

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION  
LIMITED**



**E-TENDER CUM AUCTION FOR LIFTING AND DISPOSAL OF DRY FLY  
ASH OF 12,00,000 MT PER ANNUM FOR A PERIOD OF FIVE YEARS  
FROM NORTH CHENNAI THERMAL POWER PLANT – STAGE III (1 X 800  
MW)**

**E-TENDER CUM AUCTION NOTIFICATION**

**SPECIFICATION NO.CE/MTS &**

**GTS/SE/CD/10/2023-24**

**(Through NIC Platform)**

The tender documents can be downloaded from the website :

[www.tangedco.gov.in](http://www.tangedco.gov.in), <https://tntenders.gov.in>

Further details can be had from the office of:

THE CHIEF ENGINEER/MECHANICAL,  
THERMAL STATIONS & GAS TURBINE SCMES,  
3<sup>rd</sup> FLOOR / WESTERN WING, NPKRR MAALIGAI,  
144, ANNA SALAI, CHENNAI-600 002, TAMIL NADU.

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**Section-I**

**NOTICE INVITING E-TENDER CUM AUCTION**

**TIME SCHEDULE AND KEYDETAILS**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**



**OFFICE OF THE**  
**CHIEF ENGINEER/MECHANICAL,**  
**THERMAL STATIONS & GAS TURBINE SCEMES,**  
**3<sup>rd</sup> FLOOR / WESTERN WING, NPKRR MAALIGAI,**  
**144, ANNA SALAI, CHENNAI-600 002, TAMIL NADU.**

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**NOTICE INVITING AUCTION (NIA)**

**SPECIFICATION NO. CE/MTS & GTS/ SE/CD/10/2023-24**

**Name of work : Lifting and disposal of Dry Fly ash of 12,00,000 MT per annum for a period of five years from North Chennai Thermal Power Plant – stage III-(1 x 800 MW) for a period of 5 years.**

TANGEDCO invites bid from the registered bidders in NIC through thee-tender cum auction two cover system, for the above work.

Lot No	Description of Commodity	Qty./ Month (MT) (approx)	Qty. /Year (MT) (approx)	Earnest Money Deposit @ (Rs.)	Auction Fee	Pickup/Lifting location address
1	Dry Fly Ash	100000 MT	12 lakh MT	1.23 Crore	Nil	SILOS of NCTPP- Stage III/(1x 800 MW), Athipattu

**CHIEF ENGINEER/MECHANICAL,**  
**THERMAL STATIONS & GAS TURBINE SCEMES**

## **Section II**

### **GENERAL TERMS AND CONDITIONS**

**INVITATION FOR BIDS**

**NAME OF WORK: LIFTING AND DISPOSAL OF DRY FLY ASH FROM NORTH  
CHENNAI THERMAL POWER PLANT– STAGE –III (1 X800  
MW)**

**E–TENDER CUM AUCTION SPECIFICATION NO:CE/M/TS &  
GTS/SE/CD / 10/2023–24**

**GENERAL TERMS AND CONDITIONS****1.0 INTRODUCTION**

Tamil Nadu Generation and Distribution Corporation Limited (henceforth referred to as "TANGEDCO") which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and permitted assigns intends to promote utilization of dry fly ash as resource material. To facilitate this, TANGEDCO intends to sell dry fly ash for a period of five years. TANGEDCO thus invites tenders for 'Sale of dry fly ash of approximately 12,00,000 MT/annum for a period of five years from North Chennai Thermal Power Plant – stage -III (1 X 800 MW).

**2.0 BRIEF SCOPE OF CONTRACT:**

- a) TANGEDCO invites bids as specified in the e-tender cum auction document/catalogue/bid document for the sale of dry fly ash from the designated delivery points in the buyer's ash trucks on "as is where is basis" subject to site conditions, Force Majeure conditions, unforeseen events of NCTPP–stage -III-(1 X 800 MW).
- b) Forward e-Auction document consisting of information to the bidders, specifications and the set of terms and conditions of the contract to be complied

by the bidder, is publicly visible in the websites [www.tangedco.gov.in](http://www.tangedco.gov.in), <https://tntenders.gov.in> and the intending bidder can download the documents at free of cost from the website.

- c) The dry fly ash shall be issued to the buyers from the designated delivery point(s) i.e. from North Chennai Thermal Power Plant -stage -III( 1 x 800 MW). The buyer(s) shall make arrangements for taking delivery and transport the same in prescribed manner. The tentative quantity available for issue from North Chennai Thermal Power Plant-stage -III(1 x 800 MW) is as here under:

<b>POWER STATION/ LOCATION</b>	<b>QUANTITY AVAILABLE</b>	<b>DRY FLYASH QUALITY TO BE ISSUED</b>	<b>PERIOD OF CONTRACT</b>
North Chennai Thermal Power Plant-Stage -III- (1X800 MW),Chennai – 120	12,00,000MT per Annum	On 'as available basis'	5 (five) years

### **3.0 TECHNICAL BID CONDITIONS:**

- a) The submission of bid by Bidders implies that the bidder has read these notices and conditions of contract and are aware of the scope of the work.
- b) The Bidder shall bid for the stipulated scope of work. Those who bid for scope less than that stipulated scope will not be considered for evaluation and will be rejected without any further correspondence.
- c) The Bidder may visit NCTPP–stage -III(1 X 800 MW) plant area before submitting the Technical bid on submission of the Bid.
- d) There is no provision for submission of bids after the bid submission time stipulated.

#### **4.0 PRICE BIDDING:**

- a) Bidders who fulfill the terms & conditions would only be allowed to participate in the subsequent process of forward e-auction.
- b) The H1 price or any suitable price at the discretion of TANGEDCO will be prescribed for next level of e-auction.
- c) The live e-auction shall be held on the e-portal of M/s. NIC Ltd., during the time which will be indicated later through e-procurement portal. Bidders are requested to regularly visit the website for updates in this regard.

#### **5.0 UNDERSTANDING AND CLARIFICATION OF TENDER CONDITIONS**

- a) The Bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true intent or meaning of any part thereof, the bidder shall request in writing for an interpretation / clarification. However, such request must reach the TANGEDCO before the time stipulated for seeking the clarifications. After receipt of such clarifications, the Bidder shall submit his Bid within the time and date specified in the invitation to Bid. All such interpretation and clarification shall form a part of the tender conditions.
- b) Verbal clarifications and information given by TANGEDCO or its employees or representatives shall not be in anyway be binding on the TANGEDCO.

#### **6.0 EARNEST MONEY DEPOSIT (EMD) & AUCTION FEE:**

- a) EMD: Refer SECTION-I table.
- b) Mode of Payment : on line only
- c) Tender/Auction Fee: Nil

#### **7.0 EMD :**

- a) Earnest Money Deposit is specified in the SECTION-I "Notice Inviting Auction" (NIA).No Exemption from payment of EMD is allowed for this tender.



- b) The bids will be considered only if EMD is paid by the bidder.
- c) EMD shall be paid through online mode only. Provision available at NIC portal in the EMD link under bid submission window through the collection account by integrating the payment gateway services of SBI on line mode.
- d) Any mode of payment other than on line shall not be accepted under any circumstances.
- e) The EMD should be the exact amount If excess or short, the tender status will be shown as invalid. The EMD payment to be made is only single payment.
- f) Bidder have to upload the scanned copies of the NEFT/RTGS proof for Earnest Money Deposit (as a PDF file of 100 dpi resolution) along with bid before the due date & time for bid submission. The EMD will be refunded automatically to the unsuccessful bidders after intimation of the rejection/ non acceptance of their bids.
- g) The refund of EMD will be made to the Bank A/c from which EMD amount is paid by the bidder through the portal.
- h) Request for converting any previous Earnest Money Deposit/SD, lying with TANGEDCO if any, to Earnest Money Deposit for this tender, shall not be entertained under any circumstances.
- i) Tender Inviting Authority may forfeit the EMD amount if the bidder withdraws bid after tender opening. GST for the forfeited EMD amount will be collected from the Bidder.
- j) The EMD will not carry any interest.
- k) If TANGEDCO incurs any loss or damage on account of non-fulfillment of any obligations by the bidder, then such losses/ damages incurred by TANGEDCO shall be deducted from the E M D . The amount so deducted/adjusted shall not be refunded to the bidder.

## **8.0 FORFEITURE OF EMD :**

The Earnest Money Deposit of the Bidder will be forfeited

- a) If the bidder withdraws the bid or backs out after acceptance of their bid.
- b) If the bidder revises any of the terms quoted during the validity period without any request.
- c) If the bidder violates any of the conditions of the Tender specification.
- d) If, the documents furnished with the bid are found to be bogus or the documents Contain false particulars.
- e) If the price for the proportionate first one month quantity covered in the letter of award (LOA) and the Security Deposit payable by the successful bidder is not remitted by Successful bidder within the stipulated time period (including Holidays) from the date of receipt of LOA.

## **9.0 RIGHTS OF THE TANGEDCO:**

- a) TANGEDCO reserves the right to verify any information /documents furnished by the Bidders should the circumstances so warrant. If at any stage during finalization of tender/ execution of the contract agreement, any document/s submitted by any bidder in the bid is found to be forged/ false, the bid is liable to be rejected and EMD liable to be forfeited , letter award is liable to be rejected and Security Deposit liable to be forfeited and any other action as deemed fit be initiated.
- b) TANGEDCO reserves its right to seek any additional detail/document required at any point of time during and after the process of e - auction. If the bidders fail to furnish such details, their bid is liable for rejection.
- c) TANGEDCO reserves the right to reject / cancel any bid/all bids at any stage during the process, without assigning any reasons.
- d) The bid shall be rejected, if the bid is

- i. Not in the Prescribed form
  - ii. Not properly signed by the bidder
  - iii. From any black listed firm or contractor
  - iv. From a bidder who is /are directly or indirectly connected with Government Service or in TANGEDCO or of a local authority.
  - v. From the bidder whose past performance is not satisfactory
  - vi. Not in conformity with TANGEDCO's requirement as per the terms and conditions of the tender
  - vii. Incomplete and/or incorrectly submitted
  - viii. Conditional
  - ix. Received by telex or telegram or Fax or e-mail
  - x. From Joint venture/consortium
- e) TANGEDCO reserves the right at the time of allotment or any time during the period of contract to increase, decrease or delete the quantity of fly ash from the originally specified/allotted quantity without assigning any reason.
- f) Tamil Nadu Generation & Distribution Corporation Limited, reserves the right to foreclose/terminate the contract in the event of unsatisfactory performance apart from levy of penalty as per Clause 32.
- g) Tamil Nadu Generation & Distribution Corporation Limited may stipulate security and other measures from time to time in the interest of overall safety and smooth administration of the entire plant, which are to be strictly complied by the successful bidder.
- h) TANGEDCO reserves the right to distribute the quantities to more than one bidder at its discretion.
- i) The fly ash will be allotted to other bidders who match the H 1 offered price, at the discretion of TANGEDCO.

- j) TANGEDCO reserves the right to reject any bid on any other ground/s or reason/s not covered above, but detrimental to the interest of TANGEDCO and comes to the knowledge/notice of TANGEDCO at any stage during tender process without giving any reason for the same to the bidder.
- k) TANGEDCO reserves the right to allot ash to other willing buyers who agree to buy fly ash at H 1 price on payment of proportionate Security Deposit for the quantity to be lifted.

### **10.0 VALIDITY OF BIDS**

- a) The rates should be kept valid **for 90 days** from the date of Opening of Tender.
- b) If the bid is withdrawn by any bidder within the validity period, the EMD paid by the bidder will be forfeited by TANGEDCO.
- c) Further, the bidder shall agree to extend the validity of the bids without altering the substance and prices of their Bid for further periods, if any, required by TANGEDCO.
- d) No bidder will be allowed to withdraw the bid within the validity period specified. If the bid is withdrawn by the bidder before the expiry of the validity period, the Earnest Money Deposit paid will be forfeited. The bidder cannot quote his own validity period and if done so, the bid will be liable for rejection.

### **11.0 PERIOD OF CONTRACT**

Duration of contract for lifting of dry fly ash from Tamil Nadu Generation & Distribution Corporation Limited, NCTPP stage –III ( 1 X 800 MW)- will be for a period of 5 years from the date of LoA.

### **12.0 SIGNING OF E-AUCTION:**

Any document submitted online

- a) Shall be digitally signed.
- b) Every time a new rate is quoted during auction process it shall be digitally

signed.

- c) Persons signing the auction should state in what capacity he or she is signing (i.e.,) Sole Proprietor, or Secretary etc., of the firm. The person signing the auction form or other documents forming part of auction on behalf of another shall produce a proper Power of Attorney duly executed in his favor stating that he had authority to bind such other person in all matters pertaining to the contract. If the person signing subsequently fails to produce the said Power of Attorney within a reasonable time then decision taken by TANGEDCO is final. The Power of Attorney should be signed by all partners in case of partnership concern and in case of firms it should be under the common seal of the company.

### **13.0 INSPECTION OF SITE:**

- a) The intending bidders before participation in tenders may conduct a physical inspection of the quality of the goods offered for sale in location. The O/o CE/North Chennai Thermal Power Plant-stage –III may be contacted for physical inspection during office hours between 10.00 Hrs. to 17.00 Hrs. on working days. Any kind of further request of the physical inspection after the due date will not be entertained under any circumstances.

### **14.0 "AS IS WHERE IS BASIS":**

- a) After successful auction, lifting of dry fly ash shall be commenced from the designated premises of NCTPP-stage - III (1 X800 MW)/ TANGEDCO, Chennai – 120. TANGEDCO shall not entertain any complaint about the quality of commodity.
- b) Auction is on "As is where is basis". Therefore, no complaints regarding quantity, quality and measurement etc. will be entertained. The bidder may satisfy himself about quantity, quality and measurement after verification in the pickup/lifting location address as mentioned in Section-I before submitting the bid.

**15.0 SELECTION OF H1 BIDDER:**

- a) In e-auction, at the scheduled Date & Time, bidder has to bid and shall freeze the rate each time by digital signing.
- b) After the completion of the auction process, the successful bidder (H1) along with the rank of other bidders will be visible to all the bidders on the screen of the e-auction portal.
- c) For the successful Bidder/Bidders agree to match the H 1 price, letter of award (LOA) will be issued by TANGEDCO after completing internal procedures.
- d) TANGEDCO reserves the right to distribute the quantities to other bidders and other willing buyers matching with H 1 price on payment of proportionate Security Deposit, at it's discretion.

**16.0 TANGEDCO'S RIGHT TO CANCEL THE TENDER:**

- a) If the bidding ends with a zero bid or single bid, then TANGEDCO reserves the right to take any decision without serving any prior notice and the decision taken by TANGEDCO will be final.
- b) Even in case if more than one bid, TANGEDCO reserves the right to take any decision.

**17.0 QUOTING THE RATE:**

- a) The rates shall be quoted as per the price schedule. Outstation bidders may acquaint themselves with obligation of taxes etc. Payable from the local authorities before they participate in the tender.

**18.0 ACCEPTANCE OF TENDER AND ISSUE OF LETTER OF AWARD (LOA)**

- a) The successful bidder will be intimated of the acceptance of the rate through a Letter of Award.
- b) The letter of award (LOA) will be issued to successful bidder at the discretion of

TANGEDCO. The LOA will cover material cost at the accepted rates together with GST and TCS if applicable. If the buyer is from outside the state of Tamil Nadu IGST is applicable. The successful bidder should remit the price of first one month quantity to be lifted within 15 (including holiday) days from the date of receipt of letter of award (LOA) from any scheduled Bank in the form of NEFT/RTGS in favour of concerned authority as per the directions of CE/NCTPP-III- (1 X 800 MW), Chennai-120. Cash Receipt should be produced to the CE/NCTPP- Stage III who will arrange for the Issue order.

- c) The price of the ash will be escalated by 5% every year from the date of issuance of LoA.

## **19.0 TERMS OF PAYMENT**

- a) Time for remittance for first month proceed is within 15 days from the date of LoA.
- b) For subsequent months, the successful bidders shall be permitted to lift the dry fly ash only after making an advance payment in the form of Demand Draft (or) NEFT/RTGS in favor of TANGEDCO for an amount equal to the monthly quantity of ash to be lifted as per contract multiplied by applicable rate and applicable taxes before 25<sup>th</sup> of previous month for the quantity to be lifted in the month. Advance shall be adjusted against actual quantity lifted. All bank charges shall be borne by the buyer.
- c) Poor performance of the bidder in remitting the price of ash to be lifted within the specified time and /or in lifting the allotted fly ash will lead to forfeiture of SD at the discretion of TANGEDCO.
- d) Once the monthly sale amount has been deposited, any request or claim to refund the Amount in whole or part shall not be entertained under any circumstances.
- e) Under no circumstances, extension of time will be granted for remittance of the amount required to be deposited under the contract.

## **20.0 EXECUTION OF AGREEMENT**

- a) After remittance of Security Deposit, the contractor shall execute an agreement with Tamil Nadu Generation & Distribution Corporation Limited, on Rs.80/-value stamp paper in the prescribed format within 30 (thirty) days from the date of receipt of Letter of Award.
- b) Agreement will be signed in one original only. Original would be kept with Tamil Nadu Generation & Distribution Corporation Limited, and certified copy given to the contractor.
- c) Subsequent to signing of the contract the contractor shall provide Tamil Nadu Generation & Distribution Corporation Limited, with 8 (eight) bound copies of the contract agreement.

## **21.0 SECURITY DEPOSIT:**

The contractor shall furnish Security Deposit for a value equivalent to 5% of the total contract value for the quantity allotted for five years in the form of crossed DD/ NEFT/ RTGS in favour of TANGEDCO's collection account or by way of Bank Guarantee for 5% of the contract value after adjusting the EMD from any nationalized / scheduled bank valid for the entire duration of contract for proper fulfillment of the contract within 15 days from the date of acceptance of Letter of Award. No interest is payable to the bidder for the Security Deposit.

The Security Deposit shall be refunded only on completion of the contract to the satisfaction of TANGEDCO. If TANGEDCO incurs any loss or damage on account of non-fulfillment of any obligation under this contract, then such losses / damages incurred by TANGEDCO shall be deducted from the Security Deposit. The amount so deducted / adjusted shall not be refunded to the contractor.

- 21.1** If the whole or a part of the Security Deposit is adjusted / attached by the TANGEDCO for any default of Contractor in the due fulfillment of the contract during the contract period, then the contractor shall immediately arrange to



replenish the amount of Security deposit so attached / adjusted for the continued operation of the contract, failing which the contract is liable for termination by TANGEDCO, the responsibility for which shall wholly rest with the contractor.

**21.2** Failure of the successful Bidder to comply with the requirement of submission of Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allotment order and forfeiture of the SD. In that event no damages or compensations shall be payable to the buyer.

**21.3** Security Deposit shall be released after satisfactory completion of contract in all respects.

**22.0 UNIFORM QUANTITY OVER THE ALLOCATION PERIOD:**

The annual quantity shall be divided in to uniform equal quantity per month on award of LoA for the remaining period. However, final decision on this shall be with TANGEDCO.

**23.0 RIGHT TO REJECT/ACCEPT:**

- a) The TANGEDCO has every right to accept/reject the auction with or without assigning any reason. TANGEDCO also has the right to cancel the auction at any stage/ at any point of time with or without assigning any reason.
- b) TANGEDCO reserves the right to accept or reject any bid including the highest H1 rate without assigning any reason.

**24.0 OBLIGATION OF TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED**

- a) Tamil Nadu Generation & Distribution Corporation Limited, will endeavor to make available dry fly ash for a period of five years from the date of LoA.
- b) Tamil Nadu Generation & Distribution Corporation Limited will allot dry fly ash to the buyer.

- i. At the finalized tender rate with escalation of 5% every year.
- ii. On 'as is where is' basis, Tamil Nadu Generation & Distribution Corporation Limited shall not be responsible for any of the transportation & unloading problems etc.

## **25.0 CONDITIONS FOR EVACUATION OF DRY FLY ASH**

- i) Contractor shall make arrangements to transport the fly ash only in closed bulker.
- ii) The Contractor shall lift the entire agreed quantity of fly ash made available by Tamil Nadu Generation & Distribution Corporation Limited, and excess over and above the allotted quantity i.e., entire offered quantity, if issued by Tamil Nadu Generation & Distribution Corporation Limited, (with mutual acceptance) at the agreed contract rates and terms and conditions of the contract.
- iii) The contractor shall abide by all the general security rules/procedures and have to keep the records of fly ash lifted on daily basis and submit to Tamil Nadu Generation & Distribution Corporation Limited, along with a certificate on monthly basis to acknowledge the lifted quantity of fly ash.
- iv) The contractor shall measure in the weigh bridge as directed by CE/NCTPP-III:
  - a) Empty weight of each bulker
  - b) Weight of each bulker loaded with ash going out of the silo area.

The difference between the readings at 'a' and 'b' shall give the weight of ash transported by the contractor.
- v) Meetings for monitoring the progress of ash utilization, environmental, safety issues etc., at silo and connected systems, as directed by Tamil Nadu Generation & Distribution Corporation Limited, shall be conducted. Contractor has / have to attend the meetings positively and produce all necessary information/details/documents as desired by Tamil Nadu Generation & Distribution Corporation Limited,

- vi) The contractor has/have to lift the entire quantity of fly ash offered irrespective of quality.
- vii) The contractor has /have to arrange suitable competent staff to carry out their scope of work.
- viii) On instruction of the Site Engineer, the contractor shall immediately remove any person employed/ deployed on the work, who misbehaves or causes any nuisance or otherwise, in the opinion of the Site Engineer, or is not fit to be deployed on the work, such person shall not be re-employed or allowed on the work without the prior permission of the Site Engineer.
- ix) Co-operation and Co-ordination with Tamil Nadu Generation & Distribution Corporation Limited, and other connected / similar agencies is to be ensured at all time.
- x) Contractor has to deploy manpower for monitoring and ensure there are no leakages/ spillage in ash bulkers at silos, loading/ delivery points, road paths and connected areas. Any leakage, if found, shall be attended immediately and communicated to Tamil Nadu Generation & Distribution Corporation Limited.
- xi) Contractor has to arrange jumbo bags for collecting and lifting of fly ash from ESP in case of emergency.
- xii) Contractor has to plan and execute the lifting / evacuation of fly ash and complete the work as directed by Tamil Nadu Generation & Distribution Corporation Limited authorities at site.
- xiii) The Contractor has to deploy safety and environmental Engineer, to monitor and control safety and environmental issues.

## **26.0 LOADING/DELIVERY POINTS**

- a) Tamil Nadu Generation & Distribution Corporation Limited, would issue dry fly ash from the designated loading/delivery points i.e. from silo of NCTPP-stage III (1 X800 MW).

- b) Fly ash shall be considered to have been issued /delivered as it passes in to the contractor's vehicle at the loading/delivery point.

## **27.0 WEIGHMENT FOR INVOICING**

Fly Ash shall be issued based on actual weighment carried out at Tamil Nadu Generation & Distribution Corporation Limited's weigh bridge as directs by CE/NCTPP-III. Weight so recorded by Tamil Nadu Generation & Distribution Corporation Limited shall be considered final.

## **28.0 UPWARD QUANTITY FLEXIBILITY:**

If requested and accepted by the Contractor or if offered by the TANGEDCO and accepted by the contractor, the TANGEDCO may consider sale of additional quantity over & above the allotted quantity subject to availability and at the sole discretion of the TANGEDCO, at the same terms and conditions of the contractual quantity.

## **29.0 COMMENCEMENT OF FIRST OFF TAKE:**

Commencement of first off take of fly ash by successful bidders should not exceed beyond 15 days (Including Holidays) from the date of issue LoA order given by CE/NCTPP-III. Non lifting of fly ash within the specified time will lead to forfeiture of EMD apart from termination of contract unless specifically agreed by TANGEDCO.

## **30.0 BREACH OF CONTRACT:**

Following will constitute breach of contract:

- a) Delay in first off-take by Contractor from committed date by more than one month.
- b) Delay in submission of Security Deposit from the stipulated date by more than one month

- c) Contractor is not complying with operation and safety requirement and neglecting instructions of site Engineer.

### **31.0 CONTRACTOR'S RESPONSIBILITY DURING OPERATION:**

The contractor will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and TANGEDCO will not be liable in any manner. If any action is brought against TANGEDCO for payment of damages or compensations the contractor shall indemnify TANGEDCO from all such action or claim from damages/ compensation if TANGEDCO is held liable for any compensation the contractor shall forthwith compensate TANGEDCO, such claim arising after expiry of the contract period. The contractor's transporter(s) shall have valid license of statutory State Govt./ Central Govt. Authority for transportation of specified goods if required. Contractor being the principal employer for the employees and workers engaged by him Tamil Nadu Generation & Distribution Corporation Limited, has no relationship whatsoever either with him or with the workers. The contractor should **have obtained contract labour license** and register himself as principal employer in respect of his employees and workers engaged by him under contract Labour (Regulation & Abolition) Act and follow the provisions set out in the said Act in so far as the service conditions of such workers are concerned.

Contractor shall obtain independent code number from the EPF& ESI authorities. He shall pay the contribution in respect of workers engaged by him and follow the provisions of the Act. He shall indemnify Tamil Nadu Generation & Distribution Corporation Limited from any claim arising out of failure to follow the provisions of the said Act. Tamil Nadu Generation & Distribution Corporation Limited, shall be in no way responsible for his failure to follow the said Acts.

### **32.0 PENALTY AND TERMINATION CLAUSE**

Tamil Nadu Generation & Distribution Corporation Limited, reserves the right to foreclose/terminate the contract in the event of unsatisfactory performance apart

from levy of penalty.

- i) Unsatisfactory performance means failure of the contractor to collect fly ash and/or non adherence to any of the conditions of the contract. Continuous failure to lift the entire fly ash allotted and/or offered quantity for a period of three months would render this contract liable for termination at the option/discretion of Tamil Nadu Generation & Distribution Corporation Limited.
- ii) The contractor is bound to lift the entire offered quantity of fly ash at the agreed rates as per terms and conditions of the contract agreement. In case of failure, the contractor shall pay penalty to the extent of cost incurred/loss suffered in disposal of ash due to non -lifting of the allotted quantity by the successful bidder. If the unlifted ash is disposed through other agencies, the loss suffered by TANGEDCO due difference in price or short lifting by other agencies has to be paid by the successful bidder. If the unlifted ash is not bought by others, the cost of disposal of such unlifted ash has through other reasons has to be paid by the successful bidder. However penalty will be calculated on annual basis.
- iii) If contractor is in breach, default or violation of any of the conditions of contract, in the event of contractor being adjudicated insolvent or being a company dissolved or ordered to be wound up or liquidated or force majeure events occur which are not capable of being remedied even after 180 days and if the contractor wishes to terminate the contract for whatsoever reasons notwithstanding anything herein above contained or for any reason whatsoever, Tamil Nadu Generation & Distribution Corporation Limited shall be at liberty to terminate this contract forthwith and without prejudice to all other rights or claims of Tamil Nadu Generation & Distribution Corporation Limited under this contract or otherwise in law and contractor shall not be entitled to any claim for loss, compensation or damage or any other liability arising out of early termination. All the systems developed by the contractor shall become the property of TANGEDCO and further, the Security deposit of the contractor will be liable to be forfeited.

If the contract is closed down permanently or liquidated otherwise due to force

majeure conditions or financial bankruptcy, the stake of the contractor in these equipment may be alienated to other similarly placed contractor subject to such new contractor fulfilling the qualifying conditions and contractual obligations contained herein and found acceptable by Tamil Nadu Generation & Distribution Corporation Limited prior to such alienation.

- iv) In case of any violation of MoE& F& CC norms/all concerned notifications in force by the contractor, the penalty imposed or action initiated by MoE& F/ TNSPCB shall be fully to the account of the Contractor.
- v) Tamil Nadu Generation & Distribution Corporation Limited reserves the right to terminate the contract in the event of breach of contract by the contractor giving one month notice in writing of the intention to do so and in such an event, the contractor shall not be entitled for any compensation whatsoever from Tamil Nadu Generation & Distribution Corporation Limited.
- vi) Contract for sale of fly ash may be foreclosed / terminated at any time depending on the policy of the Government and/or other authorities. TANGEDCO reserves the right for foreclosure/termination of the contract in the interest and safety of the station and the company by giving 15 days notice in writing to the contractor.

### **33.0 TAXES, DUTIES LEVIES ETC.,**

The contractor shall be liable and responsible for payment of all statutory levies in the form of taxes, octroi etc. on the issue of dry fly ash, such statutory liabilities, if any shall be paid by contractor extra at actuals. Information regarding any change in registration status under any statutory tax laws / any other law is to be furnished by the contractor to Tamil Nadu Generation & Distribution Corporation Limited, as and when changed.

### **34.0 GOODS & SERVICE TAX (CGST /SGST /IGST )**

- a) The applicable Goods & Service tax is extra to be paid by the contractor. However if due to any change in law, the GST actually applicable on the date of invoice shall be borne by the contractor.
- b) If the contractor wishes to take the bought out materials outside the State they should pay IGST and produce evidence for payment of the tax before lifting the materials outside the state.
- c) The copy of valid GST registration certificate of the bidder shall be up loaded along with the bid.

### **35.0 TCS**

The Applicable TCS on sale of good is extra to be paid by the contractor. (as per the section 206C (1H) of Income Tax Act 1961) The suppliers of goods to TANGEDCO are liable to collect TCS u/s.206C (1H) @ 0.1% (reduced to 0.075% upto 31.03.2021) along with their bills settlement. Similarly, TANGEDCO, TANGEDCO of Power / fly ash, will have to collect TCS 0.1% (reduced to 0.075%) from applicable HT & LT consumers / any companies. If PAN /Aadhar number of consumer or contractor is not available, higher rate of TCS @1% is to be collected.

#### **a) TCS Rates:**

There are 2 TCS rates prescribed in section 206C (1H)

For consumer with valid PAN : 0.075%

No PAN / Wrong PAN :1%

### **36.0 GST E-WAY BILL:**

The Government of India has notified E way bill system for interstate/intrastate movement of goods. Hence it is informed that generation of e-way bill is the responsibility of the Contractor or their transporters.



### **37.0 DEDUCTIONS OF AMOUNT**

Any amount which becomes due and payable to the Tamil Nadu Generation & Distribution Corporation Limited, from contractor shall be deducted from any amount or amounts becoming due payable to contractor under this or any other contract with Tamil Nadu Generation & Distribution Corporation Limited.

### **38.0 CLEARANCES**

It is the responsibility of contractor to get all the clearances from the concerned authorities required for executing the work as per the terms and conditions of the contract.

### **39.0 VENDOR REGISTRATION**

In TANGEDCO/TANTRANSCO, Vendor Registration has come into effect from 01.01.2021. The successful bidder/buyer must register in the Online Vendor portal Website [http://exam.tnebn.net.org/tneb vendor](http://exam.tnebn.net.org/tneb_vendor) for Vendor Registration.

### **40.0 STATUTORY RULES AND REGULATIONS**

- a) The contractor should **have obtained contract labour license** and register himself as principal employer in respect of his contract labourers and workers engaged by him under contract Labour (Regulation & Abolition) Act. The contractor shall register under the contract labour Act or any other Labour Acts as may be applicable from time to time. The contractor shall follow all the provisions of Labour laws and other laws including the payment of wages Act, Minimum Wages Act, Workman compensation Act and other Local Laws and rules framed from time to time. Any amount payable to the employees of the contractor under any of the law by the contractor, if demanded from the Tamil Nadu Generation & Distribution Corporation Limited, the same shall be paid by the contractor, If there is any delay, the same will be recovered from the EMD/SD of the contractor and the same shall be made good by the contractor within 7 days. The contractor shall maintain all registers and records as required under the various laws and regulations made from time to time. The contractor shall

make arrangements for the engagement of labourers according to the provisions of Indian Labour Laws and the local acts and for the payment thereof. The contractor shall pay rates of wages and observe conditions as defined in the Indian Labour Laws. On receipt of the order, the contractor shall furnish the certificate to Chief Engineer/NCTPP-Stage –III (1 x 800 MW) or representative of Tamil Nadu Generation & Distribution Corporation Limited about the registration with the competent authority under the contract Labour Acts, and other Acts.

- b) The contractor and his employees shall observe all the statutory rules and regulation of the power plants and the provision of the other labour laws and regulations made thereunder which are applicable to the power plants.
- c) In the event of any accident to the contractor's employee during the course of his employment in pursuance of the present contract, the contractor shall be responsible to pay the compensation or any sum payable to such employee under the provisions of Law or Regulations made thereunder including the provisions of workman compensation Act. No benefit or compensation from Tamil Nadu Generation & Distribution Corporation Limited in any form shall be admissible in such case. The contractor shall indemnify Tamil Nadu Generation & Distribution Corporation Limited against any action from the statutory authorities against his failure or lapses under such acts and laws.

#### **41.0 SECURITY AND REGULATIONS**

NCTPP–stage -III (1 X 800 MW) being a prohibited area, the contractor shall obtain entry pass for persons employed by him in the North Chennai Thermal Power Plant-III from the concerned Authority for the entry in NCTPP–stage III – (1 X 800 MW). The contractor and his employees shall abide and follow the rules of security and instructions of the Security Officer at NCTPP–stage-III (1 X 800 MW).

**42.0 DAMAGES TO THE PROPERTY:**

In the event of any damage occurring to any works, property of Tamil Nadu Generation & Distribution Corporation Limited, or any person due to negligence on the part of the contractor or his labour, the contractor shall be solely responsible and must reconstruct, repair and make good any such damages at his own expense to the full satisfaction of the Chief Engineer/NCTPP – Stage - III (1 X 800 MW). No claim shall be entertained for idle labour due to strike, lockout etc., beyond the control of Tamil Nadu Generation & Distribution Corporation Limited.

**43.0 OTHER TERMS & CONDITIONS:**

- a) The Chief Engineer/NCTPP– III (1 X 800 MW) or authorized Engineer of Tamil Nadu Generation & Distribution Corporation Limited, shall have the power from time to time, in the execution of the work to issue notice in writing and to instruct/ direct the contractor to make alteration/ variations in the work.
- b) If the contractor fails to carry out the assigned works satisfactorily during the currency of the contract, Tamil Nadu Generation & Distribution Corporation Limited, shall have the power to engage any other person firm or agency to complete the work. Any extra cost incurred by the Tamil Nadu Generation & Distribution Corporation Limited, due to such failure on the part of the contractor shall be recovered from the contractor.
- c) To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode and procedure for carrying out the work, the decision of The Chief Engineer/NCTPP–Stage III- (1 X 800 MW) or any person authorized by Tamil Nadu Generation & Distribution Corporation Limited, shall be final and binding on the contractor.
- d) Contractor shall monitor and control pollution levels as per Mo E&F norms while evacuation and transporting the fly ash. Contractor shall be responsible for any

lapse in adhering to the environmental Norms. Every effort shall be made by him to operate it with in permissible values at his cost. The contractor shall meet/ be responsible / indemnify Tamil Nadu Generation & Distribution Corporation Limited, against any penalties levied / legal actions initiated by the state pollution control Board/ Mo E& F& CC for lapses, if any, as well as for short utilization of ash.

- e) The Contractor shall take all precautions and measures so that there is no spillage of fly ash or flying suspended particles while transporting dry fly ash using vehicles from loading points up to the end user points. If the process adopted by the contractor is found deficient and not to the satisfaction of Tamil Nadu Generation & Distribution Corporation Limited engineers, Tamil Nadu Generation & Distribution Corporation Limited, reserves the right to stop the supply of dry fly ash forthwith and also to terminate the contract as per Clause No. 32.0 in case of any violation of MoE & F & CC norms, the penalty imposed or punitive action initiated by MoE & F & CC on Tamil Nadu Generation & Distribution Corporation Limited, shall be to the account of the contractor.
- f) The Contractor shall be responsible for paying the authorities concerned, all existing and future statutory levies in the form of duties/taxes etc., if applicable / becomes applicable on dry fly ash.
- g) Contractor shall insure his personnel and for third party liability as required under various statutes.
- h) Contractor shall ensure that there is no buildup of ash in silos due to poor/ non-lifting of fly ash. In case the contractor fails to lift the dry fly ash, then TANGEDCO has to dispose in wet mode by subject to levy of penalty on the contractor as applicable for non-lifting as per clause. No. 32. Tamil Nadu Generation & Distribution Corporation Limited shall also have right to issue the un-lifted quantity of fly ash to any other agencies to avoid disposal in wet mode to ash dyke.
- i) Contractor shall obtain insurance policy covering all the employees and workers

engaged in the collection and transportation of ash under workmen compensation Act., He shall further indemnify Tamil Nadu Generation & Distribution Corporation Limited, from any claim by his employees and workmen.

- j) Contractor shall obtain necessary permission, license etc, from respective authorities for carrying out the works under the Indian Factories Act. He shall also follow the provisions of the said Act, as far as the health safety, Welfare, amenities, employment of women etc., are concerned.
- k) Contractor shall abide by the administrative guidelines and procedures laid down by Tamil Nadu Generation & Distribution Corporation Limited, from time to time regarding security and other aspects in the plant. He shall also promptly rectify any deficiencies observed by Tamil Nadu Generation & Distribution Corporation Limited, in execution of his works.
- l) Either party shall be liable for nonperformance either in full or part of the agreement, due to planned shutdown, reasons unforeseen and beyond its reasonable control such as breakdown of equipment/ auxiliary system in NCTPP stage- III (1 X 800 MW)/grid/ coal supply and transportation strikes/ lock outs, acts of God etc., in the work premises of NCTPP-stage -III (1 X 800 MW)/Collieries / Railways / Tamil Nadu Generation & Distribution Corporation Limited / Ports and the contractor. However, either party shall keep the other party informed of any such development within a reasonable time.
- m) Should any law be enacted or existing laws be amended to the extent any statutory liability is likely to be attached to Tamil Nadu Generation & Distribution Corporation Limited the contractor shall review the same and endeavor to take measures which will put Tamil Nadu Generation & Distribution Corporation Limited, in the original position prior to such amendment or enactment.
- n) In the event any law is enacted or a scheme is introduced by any state national or international authority/ Governments where tax credits or other terms of incentives are made available to power plant in respect of incentives for environmental protection/ conservation such benefits shall be to the account of

Tamil Nadu Generation & Distribution Corporation Limited, only.

## **GENERAL CONDITIONS**

### **44.0 ACQUAINTANCE OF LOCAL CONDITIONS:**

It will be imperative for the Bidder to fully get informed about all local conditions and factors, which shall have any effect on the execution of the work covered under this tender.

### **45.0 LANGUAGE OF THE CONTRACT**

All bids shall be submitted in English Language.

### **46.0 CONFIDENTIALITY**

- a) Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- b) Any effort by the bidder to influence TANGEDCO in the bid evaluation, bid comparison or allocation decisions may result in the rejection of the Bidder's bid.
- c) From the time of bid opening to the time of allocation, if any Bidder wishes to contact TANGEDCO on any matter related to his/her bid, he/she should do so in writing only.

### **47.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- a) TANGEDCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order. The incomplete bids will be rejected summarily.
- b) TANGEDCO may at its discretion waive off/ignore any minor, non-conformity, or irregularity, if any, in a bid that does not constitute a material deviation, provided

such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **48.0 SETTLEMENT OF DISPUTES:**

If at any time, any dispute or difference arises between any of the parties, the same shall be settled by mutual discussions between the Head of the Plant and the local representative of the contractor. If it is still unresolved, then the same shall be referred to the Chief Engineer/Mech./Thermal Power Stations & GTS of TANGEDCO, Head Quarters. In case of disputes, if any, the decision on the matter of dispute by the TANGEDCO shall be the final and binding.

#### **49.0 ARBITRATION:**

Arbitration is not applicable in this contract.

#### **50.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court say in the Civil court of Chennai or the court of small causes in Chennai. It is agreed that no suit or proceeding shall be instituted in other courts even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and not in any other court outside Tamil Nadu even though any part of cause of action might arise within the jurisdiction of such courts.

#### **51.0 FORCE MAJEURE**

- i) 'Force Majeure' shall mean any event beyond the reasonable control of the TANGEDCO or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:

- a) flood, cyclone, lightning, storm, tidal wave, hurricane, tornado, earthquake, landslide, epidemic or other acts of God.
  - b) war (whether declared or not), riot, civil war, blockade, insurrection.
  - c) illegal strike or illegal lockout; and
- ii) acts of Governmental Instrumentality having jurisdiction occurring after the date of the contract including the issuance or promulgation of any court order, law statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in its capacity on either Party shall not for the purpose of this Agreement be considered as a Force Majeure event
  - iii) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
  - iv) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.
  - v) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to TANGEDCO's right to terminate the contract under special conditions of contract as per Clause No.32.
  - vi) Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.



- vii) If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more events of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause No. 48.
- viii) In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.

#### **52.0 INSURANCE & CONTRACTOR'S LIABILITY**

The contractor shall be fully responsible for maintaining all the insurances as per law of land and its cost. Contractor shall at all times indemnify TANGEDCO in stamp paper against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of contractor or not) or property in or about the plant including the ESP Hopper area (inside/outside the plant) which may arise due to contractor's act/negligence while carrying out the contract. The contractor shall produce indemnity bond in appropriate stamp paper in this regard.

#### **53.0 SUSPENSION OF ISSUE OF DRY FLY ASH**

- a) TANGEDCO reserves the right to suspend the issue of Dry fly ash and reinstate execution of the same in whole or part during any period of the contract.
- b) TANGEDCO shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduced quantity of fly Ash for any reason whatsoever.

#### **54.0 INDEMNITY FOR DEFENCE OF SUITS**

If any action in court is brought by third party against TANGEDCO or an officer or agent of the TANGEDCO alleging failure or negligence on the part of TANGEDCO to perform any acts, matters, covenant or things under the Contract, or for

damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his Sub-contractors, workmen, or representative's employees, the contractor shall in such cases indemnify and keep the TANGEDCO and North Chennai Thermal Power Plant-stage -III(1 x 800 MW) and/or its representative harmless from all losses, damages, claims, expenses or decrees arising out of such action.

## **55.0 SAFETY REQUIREMENTS**

The contractor shall ensure safety and security of all its personnel, working at different places in connection with this contract work and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the contractor. The contractor shall also ensure safety and security of all connected equipment at loading point & inside NCTPP-stage - III (1 X 800 MW).

## **56.0 DISCIPLINE AND DISORDERLY CONDUCT:**

### **a) DISCIPLINE:**

The contractor shall ensure that he and his employees maintain proper discipline and decorum at NCTPP–stage -III (1 X 800 MW) while dealing and executing the contract so that there should not be any hindrance for the smooth running of the power plant. If any of the employees of the contractor is found unsuitable on security grounds by the Site Engineer at NCTPP–stage -III (1 X 800 MW), then on demand by TANGEDCO, such employee shall be replaced by the contractor with a suitable person within the time stipulated by TANGEDCO.

### **b) DISORDERLY CONDUCT:**

The contractor shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the contractor's staff and labourers and for the preservation of peace and protection of persons and property

in the neighborhood of the loading point against the same.

**57.0 NO COMMERCIAL/TECHNICAL DEVIATION OR EXCLUSIONS:**

No commercial and technical deviation will be accepted and that the conditional tenders will be summarily rejected. Hence, the bidders are requested to get all the doubts clarified before bidding. If any deviation/exclusion is taken from the terms and conditions of the e-tender catalogue/Bid documents, the bidder will not be allowed to participate further. The bidder shall furnish an undertaking as per format enclosed in the Annexure I to VII.

## SECTION III

### INSTRUCTION TO BIDDERS

#### **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OFF-TENDER CUM AUCTION**

**Bidders are requested to read the terms & conditions for participating in this E-tender cum auction.**

**58.0** The URL for on line bid submission in e-tender and subsequent forward bidding is <https://tntenders.gov.in>

#### **59.0 REGISTRATION**

The process involves bidder's registration with Tamil Nadu Government e-procurement portal. For this, the bidder may visit the above URL and click on "Online Bidder Enrollment" and fill up the registration form with their details and submit.

The bidder shall create their own user id and password during enrollment and bidders are advised to keep note of the same. Then the Digital Signature enrollment has to be done with the e-token, after logging in to the portal.

For this the bidder should possess Class II or Class III signing type digital certificate. The e-token/ DSC (Digital Signature Certificate) may be obtained from one of the authorized Certifying Authorities. For detailed guidance about DSC, the bidders are advised to go through "Information about DSC" link at <https://tntenders.gov.in>.

Only after registration, the bidder can submit his bids electronically. Electronic submission of Bid over the internet will be done. Bidders are required to make their own arrangement for bidding from a computer connected with Internet. Bids will not be recorded without Digital Signature. The e-token that is registered should be used by the bidder and should not be misused by others.

DSC once mapped to an account cannot be remapped to any other account. It can only be de-activated.

Contact persons:

For queries related to registration and online bidding

**NIC Office:**

e-mail:[support.etender@nic.in](mailto:support.etender@nic.in), support.eproc@nic.in

Contact Person :Thiru.B.Seenivasan

Contact No.:044-24466495, 9442153528

0120-4001 002

0120-4001 005

0120 6277 787

**CE/M/TS & GTS Office:**

e-mail: cemech@tnebnet.org

ContactNo.:9445857540

**60.0 SYSTEM REQUIREMENT-SITE COMPATIBILITY:**

- i. Operating System-Windows
- ii. Internet browser-IE7andabove.
- iii. Signing type digital signature (class III)
- iv. JRE7 update161Given in NIC live portal

Down load option – down load and install in the system

To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level.

**61.0 E-TENDER CUM AUCTION**

The bidders shall first submit their E-bids and then take part in the auction, when the live auction is opened during the stipulated date & time. Only **forward auction ie., increased rates will be allowed in the bidding.**

**62.0 SUBMISSION OF E-TENDER**

- 62.1 The bidders shall submit their electronic-bids online by entering the required details and uploading the required documents as detailed in Clause 66.0 of **"Terms and Conditions of Tender"**.

- 62.2 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 62.3 The bidder shall read the terms and conditions and accept the same to proceed further to submit the electronic-bids.
- 62.4 **The BOQ template (Price Bid Template) must not be modified/replaced by the bidder** and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
- 62.5 The bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 62.6 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 62.7 Only the files which are "attached" with the e-tender shall be considered during evaluation of the Bids. Files which are not attached to the e-tender shall not be considered for evaluation.
- 62.8 Since the uploaded documents have to be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies.
- 62.9 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network band width available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low band width speeds.
- 62.10 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

- 62.11 It is important to note that, **the bidder has to Click on the "Freeze Bid" Button, to ensure that he completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
- 62.12 At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 62.13 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for the tender and will also act as an entry token to participate in the bid opening event.
- 62.14 Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id/mobile No.
- 62.15 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 62.16 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized members.
- 62.17 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 62.18 If after making Final Submission of e-tender and before the scheduled closing time for Bid submission, if a bidder wishes to make changes in his Bid, he can do so by clicking the "**Resubmit**" option.

62.19 After final submission of Bid and before the scheduled closing time for Bid submission, if a bidder wishes to withdraw his bid, he can do so by clicking the **“Withdraw Bid”** option. **By withdrawing a bid, a Bidder will lose the opportunity to re-submit his Bid against the same e-tender.**

### 63.0 AUCTION

63.1 The date & time period of auction will be intimated through the e-procurement portal/email after evaluation of the E-tenders.

63.2 Bidding Parameters:

The following parameters will be defined for the Auction:

1. **Bidding Start Time** :The Date &Time from which the Auction starts.
2. **Bidding End Time**: The Date &Time at which the Auction ends.
3. **Increment value**: The bidder shall increase the price only in multiples of the stipulated increment value Rs.5/-
4. **Auction properties**:
  - a) Auction Base Price/Starting Price - Base Price or H1 Tender price or any price fixed by TANGEDCO at its discretion
  - b) Incremental Value - Rs.5/- MT
  - c) Elapse Time interval - 5 minutes
  - d) Bid Auto extension time - 10 minutes
  - e) Max. Seal percentage - 50%
  - f) Display Bidder details - No
5. **Increment %**: The bidder shall increase the value only up to the increment%  
**Example 1: If Increment value :Rs. 20/- , Increment % : 50 % & H1 rate:Rs.800/-**  
**1<sup>st</sup>Bid**: The maximum rate that can be quoted is Rs.1200/-(800+400) (50% of Rs.800)). Hence the bidder shall quote Rs.820, 840 (or) 1200. Assume the 1<sup>st</sup> bid value is Rs.1200/-  
**2<sup>nd</sup>Bid**: The maximum rate that can be quoted next is Rs.1800/- (1200+600 (50% of Rs.1200)).Rs.1800/-.Hence the bidder may quote Rs.1220, 1240, 1260 (or) 1800.



6. **Elapse Time:** The time within which if a bid is submitted, the bidding end time will be automatically extended.
7. **Auto Extension Time:** The time up to which the Auction time will be extended, if a bid is submitted within the 'Elapse Time'.

**Example 2:** If Bidding End Time: 2 P.M, Elapse Time: 5 Min & Auto Extension Time: 10 Min.

**If a bidder submits his bid during the last 5 Min (Elapse Time) i.e., 1.55 - 2.00 P.M, the bidding end time will be automatically extended up to 2.10 P.M. If no bid is submitted during the Elapse Time, the Auction floor will be closed.**

8. After freezing the Auction, the highest offer is identified for issue of sale orders, if the rates are acceptable and approved by the competent authority. However, TANGEDCO reserves the rights to distribute the quantities to more than one bidder at it's discretion.
9. The successful bidder shall submit the Security Deposit (SD) for 5% of the price (H1) quoted in Auction for 5 years after deducting the EMD already paid within 15 days from the date of issue of LoA. If the SD is not paid within the stipulated time or the successful Bidder backs out, EMD amount already paid will be forfeited without further intimation to him.

#### **64.0 GENERAL:**

- 64.1 If there are any clarifications, the same may be obtained online through the e-Procurement Portal or through the contact details given in the tender document. Bidder should take in to account of the corrigendum published, if any, before submitting the bids on line.
- 64.2 The **TANGEDCO** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 64.3 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid

opening, Auction etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

- 64.4 **E-tender/ Auction details cannot be accessed after the due date and time for bid submission.**
- 64.5 The bidder shall submit the bid documents and bid in Auction online mode only, through <https://tntenders.gov.in> portal. Offline documents will not be handled through this system.
- 64.6 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender with forward bidding. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC.
- 64.7 Bidders are advised to see the web site regularly to remain up dated with latest information to ensure that they do not miss out any corrigendum/ addendum uploaded against the said E-tender cum Auction. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**
- 64.8 For further assistance please go through the link "Bidders Manual Kit" in the portal.
- 64.9 During bid submission process in E-tender cum Auction, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at "Bidders Manual Kit") by accepting the risk and clicking on run.. If this application is not run then the bidder will not be able to save/submit his bid.
- 64.10 In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 64.11 During the entire E-tender cum Auction process, the bidders will remain completely anonymous to one another and also to everybody else.
- 64.12 The e-tender/Bidding floor shall remain open from the pre-announced date & time and for as much duration as mentioned.

- 64.13 All electronic bids submitted during the E-tender cum 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 TANGEDCO will form a binding contract between TANGEDCO and the Bidder.
- 64.14 It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 64.15 The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender/auction. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- 64.16 Bidders are advised to exercise caution in quoting their bids in e-tender/auction to avoid any mistake. Bids once submitted can't be recalled after bid closing time.
- 64.17 Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- 64.18 **Bidders are not required to sign in each page of the tender specification & upload. Instead bidders are required to fill up and sign the Annexures I to VII of this Tender documents & up load the same.**
- 64.19 **The offers of the bidders will be summarily rejected and their price bids will not be opened electronically if the bid is submitted without sufficient EMD**
- 64.20 **SPECIAL NOTE:**

There will be no exemption to SSI and NSIC units from payment of EMD and therefore all bids without the prescribed EMD will not be opened and will be summarily rejected.

\*\*\*\*\*

**TERMS AND CONDITIONS OF E-TENDER CUM AUCTION.**

**65.0 SUBMISSION OF E-TENDER**

1. The bidders shall submit their electronic-bids online as detailed below:

**Step-I: Entry of EMD Details**

**The bidders shall pay EMD amount through on line mode in NIC portal in EMD link as per clause 7 (c).**

**Step-II: Uploading of Documents**

The documents shall be uploaded in 2 covers as detailed below:

- i. **Cover-1** named **"Techno Commercial bid"**:

In this cover, the bidder shall upload the scanned copies of the following:

- a. Checklist as per Annexure -I duly filled & signed (Bidder name, Full Postal address & contact details etc., to be filled legibly without fail)
- b. GST Registration Certificate
- c. PAN Card
- d. Appropriately filled up Annexures- II to VII

- ii. **Cover-2** named **"Price"**:

1. In this cover, the rate shall be quoted. The bidder shall download the BOQ template available under "Work Item Documents" and fill up the name of the bidder & the rates offered in relevant column. After filling the details, the bidder should save it and upload without changing the file name.
2. The bids of only those bidders who have satisfied the EMD requirements shall be accepted.
3. The tender Declaration form should be submitted only in the prescribed form enclosed. The details of EMD paid should be furnished in the columns provided therefore.
4. The Tender will be opened electronically at the Office of the Chief Engineer / Mech./ Thermal Power Stations & GTS, Chennai – 2 on the due date and time. In case, the due date for opening the Tenders happens to be a holiday,

the tender will be opened on the immediate succeeding working day without change in the timings indicated.

(On Bidder's Official Letter Head)

**ANNEXURE-I**

CHECKLIST TO BE FURNISHED BY THE BIDDER  
IN THE TECHNICAL BID

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Specification No-----

<b>SI No</b>	<b>Particulars</b>	<b>Yes/ No</b>
1.	Certificate by individual/ partnership firm / company as per Annexure-II (with relevant documents)	
2.	Details for communication as per Annexure-III	
3.	Form of Bid regarding validity and Acceptance of terms and conditions as per Annexure-IV	
4.	Notarized Affidavit as per Annexure –V	
5.	Declaration regarding acceptance of tender condition –VI	
6.	Declaration of No Deviation/Exclusions as per Annexure –VII	

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

(On Bidder's Official Letter Head)

**ANNEXURE-I**

DETAILS FOR COMMUNICATION TO BE FURNISHED BY THE BIDDER

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

<b>Description</b>	<b>Details</b>
Name of the Bidder	
Status (Individual/ Partnership firm/ company)	
Registered Office Address	
Telephone Nos. and e-mail ID	
Fax No	
Communication Address	
Fax No	
LST/CST /TIN/GST No.	
Address to which Fly Ash is shipped	
<b>Authorised Person Details</b>	
Name of the Authorised Person (Authorization letter to be enclosed)	
Designation	
Address for communication	
Telephone Nos.	
Fax No.	
Email ID	

For and on behalf of : \_\_\_\_\_

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**ANNEXURE-II**

Certificate by Individual / Partnership firm/ Company

I/ We seek qualification as per clause No 9.0 under the category-----  
(Individual/ Partnership firm /Company).

Shareholding Pattern of the Bidder Company is enclosed : (Yes/no)

**A. We are enclosing the following documents:-****(a) In case of Partnership firm**

<b>SI No</b>	<b>Documents</b>	<b>Enclosed Yes/ No</b>
<b>1.</b>	The authenticated Photocopy of partnership Deed	
<b>2.</b>	Registration certificate of firm	
<b>3.</b>	Specimen signature of all partners of the firm duly attested by their Bankers	
<b>4.</b>	Authorization of all partners for one representative to sign on the auction on their behalf	

**(b) In case of Public or Private Companies**

<b>SI No</b>	<b>Documents</b>	<b>Enclosed Yes/ No</b>
<b>1.</b>	Certificate of Incorporation	
<b>2.</b>	Certificate of commencement of Business (in case of Public Limited companies Only)	
<b>3.</b>	Board Resolution for authorization to bid	
<b>4.</b>	Specimen signature of a Director / Secretary or other persons duly attested by the Banker	

For: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Representative

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal: \_\_\_\_\_



(On Bidder's Official Letter Head)

**ANNEXURE-III**

DETAILS FOR COMMUNICATION TO BE FURNISHED BY THE BIDDER

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

<b>Description</b>	<b>Details</b>
Name of the Bidder	
Status (Individual/ Partnership firm/ company)	
Registered Office Address	
Telephone Nos. and e-mail ID	
Fax No	
Communication Address	
Fax No	
LST/CST /TIN/GST No.	
Address to which Fly Ash is shipped	
<b>Authorised Person Details</b>	
Name of the Authorised Person (Authorization letter to be enclosed)	
Designation	
Address for communication	
Telephone Nos.	
Fax No.	
Email ID	

For and on behalf of : \_\_\_\_\_

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

(On Bidder's Official Letter Head)

**ANNEXURE-IV**

FORM OF BID /DECLARATION OF BID VALIDITY

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

To

The CHIEF ENGINEER/MECH./THERMAL STATIONS & GTS  
TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED,  
3<sup>rd</sup> FLOOR, WESTERN WING,NPKRR MAALIGAI,  
144, ANNA SALAI,CHENNAI – 600 002.

Sir,

I/ We hereby bid for lifting dry fly ash from NCTPP stage –III (1 X800MW) confirm that:

1. I/We have read all the terms and conditions of tender document and Annexure thereto and agree to accept and abide by the same without any reservations.
2. I/We are participating in the price bid/auction duly taking into account all the terms and conditions of tender documents and
3. The bid is valid for a period of 90 days from the date of opening the techno commercial bid and subsequent extension, if required

Thanking you,

Yours Faithfully,

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**ANNEXURE-V  
AFFIDAVIT  
(Notarized on Rs 100/- Stamp Paper)**

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

To

The CHIEF ENGINEER/MECH./THERMAL STATIONS & GTS  
TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED,  
3<sup>rd</sup> FLOOR, WESTERN WING,NPKRR MAALIGAI,  
144, ANNA SALAI,CHENNAI – 600 002.

Dear Sir,

Sub:- Tender for Lifting & disposal of fly ash form North Chennai  
Thermal Power Plant -Stage – III (1 X 800 MW).

\*\*\*\*

I / We here declare that in respect of any tender/contract issued by Tamil Nadu Generation & Distribution Corporation Limited or Government or any other utility in India during the Past 3 (three) Year as on the last date for submission of bid:

a) Our EMD has not been forfeited

or

b) None of our contracts have been terminated / foreclosed on account of our default.

or-

c) We have not been blacklisted / subjected to procedure initiated for blacklisting for participating in the said tender & would not attract terms and conditions relating to rejection of bids.

Thanking you,

Yours Faithfully,

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

(On Bidder's Official Letter Head)

**ANNEXURE-VI**

DECLARATION REGARDING LIFING OF DRY FLY ASH

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

I/ We hereby declare that the quantity of dry fly ash if allotted /offered (Over and above the allotted quantity ) to me/ us, will be lifted by us at the finalized tender rate.

Thanking you,

Yours Faithfully,

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

(On Bidder's Official Letter Head)

**ANNEXURE-VII**

DECLARATION OF NO DEVIATION OR EXCLUSIONS

Bidder's Offer Ref. No----- Date-----

TANGEDCO's Auction/ Tender No-----

To

The CHIEF ENGINEER/MECH./THERMAL STATIONS & GTS  
TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED,  
3<sup>rd</sup> FLOOR, WESTERN WING,NPKRR MAALIGAI,

144, ANNA SALAI, CHENNAI – 600 002.

Dear Sir,

We declare that there are no deviations or exclusions in our above mentioned bid from the terms and conditions outlined in your tender documents.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Signature : \_\_\_\_\_

(Authorized Person)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

**ANNEXURE – VIII**

**BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE  
GUARANTEE**

**FORMAT**

To

The CHIEF ENGINEER/MECH./  
THERMAL STATIONS & GTS  
TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED,  
3<sup>rd</sup> FLOOR, WESTERN WING,NPKRR MAALIGAI,  
144, ANNA SALAI,CHENNAI – 600 002.,

GUARANTEE NO.:

VALUE OF GUARANTEE:

GUARANTEE COVER FROM:

LAST DATE FOR LODGEMENT OF CLAIM:

THIS DEED OF GUARANTEE made on this .....day of .....Two thousand and twenty four by the bank of ..... (hereinafter called "The Bank") to and in favour of the TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD , a Body corporate incorporated under companies Act 1956, having its office at NPKRR Maaligai, 144, Anna Salai, Chennai – 600002 represented by the Chief Engineer / Mech./TS & GTS (hereinafter called "TANGEDCO").

WHEREAS M/s. .... (hereinafter called "the Contractor") have by virtue of Contract entered into with the TANGEDCO as per the Lr. No. ....dt..... agreed with the TANGEDCO for Lifting and Disposal of Dry Fly ash from North Chennai Thermal Power Plant –stage III ( 1 X 800 MW ) in accordance with the terms and conditions of the contract.

AND WHEREAS in accordance with the terms of the contract in Lr. No. ....

..... Dt..... the Contractor has to provide Security Deposit for a value of Rs.....

AND WHEREAS the Contractor has requested the TANGEDCO to accept the Bank Guarantee in lieu of Security Deposit cum Performance Guarantee for a sum equivalent to five percent 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 terms and conditions in the Lr.No.....dt. ....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the TANGEDCO having agreed to accept the Bank Guarantee from a Nationalized Bank towards Security Deposit cum Performance Guarantee for a sum equivalent to Rs...../- (Rupees .....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 TANGEDCO such amount or amounts as the Bank may be called upon to pay by the TANGEDCO.

PROVIDED that the liability of the bank under this deed shall not at any time exceed the amount of Rs...../ (Rupees .....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 period of performance guarantee is over and a certificate to that effect is issued by the TANGEDCO.

2. The Bank further undertakes to indemnify the TANGEDCO to the extent of Rs...../-(Rupees..... only) against any loss or damage that may be caused or suffered by the TANGEDCO by reason of any breach of the terms and conditions of the said Lr. No. .... dt. ....

3. The Guarantee herein contained shall remain in force till the terms and conditions of the Lr. No. ....dt..... have been fully and properly carried out by the said Contractor and in any case, the Guarantee shall not hold good after ..... (date of expiry of Guarantee).
4. The Bank further agrees with the TANGEDCO that the TANGEDCO 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 Bidder for time to time or to postpone from time to time any of the powers exercisable by the TANGEDCO against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved of its liability by reason of any such variation, or extension being granted to the said Contractor or by reason of any forbearance, act or omission on the part of the TANGEDCO or any indulgence by the TANGEDCO 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 the effect of so relieving the Bank.
5. Any account settled between the TANGEDCO and the Contractor shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.
6. The expressions "Bank", "Contractor" and "The TANGEDCO " herein before used shall include their respective successors and assigns.

NOTWITHSTANDING anything contained herein above

1. Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees.....only)
2. This Bank Guarantee shall be valid up to ..... and
3. We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if TANGEDCO serves upon us a written claim or demand on or before ....., the expiry of this Guarantee.

IN WITNESS WHEREOF THIRU.....for and on behalf of the Bank has signed this Deed on the day, month and year first above written.



Confirmation of issue of this Bank Guarantee should be sought for by the beneficiary from our Regional office at the following address:

SIGNATURE

WITH THE SEAL OF THE BANK  
( Name in Block letters)

IN THE PRESENCE OF WITNESS:

1.

(Name in Capital with Address)

2.

(Name in capital to be superscribed with  
Designation, office address or residential address)