14.0 QUANTITY RECONCILIATION:**

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



## 15.0 Payment Terms:

15.1 95% Payment shall be made against quantity and grade of coal mentioned in the test certificate as given by third party inspection agency at discharge port. **In case of any degradation of coal when compared with declared grade, the difference in coal cost shall be adjusted from the payment to the contractor. However in case of any upgradation of coal when compared with declared grade of coal, no additional payment shall be made to the contractor. Payment shall be paid for the quantity received and as per weighment at Discharge port end.**

15.2 The 95% payment will be released by TANGEDCO within 90 days, against receipt of Final invoice raised based on the draught survey weight and sampling and analysis at Discharge Port. In addition to the above Bill of Lading, Railway Receipts, sale order & truck wise details related to bills and all other documents involved in movement of coal from mine to discharge port may be submitted. GST(presently @ 5%)for the road transportation charges (for movement of coal from mines to loading siding) will be paid directly by TANGEDCO to Govt of India under Reverse charge Mechanism basis GST for the rail/road transportation charges (for movement of coal from mines to load port, GST for the stacking charges and loading charges onto chartered vessels) will be paid either directly or otherwise as per applicable rules governed by GoI.

15.3 Balance 5% payment shall be released within a reasonable time after adjustment of demurrage/dispatch and other recoveries if any.

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

15.5 The agreement should be executed immediately after awarding the contract.

## **16.0 DELIVERY / SHIPMENT PROGRAMME:**

- 16.1. The delivery period shall commence from May 2022 and are to be completed by June 2022 for supplies to Kamarajar Port, Ennore/ Karaikal Port unless there is any extension issued by the purchaser. Bidder shall arrange loading of the coal in suitable vessels such that the delivery schedule for 2.6 Lakh Tonnes of coal at Kamarajar Port, Ennore / Karaikal Port. **The purchaser reserves the right to change the port of call without altering the total ordered quantity.** The details of port of call shall be intimated in the LOA/Purchase Order based on the necessity of coal and a sufficient time for vessel planning shall be provided.
- 16.2. TANGEDCO only shall have the option of exercising the additional quantity on the need basis, then the total quantity shall not exceed 125 % of the Purchase order quantity (PO Qty + Additional Qty = 125% of PO Qty).
- 16.3. The monthly delivery schedule mentioned above or subsequent modifications issued, if any, has to be strictly complied with. Any delay in completion of discharge of consignments beyond the end of each month specified in the monthly delivery schedule or modified delivery schedule issued subsequently, will attract Liquidated Damages as mentioned in clause no: 12 of Section III.
- 16.4. The seller shall send facsimile/e-mail advice to the purchaser on programme of each shipment well in advance
- 16.5. Time stipulated in the delivery/shipment programme or subsequent modifications issued, shall be the essence of the contract. The delivery /shipments are to be commenced and completed within the delivery schedule specified or modified delivery schedule.
- 16.6. The consignments should be delivered within the monthly delivery schedule or subsequent modifications, but sufficient gap of at least 10 days should be maintained between consecutive consignments at each port or at mutually agreed time.

## **17. METHOD OF SHIPMENT:**

The Purchaser guarantees unloading of the coal at Discharge Port as indicated below:

### **RATE OF DISCHARGE (KAMARAJAR PORT (ENNORE)/Karaikal Port):**

Vessels in gearless condition:

Through Shore Cranes : 25000 Metric Tonnes per weather  
working day.

Purchaser shall intimate seller by e-mail, the name and address of the party on whom Notice of readiness shall be served by Master of the vessel at destination port.

Seller shall be free to fix charter/liner Vessels excluding over aged / unclassified vessels. The vessel should be preferably below 25 years of age.

The vessel should be Kamsarmax/Panamax/Ultramax/supramax in gearless condition. and they should be capable of discharging coal using the shore cranes at Kamarajar port (Ennore)/Karaikal. Checking the maximum permissible draft and technical suitability of vessels at load port and discharge port is the sole responsibility of the contractor.

Seller shall immediately on fixing the vessel, intimate the following to the Purchaser by e-mail. Name of Vessel, length over-all (LOA), Extreme Beam width, Flag, Year of Built, Maximum Load capacity, Number of Hatches etc.

The seller shall complete nomination of suitable vessels for delivery of all the consignments pertaining to each month, atleast 15 days before the planned arrival of the vessel.

(i) Seller shall, on completion of loading of the coal, intimate the purchaser immediately by e-mail; Name of the vessel, description, exact quantity, value, Bill of lading No. and date.

(ii) Seller shall also airmail/courier/email Four non-negotiable copies of bill of lading, copy of invoice, certificate of provisional weight, certificate of sampling and analysis at Load Port to purchaser within 2 working days from the date of bill of lading. The vessel will not be allowed to berth at the discharge port till the copies of the above certificates are received by the purchaser.

When the vessel arrives at the berth at destination port and ready in all respects for unloading the coal, the notice of readiness to discharge coal shall be served on the purchaser/ purchaser's representatives by the Master of the vessel/vessel's agents.

(ii) It is the responsibility of the seller to ensure the suitability of the ship to berth in the Kamarajar port/Karaikal Port and if any delay is caused due to technical snags, it will be to the account of the Seller. In case the vessel is found to be unsuitable for discharge operation after arriving at the Discharge Ports, all expenses incurred shall be to the seller's account.

f) i) Lay time shall commence at 1 P.M. on the same day if Notice of Readiness is served by the Master of vessel and accepted by

Purchaser/Purchaser's agent before 12.00 noon and at 6 A.M. on the next working day, if Notice of Readiness is served after 12.00 noon.

ii) Lay time shall be reckoned up to completion of discharge excluding stoppages mentioned in forthcoming clauses that are not to be counted for lay time.

Stoppage of work due to breakdown of machinery or power in the ship, stoppage due to agitation of crew of ship and stoppage at the instance of Owner/Master of the vessel will not count for calculation of lay time.

iv) In case the discharge is stopped due to rolling, bad weather, fire, natural calamities, acts of God etc. such stoppages will not count for Lay time. The delay and stoppages are to be recorded in the statement of facts.

The stoppages due to conveyor breakdowns for reasons such as belt related repairs and adjustments, skirt rubber adjustments, removal of damaged return and carrying idler, discharge chute patch up works, chute welding, dusty, wet nature of cargo attributable to the seller etc., affecting the discharge of coal will not be counted for lay time.

vi) The Purchaser shall guarantee unloading of the coal as specified on the basis of weather working day, inclusive of Saturdays, Sundays and port/charter party holidays.

Saturday and Sunday, if not port/charter party holiday, shall count as lay time if the Vessel actually discharges coal during that period.

b. Time between 10 P.M. on the last working day preceding Port/Charter party holiday and 8 A.M. on the first working day thereafter, shall not count as lay time, even if used.

vii) Purchaser shall be free to unload coal even on exempted period which will not be counted as lay time. The laytime shall cease upon completion of unloading. Once on demurrage always on demurrage.

viii) The Master of vessel shall be obliged to make available to the Purchaser free of cost in case of Kamsarmax/Panamax/Ultramax/supramax vessels and accessories in all the available hatches always in perfect working condition. The master of vessel shall also provide sufficient steam and power to drive them day and night and sufficient electric light even during the exempted period as mentioned hereinabove.

ix) Seller shall airmail/e-mail to Purchaser sufficiently in advance the copies of the Charter Party Agreement clearly showing the vessel specifications

x) Purchaser shall forward to the seller immediately from the date of completion of discharge of coal the following:

a) Copy of Notice of Readiness served by Master of the vessel to discharge coal duly accepted by Purchaser/his agents.

b) Statement of facts fully signed by Master/Agent of vessel and Purchaser/his representative.

xi) TANGEDCO shall not hold any responsibility for pre-berthing delays. All pre-berthing delays shall be on account of Seller.

xii) Despatch/Demurrage will be calculated only for discharge port based on the lay time and exceptions as mentioned above

## **18. LIQUIDATED DAMAGES:**

- (a) The monthly delivery schedule to be specified in the LOA/Purchase order or subsequent modifications, if any, should be guaranteed by the Seller.
- (b) If the Seller fails to deliver the materials within the time specified in the contract, or any extension/ modifications thereof and for the undelivered materials, if any, the purchaser shall recover from the Seller as liquidated damages, a sum of half a percent (0.5%) of the all inclusive price of the END to END contract price supplied with delay for each completed week of delay provided that the total liquidated damages shall not exceed ten percent (10%) of the contract price.
- (c) The defaulting Seller is liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price and all associated additional expenditures, if TANGEDCO orders the delayed quantity to be supplied by other agencies at a higher price. This is without prejudice to other rights available to TANGEDCO under this contract.
- (d) TANGEDCO is at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the contract or as per extensions/modifications, if any, without prejudice to its rights to claim liquidated damages for the belated supplies and outstanding quantity of coal to be supplied as on the date of cancellation.
- (e) The bids of the tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- (f) The Liquidated damages shall be recovered from the 95% payment to be made for each consignment to the seller and the applicable GST and other taxes, if any, imposed either by State Government or Central Government shall be recovered for liquidated damages and other recoveries.

19. **Security Deposit:** 5% of the contract value in the form of irrevocable Bank Guarantee inclusive of EMD amount paid, from any of the Nationalized/ Scheduled/Foreign Banks with branches in India to the beneficiary TANGEDCO, within 15 days from the date of awarding contract, failing which **order will be cancelled. The belated submission of security deposit shall not be accepted.** Security Deposit will be released 6 months after completion of the contract.

**20. FORCE MAJEURE :**

If at any time during the continuance of this contract, the performance in whole or in part of 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, floods, explosions, pandemic, epidemics, quarantine restrictions or other acts of God, Acts of Government in the country of origin (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality shall be given by the Seller to the purchaser within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this 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 Seller or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the purchaser may, at its option, terminate this contract by notice in writing. The Seller shall notify the purchaser promptly (and in any case within 5 days) upon the cessation of the Force Majeure event.

**21. RISK PURCHASE :**

In the event of Purchaser terminating the contract due to non-performance by the seller as per the terms of this contract in whole or in part, purchaser may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the Seller shall be liable to the Purchaser for all excess costs for similar supplies. However, in case of part termination of contract by the Purchaser, the Seller shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

**22. JURISDICTION FOR LEGAL PROCEEDINGS**

The contract shall be considered as having come into force from the date of issue of Letter of Acceptance (LOA)/Draft P.O.

No suit or any proceeding in regard to any matter arising out 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 or the High Court at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or

proceeding within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the Courts in Chennai, then it is agreed between parties that such suits 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 action might arise within the jurisdiction of such court. The Tamil Nadu Transparency in Tender Act.1998 and Tamil Nadu Transparency in Tender Rules 2000 are applicable for the contract.

**SCHEDULE – A ( ON THE BIDDER’S LETTER HEAD)**  
**LETTER OF ACCEPTANCE FOR TERMS & CONDITIONS**

**COAL- 108 DT.13. 04.2022 (TENDER FOR MOVEMENT OF COAL)**

M/S:.....

I / we hereby tender for the services to M/s. TANGEDCO Ltd, Chennai, as specified in the ANNEXURE-B at the rates specified in the e-Price Bid and in accordance with the conditions of this Tender. The rates quoted will be firm for a period of 2 MONTHS from the date of award of the contract and for the extended period, if any.

1. Tender Description

Coal- 108/13.04.2022: E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAL, LAKHANPUR UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER “TWO PART OPEN TENDER SYSTEM”

2. Security Deposit

: 5% of contract value .

The EMD amount of Rs.80,00,000/-

will form part of Security Deposit for the successful bidder. The successful bidder shall submit Security Deposit in the form of irrevocable Bank Guarantee

from any of the Nationalized/

Scheduled/Foreign Banks with branches in India to the beneficiary

**TANGEDCO, within 15 days from the date of  
awarding contract.**

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

SIGNATURE OF TENDERER  
WITH SEAL

Place & Date:



**SCHEDULE – B**  
**CERTIFICATE OF INPUT TAX CREDIT BENEFIT**  
**Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than**  
**Rs.100/-**

To  
The Chief Engineer (concerned), TANGEDCO.

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

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

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

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

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

Signature of Bidder  
Company Seal.

Note:

Bidder may strike out the para not applicable

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

### **SCHEDULE – C**

SCHEDULE OF EXPERIENCE (THIS DOCUMENT IS FOR BQR CONDITION 6 A)

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

Sl No.	Financial year	Quantity of coal transported from mines by Road or Rail on account of any of the power utilities / PSUs in India
1	2019-20	
2	2020-21	
3	2021-22	

SIGNATURE :  
DESIGNATION:  
COMPANY :  
COMPANY SEAL:

PLACE :  
DATE:

**SCHEDULE – D**

**UNDERTAKING FOR END TO END CONTRACT**

**On the letter head of the Bidder  
(this document is for BQR 6G of Section I)**

Date:

To  
Chief Engineer/Mech/Coal  
M/S. TANGEDCO Ltd.,  
144, Anna Salai,  
2<sup>ND</sup> Floor,  
Chennai – 600 002.

This is to certify that M/s.\_\_\_\_\_ holds the sole responsibility in moving the allocated quantity of coal from MCL mines to the destined discharge port by means of transportation and handling of coal by Road, Rail and Sea (end to end contract).

Thanking you,

Place:  
Date:

Yours faithfully,  
For  
(Sd. ....)  
(Name)  
(Designation)  
Seal of the Company

## SCHEDULE – E

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

Bid Event to be held:

E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"

### TANGEDCO TENDER SPECIFICATION NO. COAL- 108 DT. 13.04.2022

Name of the Organization: \_\_\_\_\_

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

1. We will not divulge either our bids or those of other bidders to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of NIC's portal, bid process, bid technology, bid documentation and bid details.
3. We agree that all times mentioned for the e-Tender event are as per NIC Server Time base on IST.
4. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TANGEDCO/NIC.
5. Based on the competitive quotes received, TANGEDCO's decision will be final and binding on us.
6. Our participation in a bid event is by invitation from TANGEDCO
7. TANGEDCO is not obliged to place the contract if the expected price of the event is not met. TANGEDCO will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
8. Bids once finally submitted cannot be withdrawn or modified under any circumstances.
9. TANGEDCO can decide to extend, reschedule or cancel the E-Tender.
10. Bids cannot be altered after submission.
11. We shall indemnify and hold TANGEDCO/NIC, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal

injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

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

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

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

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

Organization

Name

Designation

Signature & stamp /seal

Date & Place

## **SCHEDULE – F**

### **E-TENDER FORM**

To

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

Dear Sir,

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

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY :

## SCHEDULE G

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

DEED OF GUARANTEE made on

this.....

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

WHEREAS in accordance with Invitation for Bids under the Tender Document No Coal- 108 dated 13.04.2022 M/s..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said tender Coal-108 dated 13.04.2022 FOR E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"

AND WHEREAS in accordance with the terms of the Tender Document No. Coal- 108 dated 13.04.2022, the bidder has to pay a sum of Rs.....(Rupees ..... Only) as Earnest Money Deposit from a Nationalised/scheduled/reputed foreign banks with branches in India.

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

AND WHEREAS the Bank has at the request of the bidder agreed to guarantee the payment of the said sum to TANGEDCO in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No. Coal- 108 dated 13.04.2022.

NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of TANGEDCO having agreed to accept the Bank Guarantee from a Nationalised/scheduled/reputed foreign banks with branches in India. towards Earnest Money Deposit for a sum equivalent to Rs..... (Rupees ..... Only) the Bank do hereby guarantee that if the bidder fails to fulfill the conditions of the Tender Document or in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No. Coal - 108 dated 13.04.2022, the Bank shall pay forthwith merely on demand without any demur to TANGEDCO, the amount guaranteed under this deed.

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

The Bank further undertakes to indemnify TANGEDCO against any loss or damage that may be caused or suffered by TANGEDCO by reason of any breach of the terms and conditions in the said Tender Document No. Coal - 108 dated 13.04.2022. This Bank Guarantee is valid till .....

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

IN WITNESS WHEREOF THIRU

.....

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

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

IN THE PRESENCE OF WITNESSES.

1.  
(NAME IN CAPITAL WITH ADDRESS)

2.  
(NAME IN CAPITAL WITH ADDRESS)

(Designation office address or Residential Address  
of the witnesses)



**ANNEXURE –A**  
**PRICE BID (NOT FOR SUBMISSION)**  
**SERVICE FOR MOVEMENT OF COAL.**

Tender Inviting Authority : Office of Chief Engineer/Mechanical/Coal

Name of Work : For the Movement of coal from MCL Mines to Ennore/Karaikal port (through any siding /any port)

Contract No:

Name of the Bidder/Bidding Firm/ Company : (The Bidder should enter the name of the Railway siding and Load port chosen along with the Name of the Company)

**Bidders can find BoQ bid sheet in the NIC portal.**

**PRICE SCHEDULE**

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

SL No	ITEM DESCRIPTION	ITEM CODE	BASIC RATE in FIGURES Rs. P	GST in %	GST AMOUNT in Rs. P	TOTAL AMOUNT WITH TAXES RS. P	TOTAL AMOUNT IN WORDS
1	Movement of coal from Mines to Railway/good shed siding (Chosen by the bidder) through truck by Road	Item 1					
2	Railway Freight charges from Railway/good shed siding to any port (Chosen by the bidder) Rs. MT	Item 2					
3	Sampling Charges (Siding/Load port Rs. MT	Item 3					
4	All inclusive Handling Charges at Load port namely plot charges, stevedoring, wharfage, loading unloading service charges, cargo related port charges (At the Port Chosen by the bidder) Rs. MT	Item 4					
5	Ocean freight Charges including vessel related charges (Load port) Rs. MT (Discharge port disbursements- TANGEDCOs scope but limited to coastal tariff)	Item 5					
6	Insurance	Item 6					
Total in Figures							
Quoted Rate in Words							

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

## **ANNEXURE – B**

### **SCOPE OF WORK**

**Name of work: E-TENDER FOR MOVEMENT OF 2.6LT +/- 10% COAL FROM MCL MINES NAMELY HINGULA, ANANTA, GARJANBAHAL, LAKHANPUR AND KULDA UNDER RCR MODE IN COORDINATION WITH COAL COMPANIES, RAILWAYS AND PORT AUTHORITIES FOR SUPERVISION OF COAL LOADING AT MINES, TRANSPORTATION OF COAL BY ROAD TO NEARBY RAILWAY/GOOD SHED SIDINGS, STACKING AT RAILWAY/GOOD SHED SIDINGS, TRANSPORTATION, STACKING AND HANDLING OF COAL AT THE NEARBY PORT, LOADING OF COAL INTO THE VESSEL AND FURTHER MOVEMENT OF COAL FROM PORT TO KAMAJARAR PORT, ENNORE/KARAIKAL PORT AS PER THE DELIVERY SCHEDULE BY SEA ROUTE UNDER "TWO PART OPEN TENDER SYSTEM"**

**Period of work:** As per Delivery Schedule

#### **Quantity of coal to be moved**

HINGULA	: 50,000 TE
ANANTA	: 50,000 TE
GARJANBAHAL	:85,000 TE
LAKHANPUR	:50,000 TE
KULDA	:25,000 TE
<b>TOTAL</b>	<b>: 2,60,000,TE</b>

The Scope of Work includes END to END contract for movement of coal from MCL mines mentioned above to discharge port Ennore/Karaikal port which includes co-ordination with MCL to supply coal, transportation of coal from Mines to identified nearby railway sidings by Road including sampling, loading and unloading, booking of railway siding, facilitating signing of agreements between TANGEDCO and the concerned party for co-user/Railway goods sidings bookings etc, co-ordination with railways for sanction of rail programme, allotment of rakes, placement of rakes at siding, loading of coal into railway wagons for onward transportation of coal to Load port, movement of rakes, supervising the loading operations at siding, booking and receipt of RRs, generation and submission of e-way bills etc, unloading of coal, intra-port transportation, storage at Load port, chartering of vessels and loading into ships/vessels and shipped to discharge ports Ennore/Karaikal any other activities as may be required to fulfil the scope as defined in scope of work. The bidder is free to choose any

feasible route to reach the destined discharge ports. The bidder can choose any of the near by good shed/railway siding, any load port so as to reach the destination(Ennore/Karaikal ports). The details shall be as under:

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

- a) Intimate TANGEDCO regarding necessary payments of coal value before sufficient time for the coal scheduled in RCR quota at various mines.
- b) Co-ordination with the bankers of coal companies for acknowledgement of receipt coal value paid by TANGEDCO.
- c) Intimate TANGEDCO regarding necessary documents to be submitted well in advance for release of RDOs. Collection of required documents from TANGEDCO and submit the same at coal companies before sufficient time.
- d) Liaisoning with concerned authorities of Coal companies for issue of RDO, co-ordination with Mine personnel and DDM of concerned area for required clearance for coal allocation, issue of lifting certificate, release of coal for loading etc. within the stipulated time period.
- e) All statutory payments at DD mines offices or at Railway offices for the subject work is to be paid by the party.

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

- a) The party has to identify an appropriate railway siding near coal mines of the coal company from which RDO is issued. All costs related to usage of railway siding, like loading of coal at coal mines, unloading of coal from trucks/tippers, stacking at appropriate place, deployment of pay loaders for loading into rakes and necessary supervision etc. including siding charges and watch and ward charges etc. shall be to Party's account.
- b) It also includes facilitating signing of agreements between TANGEDCO and the concerned party for co-user/ PFT/Railway goods sidings bookings etc.
- c) The party shall load the coal into the wagons on train load basis and take care of the incidents to prevent overloading or under loading, to minimize the extra freight charges. Party shall try and get suitable rakes which are in good condition. Any extra charges raised by railway due to excess stacking at sidings, overloading or under loading of rakes shall be payable by the party to TANGEDCO.

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

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

- a) The party shall co-ordinate with Railways / appropriate authority for sanction of Railway program from office of Executive Director of Railway movement. The party shall assist in submitting the Railway programme as per the lifting pattern and onward submission of the same.

- b) The party has to assist TANGEDCO in reconciliation with Coal companies for the advance paid and invoices raised for the coal value by Coal Companies related to the supplies under the contract.
- c) The party has to comply with all the formalities, modalities & legal issues of COAL COMPANIES and other coal companies, Railways, state government and all applicable law of land from time to time and will indemnify TANGEDCO against any default what so ever.
- d) All statutory payments at DD Mines offices or at Railway offices towards operation of the subject work is to be paid by the party.

**4. Transportation charges from coal mines to railway siding in trucks/tippers:**

- a) After issuance of Delivery order, the party shall take delivery of coal of size <100 mm only at the designated mine of appropriate quality on behalf of TANGEDCO, and assure lifting rate as required to ensure complete lifting within the delivery period.
- b) It includes liasoning with transport agencies for timely placement of Trucks or Tippers to transport the coal from mines to siding.
- c) The party has to arrange the transportation of coal (which is lifted from mines) by road from mines to be unloaded at the agreed Railway siding of the concerned party for which co-user/PFT/Railway goods sidings bookings etc agreement is signed with TANGEDCO and stacking the same at Railway siding without being mixed with any foreign material/impurities or any other coal so as to maintain the quality.
- d) The party has to arrange at its own cost the resources like equipment required for lifting of coal from designated stock as indicated and directed by authorities of coal companies, trucks/tippers for transportation of coal from Mines to Railway siding.
- e) The party on behalf of TANGEDCO shall validate/sign the weighment sheet as well as daily LR summary statement issued by coal companies . Party shall collect the delivery challan and arrange to send on daily basis in soft copies by mail and submit the original for the week's lifting at the earliest.
- f) The party will ensure that copy of invoice (tipper wise/daily wise as per the prevalent practice) lifted against the release order is available on the earliest working day and also arrange to provide the excel summary of invoice for daily lifting. The summary should be reconciled prior to sending to TANGEDCO on daily basis. In case of any mismatch between the actual lifting and invoicing or in

any other issues, party has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured timely.

## **5. Facilitating collection of samples of despatches by Road**

- 5.1. Sample shall be collected colliery wise /truck wise on daily basis during a day
- 5.2. The first truck for Joint sampling on a shall be selected randomly from the first eight trucks placed for loading by the purchaser. Every eighth ( 8<sup>th</sup> ) truck thereafter shall be subjected to joint sampling.
- 5.3. The spot at the top of the truck, will be leveled and at least 25cm of coal surface shall be removed/scrapped from the top and the place will be leveled for an area of 50cm by 50cm for collection of sample.
- 5.4. About 30Kg of sample shall be collected from each truck by drawing 6 increments of apprx. 5 Kg each with the help of shovel/scoop
- 5.5. All the samples collected from every eighth truck shall be mixed together grade wise to form a gross sample.
- 5.6. At the time of taking samples by CIMFR, Photograph should be taken along with the truck Reg.No. and quantity for which the sample has been collected by CIMFR and has to be sent to TANGEDCO by email every day. The bidder should make necessary arrangements and coordinate with CIMFR so that the samples are collected without any delay.
- 5.7 Any stone/shale of size shall be removed/discarded. If any stone/shale detected at disport, the same will be segregated and quantified by the port authorities and penalty of the coal cost for the quantity of stone/shale received at Discharge Port shall be levied to the bidder.

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

1. The activities related to sampling & testing of coal supplied through road cum rail mode at various mines are to be supervised at all times to ensure that the same are carried out as required.
2. The party will be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points.
3. The party will also be responsible for coordination with CIMFR Agency and ensure sampling for the trucks as per the FSA/Tripartite Agreement of the coal lifted against the delivery orders at their respective sampling points.
4. Coal sampling at mine end during loading in tippers/dumpers and during coal unloading at Discharge port shall be done by a reputed third party agency. Agency has to coordinate in collection of samples by the Third Party agency.

Appointment and payment to the sampling party and testing charges at mine end and at discharge port end shall be done by TANGEDCO. Coal sampling at railway siding /Load port shall be done by a reputed third party NABL accredited agencies as per reputed standards and will be of the contractors Scope. Payment to the sampling party and testing charges at Siding/Load port shall be done by Contractor.

5. The party will be responsible for coordination with CIMFR and MCL for arrangements of sampling procedure at mine end.
6. The quality of coal as analyzed at loading end (mine) must be received at unloading end (discharge port).
7. Coal sampling at mine end during loading in tippers/dumpers and during coal unloading at Discharge port shall be done by a reputed third party agency. Bidder has to coordinate in collection of samples by the sampling agent.
8. Regarding the process and the time taken for coal sampling, the contractor or any of his personnel shall not have any objection and shall fully cooperate with the sampling agency.
9. Agency has to depute their person, duly authorized by TANGEDCO, to witness coal sampling at MCL mine end and while unloading at discharge port. TANGEDCO part sample at the mine end may be collected and dispatched to TANGEDCO within 5 days of collection, for analysis at TANGEDCO laboratory.

#### **7. INSPECTION BY TANGEDCO:**

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

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

The contractor shall furnish particulars with regard to position of ships at the port daily through Computer Net work /over phone to the Chief Engineer/Mechanical/Coal & Superintending Engineer/Mechanical /Coal at Chennai, with copies to the Superintending Engineer/ North chennai, TPS, for monitoring the unloading of coal.

#### **8. QUALITY RECONCILIATION:**

Grade reconciliation shall be done on Overall basis (executed quantity) based on difference in Coal grade (between Grade corresponding to weighted average GCV at

mine end and weighted average GCV as received at discharge port under this contract). In case there is difference in Coal grade, the differential amount (difference of MCL notified rate for TANGEDCO prevailing for each truck/rake against respective grades plus taxes) will be determined and shall be deducted from the respective payment to the contractor.

The agency may appoint a third party sampling agency if moved by rail/or directly by sea in order to take samples at Loading end as per reputed standards adopted nation wide and furnish the reports to TANGEDCO. Similarly the agency has to appoint a third party sampling agent to do sampling analysis at Load port.

However, no additional payment shall be made to contractor, if received grade at load port is higher than lifted grade at mine end.

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

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

## **9. QUANTITY RECONCILIATION:**

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

## **10. Other responsibilities of the party**

- a) The party has to provide sufficient manpower, for monitoring coal quality & dispatches from mines to sidings in trucks and loading in to railway rakes
- b) The party has to depute a team of members at truck loading point to ensure lifting of good quality and proper size of coal.
- c) Other incidental activities to complete the scope of work shall be done by the party without any additional service charges



- d) Transshipment of coal is not permitted except at railway siding from truck/tippers to rail rakes/siding and will be treated as a material breach of contract.
- e) Any other activity not envisaged, or which comes up during the tenure of the contract which is required to be discharged in fulfilment of obligation as above is deemed to be included in the scope of the party unless the same has substantial/material cost implication.
- f) Supervision: The Party shall engage adequate personnel to coordinate with railways for timely placement of rakes and ensure to complete the job in stipulated time. To avoid penalty by railway and to ensure full wagon load, party is to confirm the wagons numbers which are beyond repair and get a certificate from Railway authorities to book on train load.
- g) Safety arrangements: The party has to take all necessary safety precautions applicable at sidings. In no case TANGEDCO can be held responsible for safety of party's workmen.
- h) The party must ensure that the Road delivery orders issued by coal companies does not lapse and adequate trucks/tippers are engaged to lift the coal as per D.O within the expiry date. However due to any exigencies which is not attributable to the party a part of the D.O quantity could not be lifted, then no penalty shall be levied on the party. The party must submit relevant documents to substantiate the exigencies.
- i) Bidder should coordinate / facilitate for any inspection by TANGEDCO at the site and should coordinate with the representing of TANGEDCO deputed at site for ensuring Quality of coal to be delivered.

## **11. DELIVERY / SHIPMENT PROGRAMME:**

The delivery period shall commence from May 2022 and are to be completed by June 2022 for supplies to Kamarajar Port, Ennore/ Karaikal Port unless there is any extension issued by TANGEDCO. Bidder shall arrange loading of the coal in suitable vessels such that the delivery schedule for 2.6 Lakh Tonnes of coal at Kamarajar Port, Ennore / Karaikal Port. The purchaser reserves the right to change the port of call without altering the total ordered quantity. The details of port of call shall be intimated in the LOA/Purchase Order based on the necessity of coal and a sufficient time for vessel planning shall be provided.

TANGEDCO only shall have the option of exercising the additional quantity on the need basis, then the total quantity shall not exceed 125 % of the Purchase order quantity (PO Qty + Additional Qty = 125% of PO Qty).

The monthly delivery schedule mentioned above or subsequent modifications issued, if any, has to be strictly complied with. Any delay in completion of discharge of consignments beyond the end of each month specified in the monthly delivery schedule or modified delivery schedule issued subsequently, will attract Liquidated Damages as mentioned in clause no: 18 of Section III.

The seller shall send facsimile/e-mail advice to the purchaser on programme of each shipment well in advance

Time stipulated in the delivery/shipment programme or subsequent modifications issued, shall be the essence of the contract. The delivery /shipments are to be commenced and completed within the delivery schedule specified or modified delivery schedule.

The consignments should be delivered within the monthly delivery schedule or subsequent modifications, but sufficient gap of atleast 10 days should be maintained between consecutive consignments at each port or at mutually agreed time.

## **12. METHOD OF SHIPMENT:**

The Purchaser guarantees unloading of the coal at Discharge Port as indicated below:

### **RATE OF DISCHARGE (KAMARAJAR PORT (ENNORE)/Karaikal Port):**

Vessels in gearless condition:

Through Shore Cranes : 25000 Metric Tonnes per weather  
working day.

Purchaser shall intimate seller by e-mail, the name and address of the party on whom Notice of readiness shall be served by Master of the vessel at destination port.

Seller shall be free to fix charter/liner Vessels excluding over aged / unclassified vessels. The vessel should be preferably below 25 years of age.

The vessel should be Kamsarmax/Panamax/Ultramax/supramax in gearless condition. and they should be capable of discharging coal using the shore cranes at Kamarajar port (Ennore)/Karaikal. Checking the maximum permissible draft and technical suitability of vessels at load port and discharge port is the sole responsibility of the contractor.

Seller shall immediately on fixing the vessel, intimate the following to the Purchaser by e-mail. Name of Vessel, length over-all (LOA), Extreme Beam width, Flag, Year of Built, Maximum Load capacity, Number of Hatches etc.

The seller shall complete nomination of suitable vessels for delivery of all the consignments pertaining to each month, atleast 15 days before the planned arrival of the vessel.

(i) Seller shall, on completion of loading of the coal, intimate the purchaser immediately by e-mail; Name of the vessel, description, exact quantity, value, Bill of lading No. and date.

(ii) Seller shall also airmail/courier/email Four non-negotiable copies of bill of lading, copy of invoice, certificate of provisional weight, certificate of sampling and analysis at Load Port to purchaser within 2 working days from the date of bill of lading. The vessel will not be allowed to berth at the discharge port till the copies of the above certificates are received by the purchaser.

When the vessel arrives at the berth at destination port and ready in all respects for unloading the coal, the notice of readiness to discharge coal shall be served on the purchaser/ purchaser's representatives by the Master of the vessel/vessel's agents.

(ii) It is the responsibility of the seller to ensure the suitability of the ship to berth in the Kamarajar port/Karaikal Port and if any delay is caused due to technical snags, it will be to the account of the Seller. In case the vessel is found to be unsuitable for discharge operation after arriving at the Discharge Ports, all expenses incurred shall be to the seller's account.

f) i) Lay time shall commence at 1 P.M. on the same day if Notice of Readiness is served by the Master of vessel and accepted by Purchaser/Purchaser's agent before 12.00 noon and at 6 A.M. on the next working day, if Notice of Readiness is served after 12.00 noon.

ii) Lay time shall be reckoned up to completion of discharge excluding stoppages mentioned in forthcoming clauses that are not to be counted for lay time.

Stoppage of work due to breakdown of machinery or power in the ship, stoppage due to agitation of crew of ship and stoppage at the instance of Owner/Master of the vessel will not count for calculation of lay time.

iv) In case the discharge is stopped due to rolling, bad weather, fire, natural calamities, acts of God etc. such stoppages will not count for Lay time. The delay and stoppages are to be recorded in the statement of facts.

The stoppages due to conveyor breakdowns for reasons such as belt related repairs and adjustments, skirt rubber adjustments, removal of damaged

return and carrying idler, discharge chute patch up works, chute welding, dusty, wet nature of cargo attributable to the seller etc., affecting the discharge of coal will not be counted for lay time.

vi) The Purchaser shall guarantee unloading of the coal as specified on the basis of weather working day, inclusive of Saturdays, Sundays and port/charter party holidays.

Saturday and Sunday, if not port/charter party holiday, shall count as lay time if the Vessel actually discharges coal during that period.

b. Time between 10 P.M. on the last working day preceding Port/Charter party holiday and 8 A.M. on the first working day thereafter, shall not count as lay time, even if used.

vii) Purchaser shall be free to unload coal even on exempted period which will not be counted as lay time. The laytime shall cease upon completion of unloading. Once on demurrage always on demurrage.

viii) The Master of vessel shall be obliged to make available to the Purchaser free of cost in case of Kamsarmax/Panamax/Ultramax/supramax vessels and accessories in all the available hatches always in perfect working condition. The master of vessel shall also provide sufficient steam and power to drive them day and night and sufficient electric light even during the exempted period as mentioned hereinabove.

ix) Seller shall airmail/e-mail to Purchaser sufficiently in advance the copies of the Charter Party Agreement clearly showing the vessel specifications

x) Purchaser shall forward to the seller immediately from the date of completion of discharge of coal the following:

a) Copy of Notice of Readiness served by Master of the vessel to discharge coal duly accepted by Purchaser/his agents.

b) Statement of facts fully signed by Master/Agent of vessel and Purchaser/his representative.

xi) TANGEDCO shall not hold any responsibility for pre-berthing delays. All pre-berthing delays shall be on account of Seller.

xii) Despatch/Demurrage will be calculated only for discharge port based on the lay time and exceptions as mentioned above

