

Appointment of Auditor for Physical verification of fixed assets and updating the same in Fixed Asset Register in ERP of TANCEM

LT.01/ Appt. of Auditor for Fixed Asset Verification/ 2023-24 DT.13.07.2023

ADVERTISED ON
LAST DATE AND TIME FOR SUBMISSION
OF E-TENDER
OPENING OF E-TENDER

13.07.2023
20.07.2023 upto 3.00 PM
20.07.2023 at 4.00 PM



TAMIL NADU CEMENTS CORPORATION LIMITED,
(An Undertaking of the Government of Tamil Nadu),
No.3A, Aavin Illam, 5th Floor,
Pasumpon Muthuramalingam Salai,
Nandanam, Chennai – 600 035.
Tamil Nadu, India
Phone: +91-44-28525461/71
Website: <https://tntenders.gov.in>
e-mail: tancemmaterials@gmail.com

Details of the Tenderer	
Name:	
Address:	

SCHEDULE OF e-TENDER (SOT)

TANCEM Tender Specification No.	TENDER Ref: TANCEM/ L.T.No/01/2023-24/ Appt. Auditor for Fixed Asset Verification/ Dt.13.07.2023
Mode Of Tender	e-Procurement System (Part I – Technical Bid and Part II – Price Bid) through Online https://tntenders.gov.in
e-Tender No	TANCEM/L.T.No.01/2023-24
Date of Notice of Inviting Tender (NIT) available to parties to download	From 13.07.2023 to 20.07.2023
Earnest Money Deposit (EMD)	Rs.10,000/- (Rupees Ten Thousand only)by way of only through DD/E-Remittance
Tender Document Cost	The Tender document can be downloaded free of cost from the website https://tntenders.gov.in
Clarification of documents & Specification	Refer Clause 3
Date of Starting of e-Tender for submission of online Technical Bid and Price Bid	13.07.2023
Date of Closing of e-Tender for submission of online Technical Bid and Price Bid	20.07.2023 upto 3.00 PM
Date & Time of Opening of Technical Bid (Part-I)	20.07.2023at 4.00 PM
Date & Time of Opening of Price Bid (Part-II)	Will be Informed in Online Portal and by Post / e-mail
Validity of Bid	Refer Clause 13

TABLE OF CONTENTS

Sl.No.	Description	Page No
1	Preamble of Tender	5
2	Salient Features of the Tender	6
3	General Instructions	6
4	Eligibility Criteria	8
5	Period of contract	9
6	Commencement of work	9
7	Scope of Work	10
8	Terms & Condition	11
9	EMD amount and Mode of Submission	11
10	Submission of Tender	12
11	Withdrawal of Tenders Before Opening	13
12	Period of validity of bid	13
13	Deviations	14
14	Pricing Terms	14
15	Tender Evaluation Criteria	14
16	Opening of price bid	15
17	Price bid evaluation	15
18	Determination of lowest evaluated price	15
19	Negotiation	15
20	Acceptance of Tender	15
21	Payment of Security Deposit	16
22	Execution of agreement	16
23	Work Order	16
24	Billing	17
25	Payment terms	17
26	Termination of Contract	17
27	Termination of insolvency	17
28	Penalty	17
29	Release of EMD	18
30	Release of S.D.	18
31	Force Majeure Conditions	18
32	Service of Notice	18
33	Disputes and Arbitration	18
34	Jurisdiction	19
35	Indemnity	19
36	Fraud and Corruption	19

ANNEXURES

I	Profile of the Bidding Organisation	21
II	No Deviation Certificate	22
III	Non-blacklist declaration	23
IV	Model Letter of Acceptance	24
V	Model Agreement	25
VI	Model Price Bid	27

ACRONYMS USED IN THE TENDER DOCUMENT

TANCEM	Tamil Nadu Cements Corporation Limited
DD	Demand Draft
EMD	Earnest Money Deposit
SD	Security Deposit
NEFT	National Electronic Fund Transfer
RTGS	Real Time Gross Settlement
BG	Bank Guarantee
LOA	Letter of Acceptance
TDS	Tax Deducted at Source
GST	Goods and Service Tax
ERP	TANCEM's Enterprise Resource Planning
TNA (S)	Tamil Nadu Asbestos Sheet, Alangulam
SWPF	Stoneware Pipe Factory, Vridhachalam
1 MTPA plant	1 Million Tonne Per Annum Plant at Ariyalur
0.5 MTPA	0.5 Million Tonne Per Annum Plant at Ariyalur

PART – A
TECHNICAL BID

1 PREAMBLE OF TENDER

Tamil Nadu Cements Corporation Limited (TANCEM), a Government of Tamil Nadu Undertaking, is having three Cement Plants, two at Ariyalur in Ariyalur District with a total production capacity of 15 lakh tons per annum and another Cement Plant at Alangulam in Virudhunagar District with a production capacity 2 lakhs tons per annum. TANCEM has a Asbestos Sheet Plant at Alangulam Stoneware Pipe Factory at Virudhachalam.

For and on behalf of TANCEM, the Company Secretary invites the prospective bidders for appointment of Auditor for verification and updation of Fixed Assets details in TANCEM's ERP as per the assets recorded in the Fixed Assets register in ERP.

Unit	Count of Fixed Asset Line Items	Gross block (in crore)
1 MTPA plant at Ariyalur	698	733.97
0.5 MTPA plant at Ariyalur	1502	119.11
Alangulam Cement Works	919	32.40
TNA, Sheet, Alangulam	276	4.02
SWPF, Virudhachalam	92	1.40
Corporate Office, Chennai	369	6.57
Total	3856	897.47

Short Titles used in the Tender Document:

1	Tenderer	Tenderer means the party who makes a formal offer in pursuance of the Tender floated.
2	Successful Tenderer	Successful Tenderer means the bidder who becomes successful through the Tender process.
3	Day	A day means a calendar day

2 SALIENT FEATURES OF THE TENDER

TANCEM/ LT No/01/2023-24/ Appt. Auditor for Fixed Asset Verification/ Dt.13.07.2023		
1	Tender inviting Authority, Designation and Address	The Company Secretary, Tamil Nadu Cements Corporation Limited, No.3A, Aavin Illam, 5 th Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Tamil Nadu, India
2	a)Name of the Work	Appointment of Auditor for Physical verification and updation of fixed assets details in ERP of TANCEM'S (Ariyalur 1 MTPA plant, Ariyalur 0.5 MTPA plant, Alangulam, SWPF - Virudhachalam, TNA Sheet - Alangulam and Registered Office, Chennai)
	b)Tender reference	TANCEM/ L.T. No/01/2023-24/ Appt. Auditor for Fixed Asset Verification/ Dt.13.07.2023
	c)Places of verification	Ariyalur 1 MTPA plant, Ariyalur 0.5 MTPA plant, Alangulam, SWP, TNA Sheet and Registered Office, Chennai
	d)Contract period	3 Months from the date of issue of Letter of Acceptance and extendable by TANCEM at its sole discretion if any.
3	Tender documents available in	https://tntenders.gov.in
4	Earnest Money Deposit(EMD)	An EMD amount of Rs.10,000/- (Rupees Ten Thousand) should be paid only through DD in favour of Tamil Nadu Cements Corporation Limited or through e-remittance.
5	Due Date, Time for submission of Tender	Up to on20.07.2023 by 03.00 pm
6	Date, Time and Opening of Technical Bid	On 20.07.2023 at 04.00 pm at No.3A, Aavin Illam, 5 th Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035

3) GENERAL INSTRUCTIONS

3.1 The bidders are requested to examine the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

3.2 Clarifications in the e-Tender

- A prospective bidders requiring any clarification in the Tender may address the Tender Inviting Authority by mail/letter before 48 hours of the opening of the tender. TANCEM will respond to any request for clarification in the Tender.

- b. The responses to the clarification will also be notified on www.tntenders.gov.in without indicating the source of query.

3.3 Amendments to the e-Tender

- a) TANCEM may amend / change / modify the Tender Conditions any time prior to the time fixed for submission of the Tender. It is the responsibility of the bidder of the tender to follow the designated site for any such changes in the tender conditions.
- b) Also, amendment to the tender may be given in response to clarifications by prospective bidders solely at the discretion of TANCEM.
- c) Such amendments will be notified on website <https://tntenders.gov.in>.
- d) TANCEM at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- e) All the bidders must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TANCEM will not be responsible for any misinterpretation of the provisions of this tender document on account of the bidders failure to update the bid documents based on changes announced through the website.

3.4 Language of the e-Tender

- i. The bid prepared by the bidder as well as all correspondence and documents relating to the bid shall be in English language only.
- ii. Bidder should sign each and every page of Tender Documents including Annexures / Amendments if any and upload the same in the Online Portal; otherwise their bid will be rejected. Any offer made in response to the tender when accepted by TANCEM will constitute a contract between the parties.

3.5 TANCEM not bound by any personal representation

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

3.6 Members of TANCEM not individually liable.

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

3.7 Address of the Tender Inviting Authority:

**The Company Secretary,
Tamil Nadu Cements Corporation Limited,
Aavin Illam, 5th Floor,
No.3A, Pasumpon Muthuramalingam Salai,
Chennai – 600 035.**

Phone: +91-44-28525461/71,

Website: <https://tntenders.gov.in>

Email: tancemmaterials@gmail.com

4. ELIGIBILITY CRITERIA

The bidder(s) should meet the following Eligibility Criteria for participating in the tender and the proof for the Eligibility should be furnished along with the Technical Bid failing which their offer will be rejected. **Consortium /JV companies shall not be permitted.**

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1	The Tenderer shall have not less than three years of experience in auditing in Government Organisation/ Govt. PSU.	YearwisedetailedexperienceoftheAuditFirm inInternal/StatutoryAuditsupported with the attested copies of appointment letters which are already executed.Year-wisedetailedexperienceofthefirminotherPS Us/ScheduleBankforStatutory/InternalAud itsupportedwithattestedcopiesofappointm entletters,whicharealreadyexecuted.
2	The standing of the firm must be 10 years or more as per ICAI Firm Constitution Certificate as on 31.05.2023	Year of establishment of the Audit Firm supported by the copies of the latest certificates issued by the concerned Institute duly attested by Partner with the seal of the Firm.
3	Thefirmmustconsistofminimum02 full time Chartered Accountants as partner of the Firm as on 31.05.2023.	The detailed particulars of the Partners with specific mention of theFellowship/AssociateshipofeachPartner withthecopiesofcertificatesoftheconcerned Institute,dulyattestedbyaPartnerwiththese aloftheFirm.
4	The firm should have a minimum annual turnover of Rs.50.00 lakhs in any one of preceding three financial years 2020-21, 2021-22 and 2022-23	A copy of audited financial statements for the said period to be enclosed.
5	The Head Office of the Chartered Accountant Firm must be situated in Chennai with its branch offices at state of Tamil Nadu for which they are participating in tender as on 31.05.2023.	The detailed address with Telephone/Mobile, Fax and E-mail address of the Registered Head Office of the Audit Firms along with its Branches in the State of Tamil Nadu
6	If any tenderer is blacklisted by the Central Govt. or by the State Govt. to participate in the tender of Govt. companies or Corporation, those tenderers are prohibited from participating in the tender.	A self-declaration stating that the Tenderer is not blacklisted by the Central Govt. or State Govt. to participate in the tender of Govt. companies.
7	The Bidder must have a GST registration certificate.	Copy of self-attested valid certificates shall be enclosed.

4.1 CONSTITUTION OF FIRMS

- a) In case of a Partnership firm, the Partnership Deed should have been entered into and **registered before the date of publishing this Tender Notice**. A copy of the Partnership Deed should be enclosed along with the tender. **Original should be produced for verification.**
- b) When a new partner is introduced during the currency of the contract, prior consent in writing from TANCEM has to be obtained and the new partner has to furnish an Undertaking to perform the contract and accept all the terms and conditions of the tender.
- c) On the death or retirement of any partner of the firm during the currency of the contract, TANCEM may at its option, cancel the contract and in such case, the contractor has no claim or compensation whatsoever against TANCEM. In case of changes in constitution of firm, a new Agreement entered into and registered has to be furnished immediately.
- d) In case of a proprietorship firm, if the proprietor dies during the currency of the contract, TANCEM has option to terminate the contract without any compensation. In the event of re-constitution of firm, the same should be approved by TANCEM and till such time, operation of transport will be put under suspension.

5. PERIOD OF CONTRACT

- 5.1. The contract covered by this tender shall be valid for a period of 3 months from the date of Letter of Acceptance (LOA).
- 5.2. TANCEM reserves the right at its sole discretion to extend the period if any.
- 5.3. The Successful Bidder does not reserve any right to refuse the extension order if any issued by TANCEM in accordance with clause 5.2 otherwise their EMD/SD will be forfeited besides recovering any additional cost / loss / damages incurred by TANCEM.

6. COMMENCEMENT OF WORK

- 6.1. The Selected bidders shall have to commence the verification immediately after issuance of Letter of Acceptance.
- 6.2. If there is any delay in commencement of verification, TANCEM reserves right to terminate the contract by forfeiting EMD.

7.SCOPE OF PHYSICAL VERIFICATION OF FIXED ASSETS SINCE INCEPTION OF TANCEM:

- 7.1 The opening balances of the existing fixed assets should be verified from records such as the schedule of fixed assets, ledger or register balances maintained in ERP software.
- 7.2 Physical identification of all fixed assets in all places in each units (Ariyalur 1MTPA Plant, Ariyalur 0.5 MTPA Plant, Alangulam, SWP, TNA Sheet and Corporate Office) as per the assets recorded in the Fixed Asset register in ERP/list as on 31.03.22 (audited).
- 7.3 Segregate those assets which are damaged/broken – non repairable, damaged/broken – repairable, obsolete, and non moving items and put temporary non removal tag (identification mark) so that these can be easily identified and get the same stacked wherever possible for action in the future.
- 7.4 Match the assets physically verified with the checklist of fixed assets as on 31.03.22 as per ERP for the name and description and put the words “verified and found physically (good condition/damaged condition/Physically available, non available etc)” in the list.
- 7.5 Identify those assets in the list which are not found physically and mark them as “not found physically” in the list and also recommend to write off the same from the books of accounts of TANCEM.
- 7.6 Identify those assets physically verified but not found in the list and put temporary non-removal tag (identification mark) so that these can be easily identified and later on included in the FA register.
- 7.7 Put the location of physically verified assets in the checklist extracted from ERP against particular assets.
- 7.8 Correction of the FA register such as updation/correction of the serial number, Asset Code, Asset Category, classification, names, descriptions, quantity etc. currently available with the Units/Corporate Office as on 31.03.22 in the ERP software.
- 7.9 Preparation of reconciliation statement between list of physically verified assets and checklist of fixed assets maintained in ERP software and submit a draft report on physically verified assets to the management.
- 7.10 Supporting in preparation of FA register by management on the basis of approved draft.

8. General Terms & conditions

- 8.1 Firms are required to submit their detailed profile in the format enclosed in Annexure-I.
- 8.2 Firms fulfilling the minimum eligibility criteria and having the supporting documents as required as per Clause -4 are only eligible to quote.
- 8.3 **Assignment of Contract:** The bidder shall not assign the contract or any part thereof to anyone else.
- 8.4 **Obligations of the firm:**
- a) The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
 - b) The Firm and his Personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or the Client's business or operations without the prior written consent of the Client during the term.
- 8.5 **Performance of the Firm:**
- a) In case of unsatisfactory performance of the assignment, considered by the Management, within the tenure of the contract for any reason thereof, the same shall be liable for penal action as decided by TANCEM Management.
 - b) In case of discontinuation by the Firm selected the additional cost (incidental/consequential) of engagement of fresh Audit Firm is to be borne by the defaulter Firm.
- 8.6 **Submission of report:**
- Once the draft report is finalized from corporate office the final report should be submitted within 1 week of completion of assignment and the same should be addressed to Chief Financial Officer.

9. EMD AMOUNT AND MODE OF SUBMISSION

- 9.1. An EMD amount of Rs.10,000/- (Rupees Ten Thousand only) should be paid only through Demand Draft or by means of E-Remittance in favour of "Tamil Nadu Cements Corporation Limited" to the following bank account:

BANK DETAILS FOR REMITTING EMD:

Bank name	:	STATE BANK OF INDIA
Account no.	:	10404415107
IFSC Code	:	SBIN0009930
Branch	:	INDUSTRIAL FINANCE BRANCH, CHETPET, CHENNAI – 600 031.

- 9.2. Tenders without EMD amount will be rejected by TANCEM as non-responsive.

9.3 The EMD amount of the unsuccessful bidders will be returned only after finalizing and issue of Letter of Acceptance to the successful Tenders within a reasonable time.

9.4 The EMD amount will not earn any interest thereof till repaid.

9.5. The EMD amount shall be forfeited if:

- Bidders withdraws the tender during the period of tender validity specified in the tender (or) If the tenderer fails to sign the contract or to remit Security Deposit or if the rates are revised, modified during this period or the orders are not executed after acceptance of offer.
- Further the EMD will be forfeited if the performance of the successful tenderer is not found satisfactory.

9.6 EMD Exemption

- EMD exemption will be given only to the bidder who furnishes Udyam Registration Certificate issued under MSME by Government of Tamil Nadu or NSIC certificate issued by Govt. of India. The EM Part II and Udyog Aadhar Memorandum Register are not eligible for EMD exemption.

9.7. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of their bid and TANCEM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. SUBMISSION OF e-TENDER

Two-cover online system should be uploaded in Online Portal:

10.1 GENERAL INSTRUCTIONS:

- a. The tender proposes two stage tender system viz. (PART A) Technical Bid and(PART B) Price Bid. The first stage enables TANCEM to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bid of Tenderers who failed in the first stage will not be opened.
- b. Both the Technical and Price Bids should be submitted in Online Portal www.tntenders.gov.in.
- c. In Technical Bid – Documents listed in the Clause no 11.2 shall be enclosed.
- d. In Price Bid – The service charge alone are to be quoted in the Excel Format and to be uploaded online. GST, if any, to be shown separately as indicated in the price bid.

10.2 Details to be uploaded in the Technical Bid:

- a. Details of E-Remittance / Crossed DD towards EMD Amount / valid EMD exemption certificate as per clause 10.6. In case of DD it should be submitted to the Tender Inviting Authority before the due date and time of bid submission.
- b. Seal and signed tender document including Annexures / Amendment if any in all the pages to be uploaded.
- c. The tenderer shall furnish as part of the bid, documents establishing the tenderers' eligibility to perform the contract.

- d. All the required documents for Eligibility Criteria clause 4 and other documents wherever insisted in the tender.
- e. The Tenderer should have the financial, and technical capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of TANCEM.

10.3 DETAILS TO BE UPLOADED IN PRICE BID:

- a) Firm Prices must be quoted only in the PRICE BID in excel format and to be uploaded online.
- b) It is the responsibility of the Tenderer to quote the rates carefully as per the format in the Price Bid (excel). The Tenderer has to quote correct GST rate as applicable in the respective column of the price bid (excel).
- c) As a proof of uploading, the tenderer should ensure that besides the acknowledgement received in the Online Portal, SMS alert is also received in their registered mobile number.
- c) In case of any issues in uploading the price bid the bidder may contact TANCEM corporate office before 24 Hrs.

10.4 SIGNING OF BIDS:

- i. The bids shall be signed by the Tenderer or a person or persons duly authorized by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorized persons of SPA are requested to sign each and every page of the tender document including Annexure(s) / Amendments attached thereto from wrapper to the last page of the tender document. In case of unsigned tender document submitted then their bid would be rejected.
- ii. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. Tender documents should be free from over writing.

10.5 MODE OF SUBMISSION:

All the documents are to be uploaded in the Online Portal only.

Website www.tntenders.gov.in.

- 1. Part A – Technical Bid
- 2. Part B – Price Bid

11. Withdrawal of tenders before opening:

- a. No tender shall be allowed to withdraw the tenders after submitting the tender.
- b. The bidder may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same Tenderer; the lowest eligibility financial tender shall be considered for evaluation.

12. PERIOD OF VALIDITY OF BID

- 12.1 The price quoted should be valid for a period of 90 days for acceptance from the due date of submission of Tender. During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is

permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender. In case, any bidder withdraws his offer within the validity period of the offer or extended validity period, the EMD amount paid by him will be forfeited.

- 12.2 In exceptional circumstances, TANCEM may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

13. DEVIATIONS

No deviation will be allowed from the tender terms and conditions as well as asset verification. Tenders with deviation will be summarily rejected. The tenderer has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions.

14. PRICING TERMS:

The bidder has to quote the lumpsum amount to carry out the work as detailed in the clause – 7 and wherever insisted.

The quoted fee should be all inclusive of professional fee, traveling expenses, accommodation and all other associated cost. The bidder should not be entitled to reimburse any amount whatsoever from TANCEM apart from the quoted amount in the tender. No price escalation will be given during the contract period. The bidders are requested to understand the scope of work before quoting.

OPENING OF e-TENDERS

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

15. e-TENDER EVALUATION CRITERIA

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

TECHNICAL BID EVALUATION:

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

- a) Payment of EMD / Submission of valid EMD exemption certificate in accordance with clause 10.6.
- b) Enclosing the tender document, Annexures, Amendments duly signed by affixing seal in all the pages/Amendments if any.
- c) Compliance with the Eligibility Criteria indicated in Clause no 4.
- d) TANCEM at its discretion may seek bonafide clarification / additional details/ documents from the bidders, if it is required for the purpose of evaluation. In case the bidder has not furnished the details requested within the stipulated time their bid will not be considered for further process.

16. OPENING OF PRICE BID:

The technically qualified tenderers alone will be informed about the date and time of opening of price bid through mail / post and their price bids alone will be opened on the informed date and time in the presence of the Tenderers or their authorized representatives who choose to be present.

17. PRICE BID EVALUATION:

- a) The fees to carry out the work must be quoted only in the Price Bid (Excel).
- b) In case any arithmetical errors in the totaling, the unit rate remain final and it was considered for evaluation.

18. Determination of the Lowest Evaluated Price:

1. The bidder (s) who quotes the lowest fees in rupees (including GST) will be considered as L1.
2. In the event of two or more tenderers have quoted the same rate in the financial bid, the lowest tenderer would be arrived by asking the tenderers to provide their best and final offer of the financial bid in a sealed cover and the Tenderer offering the most advantageous financial bid shall be adjudged the Lowest Tenderer.
3. Incase, a tie still persists after the above procedure has been followed, the selected tenderer shall be identified by draw of lots, which shall be conducted, with prior notice, in the presence of the tied tenderers or their representatives who choose to be present.
4. The results in the BOQ comparative chart in the website is an automated figure and it is not final. The L1 will be arrived and declared strictly as per the conditions stated above.

19. NEGOTIATION

TANCEM reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. TANCEM also reserves the right to negotiate with other tenderers to match the negotiated L1 price.

20. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with TANCEM, which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by TANCEM, the Bidder shall have no right to withdraw his Tender or claim higher rate. The Tender Accepting

Authority may also reject all the Tenders for reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

- c) After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful Tenderer(s). After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful tenderer.
- d) The Contract period of 3 months will be counted from the date of issue of the "Letter of Acceptance". After the issue of LOA the successful Tenderer shall have no right to withdraw his tender or claim higher price. The invitation of Bids, the terms and conditions of Tender, Offer of the Tenderer and Letter of Acceptance issued by TANCEM along with any amendment issued prior to signing of Contract shall constitute a Contract between the Tenderer and TANCEM.

21. PAYMENT OF SECURITY DEPOSIT (SD)

- a. The successful Tenderers will be required to remit the Security Deposit equivalent to 5% (five percent) of the contract value including GST in the form of Demand Draft / E-Remittance / Unconditional Irrevocable Bank Guarantee for a period of 6 months with a claim period of 12 months, after adjusting the Earnest Money Deposit. The payment of Security Deposit should be made within 7 days from the date of Letter of Acceptance (LOA). The security deposit will not bear any interest.
- b. TANCEM reserves the right to adjust the Security Deposit towards any amount due to it from the successful tenderer and in such an event the successful tenderer on receipt of information from TANCEM shall make further deposit to restore the Security Deposit to the full amount.
- c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of TANCEM if the successful tenderer fail to fulfill his contractual obligations. This will be in addition to TANCEM's right to make alternative arrangement at the risk and cost of the successful tenderer.

22. EXECUTION OF AGREEMENT

- a) The successful bidders shall execute a Contract Agreement in the Rs.100 non-judicial stamp paper in the name of the Bidder, within 7 days from the date of LOA.
- b) The Successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.
- c) In case of the successful bidder fails to execute necessary agreement as prescribed, within the stipulated period, then his EMD will be forfeited and his tender held as non-responsive.

23. WORK ORDER:

After payment of Security Deposit within 7 days from the date of LOA and successful execution of the Agreement, Firm Work Order will be issued to the successful bidder.

24.BILLING:

The Successful tenderer shall raise the bill for the work completed in the name of **"Tamil Nadu Cements Corporation Limited, Registered Office, Chennai – 600 035.**

GST No: 33AABCT1819J1ZH

25. PAYMENT TERMS

25.1 No advance payment will be made.

25.2 100% Payment will be made within 15 days from the date of submission of bills after submission of report to TANCEM.

25.3 The payment will be released to the bidder only if he report is certified by Accounts Department.

26. TERMINATION OF CONTRACT

a) In case of unsatisfactory performance/noncompliance of any of the provisions under the contract terms on Tenderer part, Tenderer shall be given 7 days notice by the Corporation Authorities for compliance of the same. Communication sent to the last known address will be regarded as a valid proof of sending such notice and is binding on bidder.

b) The Tenderer does not reserve any right to terminate the contract during the contract period.

27. TERMINATION FOR INSOLVENCY

TANCEM at any time terminate the contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

28. PENALTY:

TANCEM reserves the right to cancel the order partially or in full and entrust the work to another tenderer if the performance of the successful bidder is not satisfactory. The additional cost incurred if any would also be recovered from the firm. This would be without prejudice to the levy of Liquidated Damages Charges.

28.1 FORFEITURE OF EMD/SD:

- If the Successful Bidder fails to act according to the Tender conditions or withdraws the offer after their Tender has been accepted, his EMD will be forfeited by TANCEM.
- If the Successful Bidder fails to remit the SD within the period prescribed in the LOA their EMD will be forfeited and his Tender will be held void. TANCEM will have the right to divert the order to any other Qualified Bidder.
- If the successful Tenderer fails on specific performance of the contract as per the Tender conditions his/her SD will be forfeited.

Violation in Terms and Conditions.

For any other violations in the terms and conditions, recovery of additional cost and forfeiture of Security Deposit amount shall be imposed.

29. RELEASE OF EMD:

The EMD amount paid by the Successful Bidder will be adjusted towards part of Security Deposit payable by him. The EMD amount of the unsuccessful bidder will be refunded after finalization of the tender without any interest.

30. RELEASE OF SD:

The Security Deposit will be refunded to the Successful Tenderer on completion of the contract period, subject to satisfaction of TANCEM without any interest.

31. FORCE MAJEURE CONDITIONS

- i. Should any of the force majeure circumstances, namely Act of God, natural calamity, fire, epidemical sickness, pestilence, Government of India Policy, restrictions, any act / order of Government, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Contractor / Principal Employer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in event of these circumstances continuing for more than one month, either party shall have right to refuse to fulfil its contractual obligations without title to indemnification of any losses it may thereby sustain.
- ii. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract.
- iii. A Certificate issued by the respective Chamber of Commerce in the Contractor or the Principal Employer Location shall be sufficient proof of the existence and duration of such circumstances.
- iv. The work shall be resumed immediately after the contingency/cies has / have ceased or otherwise determined and the Successful Tenderer's obligations shall continue to be in force for correspondingly extended period after the resumption of execution.

32. SERVICE OF NOTICE:

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

33. DISPUTES AND ARBITRATION

In respect of all the tender conditions, the decision of TANCEM shall be final and binding. All matters relating to any dispute which may arise during the execution of the contract shall be referred to the Managing Director, TANCEM, for an amicable settlement. In the case of failure, the dispute shall be referred to the Award of three Arbitrators, one to be appointed by TANCEM

and the other by the contractor. The two Arbitrators shall appoint an Arbitrator who will chair the arbitration proceedings. The decision of the Arbitrators shall be final and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.

34. JURISDICTION

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

35. INDEMNITY

- a. The bidder shall assume all Liabilities and keep the TANCEM wholly indemnified against any action or suits, claim, cost, damages, charges and expenses arising in relation to this contract.
- b. The bidder shall be fully responsible for complying with all the Acts, Regulations etc., in regard to its workmen and shall fully indemnify the TANCEM against any liability or action by the contractor's workmen and others.
- c. The bidder shall reimburse Without prejudice to any other provision, the firm shall keep the TANCEM fully indemnified against any action, claim or proceeding under the provision of any Act, Rules or regulations framed there under or order having the force of Law for anything done or committed by the contractor in contravention of such provisions or for infringement or violation thereof in the course of execution of this contract. If as a result of such claim or proceeding, the TANCEM is adjudged liable to pay any penalty or to pay any compensation, such liability will be solely responsible by the Contractor

36. FRAUD AND CORRUPTION

The TANCEM requires the firm to observe the highest standard of ethics during execution of contract. In pursuance of the policy, the TANCEM,

- a) Defines for the purpose of this provision, the terms set forth below as follows:
 - i) "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) "Collusive Practice" means a scheme or arrangement between two or more bidders, (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels.

- iv) "Coercive Practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- b) Will reject the bid of a tenderer if it determines that the bidder had directly or through an Agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- c) Will declare a bidder ineligible either indefinitely or for a stated period of time, to be awarded any contract by the TANCEM, if at any time it is learnt that the bidder directly or through an agent had engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any TANCEM financed contract.

ANNEXURE-I

PROFILE OF THE BIDDING ORGANISATION

The Bidder shall furnish the following details without fail:

Name of the Firm	
Nature of the Organization: PSU/Public Ltd/Private Ltd/Firm/Proprietorship	
Year of Incorporation (enclose copy of Certificate of incorporation)	
Address of the Registered Office with Phone: email address:	
GST registration number, PAN Number:	
Details of contact person and mobile number	
MSME If the tenderer falls under the category of MSME, furnish the copy of valid certificate	Yes/No

Note: The Bidder must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Tenderer or authorized person with office seal

Place:

Date:

ANNEXURE - II
NO DEVIATION CERTIFICATE

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

Signature of the Bidder :

Full Name :

Designation :

Seal of Company :

ANNEXURE - III
NON BLACKLISTDECLARATION

Certified that M/s...../ the firm / company / Agency
have not been blacklisted / banned by any Government Organization of the States /
Central or Union territories as on date of submission of tenders.

Signature of the Bidder (with seal and address

ANNEXURE –IV

MODEL LETTER OF ACCEPTANCE

Lr. No.

Dt.

From

Company secretary,
Tamil Nadu Cements Corporation Limited,
No.3A, Aavin Illam, 5th Floor,
Pasumpon Muthuramalingam Salai,
Nandanam, Chennai – 600 035.

To

Sir,

Sub: Tender Number , dt. for Supply of manpower to various
departments at Alangulam Cement Works _LOA issued – Reg.

Ref: Your tender dated and subsequent correspondences
resting with your letter dt.

This is to notify that your tender dated for appointment of
auditors for physical verification of fixed assets with TANCEM's ERP has been
accepted at the lumpsum amount of Rs.

You are requested to furnish the Security Deposit 5% (five percent) of
the contract value as per the tender document including GST in the form of
Demand Draft / E-Remittance / Unconditional Irrevocable Bank Guarantee for
a period of 6 months with a claim period of 6 months, within seven days of
this Letter of Acceptance and sign the Agreement.

With the issuance of this letter of acceptance the contract for the
above said service stand concluded.

Kindly note that failure to sign the agreement shall be construed as a
first cause to constitute a breach of contract and for the annulment of award
of contract and forfeiture of the Earnest Money Deposit.

Yours faithfully,

()
Signing for and
on behalf of TANCEM

ANNEXURE -V

(Model Form of Agreement)

(To be executed on a Rs.100/- non judicial stamp paper)

The Deed of Agreement made this day of _____ 2023
between _____ represented by its _____ hereinafter
called the Contractor on the First Part

AND

Tamil Nadu Cements Corporation Limited, No.3A, Aavin Illam, 5th Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035 represented by its Managing Director, herein after called the employer on the Second Part.

The party of the Second Part has invited competitive offers for appointment of auditors for physical verification of fixed assts with TANCEM's ERP Upon successful bid, the party of the First Part (M/s.

) have agreed to carry out the job of
 verification and updation of fixed assets with TANCEM's ERP lumpsum amount of Rs--

Now both parties have agreed as follows:

- 1) This agreement having been signed by both the parties shall constitute a binding contract agreement between the parties and shall remain in force up to 3 months from the date of LOA and extendable by TANCEM at its sole discretion In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the tender referred to.
- 2) The following documents shall be deemed to form and have been read and construed as part of this agreement viz.,
 - a) The tender ref: /2023-24, Dt.
 - b) Letter of Acceptance and Work order
 - c) The various terms and conditions mentioned in the tender document.
 - d) E-Mail/letter/all correspondences

- e) Any extension order issued by TANCEM
- 3) Various clarifications during subsequent discussions.
- 4) Subject to the above, the courts at Chennai alone only shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the _____
day of _____ 2023 above written in the presence of

For and on behalf of the Employer

For and on behalf of the Contractor

M/s. (Tamilnadu Cements Corporation
Limited, Chennai.)

(M/s. _____)

WITNESSES:

1.

2.

WITNESSES:

1.

2.

ANNEXURE – VI

MODEL PRICE BID

Appointment of Auditor for Physical verification and updation of fixed assets details in ERP of TANCEM

Sl. No.	Description	Rate in Rupees (lumpsum)
1.	Cost towards physical verification and updation of fixed assets details in ERP of TANCEM	Rate Should be Quoted in the Price Bid online
2.	GST as applicable	
	Total Cost	

The rate quoted in the Price Bid BOQ (Excel file) online shall remain constant during the period of contract or any extended period and no other additional charges on any account will be claimed. The above rate is inclusive of all.

Signature of the Tenderer or authorised person with Date & office seal

Name :

Address:

Place:

Date: