

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

Website: www.tangedco.gov.in

TENDER NO: COAL(SHIP) - 109 DATED 23.04.2022

**E-TENDER FOR SERVICES AS CHARTERER'S AGENTS FOR AGENCY WORKS
AND FOR ENGAGING SURVEYORS AT PARADIP PORT FOR THE VESSELS
CHARTERED BY TANGEDCO FOR A PERIOD OF 18 MONTHS**

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	<u>INDEX</u>	
<u>Section</u>	<u>DESCRIPTION.</u>	<u>Page</u> <u>no.</u>
	FOREWORD .	
SECTION – I	INVITATION TO BID.	4
SECTION – II	GENERAL INSTRUCTION TO TENDERERS.	7
SECTION – III	AGENCY CONDITIONS	18
SCHEDULE A	LETTER OF ACCEPTANCE FOR TERMS & CONDITIONS	20
SCHEDULE B	CERTIFICATE FOR INPUT TAX BENEFIT	21
SCHEDULE C	DOCUMENT CHECK LIST	22
SCHEDULE D	AGENCY EXPERIENCE	23
SCHEDULE E	CERTIFICATE OF PERFORMANCE	24
SCHEDULE F	PROCESS COMPLIANCE STATEMENT	25
SCHEDULE G	E TENDER FORM	27
ANNEXURE A	PRICE SCHEDULE(NOT FOR SUBMISSION)	28
ANNEXURE B	SCOPE OF AGENCY SERVICE	29
ANNEXURE C	DRAFT AGENCY AGREEMENT	32

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

SPECIFICATION NO. COAL(SHIP) – 109, DT.23.04.2022

FOREWORD

1)	Name of the works	E-TENDER FOR SERVICES AS CHARTERER'S AGENTS FOR AGENCY WORKS AND FOR ENGAGING SURVEYORS AT PARADIP PORT FOR THE VESSELS CHARTERED BY TANGEDCO FOR 18 MONTHS.
2)	TYPE OF TENDER	TWO PART OPEN TENDER
3)	Date & Time of commencement of download of Tender Specification	1430 Hrs. on 28 APR 2022
4)	Date & Time of closing of download of Tender Specification	1430 Hrs on 16 MAY 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 https://tntenders.gov.in/nicgep/app	Submission : 1430 Hrs on 16 MAY 2022
		Opening : 1530 Hrs on 17 MAY 2022
7)	Earnest Money Deposit (EMD)	Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed before 3.00 hours of the techno-commercial bid submission date and time. EMD:

		<p>Rs. 50,000/- for Paradip port;</p> <p>To be remitted to Name of the Beneficiary: “TANGEDCO” Address:144, Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode:600 002</p> <p>Beneficiary Account No: 0911201003004</p> <p>Name of the Bank: Canara Bank, 800, Electricity Avenue, Mount Road, Anna Salai, Chennai-600002</p> <p>IFC code of Beneficiary branch:CNRB0000911</p> <p>MICR code of the bank branch: 600015024</p> <p>SWIFT CODE:CNRBINBBMFD</p>
8)	Soft copy of Tender Specification	<p>The tender specification can be downloaded from TANGEDCO website www.tangedco.gov.in , from Tamil Nadu Government Website i.e. www.tenders.tn.gov.in & from NIC website https://tntenders.gov.in/nicgep/app free of cost.</p>
9)	Tender will be opened	<p>Through the NIC portal https://tntenders.gov.in/nicgep/app</p>

SECTION – I
INVITATION TO BID

TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD.

E-TENDER FOR SERVICES AS CHARTERER’S AGENTS FOR AGENCY WORKS AND FOR ENGAGING SURVEYORS AT PARADIP PORT FOR THE VESSELS CHARTERED BY TANGEDCO FOR A PERIOD OF 18 MONTHS

1.0 INTRODUCTION :

TANGEDCO is using coal to generate electricity in its Thermal Power Stations in the State of Tamil Nadu. Coal is moved through sea route to the discharge ports at Ennore, Karaikal and Tuticorin. TANGEDCO has time chartered 4 Supramax geared vessels & 6 panamax gearless vessels for movement of coal in the following sectors:

Paradip-Karaikal

Vizag-Karaikal

Paradip-VOC port

Vizag-VOC port

Paradip-Ennore

Vizag-Ennore

Further, charterer reserves the right to discharge the coal from the vessels at the Coal Berth 1, Coal Berth 2 or Chettinad berth at Ennore, Coal Jetty II or at North Coal Berth 1 of VOC port.

1.1 This agency tender is for Paradip port. Vessel related port dues are paid to the agent based on assessment of vessel related charges (Proforma Invoice) furnished by the agent for onward payment to the port. Payments will be adjusted based on actual original invoice from the Paradip Port Trust.

Tenderer is to act as protecting Agents for chartered vessels of TANGEDCO calling at Paradip port for a period of 18 months.

2.0 SPECIFICATION NO: COAL(SHIP) – 109 Dt. 23.04.2022

3.0 BID DOCUMENTS:

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

4.0 EARNEST MONEY DEPOSIT:

Rs. 50,000/- (Rupees Fifty thousand only)

5.0 SCHEDULE FOR RECEIPT AND OPENING OF BIDS :

A	Date & Time of Commencement of Download of Tender Specification	1430 Hrs. on 28 April 2022
B	Date and Time of Closing of Download of Tender Specification	1430 Hrs on 16 MAY 2022
C	Due Date and Time for Submission of bids in the e-procurement platform at https://tntenders.gov.in/nicgep/app for the e-tenders:	Submission: 1430 Hrs on 16 MAY 2022 Opening : 1530 Hrs on 17 MAY 2022

6.0. BID QUALIFICATION REQUIREMENT (BQR):

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

- The Bidder should have valid Customs Certificate for acting as Agents for the respective Port.
- The Bidder should have valid license/letter issued by the respective Port Department, if applicable.
- The Bidder shall have minimum 2 years of effective experience in the agency services for having handled vessels at any Major Indian Ports (details to be filled up in SCHEDULE – D).
- Copy of evidences for having served as agents for shipping companies at any Major Indian Ports. Copy of Agreement and Certificate issued by the concerned authority (SCHEDULE – E) for having handled the contract satisfactorily shall be enclosed.

E. The average Annual Turnover of the Bidder shall be atleast **Rs.12,56,000/- (Rupees Twelve lakhs and Fifty six thousand only)** during the last three years i.e., 2018-19, 2019-20, 2020-21. The Bidder shall furnish the annual statement of accounts for the preceding three years 2018-19, 2019-20, 2020-21 or the annual Turnover certificate certified by the practicing Chartered Accountant for the above period.

F. Signed and stamped Tender document along with technical bid to be enclosed.

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

7.0 CONSORTIUM:

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

8.0 DOWNLOADING OF BID DOCUMENT:

Bid documents can also be downloaded from the Web site of TANGEDCO website www.tangedco.gov.in or from Tamil Nadu Government website 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 or from Tamil Nadu Government website 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.
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144, ANNA SALAI,
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Telephone:28522205, 28520010, 28520131 Extn:2393

SECTION II

GENERAL INSTRUCTIONS TO TENDERERS

Guidelines and instructions to tenderers for submission of tenders for

E-TENDER FOR SERVICES AS CHARTERER'S AGENTS FOR AGENCY WORKS AND FOR ENGAGING SURVEYORS AT PARADIP PORT FOR THE VESSELS CHARTERED BY TANGEDCO FOR A PERIOD OF 18 MONTHS

1.0 GENERAL INSTRUCTIONS:

The Tamil Nadu Generation & Distribution Corporation Limited is a Government of Tamil Nadu Undertaking (hereinafter called as TANGEDCO) is using thermal coal for the Thermal Power Stations for generation of electricity. TANGEDCO has started chartering vessels directly from August 2019 onwards, for coastal movement of coal.

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 agency services for the respective Ports.

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:

AGENCY SERVICES, ENGAGING SURVEYORS FOR PARADIP PORT FOR THE VESSELS CHARTERED BY TANGEDCO.

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

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

1.2 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.

1.3 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>

1.4 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 Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

1.5 **List of documents to be submitted electronically for the ports they qualify to participate, on or before 1430 Hrs on 16 MAY 2022:**

DOCUMENTS TO BE UPLOADED:

- I) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ Net Banking). Rs. 50,000/-
- II) Schedule – A: Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No.Coal(Ship)- 109 dated 23.04.2022. (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) Schedule – C Check List for documentary evidence for BQR conditions 6 A, B,C,D,E,F of Section I and other documents
- V) 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. Copy of valid Customs Certificate for acting as Agent in respective Port.(scanned copy of Original to be uploaded)
 - B. Copy of valid license/letter issued by the respective Port Department, **if applicable.** (scanned copy of Original to be uploaded in the e-portal, if applicable)
 - C. Evidence for having minimum 2 years of effective experience in the agency services for having handled vessels at any Major Indian ports, as per Schedule – D (Schedule D to be filled up, signed and uploaded in the e-portal).

- D. Copy of evidences for having served as agents for shipping companies at any Major Indian Ports. (1. Copy of Agreements, 2. Certificate of performance to be obtained from the shipping companies/end users in their letter head for having handled the contract satisfactorily, as per format in Schedule-E and uploaded in the e-portal).
- E. The Bidder shall furnish the annual statement of accounts for the preceding three years 2018-19, 2019-20, 2020-21 or the annual Turnover certificate certified by the practicing Chartered Accountant for the above period (scanned copy of Originals to be uploaded in the e-portal).
- F. 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 – F Process Compliance Statement (scanned original duly signed by the bidder to be uploaded)
- VIII) Schedule - G "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 shipping companies for the years (i.e. 2018-19, 2019-20, 2020-21).
- 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.

1.6 PRICE SCHEDULE (BoQ) TO BE SUBMITTED ONLINE ONLY.

1.7 Each attachment shall not exceed 50 MB in size.

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

1.9 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.6 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. 50,000/- for Paradip port** shall be uploaded along with the tender documents.

3.2 The EMD offered shall be paid through RTGS/NEFT/Net banking only. 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

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)/Service Contract and /or fails to furnish the security deposit for contract performance Guarantee as specified in the tender documents within 30 days from the date of letter of Acceptance (LoA)/Service 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 Service 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 “TWO PART” E-TENDER SYSTEM

4.1 The bidding process will be conducted in two parts.

4.1 TECHNO-COMMERCIAL STAGE:

Tenderers must submit their Techno-commercial and Price bids in E-procurement portal of NATIONAL INFORMATICS CENTER (NIC) (viz <https://tntenders.gov.in/nicgep/app>) on or before 1430 Hrs on 16.05.2022. Techno-commercial Bid shall consist of specified documents and formats as stipulated in clause no.1.5 of Section II. Techno-commercial bid should contain the Qualifying data, Techno Commercial terms & conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements as mentioned **in clause No.6 A to F of Section I** of the tender specification Coal(Ship) -109 dated 23.04.2022 should be attached as scanned copies of Originals in the e-portal. Initially the Techno-Commercial Bids will be scrutinized and only those who qualify in the EMD and Techno-commercial Bids, satisfying the BQR conditions and all the tender conditions, will only be considered for opening of price bids.

Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for opening of price bids. The tenderers, on their own interest, should ensure that all the documents required are furnished electronically wherever applicable. Tenders received without the relevant documents would summarily be rejected.

4.2 PRICE BID STAGE:

At the price bid stage, TANGEDCO would adopt the following procedure to

evaluate the tender.

TANGEDCO will open the Price Bids in the e-procurement portal of the technocommercially eligible bidders after due intimation to the eligible bidders.

4.3 AGENCY CHARGES:

- i) The agency charges should be quoted in INR for the various recurring services in the e-portal as per the Price Schedule (BOQ) enabled in the e-portal. The details in the Bid sheet will be as found in Annexure – (A) of this tender specification, which is for sample only and should not be filled up & uploaded in the e-tender. Price schedule to be quoted online only.
- ii) The taxes, duties and levies like GST, as applicable, if any, should be quoted separately with the percentage of such taxes, duties and levies online at the time of submission of the e-bid.

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:

Sum of the Rates (inclusive of taxes) quoted for Sl.Nos 1 to 14 Recurring expenses as shown in Annexure – A will be taken in to account for Evaluation to find out L1 tenderer.

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.

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 clearly indicating **"PREBID QUERY-TENDER SPECIFICATION NO.COAL(SHIP)- 109 DT.23.04.2022"** 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 - G "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 – F) 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 to F) 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.

SECTION III AGENCY CONDITIONS

1.0. SCOPE OF SERVICE

The scope of service is described in ANNEXURE-B. Tentative period of service shall be for 18 months. The draft Agency agreement is attached in ANNEXURE – C. 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 Agency 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 18 months.

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 **Payment Terms:** Payment shall be made in stages as follows:

Agency and other charges shall be claimed separately as per the rates finalised in this tender for the relevant services rendered, on monthly basis.

10.0 The Agency agreement should be executed immediately after awarding the contract.

11.0 **LIQUIDITY DAMAGES:**

If there is any act of omission or commission or lapse on the part of the AGENT with regard to the performance of their duties enumerated above or that may be assigned from time to time and if as a consequence thereon TANGEDCO suffers any monetary loss either directly or indirectly, the same will be recovered with GST applicable for it, before releasing payments against invoices on monthly basis.

If the AGENT commits, for the second time, any such act of omission or commission or lapse, TANGEDCO shall be at liberty but not bound to issue notice of termination. The agreement shall stand terminated on the expiry of 15 days from the date of issue of such notice. Such termination shall not, however, release or discharge the AGENT from the liability of payment of compensation.

12.0 **Security Deposit:** 5% of the contract value per port inclusive of EMD paid, in the form of RTGS, NET banking/NEFT or Demand Draft/Banker's cheque from any of the Nationalized/ Scheduled/Foreign Banks with branches in India drawn in favour of "TANGEDCO Collection Account" payable at Chennai, within **30** days from the date of awarding contract, failing which **order will be cancelled. The belated payment of security deposit shall not be accepted.** Security Deposit will be released 6 months after completion of service period.

13.0 **JURISDICTION OF CONTRACT:**

The High Court of Chennai (Madras) shall have exclusive Jurisdiction in all matters arising out of this contract. 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
FOR THE TENDER FOR AGENCY SERVICES & ARRANGEMENT OF
SURVEYORS FOR CHARTERED VESSELS OF TANGEDCO

M/S:....., for Paradip Port.

I / we hereby tender for agency services to M/s. TANGEDCO Ltd, Chennai, for the services 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 18 MONTHS from the date of award of this contract and for the extended period, if any.

1. Tender Description Coal(Ship) – 109/ 23.04.2022: Tender for services as charterer’s agents for agency works, for engaging surveyors at Paradip port for the vessels chartered by TANGEDCO for 18 months.

2. Security Deposit : 5% of contract value .

The EMD amount Rs.50,000/- for Paradip port will form part of Security Deposit for the successful bidder.

The successful bidder shall pay the balance Security Deposit by RTGS/Net Banking/NEFT

in the form of Demand

Draft/Banker’s cheque from any of the Nationalized/

Scheduled/Foreign Banks with branches in India drawn

in favour of “TANGEDCO Collection Account”

payable at Chennai, **within 30 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 agency 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

SCHEDULE – C
CHECK LIST DOCUMENTS TO BE UPLOADED FOR AGENCY SERVICE
FOR HANDLING CHARTERED VESSELS OF TANGEDCO

NAME OF THE PORT : PARADIP PORT

SL.NO	DESCRIPTION	CHECK
1	EMD PARTICULARS	YES/NO
2	VALID LICENSE FROM CUSTOMS AND PERIOD OF LICENSE	YES/NO
3	VALID LICENSE/LETTER FROM PORT, IF APPLICABLE	YES/NO
4	EXPERIENCE IN AGENCY SERVICE AT MAJOR PORTS (SCHEDULE - D)	YES/NO
5	COPY OF AGREEMENTS	
6	CERTIFICATE OF PERFORMANCE (SCHEDULE –E)	YES/NO
7	ANNUAL TURN OVER	YES/NO
8	AGENCY PROFILE	YES/NO
9	SIGNED AND STAMPED TENDER DOCUMENT.	YES/NO
10	PROCESS COMPLIANCE STATEMENT FOR E-TENDER (SCHEDULE F)	YES/NO
11	E-TENDER FORM (SCHEDULE G)	YES/NO
12	VALIDITY OF OFFER	YES/NO
13	LETTER OF ACCEPTING TERMS & CONDITIONS OF THE TENDER.(SCHEDULE-A)	YES/NO
14	CERTIFICATE FOR INPUT TAX CREDIT BENEFIT (SCHEDULE B)	YES/NO
15	The ST/GST and Income Tax TDS paid evidence and returns should be submitted for the three years 2018-19,2019-20, 2020-21.	YES/NO
16	ANY OTHER ADDITIONAL DOCUMENTS IN SUPPORT OF EXPERIENCE	YES/NO

DATE:

SIGNATURE OF TENDERER & OFFICE SEAL

SCHEDULE – D

SCHEDULE OF AGENT'S EXPERIENCE IN THE PORTS

Tenderers shall list below their experience:

SI No.	Name of the Ports	No. of years of experience as Agents	Period of Experience from DD/MM/YY to DD/MM/YY	Name of the Shipping company

COMPANY SEAL:

SIGNATURE :
DESIGNATION:
COMPANY :

PLACE :
DATE:

SCHEDULE - E

TO BE TYPED AND SUBMITTED ON THE LETTER HEAD OF SHIPPING COMPANIES

CERTIFICATE OF PERFORMANCE FROM SHIPPING COMPANIES

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT M/s. _____ (NAME OF THE BIDDER), HAVE SERVED AS OWNER'S/CHARTERER'S AGENTS FOR US AT THE PORTS MENTIONED BELOW, AS PER DETAILS GIVEN BELOW:

NAME OF THE PORT	PERIOD OF AGREEMENT from DD/MM/YY to DD/MM/YY	Name of the Shipping Company

//

M/s _____ (NAME OF THE BIDDER) has successfully executed the contract and the performance of M/s _____ (NAME OF THE BIDDER) is found satisfactory.

This certificate is issued at the request of M/s _____ (NAME OF THE BIDDER) for the purpose of TANGEDCO's tender.

(SIGNATURE OF AUTHORIZED
PERSON WITH FULL ADDRESS)

Place:
Date:

SCHEDULE – F

PROCESS COMPLIANCE STATEMENT (on Company's letterhead)

Bid Event to be held:

Tender for services as charterer's agents for agency works, for engaging surveyors at Paradip port for the vessels chartered by TANGEDCO for 18 months

TANGEDCO TENDER SPECIFICATION NO.COAL(SHIP)- 109 DT.23.04.2022

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 Technical 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 – G

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 :

TANGEDCO LIMITED

ANNEXURE –A PRICE BID (NOT FOR SUBMISSION)

AGENCY SERVICE FOR HANDLING CHARTERED VESSELS.

Name of BIDDER :

Bidders can find BoQ bid sheet BoQ1: Paradip port in the NIC portal.

SL NO.	DESCRIPTION	BASIC RATE (Rs.)	GST IN PERCENTAGE
1	Agency fees per call	NOT TO BE FILLED UP. TO BE ENTERED ONLY IN E-PORTAL IN THE RELEVANT BoQ BID SHEET	
2	Conveyance per day		
3	Entry Clearance expenses per call		
4	Communication – Telephone / STD call per day per vessel		
5	Courier per call.		
6	Fax/ E-mail per call		
7	Xerox per call for chartered vessels		
8	Supervisor' s Wages per shift		
9	Engaging bunker surveyors per call		
10	Engaging Draft Surveyors for the vessels per call (Initial survey + final survey)		
11	Swept cleaning of vessels per hold		
12	Third party damage survey per incident		
13	Joint ON Hire/ Bunker/Condition at the time of delivery/ Joint OFF Hire/Bunker/Condition survey at the time of re-delivery		
14	Interim survey per incident		

DATE :

**SIGNATURE OF TENDERER WITH
OFFICE SEAL**

Note: 1) The Tenderer has to quote the specific rate for all the items. GST has to be mentioned separately in the e-bid.

2) If GST is not mentioned separately the rates quoted will be treated as inclusive of all and the same will be paid for the entire period of the contract.

ANNEXURE – B

SCOPE OF AGENCY SERVICE

The Agent will promptly and diligently carry out the following duties and responsibilities in respect of the vessels which are chartered by TANGEDCO and which arrive at the Ports.

- i) All works related to loading, discharging and clearance of the vessel arriving at the Port including POS updating wherever applicable.
- ii) Attending to customs formalities, conversion, re-conversion etc. for chartered vessels.
- iii) Whenever ILH are due the same to be made promptly on due dates and placing them on board the ships before departure of the ship.
- iv) Attending to daily berthing meetings convened by the Port Trust.
- v) Liaisoning with Port officials, port traffic officials and pilots for timely berthing of the ship and sailing of the ship from the port.
- vi) Liaisoning with agencies for supply of bunkers,
- vii) Applying for the berth before the arrival of the ships and berthing the vessel without any delay.
- viii) Signing daily cargo loading/discharge reports / bills of lading if required.
- ix) Engagement of watchman or temporary staff for security reasons and to supervise loading and discharging of cargo.
- x) Arranging certified surveyors for the Third Party Damages after informing all concerned.
- xi) Arranging certified surveyors for bunkers for ON-Hire/OFF-Hire and when the vessel goes OFF-Hire for dry dock, repairs etc.
- xii) Arranging certified Surveyors for conducting draft survey weighment (Initial, Interim (if required) & Final) at loadports and the discharge ports for the vessels chartered by TANGEDCO.
- xiii) Regularly Liaisoning with local authorities for any clearance of the company's proposal and requirements.
- xiv) Arranging for accommodation, conveyance and fixing the appointments for the visit of TANGEDCO officials / Surveyors / TANGEDCO approved concerns.
- xv) Any other work of the company as may be advised every now and then.
- xvi) In case of any difficulty in the performance of its duties, the AGENT shall use all reasonable diligence to communicate with TANGEDCO and obtain its instructions.
- xvii) AGENT should protect the interest of TANGEDCO while signing SOF, If AGENT omits any remarks regarding off hire deductions, the same will be recovered from the AGENT's invoices / claims.

- xviii) Timely action to be taken to liaise with oil companies for supply of Bunkers /Lube oils before vessel sailing. Any delay on the AGENT part the vessel's detention charges, hire charges will be deducted from the AGENT's invoices / claims
- xix) To collect port bills from the Port Authorities and reconcile with the Port Accounts.
- xx) Arranging travels, conveyance, boarding and lodging to TANGEDCO Officials, Surveyors, approved concerns of TANGEDCO as advised by TANGEDCO Head Office.
- xxi) Vessel's holds to be thoroughly swept-clean to Owners or their Agents full satisfaction at Charterers time and expense but not water-washed or painted.

PAYMENTS:

- i. Timely payment of port charges and other deposits as required by the ports from time to time. Vessel related port dues are paid to the agent based on assessment of vessel related port charges (Proforma Invoice) raised by the agent for making payment to the port. Payments will be adjusted based on actual original invoice of Paradip Port Trust.

As applicable, Payments of vessel related port dues shall be made to the Steamer agent based on Proforma invoice, as applicable, as per port tariff, before arrival of the vessels, since ports require payment of port dues in order to permit berthing of the vessels. The payments made to the steamer agents to be reconciled based on actual invoice of the ports. (IT TDS 2% will be deducted from VRC payments made to the agency and paid to the IT dept. on the agency account)

- ii. Payment for the services rendered or supplies effected as instructed / approved by the TANGEDCO.
- iii. In case of any delay by TANGEDCO in remittance of funds, the AGENT with due advance intimation from TANGEDCO will arrange to ensure that there is no delay in vessel's sailing.
- iv. Reporting to the TANGEDCO's Head Office Officials every day in morning on the performance of ship at port.
- v. Reporting on the ETA of the ship.
- vi. Reporting on the prospects of berthing of the ship.
- vii. Reporting on the arrival / departure of ship with ROB.
- viii. Reporting on the pilot boarding on the ship and berthing of the ship with timing and ROB.
- ix. Reporting on the requirements of the ship and timely arrangements as required by the ship.
- x. Reporting on the progress of loading / discharging and shift wise stoppages.
- xi. Reporting cranes disability to the ship and to the TANGEDCO's Head Office.
- xii. Issuing the required notices as per C/P clauses in the ships disabilities and taking proper acknowledgement on the notice issued to the Master.

- xiii. Enforcing the C/P clauses and reporting to all concerned.
- xiv. Reporting to the ship and Head Office about the performance and the need for action as required by the TANGEDCO's Head Office or Port Trust.
- xv. Reporting to the ship and TANGEDCO's Head Office about the inconsistencies in daily discharge and timely correction.
- xvi. Reporting about the Port Trust requirements for the shifting of the vessel to another berth or to anchorage indicating reasons to the ship and the TANGEDCO's Head Office.
- xvii. Reporting to the TANGEDCO's Head Office for any notices issued and correspondence exchanged by the ship's Master and AGENT.
- xviii. Preparation of statement of facts (SOF) and obtaining the signatures of all concerned and forwarding the same within 3 days from the sailing of the ship.
- xix. Reporting of Third Party Damage, if any, served by the Master and reporting the matter to TANGEDCO Ltd. Chennai with impartial report on TPD. Joint survey of TPD should be sent to TANGEDCO within 2 weeks by following up with the surveyor.
- xx. Reporting to TANGEDCO's Head Office with the reasons for damage, extent of damages and likely cost of the damage.
- xxi. Reporting of Ship's damage to shore side facilities, if any, to TANGEDCO's Head Office with impartial report on damage with reasons, extent and likely cost of damage. Joint Survey of damage to ship should be sent to TANGEDCO within a week.
- xxii. Reporting the performance of the ship on a daily, weekly, monthly basis to TANGEDCO Ltd.
- xxiii. Every day vessels position / performance should be sent by fax / email positively before 10.00 hours.
- xxiv. Any strike anticipated in respective ports should be informed to TANGEDCO / ship in advance to take alternative action to avoid loss.
- xxv. Should play a vital role in berthing meeting to get priority and required berths for TANGEDCO vessels so that other vessels are not over ridden /undue advantage given to others by the Port.
- xxvi. Any other details which affects the movement of ship or which has of significance nature to be reported promptly.
- xxvii. Report about the change of tariff of the particular port well in time.
- xxviii. AGENT should protect the TANGEDCO interest before signing the SOF. If AGENT omits any remarks, regarding off-hire deductions, the same may be recovered from the AGENT's invoices / claims.
- xxix. Any other details as required by the company from time to time.
- xxx. All reports/communications mentioned above should be by email to TANGEDCO

ANNEXURE – C

DRAFT AGENCY AGREEMENT

An Agreement made onbetween the Tamil Nadu Generation & Distribution Corporation Ltd., a Government of Tamil Nadu Undertaking, having its Registered Office at 144, Anna Salai, Chennai – 600 002 herein after called TANGEDCO on the TWO PART and firm having its Registered Office atand hereinafter referred to as the AGENT on the other part.

WHEREAS TANGEDCO is a State Public Sector company carrying out generation & distribution of electricity.

WHEREAS TANGEDCO intends appointing AGENT for the vessels Chartered by them, which arrive at the Ports for rendering services such as clearing and forwarding, attending the customs formalities, arranging draft surveyors etc.

WHEREAS the AGENT has offered to render such services and TANGEDCO has agreed to appoint the agent as its Agents for rendering such services and other incidental and ancillary services.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1. is hereby appointed as AGENT for TANGEDCO at the Port of

2. This Agreement takes effect from..... and will be valid for a period of 18 months or extension, if any.

3. **SCOPE OF AGENCY SERVICE:**

The Agent will promptly and diligently carry out the following duties and responsibilities in respect of the vessels which are chartered by TANGEDCO and which arrive at the Ports.

- i) All works related to loading, discharging and clearance of the vessel arriving at the Port including POS updating wherever applicable.
- ii) Attending to customs formalities, conversion, re-conversion etc. for chartered vessels.
- iii) Whenever ILH are due the same to be made promptly on due dates and placing them on board the ships before departure of the ship.
- iv) Attending to daily berthing meetings convened by the Port Trust.
- v) Liaisoning with Port officials, port traffic officials and pilots for timely berthing of the ship and sailing of the ship from the port.
- vi) Liaisoning with agencies for supply of bunkers,

- vii) Applying for the berth before the arrival of the ships and berthing the vessel without any delay.
- viii) Signing daily cargo loading/discharge reports / bills of lading if required.
- ix) Engagement of watchman or temporary staff for security reasons and to supervise loading and discharging of cargo.
- x) Arranging certified surveyors for the Third Party Damages after informing all concerned.
- xi) Arranging certified surveyors for bunkers for ON-Hire/OFF-Hire and when the vessel goes OFF-Hire for dry dock, repairs etc.
- xii) Arranging certified Surveyors for conducting draft survey weighment (Initial, Interim (if required) & Final) at load ports and the discharge ports for the vessels chartered by TANGEDCO.
- xiii) Regularly Liaisoning with local authorities for any clearance of the company's proposal and requirements.
- xiv) Arranging for accommodation, conveyance and fixing the appointments for the visit of TANGEDCO officials / Surveyors / TANGEDCO approved concerns.
- xv) Any other work of the company as may be advised every now and then.
- xvi) In case of any difficulty in the performance of its duties, the AGENT shall use all reasonable diligence to communicate with TANGEDCO and obtain its instructions.
- xvii) AGENT should protect the interest of TANGEDCO while signing SOF, If AGENT omits any remarks regarding off hire deductions, the same will be recovered from the AGENT's invoices / claims.
- xviii) Timely action to be taken to liaise with oil companies for supply of Bunkers /Lube oils before vessel sailing. Any delay on the AGENT part the vessel's detention charges, hire charges will be deducted from the AGENT's invoices / claims
- xix) To collect port bills from the Port Authorities and reconcile with the Port Accounts.
- xx) Arranging travels, conveyance, boarding and lodging to TANGEDCO Officials, Surveyors, approved concerns of TANGEDCO as advised by TANGEDCO Head Office.
- xxi) Vessel's holds to be thoroughly swept-clean to Owners or their Agents full satisfaction at Charterers time and expense but not water-washed or painted.

PAYMENTS:

- i) Timely payment of port charges and other deposits as required by the ports from time to time. Vessel related port dues are paid to the steamer agent for onward payment to the port.

As applicable, Payments of vessel related port dues shall be made to the Steamer agent based on Proforma invoice, as applicable, as per port tariff, before arrival of the vessels, since ports require payment of port dues in order to permit berthing of the vessels. The payments made to the steamer

agents to be reconciled based on actual invoice of the ports. (IT TDS 2% will be deducted from VRC payments made to the agency and paid to the IT dept. on the agency account)

- ii) Payment for the services rendered or supplies effected as instructed / approved by the TANGEDCO.
- iii) In case of any delay by TANGEDCO in remittance of funds, the AGENT with due advance intimation from TANGEDCO will arrange to ensure that there is no delay in vessel's sailing.
- iv) Reporting to the TANGEDCO's Head Office Officials every day in morning on the performance of ship at port.
- v) Reporting on the ETA of the ship.
- vi) Reporting on the prospects of berthing of the ship.
- vii) Reporting on the arrival / departure of ship with ROB.
- viii) Reporting on the pilot boarding on the ship and berthing of the ship with timing and ROB.
- ix) Reporting on the requirements of the ship and timely arrangements as required by the ship.
- x) Reporting on the progress of loading / discharging and shift wise stoppages.
- xi) Reporting cranes disability to the ship and to the TANGEDCO's Head Office.
- xii) Issuing the required notices as per C/P clauses in the ships disabilities and taking proper acknowledgement on the notice issued to the Master.
- xiii) Enforcing the C/P clauses and reporting to all concerned.
- xiv) Reporting to the ship and Head Office about the performance and the need for action as required by the TANGEDCO's Head Office or Port Trust.
- xv) Reporting to the ship and TANGEDCO's Head Office about the inconsistencies in daily discharge and timely correction.
- xvi) Reporting about the Port Trust requirements for the shifting of the vessel to another berth or to anchorage indicating reasons to the ship and the TANGEDCO's Head Office.
- xvii) Reporting to the TANGEDCO's Head Office for any notices issued and correspondence exchanged by the ship's Master and AGENT.
- xviii) Preparation of statement of facts (SOF) and obtaining the signatures of all concerned and forwarding the same within 3 days from the sailing of the ship.
- xix) Reporting of Third Party Damage, if any, served by the Master and reporting the matter to TANGEDCO Ltd. Chennai with impartial report on TPD. Joint survey of TPD should be sent to TANGEDCO within 2 weeks by following up with the surveyor.
- xx) Reporting to TANGEDCO's Head Office with the reasons for damage, extent of damages and likely cost of the damage.
- xxi) Reporting of Ship's damage to shore side facilities, if any, to TANGEDCO's Head Office with impartial report on damage with reasons, extent and likely cost of damage. Joint Survey of damage to ship should be sent to TANGEDCO within a week.

- xxii) Reporting the performance of the ship on a daily, weekly, monthly basis to TANGEDCO Ltd.
- xxiii) Every day vessels position / performance should be sent by fax / email positively before 10.00 hours.
- xxiv) Any strike anticipated in respective ports should be informed to TANGEDCO / ship in advance to take alternative action to avoid loss.
- xxv) Should play a vital role in berthing meeting to get priority and required berths for TANGEDCO vessels so that other vessels are not over ridden /undue advantage given to others by the Port.
- xxvi) Any other details which affects the movement of ship or which has of significance nature to be reported promptly.
- xxvii) Report about the change of tariff of the particular port well in time.
- xxviii) AGENT should protect the TANGEDCO interest before signing the SOF. If AGENT omits any remarks, regarding off-hire deductions, the same may be recovered from the AGENT's invoices / claims.
- xxix) Any other details as required by the company from time to time.
- xxx) All reports/communications mentioned above should be by email to TANGEDCO

4. The AGENT shall render accounts in respect of the following:

- i) After sailing of the ship all the expenses incurred by the AGENT for particular call of the ship are to be rendered to the company. The expenses should have been thoroughly verified and should be as per the tariff / rates.
- ii) Agency charges for the relevant services rendered among the list of services finalised in the tender (ANNEXURE – A) will be paid on monthly basis. Agents should submit the consolidated bills within 45 days from the completion of each month.
- iii) Recurring expenses incurred by the AGENT will be entertained upto 3 months after sailing of the vessel. Beyond 3 months, TANGEDCO will not entertain any expenses claimed by the AGENT.
- iv) General expenses incurred by the AGENT for the liaisoning with local authorities, for getting necessary approval and conveyance, hotel and other expenses incurred for the visit of Corporation officials to be submitted on a monthly basis and within 30 days of completion of each month, duly supported by vouchers / bills / receipts etc.
- v) GST will be as applicable. The tenderer should quote their rates taking into account the Input Tax Credit (ITC) relief (and ITC benefits) available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender. GST TDS@2% will be deducted from the bills. Monthly GSTR - 2A form must be submitted to TANGEDCO.

5. a) If there is any act of omission or commission or lapse on the part of the AGENT with regard to the performance of their duties enumerated above or that may be assigned from time to time and if as a consequence thereon TANGEDCO suffers any monetary loss either directly or indirectly, the same will be recovered with GST applicable for it, before releasing payments against invoices on monthly basis.
- b) If the AGENT commits, for the second time after issuance of first notice, any such act of commission or lapse, TANGEDCO shall be at liberty but not bound to issue notice of termination. The agreement shall stand terminated on the expiry of 15 days from the date of issue of such notice. Such termination shall not, however, release or discharge the AGENT from the inability of payment of compensation.
6. **TERMINATION:**
In addition to the termination provisions elsewhere in this agreement, this agreement shall also be terminated.
- a. By either party giving 3 months notice to the other, in writing.
- b. By any material breach of the provisions of this agreement by the AGENT which, if capable of being remedied, has not been remedied within 15 days of issuance of notice there of.
- c. If the AGENT shall go into liquidation or, any notice of winding up has been issued to the AGENT or any petition for winding up the AGENT has been presented before a court of competent jurisdiction, the termination of the agreement for any reasons whatsoever shall not prejudice the rights accrued to either of the parties before such termination.
- d. This AGENT shall make payment of Security Deposit of 5% of contract value including EMD/- per port which will be released without interest upon 6 months from date of completion of the service period. However subject to adjust any loss or damage suffered by TANGEDCO for which the AGENT is liable to compensate under this Agreement.
Security Deposit should be remitted within 30 days from the date of awarding contract, failing which the EMD will be forfeited and order will be cancelled. The belated payment of security deposit shall not be accepted.
- e. This AGENT shall make payment of Security Deposit of Rs.....inclusive of EMD-, which will be forfeited, upon termination of agreement by TANGEDCO on any ground apart from compensation for the loss or damage suffered by TANGEDCO.
7. This Agreement shall not be transferred or assigned to any Sub-AGENT without the prior written consent of TANGEDCO.
8. No due certificate if required by TANGEDCO should be furnished by the AGENT from the respective ports.

9. The AGENT agrees and undertakes to furnish the list of Directors / Partners and shall likewise intimate any change in the Directors / Partners.
10. The AGENT shall not, without the prior written consent of TANGEDCO, nor to enter into any merger or amalgamation or expansion of the Company / Firm.
11. The AGENT should act as agent and shall not be entitled to retain goods, papers and other property of TANGEDCO received or in its possession for any amounts due to itself for commissions, disbursement or services rendered or for any other causes whatsoever.
12. The AGENT also agrees to undertake to furnish solvency certificate in such form, as may be required by TANGEDCO.
13. The High Court of Chennai (Madras) shall have exclusive Jurisdiction in all matters arising out of this contract. The Tamil Nadu Transparency in Tender Act.1998 and the rules there on is applicable for the contract.
14. The AGENT shall not be entitled to any compensation for loss of office on any grounds what so ever.
15. Neither TANGEDCO nor the AGENT shall disclose to third parties confidential information obtained from each other.