

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.9968/EX-1/2018

Dated: 07.01.2019

NOTICE INVITING e-TENDER

Sealed tenders are invited through the e-tendering portal by General Manager (Finance), Tamil Nadu Minerals Limited, 31, Kamarajar salai, Chepauk, Chennai - 600 005 from the Licensed Clearing and Forwarding Agents for (i) handling dimensional granite blocks received from various quarries of TAMIN for export (ii) sawn blocks / tiles / slabs from its factories of TAMIN Granites, Manali, Chennai/ 100% EOU, Melur and Madhepalli for export at Chennai / Tuticorin Ports.

The tendering process is through online at e-portal URL, address <https://tntenders.gov.in>.

Aspiring bidders may download and go through the tender document.

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) which is essentially required for submission of their application.

CONDITIONS:

1. Eligibility to participate:

- (l) Clearing and Forwarding Agents with authorized license issued by the customs for handling the dimensional granite blocks / finished goods in the Port.
- (ii) Possession of Stockyard with sufficient space and also handling equipments of own / rental to handle blocks of 25 MT weight situated within Chennai city / Tuticorin and also located inside the Chennai Port / Tuticorin Port.
- (iii) 5 years of experience as Clearing & Forwarding Agent in handling the granites in Chennai/ TuticorinPort.
- (iv) Capacity for arranging at least twoshipments in a month.

2. Tender Submission:

- i. Tenders should be submitted online through e-portal URL, address <https://tntenders.gov.in> . The Original DD for EMD & Tender form fee, to be sent in a sealed cover superscribed "E-Tender for the Clearing and Forwarding works at Chennai / Tuticorin Ports and sent by Registered post or by special messenger so as to reach Tamil Nadu Minerals Limited, 31, Kamarajar salai, Chepauk, Chennai - 600 005 on or before **1400 hrs on 25.02.2019**.
- ii. Uploading of tender in the location other than specified above shall not be considered. Hard copy of tender shall not be entertained.

3. Delays in Transit:

The original DD for EMD and tender form fee 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 cannot be held responsible for any delay in transit for delivery of the tender documents.

4. Tender Opening:

The tenders will be opened through online at the Registered Office of the corporation by the committee authorized by the tender accepting authority as noted below.

The Cover-I: will be opened at **1630 hrs** on **25.02.2019**.

The Cover-II: The date and time of opening of Cover II (Price Bid) will be communicated later to the tenderers through e-tendering portal. For further details please refer clause 7 (2).

5. Formats:

All the tenders (Price Bid) should be submitted in the prescribed form and prescribed mode only as per **BOQ** (Cover II)(Excel downloaded from e-tender portal). The status of the tenderer should also be furnished in the format available in Annexure-2 (Cover I) in the prescribed mode.

6. Quotations:

The tenderers have to quote the rate in Indian Rupees both in figure and words in the prescribed form downloaded from the e-tendering portal. The tender rate quoted in the tender should be valid for acceptance for a period of 90 days from the date of opening of tenders.

- i. Tender rates quoted should be a consolidated rate per CBM separately for direct loading of blocks in break bulk loading of blocks in container loading of sawn blocks, Tiles and Slabs in container inclusive of unloading / loading at the Wharf / Stock yard (i.e. situated within the Chennai / Tuticorin and also located inside the Port) / Loading on board the Vessel, Harbour dues, weighment charges, Cringe, Customs/Central Excise (in respect of TAMIN Granites, Manali. Inspection and clearance and documentations etc. for granite blocks, sawn blocks from TAMIN GRANITES, Manali (Debonded Unit), 100% EOU, Melur and Madhepalli including any other incidental / miscellaneous charges but excluding container charges.
- ii. During the contract period, any claim to increase the tender accepted rate due to statutory levies, wages etc. will be considered based on the orders issued by the authority concerned for such a case and it will be limited to 10% of the total tendered amount.
- iii. In case of shipment of containers, the tenderers should quote all inclusive rates such as lift on and of charges, terminal handling charges and container transport etc., for 20 feet and 40 feet container respectively and rate should include all charges relating to container

including the charges indicated in the item No.6(i).

7.Quotation - Two cover system:

The tender should be submitted in 2 covers system through online at Tamil Nadu e- tender portal.

Original D.D. for EMD, Tender form fee, need to be submitted to TamilNadu Minerals limited, Chennai in an sealed envelope and should reach The General Manager (Finance), Tamilnadu Minerals Limited, No.31, Kamarajar Salai, Chepauk, Chennai before the date & time mentioned in **CRITICAL DATA SHEET as per annexure - 3. (In sealed envelope super scribing E-tender for clearing and forwarding works at Chennai / Tuticorin Ports) along with tender id No). If EMD tender form fee are not received before the due date & time, tender will be summarily rejected.** Any postal/other delay will not be entertained. Tenderers are requested to upload the digitally signed tender documents along with the scanned copy of Demand Draft for EMD & Tender form fee. Bid Documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover - I he will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection.

- 1) Cover-I: Technical bid: It shall contain
 - i) E.M.D. of Rs.1,18,000/- (Rupees One lakh Eighteen thousand only)(Rs.1,00,000/-+GST 18%) by Demand Draft drawn on any Scheduled Bank in favour of 'Tamilnadu Minerals Limited, Chennai - 600 005' payable at Chennai.
 - ii) Annexure - I declaration and Annexure - II status of the tenderer to be duly filled and signed.
 - iii) The tender document downloaded through website, it should be accompanied by a Demand Draft of Rs.1,000/- (Rupees One thousand only) - (Non-refundable) towards the cost of tender document drawn on any Scheduled Bank in favour of "Tamil Nadu Minerals Limited" payable at Chennai.
 - iv) A copy of authorised letter received from the customs, as C and F Agent for handling the granite blocks in the Port (Chennai /Tuticorin Port).
 - v) Proof for having the stockyard indicating the area with handling equipments to handle blocks of 25 MT of his own / rental basis.
 - vi) Letter evidencing for experience as Clearing and Forwarding Agent for a period of 5 years continuously for handling the granite blocks/containers.

- vii) The intimation regarding acceptance / rejection of their bid will be intimated to the contractors / firm through e-tendering portal.

2) Price Bid-Cover-II:

- a. All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 - b. This Cover-II will be opened only if the tenderer is qualified to execute the tender as per cover - I (Technical Bid).
- 3) If the tenderer fails to comply with the the above conditions, their offers will be totally rejected.
- 4) The details of D.D physically sent should tally with the details available in the scanned and the data entered during bid submission time.

8. Earnest Money Deposit:

Tender must be accompanied by a deposit of Rs.1,18,000/- (Rupees One lakh Eighteen thousand only)(Rs.1,00,000/-+GST 18%) for each port as Earnest Money Deposit by demand draft drawn on any scheduled bank in favour of "TAMIL NADU MINERALS LIMITED" payable at Chennai. The E.M.D. will be forfeited if the tenderer subsequent to the order fail to remit the security deposit within the stipulated period. This is without prejudice to other rights that are available to TAMIN. E.M.D. will be refunded to the unsuccessful tenderers within a reasonable time and will not bear any interest. Tenders received without E.M.D. are liable to be summarily rejected. The E.M.D. amount of successful tenderer will be adjusted against the Security Deposit if they satisfy all other conditions. The E.M.D. is liable for forfeiture if the party does not respond to the call for negotiation of rates etc.

9. Security Deposit:

The successful tenderer should pay a sum of Rs.1,18,000/- (Rupees One lakh Eighteen thousand only)(Rs.1,00,000/-+GST 18%) as security deposit towards the fulfillment of this contract within 30 days from the date of order. It will not bear interest. In case of breach of contract, the security deposit will be forfeited by TAMIN. After successful completion of the contract the

Security Deposit will be refunded. If the successful tenderer drags TAMIN for any litigation, the expenses incurred would be deducted from this amount.

10. Period of Agreement:

Successful tenderer shall execute an agreement within 30 days from the date of receipt of intimation on acceptance of tender along with the security deposit of Rs.1,18,000/- (Rupees One lakh Eighteen thousand only)(Rs.1,00,000/- +GST 18%) for each contract. The period of contract is for a period of one year from the date of issue of order or from the date specifically mentioned in this regard. TAMIN reserves the right to extend the period of contract to the successful tenderer for an additional period of three months after the expiry of the term of the contract at the same rates already accepted. If the C and F agent fails to accept such extension, their Security Deposit will be forfeited.

11.Quantity to be handled:

- a) The approximate quantity for handling both black and colour granite blocks and finished product is as follows:-
Both granite blocks from quarries and tile /Slab / sawn blocks from factories : 3000 cbm (Approximately)

However, the contractor shall be required to do Clearing & Forwarding work irrespective of the quantity indicated.

12.Performance Guarantee:

The Clearing and Forwarding agent shall arrange to give a bank guarantee from any scheduled bank to a value of Rs.3,00,000/- (Rupees three lakh only) for each contract (Chennai port / Tuticorin port) in favour of company considering the value of materials to be handled from the stockyard and or from Factory concerned.

13. Payment:-

Payment shall be made on receipt of bills after completion of each shipment:

14. Responsibility in handling the blocks:

- i. The C & F Agent shall bear full responsibility for Clearing and Handling of dimensional granite blocks and finished products at the Chennai Port/ Tuticorin Port without damage, shortage of any other discrepancy. Any warehousing of the material after taking delivery, arising due to the preference of shipping other Cargo shall be deemed as a breach of contract and suitable action would be initiated against the C & F Agent.
- ii. The C & F Agent shall make his own arrangements for workers and provide necessary handling and other equipments at the Chennai / Tuticorin stock yard of to any destination nominated by the buyer. The C & F agent should be in a position to load the materials in the vessel before sailing of the Vessel.
- iii. Moreover, the cargo received must be arranged for immediate

loading into the vessel and shall not keep the cargo beyond a period of one month without any proper information failing which a penalty of 10% of C & F charges to be claimed.

- iv. Effective steps should be taken to get the required space allotted to TAMIN in any vessel as suggested / nominated by TAMIN.
- v. The Clearing & Forwarding Agent shall execute the following items of work towards fulfillment of the contract.
 - a) To unload and load the blocks from the lorries at the Wharf /Stock yard (i.e. situated within the Chennai / Tuticorin and also inside the Port)
 - b) To file harbour application on behalf of TAMIN.
 - c) To file shipping bill documents at the Customs and Central excise and process the papers.
 - d) To pay transportation charges to the lorry drivers who have come from different quarries immediately on unloading the granite blocks and get the amount reimbursed from TAMIN along with their Clearing and Forwarding charges.
 - e) While exporting finished goods interest payment and other charges if any, levied by customs may also be paid by the Clearing & Forwarding Agent on behalf of TMIN and reimburse the same from TAMIN along with their Clearing and Forwarding bills.
 - f) To get the blocks inspected and passed by the Customs authorities/Central Excise authorities if any.
 - g) To load all the blocks/finished products received by them on board the vessel.
 - h) To obtain the bill of lading from the steamer agents and hand it over to TAMIN.
- vi. Any export incentive (Rebate) that will be passed on to TAMIN, may also be indicated in the tender schedule.
- vii. All the connected papers with the relevant documents will be sent by TAMIN to the Clearing and Forwarding agent for processing with the Customs / Central Excise (if any) and the port trust.
- viii. The Lorries will arrive with the load from different quarries under "Freight to pay". The Clearing and Forwarding Agent should advance the lorry freight concerned on behalf of TAMIN and the amount involved may be reimbursed from TAMIN along with their Clearing and Forwarding bills. The C & F Agents should submit original delivery chalans and way permits received through lorries along with their C & F Bills.
- ix. The actual weight of blocks taken at the Port shall be taken into

consideration for making Clearing & Forwarding charges.

- x. The C & F Agent will be responsible for any claim or compensation arising out of accident or injury or death caused to their employees or to others during any of their operations in this regard.
- xi. The C & F Agent shall be responsible for any loss or damage that may be suffered by this company due to any act of negligence of the C & F Agent or his representative or his worker / labourer and the C & F Agent shall reimburse the same on demand, failing which this company shall have the right to recover the same from the Security Deposit and/or by suit.
- xii. The assessment done by the Managing Director, Tamil Nadu Minerals Limited in this regard on the loss or damage suffered shall be final and binding on the C & F Agent.
- xiii. In case of unsatisfactory performance of the contractor during the period of contract, Managing Director, TAMIL NADU MINERALS has the right to terminate the Clearing and Forwarding Contract with TAMIL NADU MINERALS, forthwith and to forfeit the Security Deposit without assigning any reasons.
- xiv. Insurance: - The C & F Agent shall provide necessary insurance to cover their workers / labourers as may be required under the Industrial Laws. They shall also abide by the provisions of the contract labour (Regulations and Abolition) Act. 1971 and the rules made there under and liable to pay any compensation for injury or death to any workman under the workmen's compensation act 1923, and of any general law.

15. Force Majeure Clause:

If during the currency of contract, the C & F Agent or any of his representatives, workers and agents are found indulging in any activity, which directly or indirectly is prejudicial to the interest of this company or found guilty of

- a) Misappropriating, pilfering or abetting this company's property or any attempt thereof
- b) Offering illegal gratification including offering a bribe, reward or advantage etc. pecuniary or otherwise to any Officer or employee of this company.
- c) Indulge in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery chalangans etc., or introduction of any liability in connection with work with this an offence punishable under Indian penal code or any other enactment, this company without prejudice to other legal rights shall have the right to terminate the contract, forfeit his security deposit and such other amounts that may be lying with this

company by way of handling bills. All losses, that may be incurred by Tamilnadu Minerals Limited, shall be recoverable from the C & F Agent.

16. Court Jurisdiction:

For the purpose of all disputes, claims arising out of this contract, the courts in chennai alone shall have jurisdiction in this matter.

17. Assignment:

The Contract is not assignable on either side.

18.. Discretion:

TAMIN reserves the right to get its material cleared and forwarded by other agents also.

19.General:

The agreement on a 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 15 days from the date of work order issued. The draft agreement will be prepared by TAMIN and sent separately after finalisation of the tenders.

20. Intending tenderers are advised to visit the TAMIN website : www.tamingranites.com and <https://tntenders.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum / amendment.

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
(To submit in Cover - I)

Tender No. 9968 /EX-1/2018

Dated:07.01.2019

The following certificate shall be furnished by the tenderers and enclosed along with the tender Cover - I

- i) I / We hereby quote the rate for Clearing and Forwarding the materials as per BOQ in the manner in which and within the time specified as set forth in the instructions to the tenderer. The tender furnished in the schedule is subject to the conditions set forth in the tender notice no 9968/EX-1/2018 dated.07.01.2019 and tender form received by me/us.
- ii) I / We hereby forward Rs.1,18,000/- (Rupees One lakh Eighteen thousand only)(Rs.1,00,000/-+GST 18%) as Earnest money deposit by demand draft and agree for forfeiture of the same by the Tamil Nadu Minerals Limited, Chennai, in case of my / our failure to undertake the contract for the items accepted by the Managing Director ,Tamil Nadu Minerals Limited, Chennai.
- iii) I / we have gone through the Tender Notice and "Instructions to Tenderers" and agree to abide by all the conditions mentioned thereon.

Station:

SIGNATURE OF THE TENDERER.
(WITH OFFICE SEAL)

Date:

ANNEXURE- 2

(Status of the Tenderer)
(To submit in Cover I)

Tender No.9968/EX-/2018

Dated:07.01.2019

1	Name and full postal address of the party with telephone/fax Nos. E-Mail.	
2	Constitution of the Company private / public limited co. / partnership / proprietorship.	
3	Normal address for communication	
4	Name and designation of officer who could be contacted for any Details/clarification.	
5	Line of business activities 1. C & F agent 2. Agent for any vessel	
6	Customs House licensed Clearing and Forwarding licence No and its validity (a) GST Regn.No.	
7	No. of years of experienced as C & F Agent	
8	Details about the stockyard owned by you.	
9	Details of machineries available at your stockyard for unloading and loading of blocks.	
10	Write up about your company's Background	
11	Any other relevant particulars	

DECLARATION

We do hereby 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 the terms and conditions of the tender.

Name and Designation

SIGNATURE WITH OFFICE SEAL.

ANNEXURE - 3

CRITICAL DATA SHEET

Publishing Date	26.01.2019
Bid Document Download/Sale Start Date	26.01.2019 from 1000 hrs
Bid Submission Start Date	26.01.2019 from 1100 hrs
Bid Submission END Date	22.02.2019 upto 1700 hrs
Last date and time of submission of original Demand Draft for tender fee & EMD	25.02.2019 upto 1400 hrs
Bid Opening Date (Cover - I)	25.02.2019 at 1630hrs
Bid Opening Date (Cover - II)	Will be intimated later on through Tamil Nadu e-Tender portal
Tender Fee	Rs.1000/- (Non refundable)
EMD	Rs.1,18,000/- (Rs.1,00,000/-+ GST 18%)

GENERAL MANAGER(FINANCE)