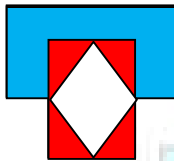


TENDER FOR TRANSPORT OF LIMESTONE FROM KLS MINE-3/4 TO ARIYALUR WORKS

Ref:-TANCEM/MM/67/TRANSPORT OF KLS MINE-3/4 LIMESTONE/2010
DT.27.08.2010

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TANCEM

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ACRONYMS USED IN THE DOCUMENT

BG	BANK GUARANTEE
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
LD	LIQUIDATED DAMAGE
SD	SECURITY DEPOSIT
TANCEM	TAMIL NADU CEMENTS CORPORATION LIMITED
LOA	LETTER OF ACCEPTANCE
R.C. BOOK	REGISTRATION CERTIFICATE BOOK
D.G.M.	DEPUTY GENERAL MANAGER

PART – A
TECHNICAL BID:

1) PREAMBLE OF TENDER

(Appointment of Transport Contractors for transport of Limestone from KLS Mine-4 to Ariyalur Cement Works)

Tamil Nadu Cements Corporation Limited, a Government of Tamil Nadu Undertaking, is having a cement Plant at Ariyalur in Ariyalur District and another cement Plant at Alangulam in Virudhunagar District with a production capacity of 5 lakhs and 4 lakhs tpa respectively. Apart from this, an Asbestos Sheet Unit is situated at Alangulam in Virudhunagar District with a production capacity of 30,000 tpa and a Stoneware Pipe Unit is situated at Vridhachalam in Cuddalore District with a production capacity of 7200 tpa. Limestone is being transported to Ariyalur Cement Works on daily basis. 2,00,000 MTs of Limestone have been proposed to be transported from our **Kallankurichi Mines-3/4** to Ariyalur Cement Works. Therefore, TANCEM proposes to appoint Transport Contractors for the year 2010-11 for transport of Limestone by inviting competitive Bids from among the reputed Fleet owners. The contract shall be valid **up to 12 months from the date of finalisation of the tender / till the entire quantity ordered is transported.**

Short Titles used in the Tender Document:

1 Successful Tenderer	Successful Tenderer means the Bidder who becomes successful through the Tender process.
2 Day	A day means a calendar day
3 Cost	Cost means the total cost to be incurred by the Transport Contractor including Tax and statutory levy.

Applicability of Tamil Nadu Transparency in Tender Act, 1998

This Tender will be governed by the Tamil Nadu Transparency in Tender Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time.

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2) **CHECK LIST:**
BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW(State YES/NO for each item)

1.	Whether the Technical Bid and Price Bid / Price Bids are submitted in separate covers and both the covers enclosed in a common envelope.	
2.	Whether envelope A contains:	
	a) Earnest Money Deposit (EMD) amount.	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents	
	d) The profile of the Company – Annexure –I	
	e) Declaration about vehicles – Part-A, Annexure-II	
	f) Letter of Authorisation for signing the Tender document.- Annexure – III	
	g) Copy of Experience Certificate obtained from the Principal.	
	h) Certified that the offer is in total conformity with Tender- Annexure – IV.	
	i) Tenderers should sign in all the pages of the Tender Documents, including the Annexures by affixing their company's seal and submit the same along with the Technical Bid, failing which the offer is liable to be rejected.	
3	Whether Envelope-B contains: PART-B – PRICE BID	

NOTE: Please ensure all the relevant boxes are marked YES/NO against each column.

IMPORTANT NOTE: Tenderers must ensure to submit all the required documents indicated in the Tender document without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

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3) **SALIENT FEATURES OF THE TENDER**

Appointment of Transport Contractors for transportation of Limestone from KLS Mine4 to Ariyalur Cement Works.

1	Tender inviting Authority , Designation and Address	The Manager (Materials), TAMIL NADU CEMENTS CORPORATION LTD., L.L.A BUILDING , SECOND FLOOR, 735, ANNA SALAI, CHENNAI – 600 002. TAMIL NADU, INDIA.
2	a)Name of the Work	Transportation of Limestone from Kallankurichi , KLS Mine-3/4 to Ariyalur Cement Works.
	b)Tender reference	TANCEM/MM/ 67 /2010, due on 18.09.2010
	c)Place of Delivery	Ariyalur Cement Unit.
	d)Rate Contract Period	The Rate shall be valid for 12 months from the date of finalisation of TENDER and extendable as per the provision of the Tender Act.
3	Tender documents available place and due date for obtaining tender	On all working days. a) From 27.08.2010 to 17.09.2010 (up to 4.00 PM) b) 18.09.2010 upto 3 PM from the address mentioned in (1). Alternatively, Tender documents can be downloaded from TANCEM's website www.tancem.com
	Cost of Tender Document	Rs 500/- per Tender Document inclusive of Taxes.
4	Earnest Money Deposit (EMD)	Rs.25,000/- by Demand Draft or Banker's cheque or irrevocable B.G.
6	Due Date, Time and Place of Submission of Tender	Due date will be upto 3.30pm on 15.09.2010 at the address mentioned in (1)
7	Date, Time and Place of Opening of Technical Bid-A	On 18.09.2010 at 4 PM at 2 nd Floor ,Tamil Nadu Cements Corporation Limited,735, Anna Salai,Chennai-600002, Tamilnadu, South India.
8	Other important criteria specified by the Tender Inviting Authority: 1. Eligibility Criteria: (a Transport Contractor) <ul style="list-style-type: none"> • Tenderer should have minimum 3 years experience as a transporter in Public Limited Company/Joint Sector/ Private Sector. • Tenderer should have minimum 5 nos. of own Tippers. • Tenderer should have minimum 5 nos. of Tie-up Tippers for a period of minimum 2 years. • Performance Certificate for minimum 3 years from the principal. • The tenderer should have completed not less than 80% of the ordered quantity in our earlier orders if any, in last 3 years. 	

4. GENERAL INSTRUCTIONS

4.1 The Tenderers are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Tenderer's risk and may result in the rejection of their bid.

4.2 Clarifications in the Tender

- a) A prospective Tenderer requiring any clarification in the Tender may address the Tender Inviting Authority by letter or by Fax. TANCEM will respond in writing to any request for clarification in the Tender.
- b) The responses to the clarifications will also be notified on TANCEM's website www.tancem.com

4.3 Amendments to the Tender

- α) TANCEM may amend the Tender Conditions upto 2 days prior to the time fixed for receipt of the Tender.
- β) Also, amendment to the tender may be given in response to clarifications by prospective Tenderers solely at the discretion of TANCEM.
- γ) Such amendments will be notified on TANCEM 's website.
- δ) TANCEM at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- ε) All the Tenderers must periodically browse TANCEM website www.tancem.com till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TANCEM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers' failure to update the bid documents based on changes announced through the website.

4.4 Language of the Tender

- a) The tender prepared by the Tenderer as well as all correspondence and documents relating to the bid shall be written in English language only.

4.5 The tender should be addressed to

**The Manager (Materials),
TAMIL NADU CEMENTS CORPORATION LTD.,
L.L.A BUILDING , SECOND FLOOR,
735, ANNA SALAI,CHENNAI – 600 002. TAMIL NADU , INDIA**

Phone: +91-44-28525461 / 71

Fax: +91-44-28523991 www.tancem.com

Email: materials@tancem.com

4.6 Any offer made in response to this tender when accepted by TANCEM will constitute a contract between the parties.

4.7 No Guarantee is given by TANCEM as to any definite volume of work that may be entrusted to Transport contractor during the currency of the contract and TANCEM does not accept any liability on this core.

4.8 CORPORATION NOT BOUND BY ANY PERSONAL REPRESENTATION

The Successful Tenderer shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of the Corporation.

4.9 MEMBERS OF THE CORPORATION NOT INDIVIDUALLY LIABLE.

No Director or official or Employee of the Corporation shall, in any way, be personally bound or liable for his / her acts or obligations of the Corporation under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

4) ELIGIBILITY CRITERIA

The Tenderers should meet the following Eligibility Criteria for participating in the tender and the proof for the Eligibility should be furnished along with the Technical Bid.

Sl.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1.	Tenderer should have minimum 3 years experience as a Transporter in Public Limited Company/ Joint Sector/Private Sector.	Copy of the experience certificate along with Work Order copy, obtained from the Principal.
2.	Tenderer should have minimum 5 nos. of own Tippers.	Xerox copy of R.C. Book and current Insurance Certificate copy
3.	Tenderer should have minimum 5 nos. of Tie-up Tippers for the contract period.	Tie-up Agreement for the contract period in Rs.20 judicial stamp paper. Xerox copy of R.C. Book and current Insurance Certificate copy.
4.	The tenderer should have completed not less than 80% of the ordered quantities in the previous orders if any in last 3 years.	If so, the percentage of completion should be indicated.

6) DETAILS OF QUANTITY TO BE TRANSPORTED

Sl.No	Description	MTs
1	Transportation of Limestone from KLS Mine-4 to Ariyalur Cement Unit	Approximately 2,00,000 MTs per Annum

The above quantity is to be transported from KLS Min44 to Ariyalur Cement Works, for a period of 12 months. The contract is extendable as per provisions of the Tender Act.

7) TENDER COST AND EMD

7.1. Cost of Tender Document:

- a) The cost of Tender document is Rs.500 inclusive of Tax. The Tender document is not transferable to any other Tenderer.
- b) The Tender document cost may be paid either by Cash or Demand Draft in favour of "Tamil Nadu Cements Corporation Ltd", payable at Chennai, Tamilnadu.
OR
- c) The Tender document can be downloaded free of cost from TANCEM Web-site – www.tancem.com

7.2. EMD Amount and Mode of Submission:

- a) An EMD amount of Rs.25,000/- should be paid along with Technical Bid by way of Demand Draft / Banker's cheque /irrevocable B.G.(B.G with a validity of one year) drawn in favour of "Tamil Nadu cements corporation Ltd" payable at Chennai.
- b) The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time.
- c) The EMD amount held by TANCEM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
- d) The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
- e) Tenders without EMD amount will be rejected by TANCEM as non-responsive.
- f) The EMD amount shall be forfeited:

If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit.

7.3. Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its tender and TANCEM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

8. SUBMISSION OF TENDER

Submission of Tender: Two-cover system will be followed:

1 General Instructions:

a) The Tender proposes two stage tender system viz. **(1) Technical Bid** and **(2) Price Bid**. The first stage enables the Tender Inviting Authority to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bids of Tenderers who failed in the first stage will not be opened.

b) The bids should be submitted in two envelopes viz.

Envelope-A: Technical Bid / PART - A

Envelope-B: Price Bid/Price Bids/ PART - B

c) Both the covers must be sealed separately and superscribed with Tender number, due date and name of the work on the respective covers. These two covers should be enclosed in a separate cover and addressed to the Tender Inviting Authority.

2 Details to be furnished in the Envelope-A Technical Bid:

a) Crossed Demand Draft / Bankers' cheque/irrevocable bank guarantee towards EMD amount.

b) Profile of the Company -Annexure-I

c) Authorisation letter (Annexure-II) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorisation will not be considered for further processing.

d) The Tenderers shall furnish as part of the bid, documents establishing the Tenderers eligibility to bid and their qualifications to perform the Contract if their tender is accepted.

e) All the required documents for Eligibility Criteria and other documents wherever insisted in the Tender.

f) The Tenderers should have the financial, technical and manpower capability necessary to perform the contract.

The documentary evidence of the Tenderer's qualifications shall be established to the satisfaction of TANCEM.

3. Signing of Bids

a) The bids shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to bind the Tenderer to the Contract. **Tenderers are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**

- b) Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.
- c) The rates shall be quoted by the Tenderer in figures as well as in words. Where there is any difference between price quoted in figures and words, the lowest rate among the two shall prevail.

4.Details to be furnished in the Envelope-B Price Bid:

- α) Firm Rate must be quoted only in the Price Bid Form (Please see the "**PART-B- PRICE BID**"). The rates should include all the expenses and taxes payable by the Transport Contractor.

5 Mode of Submission:

- a) Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover, sealed and must be superscribed "**Tender for appointment of Transport Contractors for transportation of Limestone from KLS Mine-4 to Ariyalur Cement Unit**". It shall be addressed to The Manager (Materials), Tamil Nadu cements corporation Ltd., 735 Anna Salai, Chennai-600002, Tamilnadu, South India.
- b) The Tender must be dropped in the Tender box kept at Tamil Nadu cements corporation Ltd., 735 Anna Salai, Chennai-600002, Tamilnadu, on or before the due date/time.
- c) Alternatively, the Tenders must reach TANCEM on or before the due date and time by registered post/courier. TANCEM will not be liable or responsible for Postal/Courier delay, if any.
- d) The Tenders received after Due Date and Time or Unsealed or Incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily rejected.

A Tender once submitted shall not be permitted to be altered or amended.

9. JURISDICTION

Subject to the above Clause, it is hereby agreed that Courts at Chennai City have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Tamil Nadu in force.

10) Service of Notice:

Any notice hereunder may be served on the Successful Tenderer by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Tenderer having been duly informed.

11) OPENING OF TENDERS

1 Tender Opening:

- a) Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorisation letter from the bidder for attending the Tender opening. Not more than two representatives for each Tenderer would be allowed to take part during the bid opening process.
- b) Envelope-A containing Technical Bid would be opened first. Eligibility Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) The date, time and venue of opening the Price Bid will be intimated separately.
- e) Tenders non compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.

2 Period of Validity of Tenders

- a) Tenders shall remain valid for a period of 180 days from the date of opening of the tender. If the tender validity is shorter than 180 days, the tender will be rejected as non-responsive.
- b) Within the validity period of the offer, the bidder is not permitted to make any upward revision in the rate or withdraw his offer. In case of the withdrawal of offer or revision of rates as stated above the EMD amount will be forfeited.
- c) In exceptional circumstances, TANCEM may solicit the Tenderer's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. If EMD is provided in the form of Bank Guarantee, it shall also be suitably extended.

12. TENDER EVALUATION CRITERIA:

The evaluation of Tenders will be done by TANCEM as detailed below:

1. Technical Bid evaluation.

Tenderers will be eligible for further processing only if they fulfil the following criteria

- a) Compliance with the eligibility based on the experience as per the clause 5 and capability requirements.
- b) Payment of cost of tender document.
- c) Compliance with the eligibility Criteria indicated in page numbers 5 and 7.

TANCEM will prepare a list of Tenderer based on the compliance of detailed and company profile as given in Tender form. The Tenders, which do not conform to the Tender conditions and do not have adequate capabilities for transportation shall be rejected. The Eligible Tenderers alone will be considered for further evaluation.

2. PRICE BID EVALUATION :

Opening of Envelope-B Price Bid:

Tenderers who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. The technically qualified Tenderers alone will be informed of the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Tenderers or their authorised representatives who choose to be present. The decision of TANCEM will be final in this regard.

Determination of the Lowest Evaluated Rate:

In determining the Lowest evaluated rate, all the factors in "B" Bid will be considered (as per Tamil Nadu Transparency in Tender Act) or taken into account to determine the L-1 rate.

13) NEGOTIATION

TANCEM reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. TANCEM also reserves the right to negotiate with other Tenderers to match the negotiated L1 price, strictly according to the Tamil Nadu Transparency in Tender Rules 2000.

14) ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with TANCEM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by TANCEM, the Tenderer shall have no right to withdraw his Tender or claim higher rate. The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

c) After acceptance of the Tender, TANCEM would issue Letter of Indent/ Acceptance (LOA) only to the Successful Tenderer(s). TANCEM also reserve the right to issue Work Orders to more than one Tenderer under rate contract. The invitation of Bids, the terms and conditions of Tender, Offer of the Tenderer and Letter of Acceptance issued by TANCEM along with any amendment issued prior to signing of contract shall constitute the Contract between the Transport Contractor and TANCEM.

15)PAYMENT OF SECURITY DEPOSIT (SD):

The Security Deposit payable by the successful Tenderers will be 5% of the total contract value. After adjusting the EMD towards Security Deposit, the balance Security Deposit has to be paid by way of Demand Draft or Bank Guarantee for one year within 7 days from the date of issue of Letter of Indent.

The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

16. SCOPE OF THE WORK

The selected Transport Contractor has to arrange Tipper to move Limestone from KLS Mine-4 to Ariyalur Cement Works to on instructions to be issued by the Deputy General Manager of Ariyalur Cement Works or his nominee. Quantities to be moved may vary from time to time and no guarantee regarding the quantity to be moved can be given. Tenderer selected for appointment as Transport Contractor will each be allotted a certain Tonnage to be transported daily and instructions issued in this regard should be complied with immediately without fail. In case of default, penalty will be levied as per the Tender conditions.

16.1 Transporting Operations

- a. The selected Transport Contractor should arrange Tipper for transportation of limestone from KLS Mine-4 to Ariyalur Cement Unit designated by the Unit officials then and there.
- b. The Transport Contractor should provide sufficient Tippers for transportation of minimum quantity of 12,000 MTs limestone per month to be fixed by the unit.
- c. The Tonnage in each Truck load of limestone will be generally governed by Motor Vehicles Act.

- d. If the selected Transport Contractor fails to transport the material within the time fixed by the Head of the Unit or his nominees on any occasion, Tamil Nadu Cements Corporation Ltd. will be entitled to entrust this work to some other person at the risk and cost of the Tenderer. The Tenderer will be liable for any loss which TANCEM may sustain on this incidence and on account of failure to provide required number of Tipper for clearing the quantity ordered, but the Transport Contractor shall not be entitled for any savings.
- e. In case of disposal of stock en-route before reaching the original destination indented or delivering the goods to other party for the purpose of retail sales/consumption, the freight amount for the particular road will not be paid to the erring contractor in addition to the penalty indicated. Criminal action will be initiated against the defaulter.
- f. The road distance from KLS Mine4 to Ariyalur Cement Unit will be fixed by taking into account the shortest available road route from KLS Mine-4 to Ariyalur Cement Unit and the decision taken by the Management of Tamil Nadu Cements Corporation Ltd. in this regard will be final and binding on the Contractors.
- g. The Transport Contractors who do not lift at least 50% of the offered quantity in a month, can be terminated and made ineligible to participate in future Tender.
- h. During the tenure of the contract, if the Transport Contractors or their authorised acting agents indulging and act against the Corporation interest causing production loss, despatch loss to our Corporation on account of their activities by refusing to accept the orders given by the Unit Heads and if anyone of the Transport Contractor found to be misconduct, mis-behaviour during the contract period, TANCEM reserves the right to terminate the contract besides imposing Penalty as decided by the Unit Head.
- i. At loading point, consignment will be loaded in to the Tipper/s in the presence of the contractor or his authorised representative by TANCEM. Acknowledgement of the contractor or his authorised representative will be obtained for having handed over the consignment in good condition with correct weight.
- j. Tenderer shall have to ensure safe delivery of the materials.

16.2 PERFORMANCE

- a. If the performance of the Successful Tenderer is found to be not satisfactory, TANCEM reserves the right to cancel the order placed with the

Tenderer and to entrust the work to any other Contractor at the risk and cost of the Successful Tenderer. If the performance of the Transport Contractor is not found to be satisfactory, TANCEM reserves the right to appoint other Contractor along with Successful Tenderer for speedy completion of the work. In either event, the works so entrusted to other contractor will be at the risk and cost of the Successful Tenderer and the Successful Tenderer will be liable to compensate the entire expenditure/ loss, if any incurred by TANCEM. TANCEM also have the right to recover these losses from the Security Deposit of the Successful Tenderer and the decision of the Corporation in this regard will be final and binding on the Tenderer.

b. The performance of the existing Transport Contractor during the previous contract period, will be taken up for determining the eligibility of the Tender.

17. RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor is fully responsible for the materials to be delivered upto the delivery point.

b. It is the responsibility of the Contractor to place the vehicles as per the orders of DGM, Ariyalur unit or by the officers designated by him for loading of limestone.

c. Along with other documents like Delivery Challan, etc., the weighment slip obtained from any or nearby electronic weighbridge should be submitted. The material on receipt will be weighed at our weighbridge at the Cement Unit also. The capacity of weighbridge at Ariyalur is only 80 MT. If the capacity of the weight exceeds 80 MT, it should be weighed in any weighbridge nearer to the Unit and the weighment slip should be submitted. Bill payment will be made based on the weight whichever is less of the above.

d. Necessary tools and other accessories required for this work shall be arranged by the Contractor at their cost.

e. Working hours in the site, holidays, shift operation, etc. should be taken into consideration before quoting the rate. After taking the contract, any excuses by the Tenderer on the above working conditions, will not be accepted by us for non-fulfilment of the contract.

f. Non-availability of labourers, vehicles, sudden increases in the hire charges of the vehicles during the contract period will not be accepted as reasons for non-fulfilment of the contract or for increase in the quoted rate.

g. The rate quoted by the Tenderer should be firm and no variation should be allowed during the contract period. However, if there is any increase in the

diesel price due to statutory levies or increase in the price by Government proportionate increase in rate will be allowed as per the formula given below.

h. In case more tonnage over and above what has been allotted to the Transport contractor is required to be moved on any particular day of days 24 hours notice will be given by the Unit head of his authorised representative and the contractor shall arrange such additional Tipper as required.

i. The materials shall be allowed to enter into Ariyalur unit as directed by the Unit DGM on all working days. It is the responsibility of the Transport Contractor to ensure that materials reaches our unit as per the delivery schedule given by TANCEM.

18. DIESEL PRICE VARIATION:

In the event of any increase/decrease in the rate of diesel for every 5% increase or decrease at a stretch, the transport rate will be increased/decreased proportionately by 1% taking the prevailing rate of I.O.C on the date of opening the Tender. No variation in transport rate is effected for any increase or decrease in the diesel price less than 5%.

The Successful Tenderer should carry out the unloading the materials at site with the directions of TANCEM Units. The above work should be undertaken without any objection.

19. PENALTY

a. If the performance of the Transport Contractor is not satisfactory, the Management reserves the right to levy any penalty which may include the cancellation of the Contract itself without assigning any reason, on giving 7 days Notice.

b. The Transport Contractor should place the Tipper for transport of limestone on daily basis as per the schedule of movement issued by the DGM, Ariyalur or his nominees. Failure to clear the quantity allotted / ordered the following penalty will be levied.

i) Succeeding day upto 10 hours no penalty;

ii) Exceeding 10 hours upto 24 hours – penalty is 0.25% on the basic cost of the limestone.

iii) Thereafter, per day penalty is 0.5% on the basic cost of Limestone.

c. The Corporation reserves the right to initiate any such action as deemed fit and necessary which include suspension/termination of the contract, if the ordered quantity as per the schedule is not cleared within 5 days.

d. In case of non-delivery of consignment in full or in part, value of material will be recovered with 100% penalty.

20. PAYMENT TERMS

- a. Payment towards transport charges for the quantities delivered by the Transport Contractor will be made within 15 days (Fifteen days) from the date of submission of bills and acceptance of the above by the Unit for the actual quantities delivered as per our delivery instructions.
- b. No advance payment will be made towards transport charges. The selected Tenderer/Tenderers can submit the bills of transport charges after completing movement of materials.
- c. The bills presented shall be substantiated with the acknowledgements issued by the concerned Head of the Department of the Unit, for having received the materials in good condition.

21. QUALITY

The consignments handed over at the loading point should be delivered on the same condition without any deterioration of quality/quantity during Transit and the materials should be good quality at the time of delivery of materials. In the event of noticing manipulation of quality/quantity, action will be taken against the erring Transport Contractors which include not only seeking compensation on the loss sustained by the Corporation but also termination of the Contract.

22. FORFEITURE CLAUSE

The Corporation is at liberty to forfeit or adjust the Security Deposit amount either in full or in part on any violation of this Agreement or for any loss and also to claim further damages, if any sustained by the Corporation after adjustment of Security Deposit.

23. INSURANCE AND LOSS:

- a. The Transport Contractor should cover all insurance including Third Party towards the above Contract and no liability whatsoever is to be claimed from the Corporation.
- b. Once materials are loaded and documents are handed over to the contractor, it will be the responsibility of the Transport Contractor to make prompt delivery. He shall hold himself liable for any loss of goods due to theft/pilferage/fire/road accidents/ breakages/spillages, etc. enroute

including loss that may arise out of strike, lock outs, riots and civil commotions.

c. In case of break-down of lorries enroute, the Contractor should immediately arrange for transportation of stock into other lorries. Such transshipment will be at the risk and cost of the Transport contractor and also to inform to the party and Unit office immediately. Any spillage or loss due to such transshipment should be made good by the Forwarding Agent at the risk fixed by the Corporation from time to time.

24. SUBLETTING OF THE CONTRACT

The Transport Contractor shall not subject to transfer or assign or sublet the contract. In the event of noticing such act the contract will be cancelled and TANCEM is not responsible for any loss suffered by the Forwarding Agent.

25. SPECIAL CONDITIONS

a) Any notice hereunder may be served on the contractor by Registered post at his latest known address, proof of issue of any such notice should be conclusive of the contractor having been duly informed.

b) Management reserves the right to add, cancel or delete or change anyone or all of the terms and conditions as deemed fit and necessary without assigning any reasons.

c) The contract shall be governed by the Laws of the Union of Indian in force from time to time.

d) The contractor shall nominate a representative who should take instructions from the Unit head or from an officer authorised by him about the day to day work in respect of the contract.

e) This Tender covers all the Rules and Regulations of the Tamil Nadu Transparency in Tender Act 2000.

f) In case, the work is not completed within the stipulated period as per our work order TANCEM will entrust the work to some other party as prescribed in Rule 31 of TN Transparency Tender Act, 2000.

g) The Tenderer is solely responsible for the safe custody of the equipment and Tenderer is not entitled to claim any amount towards damages of the equipment or otherwise.

h) Any repairs for the equipment should be borne by the Tenderer at their cost. Corporation is not responsible for the idle time of the equipment or repairs due to break down and no hire charges will be paid during such duration.

i) While moving limestone from KLS Mine3/Mine4, the Tenderer has to follow the safety aspects of Mines Safety and to see that the terms and conditions of Mines Safety while in transit should be strictly ensured and adopted.

26. Work Order:

After successful execution of the Agreement and payment of Security Deposit, Firm Work Order will be issued for transportation of limestone from KLS Mine 3 / Mine 4 to Ariyalur Cement Unit.

27. DEVIATIONS

No deviations will be allowed from the tender terms and conditions. Tenders with deviation will be summarily rejected. The Tenderer has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format on Annexure-IV.

28. RELEASE OF EMD:

The EMD amount paid by the Successful Tenderer will be adjusted towards part of Security Deposit payable by him. The EMD amount of the unsuccessful Bidder will be refunded after finalisation and issue of firm Work Order to the Successful Tenderer.

29. RELEASE OF SD:

The Security Deposit will be refunded to the Successful Tenderer on completion of the entire work, subject to satisfaction of TANCEM.

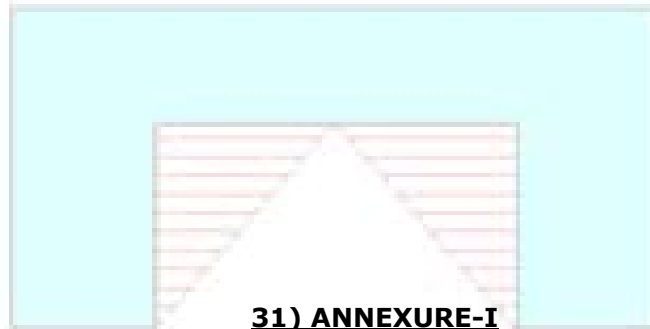


30. ARBITRATION:

a) All matters relating to any dispute which may arise during the execution of the Contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. In the case of failure, the dispute shall be referred to the Award of two Arbitrations, one to be appointed by buyer and the other by the supplier. The two Arbitrators shall appoint an Umpire in advance of their consideration of any point of dispute. The decision of the Arbitrator in the case of former and that of the Umpire in the case of latter shall be final and conclusive and binding on both the parties. The provisions

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of the Indian Arbitration Act, 1996 and the Rules made there under and any statutory modification thereof shall be deemed to form a part of Contract.

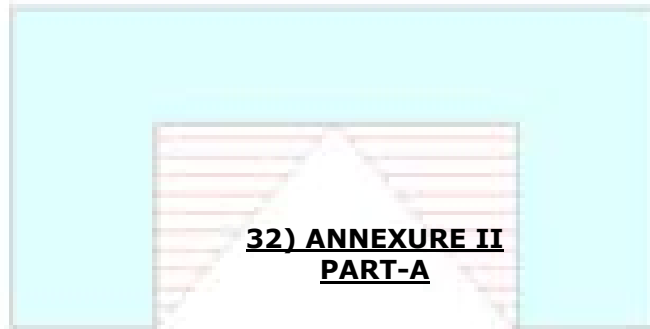


31) ANNEXURE-I
DETAILS TO BE PROVIDED

PROFILE OF THE BIDDING ORGANISATION

The Bidder shall furnish the following details for information please:

- 1) Name of the Organisation
- 2) Nature of the Organisation: Public Ltd/Private Ltd
- 3) Year of Incorporation
- 4) Address of the Office with phone, fax & email address.
- 5) Permanent Account No.



32) ANNEXURE II
PART-A

Declaration about Tippers owned/held against tie up arrangement

I -Details of Owned:

S.No.	Regn.No.	Make	Capacity	Ownership Details.
1.				
2.				
3.				

4.

5.

II – Details of Tie-up:

S.No. Regn.No. Make Capacity Agreement made with whom

1.

2.

3.

4.

5.

Signature of the Tenderer with his Office Seal

33) ANNEXURE-III
FORMAT FOR AUTHORISATION LETTER

To

The Manager (Materials),
Tamil Nada Cements Corporation Limited,
735, Anna Salai,
Chennai-600 002.

We hereby authorise(type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with TANCEM against Tender Ref.: TANCEM/ MM/ 67 / TRANSPORT OF KLS MINE-4 LIMESTONE /2010 dt. 27/08/2010. We understand that this Authorisation letter is only for the purpose of enabling the authorised person to

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sign the Tender Document for submission and subsequently negotiate with TANCEM on behalf of the Company.

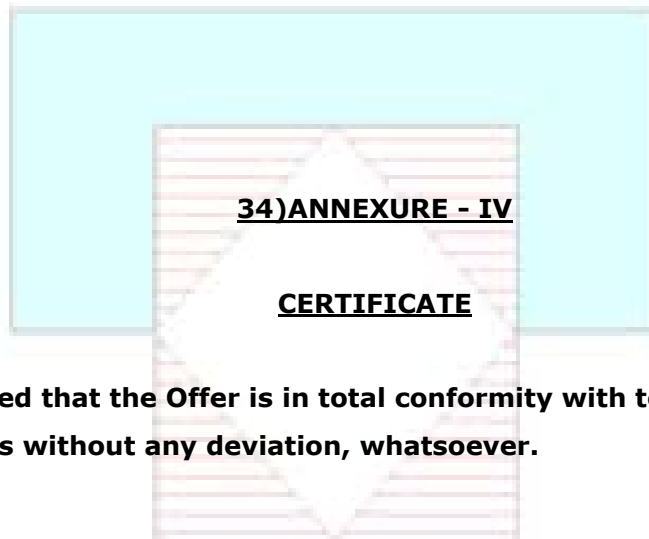
(Signature for and on behalf of the Company)

Place:

Date :

Note:-

- a. Competent Authority of the Transport Contractor should issue letter of Authority.
- b. Signature of the Authorised person should be attested



Certified that the Offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Signature of the Tenderer

Full Name

TANCEM

Designation

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Bidder's signature with seal

Seal of Company



ANNEXURE-V

35)PART -B PRICE BID

TENDER NO. TANCEM/MM/ 67/2010

DUE ON 18.09.2010

TRANSPORTATION OF LIMESTONE FROM KLS MINE-3/4 TO

ARIYALUR CEMENT UNIT

TOTAL QUANTITY TO BE TRANSPORTED : 2,00,000 MTs PER ANNUM

Description	Rate per M.T. Rs.
Transportation charges	
Taxes, if any	
Total cost	

NOTE: SERVICE TAX WILL BE BORNE BY TANCEM

**Signature of the Tenderer
with date and Seal**



TANCEM