



**THE STATE TRADING CORPORATION OF INDIA LTD**  
(A GOVT. OF INDIA ENTERPRISE)  
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

**BRANCH OFFICE: "STC TRADE CENTRE", A-29, Thiru-Vi-Ka Industrial Estate, Guindy,  
CHENNAI 600 032.**

**Notice Ref No: STC/CHN/COAL/TM/2017-18/03**

**DT 28.11.2017**

**TRADE MARGIN TENDER - SELECTING THE BACKUP SUPPLIER FOR ONWARD PARTICIPATION IN TANGEDCO'S TENDER REF. NO. TANGEDCO/17-18/ET/50 DATED 14.11.2017 FOR THE SUPPLY OF 20.00 LAKH TONNES OF IMPORTED STEAM COAL OF ANY ORIGIN FOR THE PERIOD FROM DECEMBER 2017 TO APRIL 2018 (KAMARAJAR PORT (ENNORE) / KARAIKAL PORT AND VOC PORT/TUTICORIN) WHICH IS CLOSING ON 06.12.2017 AT 1400 HRS - REG.**

Against the subject enquiry floated by TANGEDCO, the suppliers of IMPORTED STEAM COAL OF ANY ORIGIN are invited by STC for participation in said enquiry of TANGEDCO as our backup supplier on the following terms & conditions:

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Interested suppliers are requested to quote their highest trade margin for supply of **20.00 LAKH TONNES OF IMPORTED STEAM COAL OF ANY ORIGIN FOR THE PERIOD FROM DECEMBER 2017 TO APRIL 2018 (KAMARAJAR PORT(ENNORE) / KARAIKAL PORT AND VOC PORT/TUTICORIN)** for onward participation in TANGEDCO tender as per the TANGEDCO tender details given below for the purpose of selecting the backup supplier. Those who offer the highest rate of trade margin shall be nominated as back-up supplier and STC shall be participating in the said tender. A separate price quote shall be called by STC for finalizing the back-up supplier. The selected back up supplier shall quote the price to STC for onward participation in TANGEDCO tender. The selected back-up supplier should agree and abide all terms and conditions of TANGEDCO tender and should indemnify STC from any cost, claims etc. for the said supply by signing a back-to-back agreement.

The tenderers, on their own interest, should ensure that all the documents required for further participation in TANGEDCO tender are furnished at the time of tender participation.

Tenders not able to submit the relevant documents shall be summarily rejected.

TANGEDCO/STC reserve the right to reject any or all tenders at its own discretion without assigning any reason whatsoever and TANGEDCO is not responsible for postal or any other delay in submission of bid on due date and in time.

**Tenderers may offer their trade margin to STC along with the name of CHA and Transporter. The successful supplier shall be selected based on the highest Trade Margin received and based on their offered price STC shall participate in TANGEDCO's coal tender after adding our Trade Margin.**

<b>Name of the Company with full address</b>	<b>Trade Margin for STC in % (Nett to STC)</b>
<b>Name &amp; Address of the CHA</b>	
<b>Name &amp; Address of the Transporter</b>	

**Note:**

- 1. We have also read and understood the terms and condition of the TANGEDCO tender ref. No. TANGEDCO/17-18/ET/50 DATED 14.11.2017 published on TN Government Tender website for better clarification.**
- 2. We agree to all the terms and conditions as per the TANGEDCO tender ref. No. TANGEDCO/17-18/ET/50 DATED 14.11.2017.**

**INSTRUCTIONS TO THE TENDERERS:**

A. The Trade Margin Quotation should be submitted through CPP using Class – II/III Digital Signature and Certificate through Central Procurement Portal (CPP) for supply of **20.00 LAKH TONNES OF IMPORTED STEAM COAL OF ANY ORIGIN FOR THE PERIOD FROM DECEMBER 2017 TO APRIL 2018 (KAMARAJAR PORT(ENNORE) / KARAIKAL PORT AND VOC PORT/TUTICORIN)** for and on behalf of STC to Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) against the trade margin quotation tender ref. No. **STC/CHN/COAL/TM/2017-18/03 dated 28.11.2017**, which is closing at 1000 hrs on 04.12.2017. The quotation received against the enquiry will be opened on 04.12.2017.

**B. VALIDITY OF THE BID**

The selected successful back-up supplier based on the highest quoted trade margin should keep their price offered to STC for participating in the TANGEDCO limited tender, valid for a period of 90 days from the date of opening of the TANGEDCO price bids. In exceptional circumstances, STC may solicit the bidder's consent for an extension of the period of the validity based on TANGEDCO request. The request and response thereto shall be made in writing.

**C. EARNEST MONEY DEPOSIT AND TENDER PARTICIPATION FEES BY THE SELECTED BACK-UP SUPPLIER :**

The selected back-up supplier has to submit EMD to STC through RTGS/NEFT payment in the following bank account before participating in TANGEDCO tender i.e. before 1200 hrs on 05.12.2017

BANK : Indusind Bank  
Account No. : 200999528664  
BRANCH : NUNGAMBAKKAM  
IFSC Code : INDB0000007  
ADDRESS : NO.3 VILLAGE ROAD, NUNGAMBAKKAM, CHENNAI-600034

D. Payment Terms shall be as per the TANGEDCO Terms and Conditions. All expenses, including port, CHA, transportation etc. shall be to the account of the supplier.

# **TENDER TERMS AND CONDITIONS AS PER TANGEDCO TENDER**

## **INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN**

### **e-TENDER AND e-REVERSE AUCTION**

#### **1. Bidding Process:**

The entire bidding process is divided into two stages – Stage I and Stage II. Stage I bidding will be through e-tender and Stage II bidding will be through e-reverse auction.

#### **2. Process of e-tender:**

The e-tender shall have two covers - Techno-Commercial Bid (Part 1) and Price Bid (Part 2). The bidder must fill up both the Part 1 and Part 2 of e-tender before making final submission. During tender opening, the Techno-Commercial bids will be opened electronically on specified date and time as given in the tender document.

The Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as Technically Qualified Bids and the respective bidders shall be known as Technically Qualified Bidders.

The Technically Qualified Bidders shall be invited to participate in the e-reverse auction on the stipulated date and time. Such invitation will be sent to the registered email address of the Technically Qualified Bidders and no separate intimation shall be sent. Hence bidders are advised to provide their correct email addresses during registration and keep checking their mails. Non receipt of email will not entitle any bidder to lodge any claim and no complaint in this regard shall be entertained.

#### **3. OPENING OF PRICE BIDS OF E-TENDER:**

Price bids received from only Technically Qualified Bidders in e-tender will be opened electronically after completion of the e-reverse auction process.

#### **4. During the bid submission in e-tender, Vendors are instructed to use Attach Docs button to upload documents. Multiple documents can be uploaded.**

***The bidder should note that only a file which is “attached” with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation.***

***The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender.***

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). MSTC/TANGEDCO reserves the right to call for

additional copies or other documents for the purpose of bid evaluation, if deemed necessary. Such documents shall have to be submitted by the bidder within the time provided for submission.

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id.

The Bidders may note that the Technical Bid and the Price Bid submitted in e-tender will be encrypted by the MSTC's own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

The Bidder has an option to edit Technical Bid and Price Bid as many times as it wishes till the final submission.

For further assistance please follow instructions of vendor guide.

If after making Final Submission of e-tender and before the scheduled closing time for Bid submission a bidder wishes to make changes in its Bid, it can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the registered email id of the bidder acknowledging the deletion. The bidder will be able to save and submit its new Bid again. If a bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing.

If after final submission of Bid and before the scheduled closing time for Bid submission a bidder wishes to withdraw its bid, it can do so by clicking the "Withdraw Bid" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit its Bid against the same e-tender.

All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender. 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 (Digital Signature Certificate).

Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**

##### **5. Bidding in e-tender & Reverse auction:**

- a) Bidder(s) need to submit necessary EMD well in advance before preferably by 12.00 hrs on due date of submission, taking into account the transfer time of the amount from bank to the account of the TANGEDCO. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by TANGEDCO.
- b) During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done immediately before clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
- c) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled

up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender and e-reverse auction process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender and e-reverse auction 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 Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
- h) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Bids with value upto two decimal points are permitted.
- i) TANGEDCO/MSTC reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the tender specification is acceptable. Submission of bid in the e-tender / e-reverse auction by any bidder also confirms his acceptance of terms & conditions for the tender.
- k) The e-reverse auction process shall remain open for bid submission for a pre-declared period and shall be subject to auto extension of bid closing time by **five minutes** from the last bid time if any bid is received in the last five minutes.
- l) The prevailing / current lowest bid will be displayed on the bidding screen during the course of e-reverse auction and all subsequent bids shall have to be quoted lower than the prevailing / current lowest bid. The minimum decremental value shall be USD 0.01.
- m) 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 / e-reverse 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.
- n) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction to avoid any mistake. Bids once submitted can't be recalled.
- o) The bids in the e-reverse auction will be on total cost i.e CIF and the details of the price break up of the successful bidder needs to be given by e-mail to [vasanti@mstcindia.co.in](mailto:vasanti@mstcindia.co.in) within 30 minutes after the close of the e-reverse auction.
- p) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT and the tender specification No. Coal 53 dated 14.11.2017.
- q) No deviation to the technical and commercial terms & conditions is allowed.

## 11. CERTIFICATE REGARDING NO DEVIATION

No deviation, whatsoever, is permitted by TANGEDCO, to the provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration.

The bidder is required to furnish a certificate as per Schedule -B, indicating their compliance to the bid documents provisions and uploaded.

Further, any deviations, if any found elsewhere in the Bid, save that pertaining to any rebates / discounts offered shall not be given effect to.

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**Check List for documents to be uploaded during submission of bids in e-tender**

**The documents should be signed and stamped (wherever applicable),  
properly scanned, uploaded and attached with the e-tender**

Sl. No.	Document
1	GST Registration Certificates and PAN CARD copy
2	Latest VAT/CST/GST (as applicable) clearance certificates & Proof of Latest payment of Income Tax
3	Scan copy of the RTGS/NEFT/eRemittance copies in proof of remittance of Earnest Money Deposit showing the name of the bidder, amount, UTR No./Money Transfer no. with date and time
4	If EMD is exempted, Undertaking as per Schedule-A should be submitted as mentioned in clause 3.4 of Section II of Coal-53/14.11.2017. The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-600 001 before 17.00 hrs on 6.12.2017.
5	Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No.Coal-53 dated 14.11.2017. – Schedule- B. The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-600001 before 17.00 hrs on 6.12.2017.
6	Tenderer's experience in supply of imported steam coal (Schedule-C), Proof for successful execution of supplies in the form of Certificate in Original from the consumer for quantity of imported coal supplied and satisfactory performance should be furnished ( Schedule –D/Schedule E1 &E2 as applicable).The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
7	The documentary evidence for turnover in the form of audited annual Financial Statements or a statement of turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof. The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
8	Letter from mine owner - Schedule-F. The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
9	Process Compliance Statement - Schedule – G. The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
10	"TENDER FORM" - Schedule - H The Original should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
11	Tender Specification No. 53 dated 14.11.2017 alongwith corrigendum if any, with seal and signature on all pages by the holder of POA
12	Scanned copy of the POA duly notarized. The Original Notarised PoA should be submitted to Regional Manager, MSTC Limited, 69 Armenian Street, Chennai-1 before 17.00 hrs on 6.12.2017.
13	Any other relevant documents as required in the tender document.

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## **SECTION – I**

### **INVITATION TO BID**

TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD. SUPPLY OF IMPORTED STEAM COAL OF ANY ORIGIN GLOBAL COMPETITIVE BIDDING THROUGH E-TENDER CUM REVERSE AUCTION

#### **1.0 Introduction :**

TANGEDCO is using imported coal to make up for the shortfall in supply of indigenous coal to its Thermal Power Stations in the State of Tamil Nadu. TANGEDCO has proposed to procure total quantity of 20.00 Lakh Tonnes of imported steam coal of any origin (14.00 lakh Tonnes +/- 3% shipping tolerance to Kamarajar Port(Ennore)/Karaikal Port and 6.00 Lakh Tonnes +/-5% shipping tolerance to VOC port/Tuticorin) for the period from December 2017 to April 2018 in order to meet the shortfall in supply of indigenous coal to meet the generation target for the thermal stations of TANGEDCO. The option for delivery of consignments at Karaikal Port instead of Kamarajar Port (Ennore) shall be exercised by the purchaser and not by the seller.

#### **2.0 SPECIFICATION NO: COAL – 53, Dt. 14.11.2017**

#### **3.0 Shipping Tolerance:**

For VOC Port/Tuticorin: +/- 5%

For Kamarajar Port (Ennore)/Karaikal Port : +/- 3 %

TANGEDCO only has the option of exercising the shipping tolerance.

#### **4.0 COST OF BID DOCUMENTS (NON – REFUNDABLE)**

<b>Cost of Specification</b>	<b>Firms in Tamil Nadu or Outside Tamil Nadu</b>	<b>Firms Outside India</b>
If obtained in person	Rs.10000/-	Rs.11400/- or USD 173
If required to be sent by post	Rs.10300/-	Rs.15000/- or USD 228

#### **5.0 EARNEST MONEY DEPOSIT:**

Rs. 12,00,00,000 (Rupees Twelve Crores only) for bidders from India or USD 1,822,323/- (US Dollars One Million, eight hundred and twenty two thousand, three hundred and twenty three only) for bidders outside India.

## 6.0 SCHEDULE FOR RECEIPT AND OPENING OF BIDS :

A	Date & Time of Commencement of Download/ Sale of Tender Specification	10.30 Hrs on 18.11.2017
B	Date and Time of Closing of Download/ Sale of Tender Specification	17.00 Hrs.on 04.12.2017
C	Due Date and Time for Submission of Techno - Commercial bid and Price bid in the e-procurement platform of MSTC at <a href="http://www.mstcecommerce.com/epr/ochome/mstc">www.mstcecommerce.com/epr/ochome/mstc</a>	<b>Submission</b> : 1400 Hrs. on 06.12.2017 <b>Opening</b> : 1530 Hrs. on 06.12.2017

## 7.0. BID QUALIFICATION REQUIREMENT:

(i) Tenderer should have supplied **5.00 Lakh Tonnes** of imported steam coal of any origin directly or through Public Sector Undertakings to any of the Public and/or Private Power Utilities and/or Public/Private industrial units in India in any one of the preceding three financial years **i.e. 2014-15, 2015-16 and 2016-17**. The details of supply shall be furnished as per Schedule-C. Documentary proof in the form of copy of purchase orders placed on the tenderers and the proof for successful execution of the same in the form of Certificate in Original from the consumer for quantity of imported coal supplied and satisfactory performance should be furnished.

(ii) Tenderer should have turnover of **Rs.300 Crores** in any one of the preceding three financial years (i.e. **2014-15, 2015-16 and 2016-17**). The documentary evidence of audited annual Financial Statements or a statement of

turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof.

(iii) The tenderer should have a valid tie-up with mine owners till the completion of the contract which should be evidenced by support letter in Original from the mine owner as per the format attached (Schedule- 'F' - FORMAT FOR THE LETTER FROM THE MINE OWNER). The detailed specifications of Coal offered against this tender should be furnished in the above support letter.

(iv) The offers not satisfying the Bid Qualification Requirements will be summarily rejected.

### **8.0 CONSORTIUM:**

The bid shall not be submitted by Consortium.

### **9.0 SALE OF BID DOCUMENT:**

Bid document can be obtained by remitting the cost either by cash or by presenting a crossed Demand Draft / Banker's Cheque drawn in favour of the "TANGEDCO collection account" payable at Chennai, noting the Specification No. at Cash Section, Accounts Branch, 7<sup>th</sup> Floor, TANGEDCO's Head Office at Chennai, Tamil Nadu in India and furnish the receipt issued by Cash Section of TANGEDCO, to the Superintending Engineer/Mech/Coal, II Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600002, Tamil Nadu, India, with a requisition for the Bid document furnishing the complete postal address. Please note that payment by cheque or money order will not be accepted. TANGEDCO will not be responsible for any loss of documents sent by post.

Bid documents can also be downloaded from the Web site of TANGEDCO / TANTRANSCO websites [www.tangedco.gov.in](http://www.tangedco.gov.in), [www.tantransco.gov.in](http://www.tantransco.gov.in) or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or from MSTC's website [www.mstcecommerce.com/eprochome/mstc](http://www.mstcecommerce.com/eprochome/mstc) free of cost.

The qualifying requirement to participate in the above tender can also be seen from the web site of TANGEDCO/TANTRANSCO websites [www.tangedco.gov.in](http://www.tangedco.gov.in), [www.tantransco.gov.in](http://www.tantransco.gov.in) or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or from MSTC's website [www.mstcecommerce.com/eprochome/mstc](http://www.mstcecommerce.com/eprochome/mstc) free of cost.

CHIEF ENGINEER/MECH/COAL

TAMIL NADU GENERATION &  
DISTRIBUTION CORPORATION LTD.  
II FLOOR, NPKRR MAALIGAI,  
144, ANNA SALAI, CHENNAI –  
600 002.

Fax No. (91) (44) 28525659  
Telephone:28520010, 28520131 Extn:2393

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## **SECTION II**

### **GENERAL INSTRUCTIONS TO TENDERERS**

Guidelines and instructions to tenderers for submission of tender for supply of total quantity of 20.00 Lakh Tonnes of IMPORTED STEAM COAL of any origin (Kamarajar Port (Ennore) /Karaikal Port and VOC Port/Tuticorin)

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#### **1.0 GENERAL INSTRUCTIONS:**

1.1 The Tamil Nadu Generation & Distribution Corporation Ltd., having its registered Office at 144, Anna Salai, Chennai-600002 (hereinafter referred to as "TANGEDCO/Purchaser") invites Bids under open tender system through e-tender cum reverse auction to supply total quantity of 20.00 Lakh Tonnes of imported Steam coal of any origin (14.00 Lakh Tonnes +/-3% shipping tolerance to Kamarajar Port (Ennore)/ Karaikal Port and 6.00 Lakh Tonnes +/-5% shipping tolerance to VOC port/Tuticorin), with delivery period from December 2017 to April 2018. TANGEDCO only has the option of exercising the shipping tolerance.

1.2 The tender will be processed online through E-procurement System and Reverse e-auction. The bidder shall submit his response through bid submission to the tender on E-procurement platform only at MSTC's website **[www.mstcecommerce.com/eprochome/mstc](http://www.mstcecommerce.com/eprochome/mstc)** as no other forms of submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

1.3 The following methodology would be adopted for evaluation:

- a) Techno-Commercial Bid is to be filled in separately in given formats & attached. The required and mandatory formats are available in the Tender Document in the e-portal.
- b) Price Bid is to be filled in the e-portal in the relevant web page enabled for the bidders. Price bid will be opened only after reverse auction.
- c) The start price will be given on the live auction floor at the time of commencement of reverse auction. The minimum bid decrement for the e-auction and the date, time and the e-platform for reverse auction will be communicated to the eligible bidders who qualify for the techno-commercial requirements by email by the Service Provider.

- d) After closing of the reverse auction, the Price Bids in the e-portal will be opened. The opening of price bids will be informed to the qualified bidders by email.
- e) The lowest offer received either through reverse auction or the price bid obtained through e-tender, whichever is lower, will only be considered for lowest evaluated price.

1.4 The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for Reverse Auction (e-auction) and Process Compliance Statement carefully and attach the signed Process Compliance Statement along with the Techno-Commercial Bid in e-procurement portal of M/s MSTC [www.mstcecommerce.com/eprhome/mstc](http://www.mstcecommerce.com/eprhome/mstc).

All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexures and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

1.5 List of documents to be submitted electronically for techno-commercial bid on or before 1400 Hrs on 06.12.2017:

- i) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ e-Remittance of EMD)
- ii) Schedule –A:If EMD is exempted as per clause No.3.4 of Section II
- iii) Schedule – B : Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No.Coal-53 dated 14.11.2017. (Filled up Schedule-B to be uploaded as scanned copy of Original duly signed by the holder of Power of Attorney)
- iv) Schedule – C: Tenderer’s experience in supply of imported steam coal (Filled up Schedule-C to be uploaded as scanned copy of Original duly signed by the holder of Power of Attorney)
- v) Documentary proof in the form of copy of purchase orders evidencing fulfillment of Bid Qualification requirement 7(i) of Section I of the Tender Specification No.Coal-53 dated 14.11.2017 (scanned copy of authenticated purchase orders)
- vi) The proof for successful execution of supplies evidencing fulfillment of Bid Qualification requirement 7(i) of Section I of the Tender Specification No.Coal-53 dated 14.11.2017, in the form of Certificate in Original from the consumer for quantity of imported coal supplied and satisfactory performance should be furnished (If the bidder is direct/ High Seas Sale supplier, the scanned copy of Original Certificate from the consumer as per Schedule-D to be uploaded. If the bidder has supplied the coal through any Public Sector Undertaking (PSU), then the scanned copy of the Original consumer certificate issued to PSU (Schedule-E1) along with scanned copy of the Original Performance

certificate from the concerned PSU to the tenderer as per schedule-E2 to be uploaded.)

- vii) The documentary evidence for BQR 7(ii) of Coal 53 dt. 14.11.2017 i.e. turnover in the form of audited annual Financial Statements or a statement of turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof. (scanned copy of Original)
- viii) The documentary evidence for BQR 7(iii) of Coal 53 dt. 14.11.2017, i.e. Schedule – F: Letter from Mine Owner (Filled up Schedule-F to be uploaded as scanned copy of Original)
- ix) Schedule – G Process Compliance Statement (scanned copy of original duly signed by the holder of the PoA)
- x) Schedule - H "TENDER FORM", (scanned copy of original duly signed by the holder of the PoA)
- xi) Bidders shall furnish any other additional information in support of their experience in import of Steam coal for the years (i.e. 2014-15, 2015-16 & 2016-17).
- xii) Scanned Copy of Original authenticated and stamped Power of Attorney for the person signing, preparing the bids, submitting the bids (e-tender & reverse auction) and for execution of the contract as stipulated in clause No.24.0 to 24.4 of Section III of tender Specification No. Coal 53 dt. 14.11.2017
- xiii) Scanned copy of page-wise endorsed tender specification bearing No.Coal-53 dt.14.11.2017 towards acceptance of all terms & conditions.

**1.6** Price Bid to be submitted on or before 1400 Hrs. on 06.12.2017 online Annexure I under Section V may be referred for the Lots and price break up details. **PRICE BID TO BE SUBMITTED BE ONLINE ONLY FOR BOTH THE LOTS i.e. LOT NO.1:**

**KAMARAJAR PORT(ENNORE )/KARAIKKAL PORT AND LOT NO.2:  
VOC PORT(TUTICORIN)**

**Note: The C&F price and Marine Insurance premium to be given in US Dollars/MT in the relevant Headers in the price bid module online. The marine insurance premium shall not exceed 0.05 USD/MT.**

**1.7** Each attachment shall not exceed 10 MB in size.

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

**1.9** All information in the tender offer shall be in English only. Uploaded Documents should not contain interlineations, erasures or overwriting.

**1.10** The tender offer shall contain full information asked for in the tender specification and in the annexures together with the related drawings, leaflets, literature etc.

**1.11** Bids received after the due date and time as set out in the "Invitation to Bid" will be summarily rejected.

**1.12 MSTC/TANGEDCO** reserves the right to accept any bid or reject any bid or all bids or cancel/withdraw "Invitation to Bid" without assigning any reason for such decision. Such decision by MSTC/TANGEDCO shall not be subject to question by any bidder and MSTC/TANGEDCO shall bear no liability of any kind whatsoever, consequent upon such a decision.

**1.13** The scope of supply, the bidding procedure and the terms and conditions of the contract are brought out in this Tender document. The bidder should quote to cover the entire scope of supply as per bidding procedure with their specific confirmation to the terms and conditions indicated in this tender document. The bidding procedure is stipulated in the Terms & Conditions for Reverse auction Process Compliance Statement attached as Schedule – G, which shall be signed as a token of acceptance and uploaded along with other tender documents.

**1.14** Tenderer shall bear all cost associated with the preparation and quoting and the purchaser will in no case be responsible or liable for any of the costs.

**1.15** Tender should be submitted through e-portal only.

**1.16** The Originals of the documents attached/ uploaded as per Cl. 1.5 above, in the e-tender in a sealed envelope should reach to Regional Manager, MSTC Limited, SRO , Leelavathi Building -2<sup>nd</sup> Floor, No. 69 Armenian Street, Chennai-600001 latest by 17.00 Hrs on 6.12.2017, failing which the bidder is liable to be disqualified.

**1.17** MSTC/ TANGEDCO will not be responsible for any delay in respect of the tender offer.

**1.18** The sale/ Downloading of the Tender documents to a prospective bidder, shall not mean that he is considered qualified.

**1.19** Tender received by FAX/E – Mail will not be accepted.

**1.20** The tender clauses of this tender document is fully governed by Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

## **2.0 BID CURRENCY**

The bid should be quoted only in USD per Metric Tonne.

## **3.0 EARNEST MONEY DEPOSIT (EMD)**

3.1 The Earnest Money Deposit should be paid as mentioned in Serial No.6 of the Foreword, before the due date and time of opening the tender in e-portal and



documentary proof for having paid the EMD amount shall be uploaded along with the tender documents. The EMD amount is Rs. 12,00,00,000 (Rupees Twelve Crore only) for bidders from India or USD 1,822,323/- (US Dollars One Million, eight hundred and twenty two thousand, three hundred and twenty three only) from bidders outside India.

**3.2 The EMD offered shall be paid through RTGS/NEFT/E-REMITTANCE.**

**EMD should be remitted to**

**Name of the Beneficiary:**

**Chief Financial Controller/General/TANGEDCO**

**Address:144, Anna Salai, TANGEDCO Ltd./Chennai,  
Tamil Nadu. Pincode:600 002**

**Beneficiary Account No: 0305002100153163 Name of the  
Bank: Punjab National Bank, LCB,781-785,Rayala Towers,  
Anna Salai, Chennai-600002**

**IFC code of Beneficiary branch:PUNB0030500**

**MICR code of the bank branch: 600024012 SWIFT**

**CODE: PUNBINBBXXX**

**3.3** Departments of the Government of Tamil Nadu and Undertakings and Corporations owned by Government of Tamil Nadu, Labour Contract Co-operative Societies within Tamil Nadu are the only categories Institutions/Industries exempted from the payment of Earnest Money Deposit.

**3.4** The Tenderers who are exempted from payment of EMD shall furnish in lieu of EMD an undertaking in a non-judicial stamp paper of value not less than Rs.80.00 (Rupees Eighty only) in the form as per Schedule (A) of this Specification, failing which their tender offer will not be opened. Tender will not be opened if the undertaking is not properly signed /authenticated in all the pages.

**3.5** The others viz. Central and State Govt. Departments, Undertakings, Corporations outside the state of Tamil Nadu shall have to pay EMD.

**3.6 The necessary Earnest Money Deposit through RTGS/NEFT/E-REMITTANCE or an undertaking in lieu of exemption of EMD as specified in clause 3.0 to 3.5 of Section-II shall be furnished by the tenderers.**

**3.7** The EMD shall be submitted without any precondition to TANGEDCO.

**3.8** The EMD furnished will be forfeited if

- i) the bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.
- ii) the bidder violates any of the conditions of the tender specification.

- iii) the bidder fails to remit the Security Deposit as stipulated after acceptance of the tender.
- iv) the bidder revises any of the terms quoted during the validity period.
- v) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
- vi) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.
- vii) the bidder does not accept the correction of arithmetical errors as indicated in clause no:4.4 of Section II (Commercial).

However the changes if any, proposed by the purchaser in the scope of this tender is not agreeable to the bidder, then it will not be considered as withdrawal of Bid.

**3.9** If the successful Bidder fails to acknowledge the Letter of Acceptance (LoA)/DRAFT P.O. and /or fails to furnish the security deposit for contract performance Guarantee as specified in the tender documents within 30 days from the date of letter of Acceptance (LoA)/DRAFT P.O. then the EMD will be forfeited.

**3.10** The EMD of all the bidders except that of the successful bidder will be returned by TANGEDCO after the acceptance of Award of the Contract to the successful Bidder. The EMD will be refunded to the unsuccessful tenderers on application to the Chief Engineer/Mech/Coal, Chennai after intimation of the rejection/non-acceptance of their tender. The EMD amount will be refunded to the unsuccessful bidder in the same currency in which it was remitted to TANGEDCO.

**3.11** Bid not accompanied with EMD in accordance with the above conditions will be summarily rejected by TANGEDCO.

**3.12** No interest will be payable by TANGEDCO on the above EMD.

#### **4.0 SUBMISSION OF BIDS UNDER E-TENDER CUM REVERSE AUCTION SYSTEM**

**4.1** The entire bidding process is divided into two stages - Stage I and Stage II. Stage I bidding will be through e-tender and Stage II bidding will be through e-reverse auction.

#### **4.2 TECHNO-COMMERCIAL STAGE:**

Tenderers must submit their Techno-commercial and Price bids in E-procurement portal on or before 1400 Hrs on 06.12.2017. Techno-commercial Bid is to be filled separately in specified formats as stipulated in clause no.1.5 of Section II. Techno-commercial bid should contain the Qualifying data, Techno Commercial terms & conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements as mentioned in clause No.7 i to iii of Section I of the tender specification Coal – 53 dated 14.11.2017 should be attached as scanned copies of Originals in the e-portal. Initially the Techno-Commercial Bid will be scrutinized and those who qualify in the Techno-commercial Bid, satisfying the BQR conditions and all the tender conditions, will only be considered for REVERSE E-AUCTION Stage. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for reverse auction stage and for opening of price bids. The tenderers, on their own interest, should ensure that all the documents required are furnished both electronically and physically (of the uploaded documents) wherever applicable. Tenders received without the relevant documents would summarily be rejected.

#### **4.3 PRICE BID STAGE:**

At the price bid stage, MSTC would adopt the following procedure to evaluate the tender.

- i. Reverse auction would be conducted on date and time intimated to all the eligible bidders satisfying BQR and techno-commercial criteria.
- ii. The C&F Price in USD/MT and the Insurance premium in USD/MT is to be filled in the relevant fields of the forms on the live auction floor of the e-portal.
- iii. Reverse auction will be conducted with an Opening price (floor price) to be decremented by minimum decrement value. The date and time of e-auction will be communicated to the eligible bidders.
- iv. After closing of the reverse e-auction, MSTC will open the Price Bids in the e-procurement portal. The date and time of opening of price bids will be informed to the qualified bidders.
- v. The lowest evaluated offer received through reverse e-auction or the price bid obtained through e-portal, whichever is lower, will only be considered as lowest evaluated offer.

#### **4.4 FINAL EVALUATION OF SUCCESSFUL BIDDER:**

For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving at the evaluated price:

- i) The quoted price will be corrected for arithmetical errors to the advantage of the TANGEDCO.
- ii) If there is a discrepancy between words and figures, the lower of the two will prevail.
- iii) If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD forfeited.
- iv) The quoted insurance premium will be taken as it is, if it is less than 0.05 USD/MT or it will be limited to 0.05 USD/MT, if it is greater than 0.05 USD/MT.
- v) The final evaluated price will be arrived after taking into account the factors mentioned in clause no:4.4 i) to iv) above.
- vi) The tenderer whose evaluated CIF price is the lowest among reverse e-auction and price bid shall be treated as the L1 bidder.
- vii) The Lowest evaluated CIF price will be considered separately for Kamarajar Port(Ennore) /Karaikal Port and VOC Port/Tuticorin. The lowest evaluated CIF price for Kamarajar Port(Ennore) /Karaikal Port will be the lowest price of the tender for the scope of supply to Kamarajar Port(Ennore) /Karaikal Port. The lowest evaluated CIF price for VOC Port/Tuticorin will be the lowest price of the tender for the scope of supply to VOC Port/Tuticorin.

**4.5** MSTC/TANGEDCO reserves the right to reject any or all tenders at its own discretion without assigning any reason whatsoever and MSTC/ TANGEDCO is not responsible for postal or any other delay in submission of EMD/bid on due date and in time.

## **5.0 CLARIFICATION OF DOCUMENTS AND SPECIFICATION:**

**5.1** The tenderer is required to carefully examine the specification and the required documents and be fully aware of all the conditions which may in any way affect the supply of coal or the cost thereof. If any tenderer finds omissions in the specifications and documents or is in doubt as to the true meaning of any part, the bidder shall at once request by e-mail for an interpretation/clarification to the General Manager (Technical), MSTC Limited, Kolkata. Such a request for clarifications shall reach the above officer 72 hours before the due date and time of bid submission through email to [vvasanti@mstcindia.co.in](mailto:vvasanti@mstcindia.co.in) and cc to [arajamanickam@mstcindia.co.in](mailto:arajamanickam@mstcindia.co.in). General

Manager (Technical), MSTC Limited, Kolkata will upload reply(ies) containing interpretations and clarifications for such written requests for clarifications after getting the relevant details from TANGEDCO. The consolidated reply to the queries will be made available as Corrigendum to the relevant NIT 48 Hrs before end of online bid submission of the tender. After receipt of such interpretations and clarifications, the tenderer may submit his offer but within the due date and time as specified. All such interpretation and clarification shall form a part of the tender specification.

**5.2** Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the TANGEDCO.

**5.3** It will be the responsibility of such tenderer to be fully aware of all local conditions and other factors which may have any effect on the execution of supply of coal covered under this specification and documents.

**5.4** It must be understood and agreed that all such factors are properly investigated and considered before submitting the offer. No claim for financial adjustment to any contract awarded under these specification and documents will be permitted by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted

by the purchaser, which are based on the lack of such clear information or its effect on the execution of supply of coal to the tenderer.

**5.5** No change in price or substance of the offer shall be permitted.

**5.6** The opening date and time for the reverse e-auction and the price bid will be intimated to the eligible tenderers after scrutiny of the Techno Commercial Bid. No changes, amendments which materially alter the tendered prices shall be permitted after opening of the tender.

## **6.0 INFORMATION REQUIRED AND CLARIFICATIONS:**

**6.1** To assist in the examination, evaluation and comparison of tender offers, MSTC may, at its discretion ask the tenderer for clarification of his offers/documents. All response to requests for clarification shall be sent by e-mail and to the point only.

**6.2** MSTC will examine the tender offers to determine whether they are complete, and any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

**6.3** Prior to the detailed evaluation, MSTC will determine the substantial responsiveness of each offer to the bidding documents. A substantially responsive

offer is one which conforms to all the terms and conditions of the specification without any deviation.

## **7.0. REJECTION:**

Tenders will be summarily rejected if

- i) The EMD requirements are not complied with,
- ii) The Bid Qualification Requirements as per Section – I Clause No.7(i to iii) of this specification are not satisfied.
- iii) The Bids received after the due date and time as set out in the “Invitation to Bid”
- iv) Not quoted for the price basis parameters specified by TANGEDCO.
- v) Bids Submitted by consortium.
- vi) The bidder does not accept the correction of arithmetical errors as indicated in clause no:4.4 of Section II.
- vii) The bidder does not quote for the entire scope of supply of this tender (BOTH THE LOTS).

Tender is liable to be rejected if it is:

- a) not in prescribed form
- b) received by telex, Fax, Telegram or E-mail.
- c) with validity period less than that specified in this specification.
- d) not in conformity with TANGEDCO's Technical Specification and is not given as complete system but only as part.
- e) incomplete and ambiguous.
- f) not signed by the tenderer.
- g) received from a tenderer whose Past Performance or vendor rating is not satisfactory.
- h) received from the blacklisted contractor or firm.
- i) received from a tenderer who is directly or indirectly connected with Government services or TNEB LTD./TANTRANSCO /TANGEDCO's services or service of local authority.
- j) from the tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section-23 or 15 of the sick Industrial Companies Act 1985. Failure to supply this information in Schedule - H “TENDER FORM”, will make the tender liable for rejection.
- k) not giving clear and specific acceptance in respect of the clause no:12 of Section III under the heading: Liquidated Damages.
- l) not giving clear and specific acceptance for Process Compliance Statement (Schedule – G) of the tender process.
- m) bogus or contains false particulars/ information in the documents produced along with the offer.

## **8.0 POLICY FOR BIDS UNDER CONSIDERATION**

**8.1** Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by MSTC/TANGEDCO to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, MSTC/TANGEDCO and /or his employees/representatives on matters related to the bids under consideration. MSTC/TANGEDCO, if necessary, will obtain clarification on the bids as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**8.2** Mere submission of any tender offer connected with these documents and specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against MSTC/TANGEDCO for rejection of his offer. MSTC/TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against MSTC/ TANGEDCO.

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## **SECTION – III**

### **COMMERCIAL**

#### **1.0 PRICES:**

1.1 The Seller should quote in the e-portal, the C&F price (Cost of coal + Ocean freight) and Marine Insurance premium on the specified price basis parameters separately for Kamarajar Port(Ennore) /Karaikal Port (LOT 1) and VOC Port,Tuticorin (LOT 2) for the coal having quality specified in the Technical specification and also submit the Price online only for both the lots in the e-portal.

1.2 The CIF price is inclusive of Cost of coal, Ocean freight, Marine Insurance premium, all vessel related port charges and all other incidental expenses such as pilotage and berth hire charges, light dues, harbour dues, duty assessment (provisional and final), clearing & forwarding charges, other taxes, and other charges if any at Port of discharge.

1.3 The price should be FIRM for the entire scope of the supply.

1.4 The price quoted shall include the current rate of Taxes & Statutory levies, if any, applicable.

1.5 The prices quoted shall be in US Dollar per Metric tonne only.

1.6 The stevedoring charges and cargo related wharfage charges at the Discharge Port will be borne by TANGEDCO.

1.7 The price accepted above is also inclusive of all rights (if any) of Patent, Registered Design or Trade Mark, Royalty and the seller shall indemnify the purchaser against all claims in respect of the same.

#### **2.0 CUSTOMS DUTY:**

**2.1** The seller shall engage Custom House Agent (CHA) for valuation of customs duty, assessment (**provisional and final**), customs clearing and forwarding of the shipments delivered at the Discharge Ports free of cost to TANGEDCO. The seller is responsible for evaluation of appropriate duty for each consignment.

The provisional customs duty will be paid by the TANGEDCO to the customs authorities through the Seller/Seller's authorized Custom House Agent (CHA) only after the receipt of the following documents:

- a) Provisional Commercial Invoice/ High Seas Sale Invoice based on the load port sampling and analysis report and load port draft survey report.
- b) High Seas Sale agreement, if applicable.
- c) Copy of Original Bill of Lading or Non-negotiable copy of Bill of Lading
- d) Copy of Load port Certificate of Sampling & Analysis.
- e) Copy of Certificate of weight at Load port.



- f) Copy of Draught survey Certificate at Load port.
- g) Copy of Shipping advice.
- h) Certificate of Origin issued by the Country of Origin or any other authority authorized by the Govt. of Country of Origin to issue the same. In addition to this, if the Govt. of India notifies any prescribed format in respect of Certificate of Origin or/and any other documents for availing any concession on Customs duty, Integrated Goods & Service Tax, cess etc., the same should be produced by the seller **mandatorily**.
- i) Copy of Certificate of insurance.
- j) Authenticated Charter party agreements evidencing despatch/demurrage rate of vessels.

In case of delay in furnishing the above documents, any detention charges/any other charges incurred will be to the account of the Seller.

**2.2** The seller while evaluating the duty through the Custom House Agent (CHA, is responsible to extend concession of customs duty, Integrated Goods & Services Tax, cess etc. and any other benefits, if any, as per the notifications issued from time to time by the Ministry of Finance/Department of Revenue/Govt. of India by producing the necessary documents in prescribed format along with shipping documents. Otherwise the excess duty, if any incurred will be deducted from the 95% payment bills raised by the seller as mentioned in the Clause no: 6.3 of this section.

**2.3** The applicable customs duty paid by TANGEDCO would be limited only to the actual quantity delivered as per draft survey weight at Discharge Port or as per clause no:12 (d) of Section IV and quality as per sampling and analysis results at Discharge Port or as per clause no:12 (d) of Section IV or as per clause no:5.7 of Section IV, if samples are referred to CPRI/CFRI. In case of difference in quantity or quality in the Discharge Port weighment / sampling & analysis results compared to Load Port weighment/ sampling analysis results, the excess customs duty, if any, paid by TANGEDCO shall be recovered from the 95% payment bills raised by the seller as mentioned in the Clause no: 6.3 of this section.

**2.4** On the other hand, if the quantity and/or quality of coal as per Discharge Port analysis results is more than that of the Load Port analysis results, then the additional customs duty, if demanded by the Customs during final assessment, shall be borne by TANGEDCO. But any interest or other extra expense in lieu of this additional customs duty, if any, shall be deducted from the 5% payment at

the end of the contract if final assessment is completed within that time. Any excess customs duty due to assessment/valuation error, audit findings, negligence of the Custom House Agent (CHA) engaged by the seller etc. will be deducted from either 95% payment, 5% payment or even at later date of occurrence of such findings whichever is later. Since completion of final assessment by Customs department will take more than one year, the seller, at the time of releasing of balance 5% payment, shall furnish an undertaking that any interest or other extra expense in lieu of additional customs duty if the quantity and/or quality of coal as per Discharge port analysis results is more than that of the Load Port analysis results and any additional customs duty due to assessment/valuation error, audit findings, negligence of the Custom House Agent (CHA) etc., will be borne by the seller even if the duty demand arises at a later date.

### **3.0 VALIDITY OF THE BID**

**3.1** The Bid should be kept valid for a period of 90 days from the date of opening of the Techno-Commercial bid. In case any bidder quotes a lower validity period than that called for, his offer is liable for rejection. In exceptional circumstances, TANGEDCO may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing.

### **4.0 EVALUATION AND COMPARISON OF TENDER OFFERS:**

**4.1** The tender offers received and accepted will be examined whether they conform to all the terms and conditions of the specification without material deviation.

### **4.2 PRICE BASIS PARAMETERS OF IMPORTED COAL:**

The bidders shall quote the CIF price for the following price basis parameters:

**Gross Calorific Value (Air Dried Basis): 6000 Kcal/Kg**

**Total Moisture (As Received Basis): 15%**

**Ash content (Air Dried Basis): 6%**

**Sulphur (Air Dried Basis) : 0.60%**

Note: The offers of bidders who quote for price basis parameters other than those mentioned above shall be summarily rejected.

### **5.0 METHOD OF INVOICING:**

**5.1** Materials shall be invoiced initially for payment of provisional customs duty based on the draught survey weight and sampling and analysis taken at the load port. Final

invoice shall be raised based on the draught survey weight and sampling and analysis at Discharge Port.

**5.2** The weighment and sampling and analysis shall be carried out by the internationally accredited independent inspection agency mutually accepted by the purchaser and the Seller. Different agencies should be nominated for load port and discharge port. The sampling and analysis and weighment cost shall be to the Seller's account.

## **6.0 PAYMENT TERMS:**

**6.1** Seller shall raise manually signed invoice vessel-wise for CIF price and any other Service Charges, Service Tax etc..

The C & F price payable shall be worked out based on the certificate of Sampling and Analysis results at Discharge Port or as per Clause no:5.7 of Section IV, if the samples are referred to CPRI/CFRI or as per Clause no:12 (d) of Section IV and weighment as per Draught Survey weight at Discharge Port or as per weight which is binding for payment purpose as per clause no:12 (d) of Section IV, after applying Price Adjustment for Penalties for Gross calorific value and weight correction for Total moisture, Ash and penalty for Sulphur, if any, as per clause 7.1 (i to v) or clause no:8 (i to iii) of Section IV(Technical).

The insurance charges will be paid at actuals not exceeding 0.05 USD/MT. In case of belated supplies, CIF Invoice value in USD shall be adjusted for exchange rate variation, if any, as per clause 6.6 of Section III and for liquidated damages as mentioned in clause no:12 of Section III. In case the seller happens to be an intermediate trader between the purchaser and the foreign supplier the provisions of the clause no:6.7 of Section III shall also be applicable.

**6.2** Payment will be made in US DOLLARS for Foreign supplier and in INDIAN RUPEES for Indian supplier.

**6.3** 95% of the invoice value shall be paid through Irrevocable Letter of Credit (L/C) in US Dollars/ Indian Rupees after adjustment for liquidated damages, exchange rate variation, if any and after adjustment of excess customs duty paid, if any, due to non-submission of required documents, if any, as per clause 2.2 of Section III and/or due to short delivery and/or lower quality based on Discharge Port analysis results compared to Load Port analysis results as per clause no:2.3 of Section III and dues, as per clause 12 (d) Section IV, in case of transportation by trucks. The balance 5% of the invoice value shall be paid directly against bills at

the end of the contract, after adjustment of dues as mentioned in clause no: 2.4 of the Section-III and other dues, if any, to TANGEDCO.

**6.4** Irrevocable Letter of Credit for 95% of CIF Value will be opened in US Dollars for Foreign supplier in Foreign Bank considering the foreign exchange rate prevailing at the time of opening or in Indian Rupees for Indian supplier in any Nationalized / Scheduled / Commercial Bank. However the Letter of Credit will be opened only after obtaining the Security Deposit from the Seller and acceptance of the same by the Purchaser. Bank charges towards opening of the Letter of Credit shall be borne by the respective parties. If Letter of Credit is extended for reasons not attributable to TANGEDCO like delay in delivery etc., the bank charges incurred by the purchaser for extension of the Letter of Credit shall be borne by the Seller. Any extra bank charges incurred by purchaser due to discrepancies in documents or for any other reasons attributable to the seller, shall be to the account of the seller.

**6.5** The Letter of Credit will provide payment for 95% of CIF Value vessel wise against the following documents drawn in English.

- a) 3 sets of Original Clean on Board Ocean Bill/s of Lading.
- b) Signed Final Commercial Invoices in quadruplicate (2 Originals + 2 Copies) for the Quantity of coal received as per the draught survey at Discharge Port or as per clause 12 (d) of Section IV, in case of transportation by trucks and Quality based on sampling and analysis carried out at Discharge Port or as per Clause no: 5.7 of Section IV, if the samples are referred to CPRI/CFRI or as per clause no: 12 (d) of Section IV. The invoices should also be adjusted for liquidated damages as per Clause no: 12 of Section III & for exchange rate variation if any as per clause no: 6.6 to 6.9 of Section III and excess customs duty paid, if any. Commercial Invoice should be certified by the purchaser. The invoice will be certified by the purchaser (TANGEDCO), upon submission of it by seller before forwarding it to Bank for payment.
- c) Certificate of weight as per draught survey at load port in triplicate (2 Originals + 1 copy).
- d) Certificate of weight as per draught survey at Discharge Port in triplicate (2 Originals + 1 copy).
- e) Certificate of sampling and analysis at Load port and Discharge Port in triplicate (2 Originals + 1 copy), containing the value of Gross Calorific Value (Air Dried Basis), Total Moisture (As Received Basis), Ash content (Air Dried Basis), Sulphur

(Air Dried Basis) and Volatile Matter (Air Dried Basis), and size of coal and other parameters specified in clause 6.1 of Section IV.

- f) Certificate of Origin (1 Original + 2 Copies) issued by the Country of Origin or any other authority authorized by the Govt. of Country of Origin to issue the same. In addition to this, if the Govt. of India notifies any prescribed format in respect of Certificate of Origin or / and any other documents for availing any concession on Customs duty, Integrated Goods & Service Tax, cess etc., the same should be produced by the seller **mandatorily, if not produced at the time of provisional assessment.**
- g) A certificate in quadruplicate (2 Originals + 2 Copies) that Four non-negotiable copies of Bill of Lading, Invoice and other Load Port documents have to be furnished to the purchaser within 5 working days from the date of Bill of Lading.
- h) Copy of cable/fax advice of shipment in quadruplicate (2 Originals + 2 Copies).
- i) Original Marine Insurance certificate/Policy (1 Original + 2 Copies).
- j) Documentary proof for exchange rate applicable for payment made by the seller to the foreign supplier, in case of seller being an intermediate trader.

#### **6.6. Exchange rate variation for belated supplies:**

If the seller happens to be the foreign supplier who sells the cargo directly to the purchaser on CIF basis, exchange rate variation for US dollars within the accepted delivery schedule shall be to the account of the purchaser. In case of belated supplies, if the rupee value depreciates from the scheduled date of supply as per delivery schedule to the actual date of supply, then the amount of foreign currency i.e USD payable shall be determined by the following formula: Payment to be made in USD = Total CIF invoice value in USD after adjustment

$$\text{of Penalties X } \frac{\text{SBI Bill selling exchange rate as applicable on the Scheduled date of supply}}{\text{SBI Bill selling exchange rate as applicable on the actual date of supply}}$$

In case of belated supplies, if the rupee value appreciates from the scheduled date of supply as per delivery schedule to the actual date of supply, then the payment to be made in USD will be limited to the total CIF invoice value in USD after adjustment of Penalties.

Note: Scheduled date of supply would be taken as the last day of the month specified in the month-wise delivery schedule specified in Clause 8.1 of this Section or

subsequent modifications issued, if any. Actual date of supply shall be taken as the date of completion of discharge of the said consignment, which has been delayed.

#### **6.7 Exchange rate variation if the seller is an intermediate trader:**

In case the seller happens to be an intermediate trader between the purchaser and the foreign supplier and the supplies are within delivery schedule, the foreign exchange rate prevailing on the date of payment by the seller to their foreign supplier shall be taken for payment purpose for 95% payment through Letter of Credit. The exchange rate for 5% payment through bills shall be taken as the foreign exchange rate prevailing on the date of 5% payment by the seller to their foreign supplier or at the exchange rate applicable for 95% payment, whichever is less. Documentary evidence shall be produced by the seller for having made payment to their foreign supplier showing also the exchange rate prevailing on the date of payment by the seller to their foreign supplier. If the supplies are belated supplies, the above condition shall become applicable in addition to the correction in invoice value made for belated supplies as per clause 6.6 of Section III.

#### **6.8 VARIATION IN TAXES, DUTIES, STATUTORY LEVIES BEYOND THE DELIVERY SCHEDULE:**

In case of delayed delivery the following terms shall also apply.

**6.9** In case of supply made beyond the delivery schedule/modified delivery schedule, if any, the statutory levies/taxes/duties prevailed on the scheduled date of supply or actual date of supply, whichever is less alone will be admitted.

#### **7.0 INSURANCE:**

**7.1** Marine Insurance to cover risks for the consignment of coal during transit from load port to Discharge Port until the cargo is delivered at the Discharge Port shall be arranged by the seller at his cost and included in CIF price. However, the insurance premium payable to seller will be actual but limited to 0.05 USD/MT.

**7.2** The seller shall arrange and pay for a marine insurance cover for 110% of the value of coal for each shipment covering the risks under institute cargo clause 'A' including spontaneous combustion and the risks of war, strike, riots and civil commotion from the Loading Port up to the Discharge Port till completion of discharge of cargo from the ship.

**7.3** The insurance policy (ies) shall specify the following: The claims, if any admitted, shall be payable in US Dollars/ Equivalent Indian Rupees. The Insurance Policy

should be endorsed to the Purchaser at the time of executing the High Sea Sales agreement/furnishing provisional commercial invoice. The Insurance policy should allow the Purchaser to make claim in India and all the claims and settlement of dues shall be the responsibility of the Seller.

**7.4** The relevant details of the ocean going vessel shall be provided in the Insurance Policy. The Seller shall provide Insurance Policies to Purchaser evidencing insurance actually arranged.

**8.0 DELIVERY / SHIPMENT PROGRAMME:**

**8.1** The delivery period shall commence from December 2017 and to be completed by April 2018 for supplies to VOC port, Tuticorin and Kamarajar Port (Ennore)/Karaikal Port, unless there is any extension issued by the purchaser. Seller shall arrange loading of the imported coal in suitable vessels such that the delivery schedule for the total quantity of 14.00 Lakh Tonnes for Kamarajar Port(Ennore)/Karaikal port and 6.00 Lakh Tonnes for VOC port of IMPORTED STEAM COAL of any origin shall be as tabulated below:

Month	Kamarajar Port (Ennore)/Karaikal port ( 14.00 LakhTonnes)	VOC PORT/TUTICORIN (6.00 Lakh Tonnes)
December 2017	3 Panamax	2 Supramax/Handymax
January 2018	4 Panamax	3 Supramax/Handymax
Feb 2018	4 Panamax	3 Supramax/Handymax
March 2018	5 Panamax	2 Supramax/Handymax
April 2018	4 Panamax & balance if any	2 Supramax/Handymax & balance if any

PI Note: The total quantity shall be **20.00 Lakh Tonnes**.

TANGEDCO shall have the option of exercising the shipping tolerance as mentioned in clause no: 3.0 of Section I.

The monthly delivery schedule mentioned above or subsequent modifications issued, if any, has to be strictly complied with. Any delay in completion of discharge of consignments beyond the end of each month specified in the monthly delivery schedule or modified delivery schedule issued subsequently, will attract Liquidated Damages as mentioned in clause no: 12 of Section III.

**8.2** The purchaser has the right to increase or decrease the shipment to either of the ports without altering the total ordered quantity if the supplier is the same for both the ports.

**8.3** The seller shall send facsimile advice to the purchaser on programme of each shipment well in advance.

- 8.4** Time stipulated in the delivery/shipment programme or subsequent modifications issued, if any, shall be the essence of the contract. The delivery /shipments are to be commenced and completed within the delivery schedule specified or modified delivery schedule, if any.
- 8.5** If the delivery is not completed within the delivery schedule or modified delivery schedule, if any, the purchaser has the right to limit the supply depending upon the purchaser's requirement.
- 8.6** If the purchaser is not in urgent need of imported coal, the seller shall postpone the shipments as per the request of the purchaser within the delivery schedule or beyond April 2018.
- 8.7** If the purchaser is in urgent need of imported coal, the seller shall advance the shipments as per the request of the purchaser within the delivery schedule or modified delivery schedule, if any.
- 8.8** The consignments should be delivered within the monthly delivery schedule or subsequent modifications, if any, but sufficient gap of atleast 5 days (Kamarajar port) and atleast 10 days (VOC port) should be maintained between consecutive vessels. Any pre-berthing delay in case of bunching of vessels due to failure in respect of adhering to the above condition, shall be to the account of the seller.

**9.0 METHOD OF SHIPMENT:**

- a) Purchaser shall at the time of opening the Letter of Credit, intimate seller by cable/telex/fax, the name and address of the party on whom Notice of readiness shall be served by Master of the vessel at destination port.
- b) Seller shall be free to fix charter/liner Vessels excluding over aged / unclassed vessels. The vessel should be preferably below 15 years of age.

In case of Handymax/Supramax vessels they should be suitably geared and provided with at least 4 Nos. grabs. In case of Panamax vessels, they should be capable of discharging coal using the gantry cranes at Kamarajar port (Ennore) and at CICTPL berth of Kamarajar port (Ennore). In case of delivery at Karaikal Port at purchaser's option, vessels should be capable of discharging coal using the Mobile cranes at Karaikal Port. In case of VOC Port/ Tuticorin only geared Handymax/Supramax vessels which are capable of discharging coal in Coal Jetty 1 and Coal Jetty 2 shall be chartered and the minimum crane outreach should be 9.5 m from the ship's side.

- c) Seller shall immediately on fixing the vessel, intimate the following to the Purchaser by cable/Telex/fax. Name of Vessel, length over-all (LOA), Extreme Beam width, Flag,



Year of Built, Number of Hatches/Grabs and capacity of grabs and lifting capacity and outreach of cranes etc.

The seller shall complete nomination of suitable vessels for delivery of all the consignments pertaining to each month, atleast before the end of the preceding month. For instance, nomination of all the vessels meant for Feb 2018 be completed before end of the preceding month Jan 2018.

- d) (i) The nominated vessels shall be accepted by the purchaser i) Seller shall, on completion of loading of the coal, intimate the purchaser immediately by Cable/telex /fax; Name of the vessel, description, exact quantity, value, Bill of lading No. and date.
- (ii) Seller shall also airmail/courier Four non-negotiable copies of bill of lading, copy of invoice, certificate of provisional weight, certificate of sampling and analysis at Load Port and certificate of origin to purchaser within 5 working days from the date of bill of lading. The vessel will not be allowed to berth till the copies of the above certificates are received by the purchaser.
- e) (i) When the vessel arrives at the berth at destination port and ready in all respects for unloading the coal, the notice of readiness to discharge coal shall be served on the purchaser/ Purchaser's representatives by the Master of the vessel/vessels agents during the working hours of the Purchaser.
- (ii) The suitability of the ship to berth in the Kamarajar port (Ennore) /Karaikal Port and VOC Port/Tuticorin shall be the responsibility of the seller and if any delay is caused due to technical snags, it will be to the account of the Seller. In case the vessel is found to be unsuitable for discharge operation after arriving at the Discharge Ports, any expenses incurred shall be to the seller's account.
- f) i) Lay time shall commence at 1 P.M. the same day if Notice of Readiness is served by the Master of vessel and accepted by Purchaser/his agent before 12.00 noon and at 6 A.M. on the next working day, if Notice of Readiness is served in the afternoon.
- ii) Lay time shall be reckoned up to completion of discharge excluding stoppages not counted for lay time mentioned in forthcoming clauses.
- iii) Stoppage of work due to breakdown of machinery or power in the ship, stoppage due to agitation of crew of ship and stoppage at the instance of Owner/Master of the vessel will not count for calculation of lay time.
- iv) In case the discharge is stopped due to rolling, bad weather, fire, natural calamities, acts of God etc. such stoppages will not count for Lay time. The delay and stoppages are to be recorded in the statement of facts.

- v) The stoppages due to conveyor breakdowns for reasons such as belt related repairs and adjustments, skirt rubber adjustments, damaged return and carrying idler removal, discharge chute patch up works, chute welding, dusty, wet nature of cargo attributable to the seller etc., affecting the discharge of coal will not be counted for lay time.
- vi) The Purchaser shall guarantee unloading of the coal as specified on the basis of weather working day, inclusive of Saturday, Sundays and port/charter party holidays even if used.
  - a. Saturday and Sunday, if not port/charter party holidays, shall count as lay time if the Vessel actually discharges coal during that period.
  - b. Time between 10 P.M. on the last working day preceding Port/Charter party holiday and 8 A.M. on the first working day thereafter, shall not count as lay time, even if used.
- vii) Purchaser shall be free to unload coal even on excepted period which will not be counted as lay time.
- viii) The Master of vessel shall be obliged to make available to the Purchaser free of cost the use of Ship's gears in case of handymax/supramax vessels and accessories in all the available hatches always in perfect working condition. The master of vessel shall also provide sufficient steam and power to drive them day and night and sufficient electric light even during the excepted period as mentioned hereinabove.
- ix) Seller shall airmail to Purchaser sufficiently in advance the copies of the Charter Party Agreement.
- x) Purchaser shall forward to the seller immediately from the date of completion of discharge of coal the following:
  - a) Copy of Notice of Readiness served by Master of the vessel to discharge coal duly accepted by Purchaser/his agents.
  - b) Statement of facts fully signed by Master/Agent of vessel and Purchaser/his representative.

#### **9.1 TIME SHEET:**

Demurrage Money at the destination port shall be calculated on the basis of a demurrage rate of not more than 25,000 US Dollars per day. However Despatch money shall be at half the rate of demurrage rate as per charter party agreement. Despatch Money shall be calculated on the basis of working time saved and paid to TANGEDCO, the purchaser.

## **10.0 SECURITY DEPOSIT:**

- 10.1** The successful bidder will have to furnish a Security Deposit of 5 (five) percent of the total value of the contract for the faithful performance of the contract in accordance with the terms and conditions specified in the contract and in the Tender Documents. The Security Deposit shall be remitted either by Demand Draft /Bankers cheque or by irrevocable Bank Guarantee after adjusting the Earnest Money Deposit paid already. In case of irrevocable Bank Guarantee, the same shall be obtained from any one of the Nationalized / Scheduled Banks /branches of reputed Foreign Banks in India as per the formats enclosed with this tender specification. In case of Demand Draft/ Bankers cheque, the same should be drawn from a Nationalized/ Scheduled Bank in India or any reputed Foreign bank having branches in India and drawn in favour of "TANGEDCO Collection Account, Chennai-600 002" payable at Chennai.
- 10.2** The above Security Deposit shall be furnished within 30 days from the date of Letter of Acceptance/Draft P.O. failing which the EMD paid by the bidder will be forfeited besides cancellation of the contract. In the event of acceptance of Security Deposit on delay, the interest at the rate of 22% per annum for the delayed period shall be deducted from the payment.
- 10.3** If TANGEDCO incurs any loss or damage on account of the breach of any clauses mentioned herein or any other amounts arising out of the contract become payable by the contractor to the TANGEDCO, then TANGEDCO will in addition to such other steps that shall have under law, appropriate the whole or part of Security deposit and such amount that is appropriated will not be refunded to the contractor.
- 10.4** The Security Deposit inclusive of the irrevocable bank guarantee furnished towards security deposit shall be kept valid **till completion of final assessments and consequential refunds if any**. The Security Deposit inclusive of irrevocable Bank Guarantee may be released by the purchaser one year after completion of supply of the last shipment or **after completion of final assessment and consequential refunds, if any**, which ever is later , if the seller gives an undertaking that any further dues on account of the contract for which Security Deposit inclusive of Bank Guarantee is released can be withheld from the amounts payable by the purchaser/**Security Deposit available against any Purchase order with TANGEDCO and any other purchase order to be placed on the seller by TANGEDCO**

The Bank Guarantee shall be furnished in non-judicial (Rs.80/-) stamp paper of value as per rule in force at that time (Schedule –I). The undertaking for release

of Security Deposit shall also be furnished in non-judicial (Rs.80/-) stamp paper of value as per rule at that time as per format specified in Schedule – J. For foreign suppliers, any undertaking should be authenticated by executing before a Notary public or a Oath Commissioner, if executed within India or before the Indian Consulate, if executed Overseas. The undertaking requires to be stamped as per the Indian Stamp Act and Tamil Nadu State Amendments thereto.

#### **11.0 LETTER OF INDEMNITY:**

In case the vessel arrives at Discharge Port prior to Purchaser receiving the original shipping documents, the Purchaser will be allowed to discharge coal against Letter of Indemnity by the purchaser.

#### **12.0 LIQUIDATED DAMAGES:**

- (a) The delivery as specified in the clause no:8.1 of Section III or subsequent modifications, if any, should be guaranteed by the supplier.
- (b) If the supplier fails to deliver the materials within the time specified in the contract, or any extension/ modifications thereof and for the undelivered materials if any, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the all inclusive price of the undelivered materials for each completed week of delay provided that the total liquidated damages shall not exceed ten percent (10%) of the contract price. Liquidated Damages for undelivered materials shall be levied on contracted price.
- (c) The defaulting suppliers shall be made liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be supplied/executed by other agencies at a higher rate inclusive of all additional cost, if any. This is without prejudice to other rights available under this contract.
- (d) TANGEDCO is at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the contract or as per extension/modifications, if any, notwithstanding its rights to claim liquidated damages for the belated supplies and outstanding quantity of coal to be supplied as on the date of cancellation.
- (e) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- (f) The Liquidated damages shall be recovered from the 95% payment to be made for each vessel to the seller.

### **13.0 FORCE MAJEURE :**

If at any time during the continuance of this contract, the performance in whole or in part of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, floods, explosions, epidemics, quarantine restrictions or other acts of God, Acts of Government in the country of origin (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality shall be given by the Seller to the purchaser within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that if the performance in whole or part by the Seller or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the purchaser may, at its option, terminate this contract by notice in writing. The Seller shall notify the purchaser promptly (and in any case within 5 days) upon the cessation of the Force Majeure event.

### **14.0 RISK PURCHASE :**

In the event of Purchaser terminating the contract due to non-performance by the seller as per the terms of this contract in whole or in part, purchaser may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the Seller shall be liable to the Purchaser for any excess costs for similar supplies. However, in case of part termination of contract by the Purchaser, the Seller shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

### **15.0 JURISDICTION FOR LEGAL PROCEEDINGS**

**15.1** The contract shall be considered as having come into force from the date of issue of Letter of Acceptance (LOA)/DRAFT P.O.

**15.2** No suit or any proceedings in regard to any matter arising out in any respect under this contract shall be instituted in any court save in the City Civil Court of Chennai or the Court of Small Causes or the High Court at Chennai. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the Courts in Chennai, then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside

Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts.

**16.0 GOVERNMENT RESTRICTIONS AND REGULATIONS:**

The tenderer shall confirm that the offer is in full conformity with all the acts, regulations and ordinances passed or prevalent in the Country of the Origin.

**17.0 GST/ HIGH SEAS SALE (IF APPLICABLE):**

The Seller shall execute the sale on High Seas Sale basis if the seller happens to be an Indian trader. The Seller shall deliver document of title to the Purchaser to effect sale by transfer of documents of title to the goods before the goods (vessel) cross the customs frontiers of India as contemplated in Section 5 (ii) of the Central Sales Tax 1956. The title of shipment shall pass on from Seller to Purchaser upon Purchaser's acceptance of documents and signing of the High Seas Sale Agreement (as per Schedule - N, attached herewith) for the said shipment. The Seller shall endorse copy of all the necessary documents (including Bills of Lading) in favour/in the name of Tamil Nadu Generation & Distribution Corporation Ltd. before the vessel enters into Customs barrier and complete all formalities required for High Seas Sale agreement. As the sale is on High Seas Sale basis, in the course of Import, there is no liability of **GST** on the purchaser. If the seller fails to complete the formalities required for High Seas Sale Agreement before the goods cross the customs frontiers of India and consequently if the consignments attract **GST**, then it shall be to the seller's account.

**18.0 PAN AND VAT/CST/GST CLEARANCE CERTIFICATE (IF APPLICABLE):**

The tenderer shall furnish their PAN Number in their offer for proof of Income tax payment or other relevant documents without fail. VAT/CST/GST clearance certificate, as applicable shall be furnished.

**19.0 RIGHT TO WAIVE ANY CONDITIONS :**

Notwithstanding anything contained in any of the contract documents, TANGEDCO shall have the right to relax or waive any of the conditions of the contract wherever deemed necessary in the interest of TANGEDCO.

**20.0 TRANSFER AND SUBLETTING :**

The seller shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly, without the previous written permission of the

Purchaser. The seller shall be entirely responsible for the execution of the contract by the subcontractor, if any, permitted by the Purchaser. For this purpose, the seller shall, at his own cost, ensure adequate inspection of their works by an inspection organization acceptable to the purchaser.

**21.0 BAR OF JURISDICTION:**

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998, no order passed or proceeding taken by any officer or authority under this act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this act.

**22.0 ADDITIONAL INFORMATION IF ANY TO BE FURNISHED WITH THE TENDER:**

Bidders shall furnish any other additional information in support of their experience in import of Steam coal for the years (i.e. 2014-15, 2015-16 & 2016-17).

**23.0 TERMINATION OF CONTRACT ON TANGEDCO's INITIATIVE:**

TANGEDCO reserves the right to terminate the contract due to reasons other than those mentioned under clause "**RISK PURCHASE**". TANGEDCO shall in such an event give fifteen (15) days notice in writing to the contractor of its decision to do so. The contractor shall be paid by TANGEDCO for all work executed prior to the date of termination at the rates & prices provided in the contract.

**24.0 SIGNATURE OF THE BID:**

- 24.1** The bid documents uploaded must contain the name, designation and the places of business of the person or persons making the bid and must be signed and affixed with seal by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 24.2** Each and every page of the Bid documents should be serially numbered and properly signed.
- 24.3** Bids by Corporation/company must be signed with the legal name of the Corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to sign on behalf of such Corporation/Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall invariably be furnished with the bids.

**24.4** The Power of Attorney (PoA) should be executed to authorize the person signing, preparing, submitting the bids/ documents both electronically and physically (of the uploaded documents) and for execution of the contract. The Power of Attorney should be authenticated by executing before a Notary public or a Oath Commissioner, if executed within India or before the Indian Consulate, if executed Overseas. The PoA requires to be stamped as per the Indian Stamp Act and Tamil Nadu State Amendments thereto.

**25.0 ELIGIBILITY AND PAST PERFORMANCE:**

**25.1** The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of purchaser the bidder is found not qualified to satisfactorily perform the contract.

**25.2** The Tenderer shall furnish along with their offer all the technical details required. The tender offers accepting all commercial terms of the specification will be treated as most responsive offer.

**26.0 DUES TO TANGEDCO:**

The TANGEDCO is empowered:

- a. To recover any dues against this contract in any bills/Security Deposit/Earnest Money Deposit due to the supplies either in this contract or any other contracts with TANGEDCO.
- b. To recover any dues against any other contract of the suppliers with TANGEDCO, with the available amount due to the suppliers against this contract.

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## **SECTION – IV**

### **TECHNICAL**

#### **1.0 SCOPE:**

This section covers the detailed technical specifications of IMPORTED STEAM COAL and salient features of the Discharge Ports.

#### **2.0 COMMODITY :**

IMPORTED STEAM COAL of "Any origin" for use in the TANGEDCO's Thermal Power Stations for generating power.

#### **3.0 QUANTITY:**

Total guaranteed quantity of 20.00 Lakh Tonnes of IMPORTED STEAM COAL of any origin ( 14.00 Lakh Tonnes +/-3% shipping tolerance to Kamarajar port (Ennore) /Karaikal Port and 6.00 Lakh Tonnes +/-5% shipping tolerance to VOC port/Tuticorin).

#### **Shipping Tolerance:**

a) For VOC Port Tuticorin : +/- 5%

b) For Kamarajar port(Ennore)/Karaikal Port : +/- 3% TANGEDCO

only has the option of exercising the shipping tolerance.

#### **4.0 SPECIFICATION OF COAL:**

**4.1** TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD. is at present using imported coal with the following specification indicated below. The bidders shall quote for the coal having the following specification:

<b>Sl.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Specification</b>	
1	Total Moisture (As received basis)	%	7-23	
2	Inherent Moisture(Air Dried Basis)	%	4-14	
3	Ash Content (Air Dried Basis)	%	2 – 8	
4	Fixed Carbon (Air Dried Basis)	%	30-50	
5	Volatile Matter (Air Dried Basis)	%	25-42	
6	FC/VM Ratio	--	0.80 to 1.3	
7	Total Sulphur (Air Dried Basis)	%	0.3-0.8	
8	Gross Calorific Value (Air Dried Basis)	Kcal/Kg.	5800-6700	
9	Gross Calorific Value(As Received)	Kcal/Kg.	5400-6300	
10	NCV (As Received Basis)	Kcal/Kg.	5100-6000	
11	Grindability of coal according to Hard Grove Index (HGI)	--	45-60	
	Ash Fusion Temperature – (IDT)	°C	1200	
	-(Softening Point)	°C	1250	
	- (Flow Point)	°C	1300	
12	Size of Coal	0 to 50 mm	%	100
		0 to 3 mm	%	< 16.5
13	Country of Origin			Any Origin

**4.2** The CIF prices quoted shall be for the following price basis parameters.

**Price Basis Specification:**

**GCV(ADB): 6000 Kcal/kg;**

**Total Moisture(ARB): 15%;**

**Ash(ADB): 6%**

**Sulphur (Air Dried Basis) 0.6%**

**4.3** The coal is for use in pulverized fuel Boilers with dry bottom furnace located in coastal areas where the relative humidity will be high. The coal should be suitable for handling through existing conveyor, chutes, hopper, gravimetric / volumetric feeders of the power plants and handling systems at sea ports.

**5.0 SAMPLING & QUALITY ANALYSIS AND WEIGHMENT –**

**5.1 AT LOAD PORT:**

For Sampling, Analysis, Weighment of coal at Load port, the seller shall engage internationally accredited independent inspection agency mutually accepted between the purchaser and the seller. The sampling, analysis and weighment at loadport shall be at Seller's cost.

**5.2** Each consignment should be accompanied by Certificate of weight and Certification of Sampling and Analysis as per British/ASTM/BIS/ISO Standards and they shall be stated on the Certificate of Analysis of the cargo.

**5.3** The above Load port sampling and analysis results, weighment certificate are only for the purpose of preparing the proforma invoice for the assessment of provisional customs duty.

**5.4** The supplier shall ensure that the coal supplied shall conform to the specification requirements and the load port analysis results should be submitted within 5 days from the date of Bill of Lading.

**AT DISCHARGE PORT:**

**5.5** For Sampling, Analysis, Weighment of coal at Discharge Port, the seller shall engage internationally accredited independent inspection agency mutually accepted between the purchaser and the seller. The sampling, analysis and weighment at Discharge Port shall be at Seller's cost. Coal samples should be collected from the vessel or from the conveyor as the case may be.

**5.6** Quantity shall be determined as per Draught Survey at Discharge Port on a ship-to-ship basis by the internationally accredited Inspection agency mutually accepted between the purchaser and the Seller, upon completion of unloading. The Weighment and final results of sampling and analysis carried out at Discharge Port

end given by the inspection agency shall be binding on both the purchaser and the seller for payment purpose if there is no deviation as mentioned in para no:5.7 below and for recovering excess Customs duty, if any, paid by the purchaser.

**5.7** Quantity and Quality shall be subject to penalties as stated in Clause 7.0, 7.1 and 8.0 of this Section. Purchaser and Seller may have a representative of their own choice to be present, at all times, when the weight is being computed or calculated and during collection of samples. Three samples may be prepared in the presence of the purchaser's/seller's representatives. One sample may be given to the purchaser's representative and will be tested at TANGEDCO's thermal power stations. The second sample will be tested by the inspection agency. The third sample will be kept under joint lock and custody at TANGEDCO's thermal power station. If there is variation of more than 100 Kcal/kg in respect of Gross Calorific Value (Air Dried Basis) between the analysis results of Discharge Port samples furnished by the independent inspection agency and the power station authorities (NCTPS results for Kamarajar port (Ennore) consignments, **the Mettur thermal power stations results** for Karaikal Port consignments & TTPS results for VOC port/Tuticorin consignments) and if the variation involves additional expenditure to the Board, the samples of the consignment under dispute will be sent for testing to the Central Power Research Institute/ Bangalore or Central Fuel Research Institute/Dhanbad. The cost for testing the samples at CPRI/CFRI has to be borne by the seller. The results of the certificate issued by the CPRI/CFRI will be binding for final payment purpose for the said consignment, if the price basis parameters of CPRI/CFRI results are inferior than the price basis parameters of the inspection agency's sampling and analysis results. If the price basis parameters of CPRI/CFRI results are better than the price basis parameters of the inspection agency's sampling and analysis results, then the discharge port sampling & analysis results of the inspection agency will be binding for payment purpose for the said consignment. Depending upon the results furnished by CPRI/CFRI, the purchaser shall have the right to change the testing agency, if such difference occurs repeatedly. However TANGEDCO reserves the right to send the coal samples to CPRI/CFRI for verification in case of necessity also, at seller's cost.

## **6.0 SAMPLING AND ANALYSIS CERTIFICATE DETAILS:**

**6.1** The seller shall furnish to the purchaser a certificate of sampling and analysis results for the coal collected at the load port and Discharge Port on ship to ship basis. The Certificate shall contain the following :

- a) Break up of Size of coal in percentage.
  - (i) 0 – 3 mm
  - (ii) 3 – 10 mm
  - (iii) 10 – 50 mm
- b) (i) GCV (Air Dried Basis- ADB)
- (ii) GCV (As Received Basis- ARB)
- (iii) NCV (As Received Basis)
- c) Total Moisture (ARB)
- d) Inherent Moisture (ADB)
- e) Ash content (ADB)
- f) Volatile Matter (ADB)
- g) Fixed Carbon (ADB)
- h) FC / VM Ratio.
- i) Sulphur (ADB)
- j) Grindability index of coal(Hard Grove)
- k) Ash Initial Deformation Temp.(IDT)
- l) Ash softening point
- m) Ash flow point

The ultimate analysis results of coal supplied shall be furnished once for each source of supply.

#### **7.1 PENALTY CLAUSE:**

**7.1** If the specification of coal supplied as per Discharge Port analysis results is within the specification range as per clause 4.1 of Section IV and in case of deviations from the offered price basis specifications, the quantity of coal received at Discharge Port as per the draft survey certificate at Discharge Port or weight which is binding for payment purpose as per clause no:12 (d) of Section IV will be adjusted vessel wise for Total Moisture and Ash and the Contracted C & F Price will be adjusted vessel wise for GCV as per Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 of Section IV, as follows:

#### **i) GROSS CALORIFIC VALUE ( GCV) (Air Dried Basis)**

The C & F price for the coal supplied having GCV below the limit as specified in the price basis in clause 4.2 above shall be adjusted as per the formula given below:

$$\text{Contracted C \& F Price} \times \frac{\text{Gross Calorific Value (ADB)}}{6000}$$

6000

The seller shall make all efforts to ensure that the coal conforms to GCV nearer to contracted value.

No bonus will be paid for coal having GCV higher than 6000 Kcal/Kg.

**ii) TOTAL MOISTURE( AS RECEIVED BASIS)**

If the actual total moisture (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) exceeds 15%, the weight of coal shall be decreased by the same difference in percentage.

**iii) ASH (AIR DRIED BASIS)**

In case ash content (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) exceeds 6%, the weight of coal shall be decreased by the same difference in percentage.

**iv) SULPHUR (AIR DRIED BASIS)**

In case sulphur content (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) exceeds 0.6%, penalty @ USD 0.25 Per Metric Tonne ( Bill of lading weight ) shall be applicable for every 0.1% increase in the sulphur content, fraction prorata basis.

No increase in weight is allowable for Total moisture (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) less than 15% and Ash content (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) less than 6% and no premium is payable for Sulphur content (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) less than 0.6%.

**v) SIZE OF COAL:**

The size of coal stipulated under the Heading "Specification of Coal" in Clause 4.1 under Section IV, shall be complied with, for efficient and smooth unloading operations at the discharge port and for smooth operations of the thermal units.

If the percentage of 0-3 mm size of coal as per sampling & analysis results at load port is found to be greater than 16.5%, the consignment will be cancelled.

If the percentage of 0-3 mm coal as per sampling & analysis results at discharge port/power station (whichever is higher), is found to be greater than

16.5%, the weight of coal shall be reduced as per the following formula, subject to TANGEDCO's right as stipulated under clause no:8.0 (iv):

$$\text{Weight of coal to be reduced} = (A*B/100)*0.1$$

(where A is quantity of coal received at discharge port, B is the increase of the 0-3 mm size of coal above 16.5% in percentage value)

Example: Lets say A=50000 MT. If 0-3 mm size coal is 18.5%, then B = (18.5-16.5) = 2.

$$\text{Therefore Weight of coal to be reduced} = (50000*2/100)*0.1 = 100 \text{ MT}''$$

**8.0** If the consignments of coal is not conforming to the ranges prescribed in the specifications and is beyond the accepted specifications as per Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV, the same will be accepted with the penalty as indicated below:

**(i) GROSS CALORIFIC VALUE(ADB):**

In case GCV(ADB) (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) is below 5800 K.Cal/Kg penalty will be applicable in accordance with the following formula :

$$\text{Adjustment in Price} = \left\{ \frac{200 \times \text{Contracted C\&F Price}}{6000} \right\} + \left\{ \frac{(5800 - \text{GCV}) \times 2 \times \text{Contracted C\&F Price}}{6000} \right\}$$

Adjusted C & F Price = Contracted C & F price Less adjustment in Price

**(ii) TOTAL MOISTURE (AS RECEIVED BASIS) :**

If the actual total moisture (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no:12 (d) of Section IV) exceeds 23%, the weight of coal shall be decreased by double the difference in percentage. For e.g if the Total Moisture is 25% and say the weight is 200 MT, then the penalty is calculated as follows:

$$(25-15) \times 2 \times 200/100 = 10 \times 4 = 40 \text{ MT}$$

**iii) ASH (AIR DRIED BASIS)**

In case ash content (Discharge Port analysis results or as per clause no:5.7 of Section IV if samples are referred to CPRI/CFRI or as per clause no: 12 (d) of Section IV) exceeds 8%, the weight of coal shall be decreased by double the difference in percentage.

For e.g if the Ash content is 10% and say the weight is 200 MT, then the penalty is calculated as follows:

$$(10-6) \times 2 \times 200/100 = 4 \times 4 = 16 \text{ MT}$$

- iv) If the supplier repeatedly supplies coal not conforming to prescribed specification taking advantage of the above penalty clauses and any other parameter is not found in the range specified by TANGEDCO and/or found to be technically not suitable for trouble free operation, TANGEDCO reserves the right to reject the concerned shipments. TANGEDCO shall recover all expenditure incurred (such as custom duty, handling charges etc.) for the rejected quantity of cargo from the supplier's bills.

#### **9.0 GUARANTEE :**

The Seller shall warrant that the coal supplied shall comply fully with the specification laid down. If coal supplied are not in conformity with the conditions as laid down in Clause 4.1 of the Technical Section, the purchaser shall have the right to cancel subsequent shipments and terminate the contract.

#### **10.0 SPECIFICATION OF VESSELS TO BE USED/SALIENT DETAILS OF KAMARAJAR PORT(ENNORE):**

- 10.1** Vessels shall be either Geared or Gearless capable of discharging at Kamarajar port (Ennore) through the existing Temporary hopper/Shore cranes as Kamarajar port (Ennore) can handle both the types of vessels. The minimum hatch size suitable for discharge of coal through Shore cranes is 11.0 m x 11.0 m for Gearless vessels or Geared vessels in gearless condition in some special circumstances. The maximum permissible draft at Kamarajar port (Ennore) is presently 13.5m. The seller is responsible to fix suitable vessel and load permissible quantity to the prevailing draft condition acceptable to Kamarajar port (Ennore) Authorities. The details of Kamarajar port (Ennore) are enclosed in the Schedule – K.

- 10.2 PORT OF DISCHARGE:** Carrying vessel will take berth at the Jetty of Kamarajar port (Ennore) (Berthing Port) to discharge coal or at M/s.Chettinad International Coal Terminal Private Ltd (CICTPL) berth, in case of necessity.

#### **11.0 SPECIFICATION OF VESSELS TO BE USED/SALIENT DETAILS OF KARAIKAL PORT :**

- 11.1** Vessels shall be Gearless capable of discharging at Karaikal Port through the existing Mobile cranes and Ship unloading gantry cranes at Karaikal Port. The maximum permissible draft at Karaikal Port is presently 13.5 m. The seller is responsible to fix suitable vessel, with suitable hatch sizes and load permissible quantity to the prevailing

draft condition acceptable to Karaikal Port Authorities. The details of Karaikal Port are enclosed in the Schedule - M

**11.2 PORT OF DISCHARGE:** Carrying vessel will take berth at any one of the four Berths available at Karaikal Port to discharge coal.

**12.0 SPECIFICATION OF VESSELS TO BE USED/SALIENT DETAILS OF VOC PORT/TUTICORIN:**

- a) Vessels shall be geared handymax/Supramax vessels having a grab size of 8 cubic meter or more, capable of discharging in Coal Jetty-1(CJ1) and Coal Jetty-2(CJ2) at VOC port. The vessel's minimum crane outreach should be 9.5 m from the ship's side. The vessel may be loaded to maximum permissible draft at VOC port which is presently 12.8 m. The maximum Deadweight of vessels permissible at CJ1 is 50000 and CJ2 is 60000 DWT. The draft at CJ1/CJ2 of VOC port at some point of time may not be able to accommodate cargo upto 12.8 m due to spillage of cargo. The cranes should have a minimum outreach of 9.50 mts from the shipside at a draught of 11.00 mts and a corresponding higher outreach is required for vessels with higher draught at fully loaded conditions for continuous working at safe working angle. The Seller should verify with the port authorities and load the vessels accordingly to discharge the imported coal without difficulty. Any extra expenditure due to non-suitability of vessels at VOC port shall be to the Seller's account. The seller is responsible to fix suitable vessel and load permissible quantity to the prevailing draft condition acceptable to VOC Port Authorities. The details of VOC port/ Tuticorin are enclosed in the Schedule - L
- b) The seller shall be permitted to load imported coal in the vessel bound for VOC port based on specific request vessel by vessel, to maximum capacity over and above 12.8 m draft **or** over and above available draft and lighten the vessel upto 12.8 m draft or available draft, at anchorage, by using barging facility at VOC port at their expense and bring the lightened quantity inside Tuticorin Thermal Power Station (TTPS) by trucks under the supervision of TTPS staff and discharge the balance quantity at CJ1/CJ2 of VOC port. However this is subject to the condition that the actual statutory cargo related charges payable to VOC port at the wharf for the lightened quantity in the barge or the statutory cargo related charges payable at CJ1 and CJ2 for the lightened quantity whichever is less will be paid by the purchaser. All other charges for unloading and bringing the lightened quantity to TTPS by trucks has to be borne by the seller.
- c) If discharging of coal from the vessel at the Coal Jetty 1/ Coal Jetty 2 of VOC



port is interrupted due to any vessel related problem or any other reason attributable to the Seller, the Seller at his cost shall arrange for unloading the balance quantity of coal at the General berth and transport the same to TTPS stockyard by trucks.

- d) For the purpose of Discharge Port analysis, in respect of unloading at general berth due to technical problems etc. or in the case of lightening at seller's option, the mutually accepted third party independent inspection agency shall draw samples of imported coal discharged at the general wharf from the barge/vessel and also from the balance quantity of coal discharged at CJ1/CJ2 in the presence of representatives of Purchaser and Seller and the consolidated sampling and analysis report for Discharge Port shall be binding for payment purpose.

In case of transportation by trucks, the weight which is binding for payment purpose shall be total quantity as per Discharge Port draft survey weight or CJ1/CJ2 qty + truck-wise weight, whichever is lower. No payment will be made for the shortfall quantity if any and the customs duty, wharfage and other applicable charges, if any, paid for the shortfall quantity will also be deducted from the bills.

**12.1 PORT OF DISCHARGE:** Carrying vessel will take berth at Coal jetty 1 or Coal jetty 2 of VOC Port/Tuticorin to discharge coal.

**13.0 UNLOADING OF COAL:**

The Purchaser guarantees unloading of the coal at Discharge Port as indicated below:

**13.1 RATE OF DISCHARGE (KAMARAJAR PORT (ENNORE)):**

a) Panamax Gearless Vessels/Geared vessel in gearless condition:

Through Shore Cranes : 30000 Metric Tonnes per weather working day.

b) Handymax/Supramax/Panamax Geared vessels:

Through Shore Hoppers : 10,000 Metric Tonnes per weather working day guaranteed for grab size of 8 CBM or more

c) Craned Hopper Self Unloader (CHSU) : 30000 Metric Tonnes per weather working day

d) CICTPL berth: Panamax Gearless Vessels/ Geared vessel in gearless condition.

Through Shore Cranes : 20000 Metric Tonnes per weather working day.

**RATE OF DISCHARGE (KARAIKAL PORT):**

e) Panamax Gearless Vessels/Geared vessel in gearless condition:

Through Mobile Cranes : 30000 Metric Tonnes per weather or Ship unloading gantry cranes working day.

**RATE OF DISCHARGE (VOC PORT/TUTICORIN):**

f) Geared handymax/ Supramax/ Panamax vessels:

Through Shore hoppers: 10,000 Metric Tonnes per weather working day guaranteed for grab size of 8 CBM or more

- 13.2** If the above rate of discharge is not maintained by the purchaser, then demurrage will be paid by the purchaser at the rate specified in Clause 13.4 below. If the above rate is not maintained by the purchaser due to defective gears or aged vessels or due to any other reason attributable to the seller/ship then the purchaser shall not be liable to pay any demurrage.
- 13.3** If there is saving in laytime by the improved rate of discharge the despatch money will be recovered by the purchaser from the seller at the rate specified in Clause 13.4.
- 13.4** Seller shall advise rate of demurrage while nominating vessel, which in any case shall not exceed USD 25000 per day. If the vessel nominated has demurrage rate exceeding USD 25000 per day, then the vessel shall be accepted by the purchaser subject to the condition that the demurrage payable shall not exceed USD 25000 per day. However the despatch shall be half of demurrage as per charter party in case demurrage is more than 25000 USD per day.
- 13.5** Seller has to forward copy of charter party agreement (evidencing demurrage/ despatch rate) to purchaser. Rate of despatch money shall be half of demurrage rate. Demurrage incurred/ despatch earned shall be settled ship-to-ship basis.



## SECTION V

### ANNEXURE-1

**(Price bids are to be submitted only through e tender. No document containing price bid should be uploaded separately)**

**THIS ANNEXURE -1 IS ONLY FOR REFERENCE, NOT TO BE FILLED UP & UPLOADED**

Supply of total guaranteed quantity of 20.00 Lakh Tonnes of imported steam coal of any origin (14.00 lakh Tonnes +/-3% shipping tolerance to Kamarajar port (Ennore) /Karaikal Port and 6.00 Lakh Tonnes +/-5% shipping tolerance to VOC port/Tuticorin) for the period from December 2017 to April 2018 with shipping tolerance at TANGEDCO's option.

The bidders shall quote the CIF price as per the following price basis parameters:

**Gross Calorific Value (Air Dried basis) : 6000 Kcal/Kg;**

**Total Moisture (As received Basis) : 15%**

**Ash content(Air Dried basis) : 6%**

**Sulphur (Air Dried Basis): 0.60%**

#### **PRICE FOR THE COAL HAVING THE ABOVE PRICE BASIS PARAMETERS:**

<b>LOT No.</b>	<b>Description</b>	<b>C&amp;F price (Cost of coal+Ocean freight) in USD/Metric Tonne</b>	<b>Insurance in USD/Metric Tonne</b>	<b>Cost per MT CIF (USD) (in Figures )</b>	<b>Service charges, Service Tax &amp; Other Statutory levies, if any in Indian Rupees</b>	<b>Country/Countries of Origin</b>
1.	Cost of IMPORTED STEAM COAL of any Origin per Metric Tonne (CIF- Kamarajar port (Ennore) /Karaikal Port)					
2.	Cost of IMPORTED STEAM COAL of any Origin per Metric Tonne (CIF-VOC Port/Tuticorin)					

NOTE: 1) Prices should be offered in the e-portal by the tenderers as per the above fields provided in the e-portal. Price in LOT no:1 shall be applicable for delivery at Kamarajar port (Ennore) or Karaikal port. Price in LOT no:2 shall be applicable for delivery at VOC port/Tuticorin.

Signature of the tenderer & Date

Company

PLACE & DATE :

**SCHEDULE 'A'**

UNDERTAKING IN LIEU OF E.M.D.

THIS DEED OF UNDERTAKING EXECUTED AT \_\_\_\_\_ ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
TWO THOUSAND AND SEVENTEEN BY  
M/s. \_\_\_\_\_ called "Tenderer" (which expression shall  
where the context so admits mean and include their Agents, Representatives,  
Successors in office and Assigns).

TO AND IN FAVOUR OF \_\_\_\_\_ Tamil Nadu  
Generation & Distribution Corporation Ltd., a body Corporate constituted under  
the Companies Act 1956 having its office at No: 144 (Old no:800), NPKRR  
Maaligai, Anna Salai, Chennai-600 002 herein called the " TANGEDCO " (which  
expression shall where the context so admits mean and include its successors  
in office and Assigns).

WHEREAS THE tenderer is required to pay Earnest Money Deposit of  
Rs. \_\_\_\_\_ for participation in the tender for supply of  
\_\_\_\_\_ in terms of Specification No. \_\_\_\_\_.

AND WHEREAS the tenderer is exempted by the TANGEDCO from payment  
of EMD in the form of cash, subject to the tenderer executing  
an undertaking to the value of Rs.....(Rupees \_\_\_\_\_  
only ) representing the amount equivalent to the amount of EMD  
specified to be paid to the TANGEDCO in the event of non-fulfillment or  
breach of any of the conditions of the tender by the Tenderer as  
mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TANGEDCO of  
the above proposal, the Tenderer has agreed to pay to the TANGEDCO the  
said amount of Rs. \_\_\_\_\_ in the event of:-

- 1) Withdrawing his tender before the expiry of the validity period; OR
- 2) Withdrawing his tender after acceptance; OR
- 3) Violating any of the conditions of the Tender issued by the  
competent authority.

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said  
agreement the Tenderer hereby both covenant with the TANGEDCO that in  
consideration of the "TANGEDCO" waiving the condition of payment of EMD in  
cash in terms of the said specification, the Tenderer has agreed to pay to the  
Board Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the event of

- 1) Withdrawing his tender before the expiry of the  
validity period.

- 2) Withdrawing his tender after acceptance.
- 3) Violating any of the conditions of the Tender issued by the competent authority.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above then the above written undertaking shall be void, otherwise it shall remain in full force.

IN WITNESS OF THIRU \_\_\_\_\_ acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

In the presence of Witnesses:

- 1.
- 2.

SIGNED AND DELIVERED ON  
BEHALF OF TENDERER.

**SCHEDULE-B**

**CERTIFICATE REGARDING ACCEPTANCE OF NO DEVIATIONS (On the letter head of the Bidder)**

**Ref. No.** .....

**Date:** .....

To  
CHIEF ENGINEER/MECH/COAL  
TAMIL NADU GENERATION &  
DISTRIBUTION CORPORATION LTD.  
II FLOOR, NPKRR MAALIGAI,  
144, ANNA SALAI,CHENNAI – 600 002.

**Sub: Tender Specification No. Coal-53 Dated 14.11.2017 for Procurement of 20.00 lakh tonnes of imported steam coal of any origin for the period from December 2017 to April 2018 (KAMARAJAR PORT(ENNORE) /KARAIKAL PORT AND VOC PORT/TUTICORIN)**

Dear Sir,

- 1.0 With reference to our Bid for the subject tender specification as above, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/Clarification(s)/Addendum /Errata/Corrigendum (if any) issued by the Tender Inviting Authority prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addendum/Errata/ Corrigendum (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Tender Inviting Authority, failing which the EMD shall be forfeited.

Place:  
Date:

Signature .....

Name .....

Designation .....

Seal

.....

## SCHEDULE - C

### SCHEDULE OF TENDERER'S EXPERIENCE IN SUPPLY OF IMPORTED STEAM COAL

Tenderers shall list below their experience in Supply of Imported Steam Coal.

---

Sl. Origin of No. Imported Coal	Order No. and Year of supply	Load port Disport	Quantity Client in India
---------------------------------------	---------------------------------	-------------------	-----------------------------

---

1.

2.

3.

---

COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY :

PLACE :

DATE:

**SCHEDULE -D**

**CERTIFICATE FROM CONSUMER TO THE TENDERER**

**[TO WHOMSOEVER IT MAY CONCERN]**

This is to certify that, M/s \_\_\_\_\_ have supplied imported Steam coal of foreign origin to the consumer directly/ on high sea sales (select whichever is applicable), as per details given below:

<b>Period of Supply (Financial Year)</b>	<b>Quantity (Metric Tonnes)</b>	<b>End User/CONSUMER</b>
FY 2014-15		
FY 2015-16		
FY 2016-17		

M/s \_\_\_\_\_ has successfully executed the quantities and the performance of M/s \_\_\_\_\_ is found satisfactory.

This certificate is issued at the request of M/s \_\_\_\_\_ for the purpose of TANGEDCO's tender.

(SIGNATURE OF  
AUTHORIZED PERSON  
WITH FULL ADDRESS)

Place:

Date:



**SCHEDULE –E 1**

**CERTIFICATE FROM THE CONSUMER TO THE PUBLIC SECTOR  
UNDERTAKING**

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY THAT M/s. \_\_\_\_\_, HAVE SUPPLIED IMPORTED STEAM  
COAL OF FOREIGN ORIGIN TO THE CONSUMER, AS PER DETAILS GIVEN BELOW:

<b>PERIOD OF SUPPLY (FINANCIAL YEAR)</b>	<b>QUANTITY (Metric Tonnes)</b>	<b>END USER/CONSUMER</b>
FY 2014-15		
FY 2015-16		
FY 2016-17		

M/s \_\_\_\_\_ has successfully executed the quantities and the  
performance of M/s \_\_\_\_\_ is found satisfactory.

This certificate is issued at the request of M/s \_\_\_\_\_ for the  
purpose of TANGEDCO's tender.

(SIGNATURE OF  
AUTHORIZED PERSON  
WITH FULL ADDRESS)

Place:

Date:

**SCHEDULE - E 2**

**CERTIFICATE FROM THE PUBLIC SECTOR UNDERTAKING TO THE TENDERER**

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY THAT M/s. \_\_\_\_\_, HAVE SUPPLIED IMPORTED STEAM COAL OF FOREIGN ORIGIN THROUGH \_\_\_\_\_ (PUBLIC SECTOR UNDERTAKING) TO THE CONSUMER, AS PER DETAILS GIVEN BELOW:

PERIOD OF SUPPLY (FINANCIAL YEAR)	QUANTITY (Metric Tonnes)	END USER/CONSUMER
FY 2014-15		
FY 2015-16		
FY 2016-17		

M/s \_\_\_\_\_ has successfully executed the quantities and the performance of M/s \_\_\_\_\_ is found satisfactory.

This certificate is issued at the request of M/s \_\_\_\_\_ for the purpose of TANGEDCO's tender.

.

(SIGNATURE OF  
AUTHORIZED PERSON  
WITH FULL ADDRESS)

Place:

Date:

**SCHEDULE -F**  
**FORMAT FOR THE LETTER FROM MINE OWNER**  
**(COMPANY LETTER HEAD)**

The Chief Engineer / Mech / Coal  
The Tamil Nadu Generation & Distribution Corporation Ltd.,  
II Floor, NPKRR Maaligai,  
144, Anna Salai, Chennai-600 002.  
Tamil Nadu, India.

Dear Sir,

Sub : Tender for supply of Imported Steam Coal

Ref : Tender No.:

We, \_\_\_\_\_ (Name of Manufacturer / Mine Owner) established and reputed manufacturers / producers of Steam Coal having factories / mines at \_\_\_\_\_ (Name of the place) hereby authorize \_\_\_\_\_ (Name of the Bidder) to bid, negotiate and conclude the contract with TANGEDCO for the quantity and quality against your Tender No. for the Steam Coal mined/explored by us.

No company, firm, or individual other than M/s. \_\_\_\_\_ (Name of the Bidder) can conclude the contract in regard to this supply of Steam Coal offered for supply against this invitation for bid by TANGEDCO.

The specifications of the coal offered by us are as follows :

Sl.No.	Description	Unit	Specification
1	Total Moisture (As received basis)	%	
2	Inherent Moisture(Air Dried Basis)	%	
3	Ash Content (Air Dried Basis)	%	
4	Fixed Carbon (Air Dried Basis)	%	
5	Volatile Matter (Air Dried Basis)	%	
6	Total Sulphur (Air Dried Basis)	%	
7	Size of Coal 0-50 mm 0-3 mm	%	
8	Gross Calorific Value(Air Dried basis)	Kcal/Kg.	
9	Gross Calorific Value(As Received)	Kcal/Kg.	
10	NCV (As Received Basis)	Kcal/Kg.	
11	Grindability of coal according to Hard Grove Index (HGI)	--	
	Ash Fusion Temperature – (IDT)	°C	
	-(Softening Point)	°C	
	- (Flow Point)	°C	
12	FC/VM Ratio	--	
13	Country of Origin	---	

Yours faithfully,

For and on behalf of M/s. \_\_\_\_\_ (Name of manufacturer / mine owner)

(Signature)

(Name)

Place :

Date:

**SCHEDULE - G**  
**PROCESS COMPLIANCE STATEMENT (on Company's letterhead)**

Bid Event to be held for Procurement of Steaming (Non Coking) Coal in Bulk (Imported)  
**TANGEDCO TENDER SPECIFICATION NO.COAL-53 DATED 14.11.2017**

Name of the Organization:

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The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the auction rules on participation at the bid event. The award decision by TANGEDCO would be final and binding on us.

1. We will not divulge either our bids or those of other bidders to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of MSTC's portal, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of **TANGEDCO/MSTC**.
4. Based on the competitive quotes received, TANGEDCO's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TANGEDCO
6. TANGEDCO is not obliged to place the contract if the expected price of the lots or event is not met. TANGEDCO will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. Bids once finally submitted cannot be withdrawn or modified under any circumstances.
8. TANGEDCO can decide to extend, reschedule or cancel the e-bidding/E-auction.
9. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid in reverse E-Auction.
10. We shall indemnify and hold **TANGEDCO/MSTC**, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
11. **TANGEDCO/MSTC** or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
12. **TANGEDCO/ MSTC** will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-bidding and auction event.
13. Validity: The bidders should keep their bids valid for a period of 90 DAYS from the date of the opening of techno-commercial bid. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TANGEDCO may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

We agree to have read, understood , agreed in toto and to abide by this statement.

Organization

Name

Designation

Signature & stamp /seal

Date & Place

## SCHEDULE – H

### TENDER FORM

To

The Chief Engineer/Mech/Coal,  
Tamil Nadu Generation & Distribution Corporation Ltd.,  
II Floor, Western Wing,  
NPKRR Maaligai, Electricity Avenue,  
144 Anna Salai, Chennai-600 002.

Dear Sir,

- (1) Having examined the above specification together with the accompanying schedules, etc. we hereby offer to supply the imported coal covered in the Specification at the rates entered in the attached schedule of prices.
- (2) We hereby verify and state that the particulars entered in the schedules attached to the Specification are true and correct.
- (3) In accordance with Security Deposit Clause of the Specification, we agree to furnish Security Deposit to the extent of 5% of the total value of the contract.
- (4) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act 1985.
- (5) **Our company is not Black listed or Banned as on the date of submission of bid in any of the Government/Semi government/PSU's in India.**

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY :

**SCHEDULE – I**

Stamp duty payable – Rs.80/-

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT:**

DEED OF GUARANTEE made on this.....  
.....by the Bank of ..... (here in after called the bank) to and in favour of the Tamil Nadu Generation & Distribution Corporation Ltd., (TANGEDCO) a body corporate constituted under Companies Act 1956 having its office at 144 (Old No.800) Anna Salai, Chennai –2 represented by the Chief Engineer/ Mech/ Coal.

Whereas Messers.....(thereafter called the contractor) have by virtue of the contract entered into with the purchaser as per the P.O. No.....Dated ..... agreed with the purchaser to supply ..... in accordance with the terms and conditions of the contract.

AND WHEREAS in accordance with the items of the contract in P.O..... dated ..... the contractor has to pay a sum of Rs/USD.....(Rupees/US Dollar ..... Only) as Security Deposit cum performance guarantee from a Nationalised Bank/ branches of reputed Foreign Banks in India.

WHEREAS the contractor has requested the purchaser to accept Bank Guarantee in lieu of Security Deposit /Performance Guarantee for a sum equivalent to ..... after adjusting the Earnest Money Deposit of Rs./USD ..... already paid, towards 5 % of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has at the request of the contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in P.O.No.....dated..... or in the letter dated the .....

**NOW THIS DEED WITNESSES AS FOLLOWS :**

In consideration of the purchaser having agreed to accept the Bank Guarantee from a Nationalised Bank/ branches of reputed Foreign Banks in India towards Security Deposit / Performance Guarantee for a sum equivalent to Rs./USD..... (Rupees/US Dollar..... Only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the bank may be called upon to pay the purchaser.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs./USD..... (Rupees/ US Dollar..... Only). PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of

performance guarantee is over and a certificate to that effect is issued by the purchaser.

1. The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the purchaser by reason of any breach of the terms and conditions in the said P.O.No.  
..... dated .....
2. The guarantee herein contained shall remain in force till the terms and conditions of the P.O..... dated ..... have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold after .....
3. The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms and conditions related to the said contract and the bank shall not be relieved of their liability by reasons of any such variations or extension being granted to the said contractor or by reason of any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have effect of so relieving the Bank.
4. Any account settled between the purchaser and the contractor shall be the conclusive against the Bank for the amount and shall not be questioned by the bank.
5. The expressions "Bank" "Purchaser" and "Contractor" before used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU

.....

For and on behalf of the Bank has signed this Deed on the day, month and year first above written.

SIGNATURE

WITH THE SEAL OF THE BANK

(NAME IN BLOCK LETTERS)

IN THE PRESENCE OF WITNESSES.

1.

(NAME IN CAPITAL WITH ADDRESS)

2.

(Name in capitals to be superscribed with Designation office address or Residential Address)

## SCHEDULE – J

### Undertaking for release of Security Deposit

THIS DEED OF UNDERTAKING EXECUTED AT CHENNAI on this \_\_\_\_ day of \_\_\_\_ 201\_ by M/s. \_\_\_\_\_, a company registered under \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called the "Supplier" ( Which expression where the context so admits means and includes their agents, representatives, successor- in – office and assigns).

TO AND IN FAVOUR OF THE TAMILNADU GENERATION AND DISTRIBUTION CORPORATION (TANGEDCO) having its office at NPKRR Maaligai ,144, Annasalai, Electricity Avenue, Chennai- 600 002, hereinafter called the ' Purchaser' (which expression shall where the context so admits means and includes Purchaser – in – office and assigns).

WHEREAS the Supplier has approached TANGEDCO for release of BG No. \_\_\_\_\_ Dt. \_\_\_\_\_ pertaining to P.O No. Dated \_\_\_\_\_.

AND WHEREAS in accordance with the terms stipulated in Tender Specification No.COAL- Dt. \_\_\_\_\_

I, \_\_\_\_\_ the authorized Power of Attorney for M/s \_\_\_\_\_, empowered to sign such undertakings on behalf of the company as per the Power of Attorney given to me, hereby undertake to indemnify TANGEDCO against any audit findings, claims from customs and other statutory authorities, **other liabilities etc. which may arise under this P.O No.\_\_\_\_ Dated \_\_\_\_\_ and hereby authorize TANGEDCO to withhold/recover such liabilities from any payments pending/Security Deposit available against any Purchase order with TANGEDCO and any other purchase order to be placed on M/s.----- by TANGEDCO."**

Further I undertake that M/s \_\_\_\_\_, withdraws the claims in respect of Exchange rate variation, Liquidated Damages etc., if any, raised so far in respect of the P.O No.\_\_\_\_ Dated \_\_\_\_\_ and shall not subsequently raise any dues/claims hereafter in respect of this P.O No.\_\_\_\_ Dated\_\_\_\_\_.

IN WITNESS THERE OF \_\_\_\_\_ acting for and on behalf of the Supplier has put his hand and seal for due observe of the Undertaking in the presence of the following witness on the day, month and year hereinafter first mentioned.

Signature with Seal  
(Authorized Power of Attorney of M/s\_\_\_\_\_)

WITNESS:  
(Signature with Name and Address)



**SCHEDULE – K**  
**KAMARAJAR PORT (ENNORE) PARTICULARS**

**Equipment Profile (Installed by TANGEDCO over Coal Wharf)**

1. Conveyors
  - Two streams with the rated capacity 4000 TPH each.
2. Unloading Equipments
  - Shore-based Gantry Type 2 Nos.
  - Grab Rated capacity 2000 TPH each
3. Mobile hopper
  - Mobile Hopper (to receive coal from Crane hopper self-unloading ship at the rate of 4000 TPH.) 1 No.

**Berth Details**

Berth	Capacity	Length (in meters)	Max Permissible Draught ( in meters)	Type of Cargo that can be handled	Size & Type of Vessels that can be handled
Coal Berth - 1	8 MTPA	240	13.5	Thermal Coal	65,000 – 77,000 DWT Handymax/Supramax and Panamax size vessels (Both geared & gearless vessels)
Coal Berth - 2	8 MTPA	240	13.5	Thermal Coal	65,000 – 77,000 DWT Handymax/Supramax and Panamax size vessels (both geared & gearless vessels)
CICTPL	8 MTPA	260	13.5	Thermal coal	Upto 1,50,000 DWT Panamax Gearless vessels/Geared vessel in gearless condition

**ENNORE HOPPER PARTICULARS:**

**1. HEIGHT OF JETTY FROM WATER LINE : 4.00 M**

**2. DISTANCE FROM JETTY END(FROM THE SEA-WARD FACE OF FENDER TO CENTRE OF HOPPER) : 8.22 M**

**3. THE MINIMUM JIB LENGTH AT AN MINIMUM ANGLE WITH RESPECT  
TO THE HORIZONTAL,I.E FROM THE SHIP'S SIDE TO  
THE CENTER OF HOPPER : 9.00 M**

**SIZE OF VESSEL SUITABLE FOR SHORE GANTRY CRANES:**

**SHORE BASED GANTRY GRAB SIZE : 6.35 M X 4.73 M**

**MAX. VESSEL BREADTH : 32.26M TO 35 M**

**MIN. HATCH SIZE : 11M X 11M**

**(FOR LATEST DETAILS REFER [www.ennoreport.gov.in](http://www.ennoreport.gov.in))**

**SCHEDULE – L**

**VOC PORT/TUTICORIN PARTICULARS**

**BERTHING FACILITIES FOR TANGEDCO:**

	Type	Max. permissible draft/mt.	Maximum size of vessel that can be accommodated	
			Length(mtr.)	DWT
Coal jetty-I	Jetty	12.80	225	50,000
Coal jetty –II	Jetty	12.80	225	60,000

**TUTICORIN HOPPER PARTICULARS:**

- 1. HEIGHT OF JETTY FROM WATER LINE : 4.40 M**
- 2. HEIGHT OF TEMPORARY HOPPER FROM JETTY LEVEL : 10.69M**
- 3. DISTANCE FROM JETTY END(FROM FACE OF FENDER TO CENTRE OF HOPPER) : 7.25M**
- 4. DISTANCE FROM EDGE OF THE WHARF TO CENTRE OF HOPPER : 6.25M**
- 5. THE MINIMUM JIB LENGTH AT AN MINIMUM ANGLE WITH RESPECT TO THE HORIZONTAL,I.E FROM THE SHIP'S SIDE TO THE CENTER OF HOPPER : 9.50M**

**(FOR LATEST DETAILS REFER [www.tuticorinport.gov.in](http://www.tuticorinport.gov.in))**

## SCHEDULE – M

### KARAIKAL PORT DETAILS FOR COAL BERTH:

NO: OF COAL BERTHS AVAILABLE: 4

### LOA/BEAM/DRAFT LEVEL AT EACH COAL BERTH:

BERTH	DETAILS		
	LOA(m)	BEAM(m)	DRAFT(m)
Berth No.1	245	35	13.5
Berth No.2	245	35	13.5
Berth No.3	360	40	13.5
Berth No.4	360	40	13.5

Draft at all coal berths is being increased to 14 m and the dredging work is currently underway

### **NO: AND TYPE OF SHORE CRANES AVAILABLE FOR UNLOADING:**

3 Nos Liebherr LHM400 Mobile Harbour Cranes with max lifting capacity of 104T and max reach radius of 48m. 2 Nos. ship unloading gantry cranes of max capacity 2500 MT/hour.

### **GUARANTEED DISCHARGE RATE AT COAL BERTHS IN METRIC TONNES PER DAY:**

30,000 MT/day ( with semi-mechanized cargo handling employing Mobile Harbour Cranes). Mechanisation of Coal Berths is currently in progress. After completion of mechanization the daily discharge rate will be 40,000 MT.

### **VESSEL HATCH SIZES SUITABLE FOR SHORE CRANES (L X B):**

Standard Handymax vessel size and above (including all Panamax and Capesize vessels)

**(FURTHER LATEST DETAILS REFER [www.karaikalport.com](http://www.karaikalport.com))**

**SCHEDULE – N : HIGH SEAS SALE AGREEMENT (IF APPLICABLE)**

High – seas Sales Agreement is entered on \_\_ day of \_\_ 20 \_\_ and between

**(Name and Address of Seller) HEREINAFTER REFERRED AS 'SELLER'**

**AND**

**(Name and Address of Purchaser), HEREINAFTER REFERRED AS 'PURCHASER'**

**It is hereby agreed upon that the Purchaser will Purchase " Imported steam Coal in Bulk " per (Name of vessel) from the Seller as per the following terms and conditions :**

- 1. Commodity: Imported Steam Coal in Bulk.**
- 2. Origin :**
- 3. Vessel :**
  - a. Quantity as per B/L :**
  - b. Technical specification :**
  - c. Bills of Lading Details :**
  - d. Sale Price :**
  - e. Payment :**
  - f. Force Majeure :**

**(For Seller)**

**(For Purchaser)**

**(Authorized Signatory)**

**(Authorized Signatory)**