



TAMIL NADU MINERALS LIMITED,
31, KAMARAJAR SALAI, 'TWAD HOUSE',
CHEPAUK, CHENNAI - 600 005.
PHONE No.2841 0382 / 2851 1972
E.Mail: tamin@tamingranites.com

TENDER No. 4630/EX-2/2021-3

DATED:08.09.2021

**E-Tender cum Auction with forward bidding for the Sale of Granite blocks
"AS IS WHERE IS CONDITION" available at certain quarries of TAMIN.**

(Tender ID: 2021)

COST OF TENDER FORM Rs.2000/-

LAST DATE FOR ISSUE OF TENDER FORM -
LAST DATE OF RECEIPT OF COMPLETED TENDER -

DATE AND TIME OF OPENING

Technical Bid:

Financial Bid:

Will be informed later.

TAMIL NADU MINERALS LIMITED
(An Undertaking of Government of Tamil Nadu)
31, Kamarajar Salai, Chepauk, Chennai- 600 005
Phone No. 29862018, 28511972. Fax No: 91-44-28524960
E-Mail: tamin@tamingranites.com Website: www.tamingranites.com

Tender No.4630/EX-2/2021-3

Dated:08.09.2021

NOTICE INVITING e-TENDER cum AUCTION with forward bidding

INFORMATION AND GUIDELINES TO TENDERERS

E-tender cum auction with forward bidding is invited through the e-tendering portal by General Manager (Finance), Tamil Nadu Minerals Limited, 31, Kamarajar Salai, Chepauk, Chennai - 600 005 for the sale of granite blocks as is where is condition Ex-quarry basis from certain quarries of TAMIN as indicated in the Annexure I of this tender.

The tendering process is online at e-portal URL, address <https://tntenders.gov.in>. Aspiring bidders may download and go through the tender document. The URL for online bid submission in e-tender is <https://tntenders.gov.in/nicgep/app>

Prospective tenderers are advised to get themselves registered at Tamil Nadu tender portal, obtain 'login ID' & 'password' and go through the instructions available in the Home page after log in to the Tamil Nadu Tender Portal <https://tntenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.

1. A) Eligibility to participate:

- a) Bidders may be Proprietorship/ Partnership Firm(including LLP)/Company as defined under the Companies Act, 1956 and as amended Act 2013 and should necessarily be an Income Tax Assessee and should be GST Registered Company.
- b) Bidder should have valid PAN and GST numbers.
- c) Bidders whose annual turnover is more than Rs.1 Cr above are eligible to participate.

B) The following categories will not be eligible to participate in the e-auction:

- a) Buyers who came to adverse notice in dealing with TAMIN either as buyer, or in any other capacity.

- b) Buyers those who have filed cases / litigation pending disposal against TAMIN in any Court of law.
- c) Buyers who are defaulters in terms of non payment for the granite blocks selected for which penal action taken / caused loss to TAMIN in any of the earlier tenders and black listed from participating in future tenders.
- d) Those who have indulged in malfeasance during the course of their business transactions with TAMIN.
- e) Buyers / Parties / Firms / Persons owing any dues to TAMIN as on **30.07.2021**. If they cleared the dues before the participation in Tender, evidence to be enclosed.

2. E-tender cum auction with forward bidding:

- a) The details of quantity, size and type of granite blocks offered under the e-Tender cum Auction is given in. Annexure -I enclosed.
- b) The bidders shall first submit their E-tenders and then take part in the forward bidding when the live Forward bidding is opened during the stipulated date & time as in the critical data sheet Annexure-IV Only Forward bids ie., increased rates will be allowed in the bidding.
- c) The date & time period of Forward bidding will be intimated through the e-procurement portal/ email after evaluation of the E-tenders.
- d) The Highest (H1) price quoted in the e-tender or the upset price by TAMIN whichever is higher will be fixed as the base price for the Forward Bidding. The bidding will be forward and the bidders shall quote higher rates.
- e) The bidder shall participate in the Forward bidding, only for the Granite Raw blocks for which he has quoted in the e- tender. Bidding for the Granite Raw blocks, not quoted by the bidder, will not be opened for him. The bidders who have not participated in the e-tender cannot participate in the forward bidding also.
- f) If there are any clarifications, the same may be obtained online through the e- Portal or through the contact details given in the tender document. Bidder should take into account of the corrigendum published, if any, before submitting the bids online.
- g) TAMIN will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- h) The time that is displayed from the server clock at the top of the

tender portal, will be valid for all actions of requesting bid submission, bid opening, forward bidding etc., in the e- Procurement portal.

- i) E-tender /Forward bidding cannot be accessed after the due date and time for bid submission.
- j) The bidder shall submit the bid documents and bid in forward bidding online mode only, through <https://tntenders.gov.in> portal. Offline documents will not be handled through this system (Only EMD and tender fee shall be submitted in offline and the same shall be scanned and uploaded in online).
- k) All notices and correspondence to the bidder(s) will be sent by email only, during the process till finalization of tender with forward bidding. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC.
- l) Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said E-tender with forward bidding. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.
- m) All electronic bids submitted during the E-tender with forward bidding process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the TAMIN will form a binding contract between TAMIN and the Bidder.
- n) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- o) TAMIN reserves the right to cancel or reject or accept or withdraw or extend the tender with forward bidding in full or in part as the case may be without assigning any reason thereof.
- p) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender/auction. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- q) Bidders are advised to exercise caution in quoting their bids in e-Tender/auction to avoid any mistake. Bids once submitted can't be recalled after bid closing time.

- r) Tenders shall be subject to all the condition stipulated in the Tender specification. Any other conditions of counter offers stipulated by the tenderers in their tender will not be accepted.

3. TENDER FORM FEE

The Tender fee of Rs 2000/- (Rupees two thousand only) should be paid by means of Demand Draft, drawn on any Scheduled Banks in favour of “Tamil Nadu Minerals Limited,” payable at Chennai / RTGS (RTGS receipt in place of DD) , and sent along with the EMD cover. The Tender fee is of non-refundable and will not be returned. Tenders received without Fee will not be permitted to participate in the Tender cum auction with forward bidding.

For RTGS : Name of the Account Holder	: TAMILNADU MINERALS LIMITED
Name of Bank	: State Bank of India, PWD,Complex
	: Chepauk, Chennai- 600 005.
Account No.	: 10031641671
IFS Code	: SBIN0006489

4. EARNEST MONEY DEPOSIT:

- a) The Tenderer shall furnish the Earnest Money Deposit (EMD) offline.
- b) The tender shall be accompanied with Rs.1,18,000/- (Rupees One Lakh Eighteen thousand only) per quarry, by means of demand draft drawn in favour of Tamil Nadu Minerals Limited, payable at Chennai - 600 005 /RTGS (RTGS receipt in place of DD)

Note: The EMD will be Rs.1,18,000/-, if Tenderer/Bidder is Bidding for one quarry material. For example Rs.1,18,000/- for Chendarapalli 176/1 quarry raw blocks.

- c) The Earnest Money Deposit paid by the tenderer will not carry any interest.
- d) Cheque (or) Bank Guarantee towards Earnest Money Deposit will not be accepted and tenders will be rejected.
- e) Original DD/PO or RTGS receipt in place of DD for EMD and Tender Form fee need to be submitted in a sealed envelope and should reach the General Manager (Finance), Tamil Nadu Minerals Limited, No.31, Kamarajar Salai, Chepauk, Chennai - 600 005 before the date & time mentioned in CRITICAL DATA SHEET as per Annexure - IV. (In sealed envelope superscribing “E-TENDER CUM AUCTION FOR SALE OF GRANITE BLOCKS”) along with Tender ID No.
- f) Tenders received without E.M.D and less than the specified amounts etc., and/or without Tender Form fee will be rejected. Conditional tenders will not be entertained.

- g) If original DD/PO or RTGS receipt in place of DD for EMD and Tender fee are not received by the time of the opening of Technical Bid (Cover I) as in “CRITICAL DATA SHEET”, Annexure - IV, then the tender will be summarily rejected. The Bidder will not be permitted in the Forward Auction. Any postal / other delay will not be entertained.
- h) The scanned copy of the Demand Draft/Pay Order / RTGS receipt for EMD and Tender fee shall be uploaded by the bidder during on line submission of bid in cover -1.
- i) The bidder shall have to enter the EMD / tender fee details viz., DD No, date, Amount, Name of the Bank etc.,/ RTGS receipt details in the Annexure II before uploading the documents. If details are not entered and uploaded and signature not applied, the tender will be rejected.
- j) The details of EMD submitted off-line and the scanned copies uploaded during on line bid submission shall be the same, otherwise the tender will be summarily rejected.
- k) The offers of the bidders will be summarily rejected and their price bids will not be opened electronically, due to noncompliance of EMD and Tender fee if:
 - i) The cover consisting of original Demand Draft/ Pay Order/ RTGS towards EMD and Tender fee is not received within the due date and time of closing of e-Tender.
 - ii) The scanned copy of DD /PO/RTGS receipt for EMD and Tender is not uploaded online in Annexure -II.
 - iii) The tender is submitted without sufficient EMD.
 - iv) The Tender is submitted without Tender form fee.
 - v) If E-Signature is not placed in the Annexure II or Annexure -III.
 - vi) If the original DD / PO/ RTGS received and the details uploaded and the scanned copies are not tallied with one another.

5. SUBMISSION OF E-TENDER:

Cover-1 named “Technical”:

The bidder shall upload the scanned copies of the following:

- ✓ Annexure II duly filled & signed (Tenderer name, Full Postal address & contact details to be filled legibly without fail).

- ✓ Annexure III dully filled and signed.
- ✓ Scanned copy of DD /PO/ RTGS receipt for and Tender form fee and EMD.
- ✓ Scanned copy of GST Registration Certificate.
- ✓ Scanned copy of PAN Card.
- ✓ Scanned copy of Certificate of Registration.
- ✓ Scanned copy of Audited P/LL & Balance sheet of two previous years.

Cover -2 named “Selling price”:

The bidder shall download the BOQ template available under “Details of price quoted” and fill up the name of the bidder & the rates offered for each raw blocks in relevant column. After filling the details, the bidder should save it and upload without changing the file name.

Note: The rates quoted shall be exclusive of loading charges, Seigniorage fee, DMFT and GST. The applicable GST & other statutory levies, if any, will be added separately. The same will have to be paid extra by successful tenderers.

The Tenderers are at liberty to quote for any raw blocks, in Annexure I, which they propose to purchase. Hence, it is not compulsory that they should quote for all the blocks given in the Annexure I of this tender.

6. PAYMENTS AND DELIVERY:

- a) After freezing the Forward bidding, the highest offer is identified for issue of sale orders, if the rates are acceptable and approved by the competent authority.
- b) The successful Tenderer/Bidder shall remit 100% of the price (H1) quoted in Forward bidding plus Loading charges, Seigniorage fee, DMFT, GST and TCS if applicable and other statutory levies after deducting the EMD already paid for the respective granite raw blocks within 15 days from the date of intimation .
- c) If the balance amount is not paid within the stipulated time or the successful Tenderer/Bidder backs out, EMD amount already paid will be forfeited without further reference to them. No plea for non-remittance of the balance amount in time will be entertained.
- d) The confirmation letters will be issued to the successful Tenderer / Bidder and the successful Tenderer / Bidder are requested to remit the balance sale value within a period of 15 days from the receipt of confirmation letter.
- e) In case if the Tenderer /Bidder did not make payment, within a period of 15 days from the date of confirmation letter, TAMIN has the right to sell the material to next highest tenderers / bidder or to interested buyers.

- f) The confirmation letter and supply order will be issued to the successful Tenderer/Bidder who has submitted the tender/Bid. No change in name or address or transfer of order will be permitted. If the said order is returned due to non-availability of the address or vague address, the TAMIN will not be held responsible. It will be assumed that the Tenderer / Bidder has backed out and is uninterested in the purchase of Granite blocks. Hence, the Tenderer / Bidder's are requested to ensure proper and correct postal address in the envelope.

7. INSPECTION:

- a) It is the responsibility of the bidders to inspect the granite quarries to, verify and analyze the quantities and quality of such blocks offered under the e-auction and to satisfy themselves of the prevailing site conditions for the purpose of lifting and transporting the said blocks, before quoting their bid on e-Auction platform.
- b) The inspection of blocks will be facilitated till two days prior to e-Auction. Such inspection shall be carried out after selling permission from respective Quarry Managers/ authorized representatives of TAMIN.
- c) No disputes shall be entertained after submission of bids, regarding
- ✓ Volume of each block.
 - ✓ Quality/ Colour.
 - ✓ Site conditions.
 - ✓ Accessibility/approach roads/logistics.
 - ✓ Supporting infrastructure and any other issue that relates to any matter between the time of making the bids and completing the lifting and transportation of the blocks.

8. COLLECTION OF INCOME TAX AT SOURCE:

The Tenderer/Bidder should furnish their Permanent Account Number (PAN) in their offer. TDS / TCS deductible as per section 194Q and 206(C) (IH) of IT Act, 1961 will be followed.

9. VALIDITY:

- a) The rate offered should be valid for 90 days from the date of opening of tender. If the approval of the offer is delayed due to any unforeseen reasons/ circumstances, the rates quoted should be valid for a further period of 60 days (i.e.) in total the rates should be valid for 150 days.
- b) No Tenderer/ Bidder will be allowed to withdraw the offer within the

validity of 150 days specified. If the Tender is withdrawn by the Tenderer / Bidder before the expiry of the validity period, the EMD paid will be forfeited. The Tenderer /Bidder cannot quote their own validity period and such tender will not be considered and will be rejected.

10. DISPATCH:

- a) TAMIN will facilitate to get way permits from the authorities concerned for the sold out Granite volume blocks to facilitate transportation.
- b) TAMIN will make available granite blocks at the quarry site. Successful bidder has to lift and transport the blocks within one month from the date of issue of Supply order.
- c) Successful bidder shall make his own arrangement for loading and transporting granite blocks from the quarry site. The Successful bidder may ascertain and utilize the company equipment, if available, for loading by paying additional cost of Rs.1000/- per m³ as loading charges.
- d) In the event of failure to lift the authorized blocks within the permitted time, the successful Bidder shall lose all rights over the un-lifted blocks and shall consequently not entitled to deal with the said un-lifted blocks in any manner unless, the lifting of blocks could not be carried out due to restrictions by statutory authorities or delay in getting permits or any other natural calamities reasons attributable to the Successful Bidder. In such cases TAMIN may extend the time limit for the delayed period.
- e) The Successful Bidder shall, from time to time, comply with all statutory requirements to enable him to participate in the e-Auction, lift and transport the Granite blocks.

11. COMPENSATION TOWARDS NEGLIGENT ACTIONS / DAMAGES:

Successful Bidder shall be responsible for any claims arising out of negligent actions on the part of Successful Bidder leading to loss or damage to any property of TAMIN and to its personnel. Further, Successful bidder shall be responsible for any claims arising out of negligent actions on the part of Successful Bidder leading to an accident involving any personnel or labour of TAMIN, during loading and movement of the material at the granite quarry. The Successful Bidder shall further indemnify TAMIN against any and all third party claims arising as a result of such loss, harm, destruction, death etc.

12. TERMINATION OF THE DELIVERY ORDER:

- a) If the successful bidder does not lift the blocks or any part thereof within the specified period, the Supply Order will be terminated automatically.
- b) The termination of the confirmation letter / Supply Order shall be without prejudice to any claims that TAMIN may have against the successful bidder, including claims for compensation towards any loss that may result to TAMIN as a result of the successful bidder's breach of the terms and conditions contained therein, or in the confirmation letter/Supply order.
- c) If TAMIN is not able to supply the material for any reason whatsoever, the amount will be refunded without any interest. The buyer shall not be entitled to claim specific performance for supply of the said Granite blocks.

13. FORCE MAJEURE:

- a) In case, the terms contained herein or in the Supply Order cannot be performed either by the bidder or TAMIN for any reason arising out of the laws/regulations / restrictions governing mining industry, natural calamities, war/ hostility, military operation of any character, civil commotions, sabotage, quarantine restriction, acts of Government embargoes, the Successful Bidder shall not be entitled for any compensation.
- b) In the event of discontinuance(s) in lifting of Granite blocks due to 'FORCE MAJEURE' affecting either the Successful Bidder or TAMIN, time for performance shall be extended proportionately for the delayed period.

14. NON ASSIGNABILITY:

The letter of confirmation and Supply order issued to successful bidder is not transferable or assignable in whatsoever manner. Successful Bidder shall remit full value of the material and lift the allotted material by himself/itself by following the due procedure prescribed. TAMIN will not entertain any third party nominee / assignee in what so ever manner on behalf of the Successful Bidder.

15. JURISDICTION:

Courts at Chennai alone to the exclusion of Courts elsewhere, shall have the exclusive jurisdiction to try any and all disputes arising herein under or under the confirmation letter or the Supply Order.

16. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration, if both parties agree for in accordance with the Arbitration and Conciliation Act, 1996 and the Award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be Chennai and the language is English.

17. TRACK THE WEBSITE:

Intending bidders are advised to visit the TAMIN website: www.tamingranites.com and <https://tntenders.gov.in> regularly till closing date of E-auction for any corrigendum / addendum / amendment.

18. DISCRETION:

- a) TAMIN reserves the right to sell part of its products to others also, in the manner, as it likes to the advantage of the Company.
- b) The tender accepting authority, Tamil Nadu Minerals Limited reserves the right of rejection / cancellation of all or any of the tenders without assigning any reason thereof or split up the tender as he deems fit.
- c) The tender accepting authority, TAMIN reserves the right to cancel the bid even after acceptance or during performance of the contract.
- d) The tender accepting authority reserves the right to alter/modify any of the above tender conditions before the award of the contract in the interest of the corporation.

19. GENERAL:

- a) In the event of any dispute between TAMIN and the successful tenderer, TAMIN reserves its right to stop the supply irrespective of the quantity so far supplied and the matter would be referred to the Indian Arbitration Council and during the said dispute the successful tenderer has no right for the specific performance of the contract nor he will be entitled for any damages or any action against TAMIN. The successful tenderer specifically agrees that in respect of any dispute arising out of this contract, he will not pray for any interim order or restraint order against TAMIN in any judicial forum.
- b) If the successful tenderer has got any trade representative, the said representative will be utilized only for the purpose of trading activity and NOT as the representative of the successful tenderer in the

arbitration proceedings or in the court proceedings or in respect of any matter other than the act of mere representative in the inspection of materials and other allied subjects and the said agent will not have any right to represent the bidder either to commence or to continue or to participate in any dispute or litigation that may arise between the bidder and TAMIN.

GENERAL MANAGER (FINANCE)

For any technical assistance with regard to e-tendering the bidders may contact the following person on all working days:-

**The Deputy Manager (Computers),
Tamil Nadu Minerals Limited,
Chennai - 600 005
Phone No:044-28550676
E-mail ID: stubert@tamingranites.com.**

ANNEXURE -I

Tender No. 4630/EX-2/2021-3

Dated:08.09.2021

**THE DETAILS OF LOCATION OF GRANITE QUARRIES AND QUANTITY OFFERED
FOR THE SALE OF RAW BLOCKS IN THE E-TENDER.**

Sl.No	Location of the quarry	Quantity offered in CBM	Quality
1	Naganoor 120 (Part-I)	1050.911 cbm	Single
	Naganoor 120 (Part-II)	117.194 cbm	
	Naganoor 120 (Part-III)	2950.476 cbm	

GENERAL MANAGER (FINANCE)

ANNEXURE - II

Tender No. 4630/EX-2/2021-3

Dated:08.09.2021

Back ground details of Bidder

1	Name and address of the firm/company (with full postal address)	:	
2	Telephone/ Mobile number	:	
3	Cell No:	:	
4	Contact Person:	:	
5	Email	:	
6	Status of the firm : Proprietorship/Partnership Company (Certificate of Registration to be enclosed)	:	
7	PAN Number.	:	
8	GST Number	:	
9	EMD DD / pay order/ RTGS details Instrument No (DD /RTGS etc) Date of Instrument Amount Rs	:	
10	Tender form fee details Bank Instrument No (DD/RTGS etc) Date of Instrument Amount Rs	:	
11	Audited P/L & Balance sheet of last 2 years.	:	
12	Any other relevant particulars	:	
I / We hereby declare that the particulars furnished above are correct and we are ready to furnish any other detail as may be required by TAMIN			

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL**

Encl: The scanned copy of the following have been uploaded

1. DD /PO/ RTGS receipt for EMD/Tender fee
2. GST Registration
3. PAN card
4. Certificate of Registration

ANNEXURE - III

TENDER DECLARATION FORM

TENDER No.4630/EX-2/2021-3

DATED:08.09.2021

1. I/we have gone through the tender notice and all the instructions to the bidder and agree to abide by all the conditions and terms mentioned therein.

2. We hereby quote the price for the purchase of Granite blocks specified in the Annexure I. The quotations furnished in the schedule are subject to the conditions set-forth in the tender form.

3. I/We hereby forward Rupees.....only as Earnest Money Deposit and agree to have it forfeited to TAMIL NADU MINERALS LIMITED in case of my/our failure to take the items for which sale order awarded by the MANAGING DIRECTOR, TAMIL NADU MINERALS LIMITED, 31, KAMARAJAR SALAI, CHEPAUK, CHENNAI-5, within time frame fixed under tender conditions .

4. I/We hereby forward Rupees.....only as Tender form fee and understand that it is non-refundable.

5. I/We hereby certify that our firm has not been banned by the Government on account of unfair business dealings with any Government Departments and Government undertaking.

**SIGNATURE OF THE TENDERER.
WITH OFFICE SEAL**

ANNEXURE-IV

Details of price quoted

Tender No.4630/EX-2/2021-3

Date:08.09.2021

BOQ

(Cover -II)

Annexure -V

TENDER No.4630/EX-2/2021-1

DATED:08.09.2021

CRITICAL DATA SHEET

Publishing date	15.09.2021
Bid document download/Sale start date	15.09.2021 from 1000 hrs
Bid submission start date	15.09.2021 from 1000 hrs
Bid Submission end date	22.10.2021 upto 1700 hrs
Last date and time of submission of original Demand Draft for tender form fee & EMD	25.10.2021 upto 1400 hrs
Technical bid opening date	25.10.2021 at 1600 hrs
Financial bid opening date / Auction Date	Will be intimated later on through Tamil Nadu e-Tender portal
Tender form fee	Rs.2,000/-
EMD	Rs.1,18,000/- /

GENERAL MANAGER (FINANCE)

Bank details for RTGS funds transfer:

Name of the Account Holder : TAMILNADU MINERALS LIMITED
Name of Bank : State Bank of India, PWD Complex
: Chepauk, Chennai- 600 005.
Account No. : 10031641671
IFS Code : SBIN0006489