

TAMIL NADU MINERALS LIMITED,
(An Undertaking of Government of Tamil Nadu)
31, Kamarajar Salai, Chepauk, Chennai 600 005
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Website: www.tamingranites.com

Tender No. 8170 /VAP 2/2017

Dated: 31.08.2017

INSTRUCTION TO TENDERERS

Sealed tenders in two cover system are invited by General Manager, Tamil Nadu Minerals Limited, No.31, Kamarajar Salai, Chepauk, Chennai - 600 005 for the purchase of export worthy polished black and colour granite of 2 & 3cm thickness building slabs produced by TAMIN at 100% Export Oriented Unit, Melur, Madurai District, Tamil Nadu.

CONDITIONS:

1(a) Eligibility to participate:

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- i. Buyers from foreign countries
- ii. Indian buyer only under third party exports basis. The proof of having RBI Code number or Export and Import code number should be furnished along with the tender, Since the sale is from 100% EOU Unit of TAMIN and EOUs.
- iii. EOU's with valid license period.

1(b) The following categories will not be eligible to participate in the tender:

- i. Buyers who came to adverse notice in dealing with TAMIN.
- ii. Those who have indulged in malfeasance during the course of their business transactions with TAMIN.

2. Location of TAMIN 100% Export Oriented Unit, Melur:

TAMIN Granites, 100% Export Oriented Unit, T.S.No.2/12, Karuthampuliampatti, Melur Taluk, Madurai District, Tamil Nadu, Pin.625 106.

3. Specimens of Samples:

The Polished samples of slabs of black and colour are displayed for inspection at the Registered Office of TAMIN at No.31, Kamarajar Salai, TWAD House, Chepauk, Chennai 600 005 on any working days during working hours.

4. Tender Submission:

Tenders should be submitted as per Clause 11(A) under two cover system superscribed "TENDERS FOR THE SALE OF BLACK AND COLOUR GRANITE 2 & 3CM THICKNESS BUILDING SLABS BY TAMIN" and sent by Registered post or by special messenger so as to reach General Manager, Tamil Nadu Minerals Limited, No.31 Kamarajar Salai, TWAD House, Chepauk, Chennai - 600 005 on or before **02.00 P.M. on 19.09.2017**

5. Delay in Transit:

Tender documents received after the due date and time either by post or by courier or by hand delivery or by any other mode, shall not be accepted by TAMIN. TAMIN is not responsible for any delay in transit for delivery of the tender documents.

6. Tender Opening:

The tenders will be opened at the Registered Office of the Corporation by the authorized Committee by Tender Accepting Authorities in the presence of the Tenderers or their authorized persons, if any as noted below:

- i. The Cover-I containing the E.M.D. and other details will be opened at **03.30 P.M. on 19.09.2017.**
- ii. The Cover-II containing the Price Bid of the eligible tenderers, will be communicated separately. For further details please refer Clause 11(A)

7. Quotations:

- i. The tenderers from Foreign Countries are requested to quote the rate in US Dollar per Sq.mt. on FOB Tuticorin basis as in Annexure – 3. Those who quote in U.S. Dollars should pay only in U.S. Dollars.
- ii. The Inland tenderers are requested to quote the rate in Indian Rupee per Sq.mtr. only with Export benefits to TAMIN.
 - a. Ex-Factory (without packing, transport, clearing and forwarding charges etc.) as in Annexure – 3. If packing and epoxy are required, packing charges at Rs.150/- and epoxy charges Rs.100/- per sq.mtr. is extra, transport and C&F to be borne by the buyer.
 - b. FOB Tuticorin Port, which inclusive of packing, transport, clearing and forwarding etc. as in Annexure-3. Epoxy charges extra, special certification if any charges extra applicable from time to time.
- iii. The rate should be quoted separately for black and colour granite building slabs as furnished in the Annexure – 1. Quotations shall specify the amount both in figures and words and rates shall not be altered. The tenderer can quote separate rates for different thickness of black and colour granite slabs without insisting percentage of any specific size of slabs.

- iv. There is only single quality for both black & colour granite slabs produced from each quarry material of 2cm & 3cm thickness polished granite building slabs are indicated in Annexure-I.
- v. Rates should be quoted per Sq.mtr. only.
- vi. If the parties, who participated in the tender are supplied for an area in US\$, the rupee equivalent will be determined at the rate prevailing on the date of tender opening of Cover-I and this will prevail during the currency of the tender period.

8. Period of Agreement:

The successful tenderers will enter into an agreement with TAMIN and the period of validity of the agreement will be one year from the date of sale award. TAMIN reserves the right to extend the period of validity of the agreement for further period of 3 months subject to Tender Transparency Rule.

9. Quantity to be Supplied:

Supply will be made by TAMIN to the successful tenderers' assured quantity as mentioned in the Sl. No. 9 of Annexure - 2 during the period as per the condition in Sl.No.9 as above.

10. Payment:

i. Foreign Buyer::

The successful foreign tenderer should remit the payment by FIRC (Foreign Inward Remittance Certificate) / T.T. (Telegraphic Transfer) in US Dollar in favour of **Tamil Nadu Minerals Limited, Chennai** through any Nationalized Bank in the City of Chennai within a period of one week from the date of approval of the slabs based on the sale award issued.

ii) Inland Buyers:

The Indian Buyers should remit the sale value for the granite slabs within one week from the date of approval by Demand Draft drawn on any Scheduled Bank / in favour of **Tamil Nadu Minerals Limited, Chennai**, by RTGS / NEFT.

- iii) If the amount is not paid within seven days from the date of proforma invoice, the approval stands cancelled without further intimation and TAMIN reserves the right to sell the material to any spot buyers.
- iv) The buyer shall arrange to remove the slabs within a reasonable time after making payment, and if any instruction is issued to remove the same without any delay, the buyer shall obey it promptly.
- v) No complaint of any nature can be entertained after the approval of slabs by the buyer and such slabs are at the risk of the buyer.

vi) **Spot buyer:**

In case of parties who do not participate in the tender and who are fixed as spot buyers, the rate in U.S.\$ will be converted into rupee at the RBI Ex-change rate prevailing on the date of selection by spot buyers or the rate arrived on the date of tender opening whichever is beneficial to TAMIN.

11. A) Quotation-Two Cover System:

The tender should be submitted in 2-cover system viz.

- i. **Cover- I: Technical bid:** It shall contain
 - a. E.M.D. of Rs.1,00,000/- (Rupees One lakh only) / equivalent in US Dollar by Demand Draft drawn any Scheduled Bank in favour of TAMIL NADU MINERALS LIMITED, CHENNAI.
 - b. Annexure-2 duly filled up and signed.
 - c. Undertaking to the effect that the firm/buyer do not fit into any of the categories mentioned in Para 1(b).
 - d. Tender document may be obtained from the registered office on the payment of Rs.1,000/- (Rupees One thousand only) by Cash or Demand Draft in person upto 05.00 P.M. on 18.09.2017 and Rs.1,100/- (Rupees One thousand and one hundred only) by Demand Draft by post upto 05.00 P.M. on 13.09.2017 in favour of Tamil Nadu Minerals Limited, Chennai payable at Chennai.
 - e. In case the tender document is downloaded through our website, it should be accompanied by a Demand Draft of Rs.1,000/- (Rupees One thousand only/ equivalent in US Dollar by foreign buyer (non-refundable) towards the cost of tender document drawn on any Scheduled Bank in favour of Tamil Nadu Minerals Limited, Chennai payable at Chennai.

Cover-I should be superscripted "Cover-I – Technical bid" on the face of the cover and sealed.

ii. **Cover II: Price Bid**

The second sealed cover containing the price / rate quotation as per Annexure - 3 for each quarry with the size of 2 and 3cm slab and put in a separate Cover superscribed as "Cover-II – Price / Rate Quotation" on the face of the cover. This Cover-II will be opened only if the tenderer is qualified to execute the Tender as per Cover - I (Technical Bid).

iii. Covers I & II both sealed separately should be put in a common cover sealed and dropped in the tender box.

iv. If the tenderer fails to comply with any of the above conditions, their offers will be totally rejected.

B. Earnest Money Deposit:

- a. E.M.D. of Rs.1,00,000/- (Rupees One lakh only) should be submitted by Demand Draft drawn on any Scheduled Bank in favour of Tamil Nadu Minerals Limited, Chennai, payable at Chennai by the foreign and Indian buyers. However, the foreign buyer may remit the E.M.D. in US Dollar equivalent to the Indian rupee value of Rs.1,00,000/- through any Scheduled Bank and the evidence for remittance should accompany with the tender document.
- b. The tender without EMD will also be summarily rejected.
- c. The Earnest Money Deposit of the unsuccessful tenderers will be refunded within a reasonable time, consistent with the rules and regulations of the Company and will bear no interest thereon till date of refund.
- d. The EMD will be forfeited if the tenderers subsequent to the sale award fail to accept, withdraw or modify his tender or fails to remit the Security Deposit/Execution of Sale Agreement within the period.

12. a. Security Deposit:

Successful tenderers will be required to pay a Security Deposit of 5% of agreement value by Demand Draft drawn in favour of "TAMIL NADU MINERALS LTD, CHENNAI" payable at Chennai, within fifteen days from the date of receipt of communication intimating them of the acceptance of the tender. The sum deposited as Earnest Money Deposit as required in clause 11 B (a) above will be adjusted against the security deposit and the balance should be remitted. Both the EMD as well as Security Deposit will bear no interest.

b. Forfeiture of Security Deposit:

If the tenderer fails to act upon the tender or backs out after his tender is accepted his Security Deposit remitted will be forfeited by the Tamil Nadu Minerals Limited.

13. Inspection of materials:

- a. The Successful tenderers shall make their own arrangements at their own cost to inspect the materials at the factory itself. All produced shades should be approved by the successful tenderer. In case of any dispute that may arise during approval with regard to cracks, chipping mineral segregation etc. in the slabs, the decision of the officials of the factory shall be final.
- b. Tenderers shall visit TAMIL NADU Minerals factory of 100% Export Oriented Unit, Melur, Madurai District, Tamil Nadu and assess the slabs and quote with reference to the materials and it is binding on the tenderers.

14. Shipment / Delivery:

- a. In respect of Export sales shipment will be made by regular Liner Vessels or Chartered Vessels by TAMIN. TAMIN shall inform the successful tenderer, the details of shipment after despatch of Cargo. The extension of shipping period upto three months or more as required by TAMIN shall be allowed. Freight, Insurance shall be paid by the buyer to cover against any loss or damage in transit.
- b. In respect of Inland sales under third party export, transportation of approved slabs from factory site should be arranged by Inland buyers. In case the slabs are not removed from the factory site within 30 days, the buyer is liable for payment of demurrage charges at the rate fixed by TAMIN from time to time. TAMIN shall not be made responsible for any damage or loss of the slabs beyond the above period.

15. Force Majure Clause:

Delivery is agreed upon in good faith and TAMIN shall not be liable for damage or otherwise for failure to carry out the obligation, which may be occasioned by ACT OF GOD, war, civil disturbances, Disorders, strikes for want of Labour, Act or Regulations of Government Authorities or Agencies, the rulings by the Judicial authorities or similar circumstances beyond their control.

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. The language is English only.

17. Judicial Jurisdiction:

The courts situated within the Chennai alone shall have jurisdiction to decide all disputes and claims that may arise between the parties.

18. Insurance:

It shall be the responsibility of the successful foreign tenderer once the materials are put on board the vessel to insure the materials as the rates are accepted on F.O.B. Tuticorin.

19. Criteria for considering the Tender offers:

The tender will be decided based on: -

- i. Highest rate offered
- ii. Past business relationship with TAMIN
- iii. Market presence of the buyer for the particular variety quoted by him.
- iv. Rate in U.S. \$ for Direct Export by TAMIN

- v. The rate in US Dollar will be converted into rupee value at the rate prevailing on the date of tender opening

When eligibility criteria are equal, preference will be given to direct foreign buyers.

20. Discretion:

TAMIN reserves the right to sell part of its products to others also, in the manner as it likes to the advantage of the Corporation.

Tamil Nadu Minerals Limited reserves the right of rejection of all or to any of the tenders without assigning any reason thereof or split up the tender as he deems fit.

TAMIN reserves the right to cancel the bid even after acceptance or during performance of the contract.

The tender accepting authority, TAMIN reserves the right to alter/modify any of the above tender conditions before the award of the contract in the interest of the Corporation.

General

- i. 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 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.
- ii. 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 tenderer either to commence or to continue or to participate in any dispute or litigation that may arise between the tenderer and TAMIN.
- iii. The agreement on non-judicial stamp paper to the value of not less than Rs.50/- incorporating the above conditions has to be executed by the successful tenderer within fifteen days from the date of sale award issued. The draft agreement will be prepared by TAMIN and sent separately after finalization of the tenders.

**GENERAL MANAGER
TAMIL NADU MINERALS LIMITED,
CHENNAI - 600 005.**

TAMIL NADU MINERALS LIMITED, CHENNAI 600 005

RC. No. 8170 / VAP 2 / 2017

Dated: 31.08.2017

ANNEXURE – I

Sl. No.	Name of the quarry	Commercial Name
1	Mahimandalam	G.20 Black
2	Ajjanahalli 883	Black Marvel
3	Udaiyarnatham	Black Velvet
4	Ponnerimalai	Black Chocolate
5	Kaveripuram 133	Black Beauty
6	Veeranam	Black Panther
7	Mylarwada 189	Bengal 189
8	Sivanthipuram	River white
9	Sulamalai	Paradiso (MSO)
10	Thogamalai	Colombo Zubrana
11	Kommedu	Hawks Eye
12	Vattamalai 1078/5 part	Dusk Pink
13	Chendarapalli 176	Paradiso
14	Sengunam	Fox Brown
15	Sunjalnatham	Black Raven
16	Sankanthiradu	Coral White
17	Naganoor 120	Colombo Zubrana
18	Chendarapalli 381	Praradiso-G
19	Irumbali	Gibili Gold
20	Jakkery	Red Wave
21	Therkkukalladaikurichi	Ambai white-T
22	Yellikaradu	Ykd Black
23	Rendadi – I	G-15 Black
24	Thiruthagal	Sivagasi Yellow
25	Namandahalli	Black stallion
26	Govindapalayam	-
27	Thatrahalli	Tekotta
28	Karandapalli	Black Wonder
29	Kaveripuram 3 Part	Black Beauty 3
30	Thandrampattu	Black Feather
31	Pothuvai Pazhavalam	Nimbus Black
32	Kodakkal	G 15

GENERAL MANAGER

ANNEXURE-2
Background of the tenderer
(To Submit with EMD in Cover –I)

TENDER No. 8170/VAP 2/2017

Dated: 31.08.2017

1.	Name and Full postal address of the party with telephone / Fax Nos. / Email id.	
2.	Constitution of the Company / Private / Public Limited Company / Partnership/ Proprietorship and year of establishment with proof of documents	
3.	Exporter i. RBI Code No. ii. Export / Import Code No. iii.)IT PAN	
4.	Permanent address for communication and GSTIN	
5.	The name and designation of authorized person to contact for any details / clarification.	
6.	Bankers reference if any:	
7.	Line of business actives Manufacturing Mining Trading Others	
8.	Write up about your company's Background.	

		Colour	Qty. M2
9.	Name of Colour slabs from the Quarry / Quarries (as per the Annexure-I) intended to be quoted and minimum off-take per month assured to be taken from each of them (as per the thickness furnished in the tender condition S.No.11)		
10.	Any other relevant particulars:		

DECLARATION

We do here by declare that the particulars furnished above are correct and we are ready to furnish any other details as may be required by Tamil Nadu Minerals Limited. We also declare that we will abide by all the terms and conditions of the tender.

Name and designation
of the authorised
signatory

Signature
with
office seal

ANNEXURE-3
(To Submit in Cover-II)

SALE OF EXPORT WORTHY POLISHED BLACK AND COLOUR GRANITE SLABS FROM TAMIN FROM ITS 100% EXPORT ORIENTED UNIT, MELUR, MADURAI DISTRICT, TAMIL NADU BY TAMIL NADU MINERALS LIMITED, CHENNAI.

SCHEDULE OF RATE QUOTED

Tender No. 8170/VAP- 2/2017

Dated: 31.08.2017

I/We have gone through tender notice and agree to abide by all the conditions mentioned therein

I/We hereby quote the rate specified below for black and colour granite slabs of TAMIN.

I/We hereby forward Rs.1,00,000/- (Rupees One lakh only) / or US (equivalent to the value of Rs.1,00,000/- by foreign buyer) as Earnest Money Deposit for the slabs and agree to have the sum forfeited to TAMIN in case of my/our failure to undertake the contract for the item accepted by me/us.

Sl. No.	Size . Specification of the slab (As per tender condition Sl.No.11)	Name of the Colour and black material of the slabs	Rate offered per Sq.mtr.		
			FOB, Tuticorin Harbour in US\$	Ex-factory in Rupees	Quantity Assured per month for purchase in Sq.mtr.
1	2cm (as per Annexure-1)				
2	3cm (as per Annexure-1)				

Note:

1. The size in CM are as per specification of tender condition Sl.No.11 and applicable only to the black and colour slabs of the in the Annexure-1
2. Rate should be quoted only in this schedule Form. In case space is insufficient, Additional sheets can be enclosed.
3. The rates quoted as per in the Annexure-I

Full Address
Telephone No:
Mobile No:
Fax No.

Signature of the Tenderer:
Name of the Tenderer: