

 TNPL ICSI NATIONAL AWARD FOR EXCELLENCE IN CORPORATE GOVERNANCE			Tamil Nadu Newsprint and Papers Limited Kagithapuram, Karur Dist. 639136, Tamil Nadu Phone 04324 – 277 001 (10 lines) Fax 04324-277 025 Purchase: 276368 e-mail purchase.trans@tnpl.co.in Web www.tnpl.com Corporate Identify No.L22121TN1979PLC007799
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TENDER NO.222313004659

November 08, 2022

Dear Sirs,

Sub: Fixing transport contractor for transportation of Bagasse/Fuel (Coal/Raw Lignite) from and to M/s Sakthi Sugars Ltd, Unit-II, Sivagangai on rate contract basis for Sugar Season 2022-23

With reference to the above, please find enclosed the following tender documents:

Anneuxre - I	General Terms and Conditions
Anneuxre – II	E-tendering Terms and conditions
Anneuxre - III	Qualifying factors of the tender, Terms & Conditions for Reverse Auction and Process Compliance Statement
Anneuxre - IV	Commercial Bid
Anneuxre - V	Trucks Details
Anneuxre - VI	Price Bid schedule is to be filled in the e-portal (BOQ)

The tenderers are requested to go through the E – tendering terms and conditions, General terms and conditions of the Tender, Terms and Conditions for Reverse Auction (e-auction) and Process Compliance Statement carefully.

The due date for submission of Tender documents including the Technical Cum Commercial Bid along with Tender fee/EMD and the Price bid online through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is 21.11.2022 before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 22.11.2022.

TENDER OPENING AND TECHNICAL BID EVALUATION

- Technical Bid opening will be done online and technical evaluation will be carried out after the due date of submission of online Bid.
- TNPL will examine the Technical Bids against the Qualifying criteria and Technical cum Commercial bid given in the Tender document.**
- Evaluation will be done based on the documents submitted by the Bidder. The Bids which are not meeting Qualifying criteria will be rejected and further processing will not be carried out.
- The tenderers, on their own interest, should ensure that all the documents required are furnished. Tenders received without the relevant documents would summarily be rejected
- Decision of TNPL is final and no dispute can be raised by any Bidder for rejection of their Bids and no claims on this account will be entertained.
- The Bidders whose Bids meet the Qualifying Criteria and Technical specifications of the tender will be called as “Technically Qualified Bidders”.
- In case if the Bidder fails to comply with the requirements of TNPL, such Bids will be rejected **without entertaining further correspondence in this regard.**

Corporate Office: 67, Mount Road, Guindy, Chennai – 600 032
Phone:(0091) 044-22354415/16/18. Fax:(0091)044-22350834/22354614
e-mail: response@tnpl.co.in / export@tnpl.co.in



Tamil Nadu Newsprint and Papers Limited

TENDER NO: 222313004659

[2]

Technically qualified bidders price Bid will be opened by TNPL tender opening committee at Purchase section, Kagithapuram through <https://tntenders.gov.in/nicgep/app>.

Please note that the points asked for in Annexure-II are the qualifying factors of the Tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price bid opening and E-reverse auction stage.

OPENING OF THE PRICE BIDS:

The date and time of opening of Price Bids will be later notified through registered Mobile number and e-mail to the Bidders who fulfill the tender terms and conditions through NIC portal.

Note: At the price bid stage, TNPL would adopt the following methodology to finalize the tender.

- (a) Technical Bid is to be filled in the given format & uploaded.
- (b) Price Bid (BOQ) is to be filled in the given format & uploaded.
- (c) In the e-tender, the price bids received from the technically qualified bidders will be opened electronically.
- (d) The opening price for the e-auction will be the lowest price obtained in the price bid. The minimum bid decrement will be Rs.500/MT, opening price, the date and time of **e-auction** (<https://tntenders.gov.in/nicgep/app>) will be communicated to the qualified parties through your registered Mobile number and E-mail ID in NIC portal.

(e) The lowest offer received either through e-portal price bid (BOQ) or through e-auction whichever is lower, will only be considered for placement of order.

Further, if the bidders offer is not qualified as per the qualifying factor mentioned in the tender, their price bid (BOQ) will not be opened.

TNPL reserves the right to reject any or all tenders at it's own discretion without assigning any reason whatsoever and TNPL is not responsible for any delay in submission of bid on due date and in time.

Thanking you,

Yours faithfully,
for TAMIL NADU NEWSPRINT AND PAPERS LIMITED,

DGM (Purchase)

Encl: as above

TENDER NO:222313004659**ANNEXURE – II: E-TENDERING TERMS AND CONDITIONS****INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER**

Techno-commercial bids and price bids should be submitted through the following link <https://tntenders.gov.in/nicgep/app>

The tender will be processed online through e-tender and e-reverse auction. The bidder shall submit his response through bid submission to the tender in the online procurement platform at NIC's website <https://tntenders.gov.in/nicgep/app>. No other forms of bid submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

The procedures to be followed are explained below:

a) Techno-Commercial Bids are to be filled in the given formats attached. The required and mandatory formats are available in the Tender Document in the e-portal.

b) Price Bids are to be filled in the e-portal in the relevant web pages enabled for the bidders. Price bids will be opened before- reverse auction.

- Bidders are requested to read the instructions and terms & conditions carefully before submitting their online tenders.
- The Bidders are required to submit soft copies of their Bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The necessary instructions are given to assist the Bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.
- More useful information for submitting online Bids on the TAMILNADU GOVERNMENT E PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in/nicgep/app>)

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. The bidder's can logon to this website and view the invitation for Bids and can view the details of Materials /works for which bids are invited.

1 REGISTRATION:

- 1.1 The bidders needs to submit bids online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "**Online bidder enrolment**" which is free of charge.
- 1.2 As part of the enrolment process, the bidders are required to choose a unique user name and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile number as part of the registration process. These details would be used for any communication from the e-Portal.
- 1.4 Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders should ensure that they do not lend their DSC to others which may lead to misuse.
- 1.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

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2.0 CONTACT PERSONS:**1. For queries related to registration and online bidding (NIC):**

e-mail : support.etender@nic.in

Contact No.: 044 – 24461505

2. TNPL IT HELPDESK:

Name	Intercom	TNPL CUG Mobile Number
M.PRANESH	2849	94894 00798

3.0 SYSTEM REQUIREMENT:

- i. Operating System: Windows 7 or above, RAM – 1GB and above
- ii. Internet connectivity with at least 2 Mbps speed
- iii. Internet browser: IE 9 and above (or) Mozilla Firefox 3.5 up to version 49
- iv. Signing type: Digital Signature (class III)
- v. JRE 8.0 software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings once)

4.0 SEARCHING FOR TENDER DOCUMENT:

- 4.1 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.0 PREPARATION OF BIDS:

- 5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 5.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.3 Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi, which helps in reducing size of the scanned document. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to **upload clear scanned copies**.
- 5.4 The completed bid comprising scanned copy of the proof for the payment of Tender fee, EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates are mentioned in the different sections in the tender document.

6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

- 6.1 Bidder should log- in to the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.2 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.
- 6.3 Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.**
- 6.4 Bidder should prepare and submit the Tender fee & EMD as per the instructions specified in the Bid document.
- 6.5 Bidders are requested to note that they should necessarily submit their price Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and complete the Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder etc). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected
- 6.6 The server time (which is displayed on the Bidders’ dash board) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 6.7 All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys.
- 6.8 The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers
- 6.9 Upon the successful and timely submission of Bid (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 6.10 The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid.**
- 6.11 In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.

TENDER NO:222313004659**[4]**

- 6.12 During the entire e-tender process, the Bidders one another and also to everybody else.
- 6.13 The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.
- 6.14 The electronic Bid submitted during the e-tender process shall be legally binding on the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.
- 6.15 It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 6.16 TNPL reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.
- 6.17 The NIC 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. 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. TNPL is not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.
- 6.18 Bidders are advised to exercise caution in submitting their Bids in e-tender and e-Reverse Auction, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.
- 6.19 Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
- 6.20 No deviation to the technical and commercial terms & conditions are acceptable.
- 6.21 Bidders are required to sign in each page of the Bid specification.**
- 6.22 TNPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

7.0 LATE BID:

The Electronic bidding system would not allow any late submission of bids after due date and time, as per server time.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 8.1 Bidders may modify their bids online before the deadline for submission of bids.
- 8.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. **The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid.** For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 8.3 No bid may be modified after the deadline for submission of Bids.

9.0 ASSISTANCE TO BIDDERS:

- 9.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person / email ID indicated in the Notice inviting tender.
- 9.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPL and the successful bidder(s) subsequent to the bidding process.

10.0 SUBMISSION OF HARD COPIES OF DOCUMENTS, IF REQUIRED

The Bidders needs to submit all the documents through online submission. However, the required documents should be submitted in Hard copies after online submission, if demanded from TNPL.

11.0 E – TENDER AND E- REVERSE AUCTION

- 11.1 In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. The opening price for the e – auction will be the lowest price obtained in the price bid. Technically Qualified Bidders only will be allowed to participate in the E- Reverse auction process.
- 11.2 After opening of the Price Bid, the Bidders who shall become eligible to participate in the Reverse Auction as per the conditions stated in this Document, known as the Qualified Bidders, will be intimated about their qualification through notification on the <https://tntenders.gov.in/nicgep/app> website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the <https://tntenders.gov.in/nicgep/app> website and log in to see whether they have qualified or not. TNPL will not be responsible for non-receipt of email by the Bidder and its consequences.
- 11.3 E-Bidding is the process of inviting final price offers from the Qualified Bidders through internet for the purpose of determination of the lowest Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Auction).
- 11.4 The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put his price Bid below the displayed current L1 Bid by decrement as specified in above point, to become the L1 Bidder. The lowest price obtained after completion of the Reverse Auction Process, shall be the Closing Price and the bidder quoting the same will be considered as the L1 bidder.
- 11.5 The electronic Bidding process for E-reverse auction will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put his price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 10 (ten) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 10 (ten) minutes from the last received Bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price Bids are received.

TENDER NO:222313004659**[6]**

- 11.6 During the tender process for electronic Bidding the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- 11.7 Bidders in their own interest are advised to get themselves acquainted with the electronic Reverse Auction process of (<https://tntenders.gov.in/nicgep/app>) by getting their Authorized Representative trained through demo electronic – Reverse Auction schedule at the link <https://demoetenders.tn.nic.in/nicgep/app>.

12.0 ABOUT DIGITAL SIGNATURE CERTIFICATE:

- 12.1 A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic Reverse Auction on <https://tntenders.gov.in/nicgep/app> website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a Class III DSC of signing type from any Certifying Authority or their authorized agencies in India.
- 12.2 The Bidder may note that only one user id will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to NIC for mapping.
- 12.3 The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.
- 12.4 It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by TNPL

13.0 TERMS AND CONDITIONS FOR E-REVERSE AUCTION:

- 13.1 After completion of the online E-Reverse Auction, the lowest price shall be available for further processing.
- 13.2 If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Auction then TNPL may scrap the online Reverse Auction process and may proceed with the lowest Price Bid received through e-tendering for further processing.
- 13.3 Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible to participate in E-Reverse Auction process.
- 13.4 Online Reverse Auction shall be conducted by TNPL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.

TENDER NO:222313004659**[7]**

- 13.5** To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. TNPL shall not be responsible for such eventualities.
- 13.6 Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 13.7 Upon receipt of the system report after completion of the Online Reverse Auction Closing Price will be considered for further processing. TNPL's decision on award of contract shall be final and binding on all the Bidders.
- 13.8 TNPL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.
- 13.9 TNPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of TNPL shall be binding on the Bidders.
- 13.10 Other terms and conditions shall be as per TNPL's Bidding documents and other correspondences, if any, till date.
- 13.11 Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Auction
- 13.12 For the Reverse Auction technically and commercially acceptable Bidders only shall be eligible to participate.
- 13.13 Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 13.14 Rules for Reverse Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 13.15 If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant TNPL guidelines, shall be initiated by TNPL.
- 13.16 The Bidder shall not divulge either his Bids or any other exclusive details of TNPL to any other Bidder.
- 13.17 Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of Bids offered.
- 13.18 Bidders may note that, although extension time is 10 minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the TNPL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 13.19 Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TNPL, Bid process, Bid technology, Bid documentation and Bid details.
- 13.20 It is brought to the attention of the Bidders that the Bid event will lead to the closing price only.
- 13.21 Technical and other non-commercial queries (not impacting price) can only be routed to the TNPL contact personnel indicated in the Bidding documents.

TENDER NO:222313004659**[8]**

- 13.22 Order finalization and post order activities would be transacted directly between Successful Bidder and TNPL.
- 13.23 Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 13.24 In case of any problem faced by the Bidder during Reverse Auction and for all Bidding process related queries, Bidders are advised to contact the persons indicated in the Bid document.
- 13.25 TNPL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 13.26 Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 13.27 For access to the Bidding site, the following URL is to be used:
<https://tntenders.gov.in/nicgep/app>.
- For user guidance please follow the manual which is there in the website.
- 13.28 No queries shall be entertained while e-Reverse Auction is in progress.
- 13.29 In case user ID is locked, you are requested to call helpdesk at
(<https://tntenders.gov.in/nicgep/app>)
- 14.0 The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for e-reverse Auction and Process Compliance Statement carefully and attach the signed Process Compliance Statement along with the Techno-Commercial Bid in NIC's e-procurement portal <https://tntenders.gov.in/nicgep/app>. All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

TENDER NO: 222313004659**ANNEXURE – III – Qualifying factors of the tender**

PLEASE NOTE THAT FOLLOWING ARE THE QUALIFYING CONDITIONS OF THIS TENDER FOR OPENING OF PRICE BID (POINT NO.1 TO 8 below):

Therefore tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price Bid stage.

LOADABILITY:

Tenderers shall quote their rate per MT basis and can operate Single axle normal Trucks, Double rear axle Trucks or Multi rear axle Trucks. However considering the variations in unladen weight of different kinds of trucks and nature of material, Payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal Truck, 19.50 MT for Double rear axle Trucks and 25 MT (12 wheels) / 30.50 MT (14 wheels) for Multi rear axle Trucks.

As per notification dated 03.09.2018 provided by Transport Commissioner, the loading weight of transport vehicles have been increased. However, stamping needs to be done in RC/Permit for increase in safe axle weight of transport vehicles.

TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. It is the responsibility of the tenderers to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federation and any other statutory regulations.

Please note that the following points asked for in the **Commercial Bid** are the qualifying factors of the Tender. **Therefore tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price Bid stage.**

01. EXPERIENCE:

The tenderer should have minimum three years experience in transporting bulk materials by Truck not less than 2000 MT per month in any three months during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22.

- ✓ **Documentary proof should be enclosed along with tender document for experience in the form of purchase/work order copies / transport agreements for past THREE FINANCIAL YEARS.**
- ✓ **Documentary proof should be enclosed for quantity transported should not be less than 2000 MT per month in any three months during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22 in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS.**

Tender received without year wise documentary proof for experience and quantity transported as above shall be rejected summarily without assigning any reasons whatsoever.

02. The Transporters have to ensure the trucks supplied by them are provided with GPS facility, which can be tracked by TNPL also.

03. TRUCK REQUIREMENT (MINIMUM)

The tenderer shall have **minimum 20 own/leased trucks**. The tenderer shall enclose photo copies of **complete RC particulars (all the pages of RC)** and supporting documents for own/leased truck and summary sheet to be furnished as per format enclosed at **Annexure V**. If the trucks are owned by the partners, photocopy of partnership deed to be produced along with photocopy of RC. In case of leased trucks lease agreement in ₹20/- non judicial stamp paper should be executed between the truck owner and transport contractor and the **lease agreement in original** to be produced. The contractor shall be in a position to submit the original RC for verification within five days of intimation.

TENDER NO: 222313004659

[2]

04. QUANTITY COMMITMENT (MINIMUM)

The contractor shall be in a position to transport **minimum quantity of 270 MT** of compacted bagasse per day on weekly average basis. Otherwise, their offer is liable for rejection. The total quantity of material to be lifted shall be 810 MT per day.

05. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE:

EMD: **EMD of Rs 2,00,000/- (Rupees One Lakhs)** should be submitted along with the Technical cum Commercial Bid through RTGS/NEFT mode.

TENDER FEE: In case, the tenderer has downloaded the tender document from websites, Tender Fee of **Rs.590/-** is to be remitted through RTGS/NEFT mode.

The remittance details of both Tender fee and EMD (UTR details) should also be furnished in the Technical cum Commercial Bid.

Bank details for RTGS payment:

Account Number	1152223000000372
Description	CC Account
Account Name	TAMIL NADU NEWS PRINT AND PAPERS LTD
Corporate Address	KAGITHAPURAM, KARUR DISTRICT, TAMIL NADU-639136
BANK NAME	KARUR VYSYA BANK
Branch address	KARUR WEST (L.N.S), ERODE ROAD, LNS POST, KARUR, PIN Code 639002
IFS Code	KVBL0001152

Note : Tender fee and EMD should be remitted separately.

Offers received without EMD are liable for rejection. TNPL will not entertain any request for adjusting the EMD from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.

EMD amount will not bear any interest and will be returned to the unsuccessful bidders after releasing the order.

06. ADDITIONAL SECURITY DEPOSIT

In addition to the Earnest Money Deposit, which will be converted into Security Deposit, the successful bidder shall pay an **Additional Security Deposit of ₹2,00,000/-** within a week of award of contract by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at Karur. Otherwise the same will be deducted from the first set of bills. The additional Security Deposit will not bear any interest and the same will be returned to the contractor only on satisfactory completion of the contract.

07. SOLVENCY CERTIFICATE/SPECIAL SECURITY DEPOSIT

The tenderer should furnish Solvency Certificate for ₹5 Lakhs (Rupees Five Lakhs) from Revenue Authority or by Nationalized or Scheduled Bank issued **after 31/03/2022** or remit **Special Security Deposit of ₹50,000/-** (interest free) by Demand Draft in place of Solvency Certificate along with the Commercial Bid.

TENDER NO: 222313004659

[3]

The remittance details of either Solvency Certificate or **Special Security Deposit** should also be furnished in the Technical cum Commercial Bid. Further remittance Solvency Certificate / UTR details should be uploaded in the online procurement portal: <https://tntenders.gov.in/nicgep/app>.

Bank details for RTGS payment:

Account Number	1152223000000372
Description	CC Account
Account Name	TAMIL NADU NEWS PRINT AND PAPERS LTD
Corporate Address	KAGITHAPURAM, KARUR DISTRICT, TAMIL NADU-639136
BANK NAME	KARUR VYSYA BANK
Branch address	KARUR WEST (L.N.S), ERODE ROAD, LNS POST, KARUR, PIN Code 639002
IFS Code	KVBL0001152

08. The contractors who had worked earlier for TNPL and whose performance was found bad/unsatisfactory/ blacklisted will not be considered. TNPL's decision is final in this regard.

The price bids of those who fail to furnish the above details may not be considered.

OPENING OF THE PRICE BIDS:

The date and time of opening of Price Bids will be later notified through registered e-mail to the Bidders who fulfill the tender terms and conditions.

The details of requirement are as follows

Sl. No.	Scope of work / Name & Place of Sugar Mill	Approx distance from TNPL	Estimated Bagasse Quantity	Estimated Fuel(Coal/Raw Lignite) Quantity	EMD (₹)	ASD (₹)
01.	Transportation of Bagasse / Fuel (Coal/Raw Lignite) from and to M/s Satkhi Sugars Ltd, Unit-II, Sivagangai.	228 KM	1,25,000 MT	75,000 MT	2,00,000/-	2,00,000/-

The Earnest Money Deposit shall be returned to the un-successful bidders on finalization of tender and for successful tenderers, the EMD and special Security Deposit will be converted into interest free Security Deposit which shall be returned only after satisfactory completion of the contract.

Tenderers may take note of the following while offering their rates:

- **Tenderer may quote their rate per MT basis and can operate both or either Single axle normal / Double/Multi rear axle Trucks.**
- **As per Loadability clause above, payment will be made for the actual quantity lifted subject to a maximum of 12.80 MT for single rear axle Normal truck, 19.5 MT for double rear axle truck and 25 MT (12 Wheels) & 30.5 MT (14 Wheels) for Multi rear axle trucks.**
- **As per notification dated 03.09.2018 provided by Transport Commissioner, the loading weight of transport vehicles have been increased. However, stamping needs to be done in RC/Permit for increase in safe axle weight of transport vehicles.**
- **The tenderers are requested to note the following while quoting the tender.**

TENDER NO: 222313004659

[4]

ENGAGEMENT OF CLEANERS:

Engagement of cleaners is not necessary inside the factory premises for the vehicles provided with the following facilities:

- Indicating Lamps for right / left with beep sound.
- Rear view mirrors on both the sides of the cabin to see movement of vehicles on either side.
- Reverse Horn / Reverse Light.
- Parking lights, reflective stickers etc. to indicate the parked Tippers.
- "No Hand Signal" affixed on the back door of the Tipper.

ENGAGEMENT OF CLEANERS FOR THE VEHICLES WHICH DON'T HAVE THE ABOVE FACILITIES IS COMPULSORY.

The tenderers are also requested to note the following method of calculation while applying the formula for compensation towards diesel price revision.

Compensation towards diesel price revision during the contract period will be as per the formula given clause no.12 of General terms and conditions. While applying the above formula in case of any increase/decrease in diesel price, the distance will be taken for calculation as follows:

- a) Wherever the truck is running as empty return trip – Both up and down distance(say 228+228=456 KM) will be taken for calculation i.e. for the scope of work under sl.no.2 & 4 of Price Bid.
- b) Wherever the truck is running with loads on both ways – Single way distance (say 228 KM) will be taken for calculation i.e. for the scope of work under 1 (a&b) of Price Bid.

VALIDITY OF OFFER:

The rates quoted against the tender should be valid for acceptance for **90 days** from the date of opening of price bid and during the validity period of the offer, the bidder is not permitted to make any upward revision in the rate or withdraw his offer. In case of withdrawal of offer or revision of rate as stated above, the EMD amount will be forfeited and suitable penal action will be taken.

The rate contract shall be valid for the sugarcane sugar season 2022-23 including Special/mini season if any.

The contractor shall adhere to the terms & conditions contained of this letter which shall form part of the contract. The tender forms are not transferable. Your offer should be submitted only in the bidding schedule provided to you.

TNPL reserves its rights to reject any or all the tenders without assigning any reasons thereof. The negotiation will be conducted with technically and Technical-cum-Commercially acceptable lowest bidder. In case the lowest negotiated rate appears to be reasonable taking into account the prevailing market conditions, the contract will be awarded to the lowest bidder. If the lowest bidder is not willing to negotiate and if the reduced rate of the lower bidder after negotiation is still considered high, the tender will be canceled and re-tendering will be done.



Tamil Nadu Newsprint and Papers Limited

TENDER NO: 222313004659

TERMS AND CONDITIONS FOR REVERSE AUCTION:

Contact Details:

Mr. S. Shanmuga Kumar DGM (Purchase)	Phone	04324-277 001	Fax	04324 – 276 368
	e-mail	shanmugakumar.s@tnpl.co.in		

Selection process of vendors:

- Bidders must submit the Process Compliance Statement duly signed, to TNPL along with Technical-cum-Commercial bid through Online portal : <https://tntenders.gov.in/nicgep/app>
- E – reverse auction will be conducted on the specified date and time intimated separately through e-mail
- On the event date, Vendors shall submit bids from their computers through Internet on <https://tntenders.gov.in/nicgep/app>. As and when other bidders place the bids, they would have the opportunity to revise their bid downwards if they wish to do so.
- The detailed procedure for reverse auction shall be as per the clause no.11 of Annexure – III:
E-Tendering Terms And Conditions

All other terms and conditions are as per TNPL tender.

Bidding Price Format: Bidders should quote the **Rate on per MT basis in INR.**

- At the end of the sourcing event, TNPL will have a list of all the bidders with their final bids, and will decide on awarding the business based on the comprehensive value proposition of each Bidder.
- TNPL's decision on the award shall be final and binding. In case two bidders emerge as L1 in the bidding, the supplier who has placed the bid early would be considered active L1 and given weightage.

All other terms and conditions are as per TNPL tender.

Opening Price:

- Opening price is defined as the lowest evaluated price in price bid (BOQ)/ TNPL will fix opening price.
- Bidders can bid lower than the Opening Price.

Bid Decrement:

Bid Decrement is the minimum fixed amount by which the next bid value can be decreased.

Bid event format:

This bid event will be conducted in Standard English Price Bid Event, with Alias Name Format.

Quantity/Specifications/Terms and Conditions:

Please refer the Annexure - I for the above details.

Bidding Time & date: Will be communicated to your registered mobile number/ E-mail by NIC separately.



TAMILNADU NEWSPRINT AND PAPERS LIMITED

MM/SP/TENDER: 222313004659

EVENT INFORMATION

Extension Rule:

- There would be system generated Auto Extensions of 5 minutes each, if there is a bid placed by any participating supplier(s) in the last 5 minutes.
- Extension of 5 minutes would happen for any number of times, if bid(s) is/are placed in the last 5 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 5 minutes.

Illustration:

- If a bid is placed between 14:55 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.05 hours.
- If no bids are placed between 14:55 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

Validity:

The bidders should keep their bids valid for a period of 90 Days from the date of Closing of on-line auction. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.



TAMILNADU NEWSPRINT AND PAPERS LIMITED

MM/SP/TENDER: 222313004659

PROCESS COMPLIANCE STATEMENT

Bid Event to be held for Procurement of _____	TNPL TENDER No	222313004659 Dt.05.11.2022
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Name of the Organization: _____

The following terms and conditions are deemed as accepted by us for participation in the above bid event.

We have accepted the auction rules on participation at the bid event. The award decision by TNPL would be final and binding on us.

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. Bids once made cannot be withdrawn or modified under any circumstances.
8. TNPL can decide to extend, reschedule or cancel the auction.
9. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid.
10. We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
11. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
12. TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.
13. **Validity:**

The bidders should keep their bids valid for a period of 90 Days from the date of Closing of on-line auction. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

We agree to have read, understand and agree to abide by this statement.

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

COMMERCIAL BID

TRANSPORTATION OF BAGASSE/FUEL (COAL/RAW LIGNITE) FROM AND TO M/s SAKTHI SUGARS LTD, UNIT-II, SIVAGANGAI FOR THE SUGAR SEASON – 2022-23

NOTE: Before filling up the details, please carefully read all the points. No correction or overwriting is allowed.

01.	Name of Tenderer on whom order to be released:	
	Door No./Street	
	Name of Village/Place/City:	
	District / PIN Code	
	Name of the Contact person	
	Phone / Mobile No	
	E-mail ID	
	Income Tax PAN No.(copy of PAN card should be enclosed)	
	GST Registration No.(copy of Registration should be enclosed)	
02 (a)	Whether the tenderer has minimum three years experience in transporting bulk materials by truck during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22. The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years. (relevant documents to be uploaded in e-procurement portal)	YES / NO
02 (b)	Whether the quantity transported by the tenderer is not less than 2000 MT per month in any three months during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22. If yes, should enclose the documentary proof in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS. (relevant documents to be uploaded in e-procurement portal)	YES / NO
03	Whether the tenderer has minimum 20 own/leased trucks . The tenderer shall enclose photo copies of complete RC particulars(all the pages of RC) for own truck as supporting document and for leased trucks, photocopy of complete RC particulars (all the pages of RC) with original lease agreement in ₹20/- non judicial stamp paper for each leased truck, as per format enclosed at Annexure V and the lease agreement in original to be produced. Vehicles owned by the partners will be treated as own vehicle provided partnership deed and RC books are provided. Original RC books should be produced for verification at short notice. (relevant documents to be uploaded in e-procurement portal)	YES / NO
04	Whether the tenderer is in a position to transport minimum quantity of 270 MT of compacted bagasse per day on weekly average basis. Otherwise, their offer is liable for rejection.	YES / NO

05	Whether the tenderer has provided Solvency Certificate for ₹5/-Lakhs issued after 31/03/2022 (The successful tenderer who gets order should furnish original before receipt of order and those who do not agree for the same will not be eligible for qualifying in the tender). or Special Security Deposit of ₹50,000/- by RTGS. (relevant documents to be uploaded in e-procurement portal)	Solvency Certificate / Special Security Deposit	
06	EARNEST MONEY DEPOSIT: Whether the tenderer has sent EMD amount of ₹2,00,000/- through RTGS. (Price Bid of those who fail to sent DD towards EMD along with the Commercial bid will not be opened).	UTR NUMBER :	
		DATE :	
		Name of the Bank:	
07	TENDER FEE: If the tender document is downloaded from our website, Please furnish UTR No. / Date for ₹590/- (Rs.500/- + GST @ 18%) towards tender document fee.	Not Applicable / Enclosed	
		UTR NUMBER :	
		DATE :	
		Name of the Bank:	
08	ADDITIONAL SECURITY DEPOSIT: The successful tenderer who gets order should furnish Additional Security Deposit of ₹2,00,000/- by DD. (Those who do not agree for the above condition will not be eligible for qualifying in the tender).	AGREED / NOT AGREED	
09	Whether the tenderer has quoted for all the works of the price bid. (In case of not quoting for all the works their offer is liable for rejection.)	YES / NO	
10	Whether the Partners or Directors or Proprietor as the case may be of the Company are related to any of the Employees of TNPL. (If yes, a declaration to this effect giving the details of the Name of the Employee, Relationship, etc. should be provided separately.)	YES / NO	

I / We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agree to the terms and conditions of TNPL. (In case of any mis-statement or false information furnished, the tenderer will disqualify in the tender).

I / We hereby declare that all the terms and conditions of the TENDER NO.222313004659 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO.222313004659.

Date:		Name, Address & Signature with Seal
Place		
Contact Person		
Phone / Mobile No.		

TENDER NO.222313004659

ANNEXURE – VI

PRICE BID (Price Bid schedule is to be filled in the e-portal (BOQ))**TRANSPORTATION OF BAGASSE/FUEL (COAL/RAW LIGNITE) FROM AND TO M/s SAKTHI SUGARS LTD, UNIT-II, SIVAGANGAI FOR THE SUGAR SEASON – 2022-23****DUE ON: 21/11/2022**

IN ONLINE E-PROCUREMENT PORTAL THE FOLLOWING ARE TO BE FILLED IN PRICE BID (BOQ EXCEL FILE).

MAIN WORKS:

1. All Inclusive rate for Transportation of Compacted Bagasse from Sugar Mill Site at SIVAGANGAI to TNPL Unit-1 at Kagithapuram with return load of Coal to Sugar Mill **IN RATE PER MT (₹)**.
 - a. FOR TRANSPORTATION OF BAGASSE (Estimated Qty:75,000 MT)
 - b. FOR TRANSPORTATION OF FUEL (COAL/RAW LIGNITE) (Estimated Qty:75,000 MT)
2. All Inclusive rate for Transportation of Compacted Bagasse alone from Sugar Mill site at **SIVAGANGAI** to TNPL Unit-1 (single trip) with empty return trip **IN RATE PER MT (₹)**. (Estimated Qty:50,000 MT)

Note: All Inclusive rate for RATE PER MT (Rs.) (BOQ) to be filled, validated and uploaded in NIC. The evaluation will be done on overall (all 3 works) lowest basis for the estimated quantity indicated in Tender (BOQ). If bidder reduced the rate in reverse auction for the overall (all 3 works) rate, the % of deduction will be applied for all the works in the tender (Sl. No. 1 (a), 1(b) & 2).

EXIGENCY WORKS :

3. All Inclusive rate for Unloading charges for coal at Sugar Mill site at **SIVAGANGAI** by mechanical means **IN RATE PER MT (₹)**.
4. All Inclusive rate for Transportation of Fuel(Coal/Raw Lignite) alone from TNPL Unit-1 to Sugar Mill offsite at **SIVAGANGAI** (single trip) with empty return trip **IN RATE PER MT (₹)**.
5. Minimum Quantity of Bagasse that can be transported per day on weekly average basis in MT.

Note: IF TENDERER QUOTE FOR THIS TENDER , YOU HAVE TO ENTER EXIGENCY WORKS RATES IN SEPARATE SHEET (Exigency work) WHICH IS NOT CONSIDER FOR EVALUATION.

The rate quoted above should be inclusive of present and anticipated Toll charges in enroute during the contract period - No additional charges will be paid during the entire contract period except revision in diesel price.

The quantity indicated in the tender is only our estimate and the same shall vary on either side without any limitation. The rate quoted by the tenders should not have any binding on quantity indicated in the tender.

Note: Price Bid (BOQ) is to be filled in the given format (Excel file) & to be uploaded in online e-procurement portal.



TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
Kagithapuram, Karur District – 639 136

**GENERAL TERMS & CONDITIONS
FOR TRANSPORTATION OF BAGASSE AND COAL / SOLID FUELS
FROM AND TO VARIOUS OFFSITES THROUGH DEDICATED TRUCKS**

(ANNEXURE -1)

01. SCOPE OF WORK:

The scope of work generally shall be transportation of Compact / Loose Bagasse from Sugar Mill Offsite to TNPL Factory at Kagithapuram and Coal / Solid Fuels from TNPL Factory to the Sugar Mill Offsite through dedicated trucks as detailed below by mobilizing sufficient number of trucks and manpower whenever required.

02. The quantity of coal / Solid Fuel and Bagasse is purely tentative and the quantity to be transported per day may vary depending on our boiler operation. When higher quantity is to be transported, the contractor should provide required trucks and when the daily generation is reduced, the truck should be withdrawn suitably. TNPL also reserve the right to split the contract to more than one contractor and engage as many contractors as required at the sole discretion of TNPL. In case contract is split, quantity of coal to be transported will be distributed among the contractors proportionate to quantity of Bagasse to be transported.

03. COAL / SOLID FUEL TRANSPORTATION:

- a) Coal/Solid Fuels is to be loaded into the trucks from the hoppers provided at the TNPL Factory by operating the flap gates. In case, the loading is to be done from the stacks, TNPL shall provide necessary front end loader with driver.
- b) All trucks carrying Coal / Solid Fuels shall be covered with good tarpaulin of required size and secured properly to avoid spillage and flying of coal dust and other environmental hazards en-route.
- c) The weighment of Coal / Solid Fuel is to be carried out at both Offsite and TNPL factory on round the clock basis.
- d) The Coal/ Solid Fuel shall be unloaded at the place indicated by the officer- in- charge. The contractor shall make necessary arrangement by way of manpower, tools and tackles for the unloading operation. In case of failure to arrange manpower for unloading, TNPL will arrange to get it done through any other agency and the extra cost will be recovered from the contractor's bills.
- e) The contractor shall ensure that the trucks carrying coal / solid fuels are thoroughly washed before loading the bagasse at offsite. The manpower required for water washing shall be arranged by the contractor. At bottom of the rear door of the truck, tyre tube etc. shall not be fixed as it will accumulate coal resulting contamination of bagasse.

Contd..2

- f) For MOHANUR & PUGALUR offsites, separate tipper shall be used for transportation of Coal / Solid Fuels and no unloading charge will be paid.

Payment will be made for the actual loading capacity / passing weight mentioned in the certificate of registration.

04. BAGASSE TRANSPORTATION:

- a) Compacted bagasse or Loose bagasse shall be transported as the case may be. In case of compacted bagasse, the trucks shall be loaded directly from compactors and for loose bagasse the loading shall be directly from the chute. However, in case of accumulated bagasse, the bagasse shall be loaded by means of front end loader provided by TNPL. The bagasse could be either mill wet whole or depithed or it should be transported as per the instruction of the site-in-charge at Offsite irrespective of variety of Bagasse.
- b) The contractor shall ensure that the trucks carrying bagasse are free from any foreign material like nails, coir rope, iron pieces, coal particles, blue metal jelly etc.
- c) The Tenderer should be in a position to place side / bottom cladded trucks at respective offsites within a week from the date of Purchase Order or from the date of commencement of transport activities at site. From the 8th day onwards, if any of the trucks found without side/bottom cladding will not be permitted inside the plant premises and TNPL will take appropriate penal action against the transporter.
- d) The quantity of Bagasse and Coal / Solid Fuel to be lifted from time to time would be specified by TNPL and any failure on the part of the contractor in lifting the specified quantity would be viewed seriously and action would be taken accordingly.
- e) The Quantity of Bagasse and Coal/Solid Fuel to be transported by each contractor shall be fixed on daily basis based on the quantity of bagasse transported by the Contractor on the previous day. The daily quota of coal /solid Fuel shall be transported by them on the same day otherwise the unlifted quantity will be allotted to other contractor who places the trucks in time. Under no circumstances, the un-lifted quantity will be carried over to the next day.
- f) The contractor should regulate the movement of trucks in such a way that atleast 1/3rd of the total quantity of bagasse allotted to him is delivered at TNPL during night shifts. Care should be taken to ensure the trucks availability in a regulated manner at Offsite for Loading of Bagasse and Unloading at tippler at TNPL factory. There should not be any grouping or bunching of trucks in reporting at both ends.
- g) While transporting, the bagasse shall be covered with good quality tarpaulin to avoid spillages. Gunny bags / plastic covers shall not be permitted. The condition of tarpaulin is subject to inspection by TNPL Officials. In case truck is not covered with proper tarpaulin, it will not be permitted to leave from Sugar Mill and similarly will not be permitted to enter TNPL factory gate.

- h) The trucks shall be normally unloaded mechanically by tippler at the TNPL site. In case of trans-shipment of bagasse enroute, such trucks shall be unloaded manually by the contractor at his cost and own arrangement.
- i) The contractor shall ensure that the entire material is unloaded during the operation.
- j) In case the contractor fails to provide sufficient trucks, the bagasse shall be diverted to the storage yard at the Sugar Mill Site. In such cases the reclaiming of bagasse from the yard and loading to the trucks shall be the responsibility of the contractor using required manpower without incurring any extra cost to TNPL.
- k) The contractor shall ensure proper loading of compacted bales of the bagasse from the compactor into the truck. In case the contractor fails to organize the truck properly, the spillages of the bagasse shall be collected by front end loader and fed into the compactor once again by TNPL depending on the operational convenience of TNPL or if such of the loose bagasse is loaded directly into the truck, such quantity of bagasse will not be considered as loose but to be considered as compacted bagasse for payment purpose.
- l) It may be required for TNPL to make weighment of pith at the sugar mill as and when required. For this, the trucks which come for loading of bagasse will be utilized. The contractor should provide the truck for the above purpose also as the same will involve only limited time. Proper instructions are to be given to their truck crew accordingly. Charges if any, for the above should be indicated in the bidding schedule if the contractor does not provide the truck, TNPL shall arrange alternate contractor and withdraw the permission of the particular truck for further running.
- m) **GENERATION OF LOOSE BAGASSE WHILE LOADING:**
While loading compact bagasse, the transport contractors should have proper supervision of loading operation and generation of loose bagasse and spillage should be avoided. The loose bagasse generated while loading should be loaded into trucks along with compact bagasse in the same truck or subsequent trucks. Under any circumstances TNPL shall not permit to transport Loose/spillage bagasse in loose form, generated during loading of compact bagasse. In case contractor does not transport the loose/spillage bagasse generated during loading along with compact bagasse, such loose shall be transported separately by TNPL and the extra expenditure incurred shall be recovered from the transport contractors. In case, loose bagasse is generated due to TNPL equipment problems, Force Majeure conditions, etc. the same may be transported separately as loose bagasse for which the rates given in the work order will be paid. All loose bagasse generated shall be loaded by TNPL loader by the Offsite concerned.

05. WEIGHMENT:

- a) The contractor shall ensure that all trucks carrying bagasse shall be weighed for gross and tare weight at Offsite weigh bridge. If found necessary, the sameweighment shall be repeated at TNPL factory also.
- b) After weighment of bagasse, the clerk appointed by the contractors at the Offsites/Sugar Mills on round the clock basis shall prepare LR / CN / GC and the contractor shall ensure sufficient manpower. If any of the trucks report with unsigned G.C or without LR/CN/GC, such truck will not be permitted to work/stay inside the premises for more than 12 Hrs.in a day to comply with factory inspectorate regulations.
- c) A representative shall be presented at the bagasse loading point to regulate the trucks and organize in such a way that there should not be any spillage / traffic jamming and to get the instructions of offsite officials and security officials from time to time. The representative engaged by the contractor shall not be permitted to work / stay inside the premises for more than 12 Hrs. in a day to comply with factory inspectorate regulations.

06. The transit time allowed for every truck plying for offsites shall be prescribed for each Sugar Mill Site for compliance. These particulars are required to avoid jamming problem at the time of Loading and Unloading and also to avoid drivers sleeping en-route.

07. MISCELLANEOUS WORKS:

It is the contractor's responsibility to carry out the following miscellaneous works which form part of the scope of work:

- a) Removing tarpaulins and preparation for unloading
- b) Cleaning of spillage bagasse at the time of Loading
- c) Fastening and removal of anchoring chains of the tippler to / from the truck.
- d) Opening of back door of trucks for unloading.
- e) Operation of flag gates for loading bagasse.

08. MOVEMENT OF COMMITTED QUANTITY OF BAGASSE:

- a) Contractors shall transport the minimum committed quantity of bagasse per day on weekly average basis. The performance will be reviewed on monthly basis. In case of satisfactory performance, the retention money of 5% for the particular month shall be released before end of the succeeding month. In case the contractor fails to transport the minimum committed quantity every month, the retention money of 5% deducted from their bill for bagasse transportation as per clause no.13 (a&b) of special terms and conditions of the tender will be forfeited.

- b) TNPL will review the performance of the contractor on monthly basis and in case any contractor continuously fails for 2 months in transporting the minimum committed quantity of bagasse, TNPL reserves the right to cancel the order and engage any other contractor or choose any other mode of transport. Any additional expenditure incurred on this account will be debited to the account of the contractor in addition to forfeiture of security deposit and additional security deposit and will take any other appropriate action as may be deemed fit by TNPL. It may further be noted that any short fall in a particular month will not be carried forward to the succeeding month and contractor has no right to ask for additional quantity for attaining the shortfall of the preceding month. In case of non availability of bagasse at Sugar Mill / Offsite for more than one day and in case of Force Majeure Conditions and /or due to any decision taken by TNPL, the contractor is not liable for the performance stipulated above for the proportionate period.

09. TERMS OF PAYMENT:

- a) Payment will be made only for the actual net weight quantity transported as mentioned in the clause 13-A of the special Terms and conditions and Clause 11 of General Terms & Conditions.
- b) Income-tax or any other taxes and duties which the transport company may be required to pay by Law, shall be deducted at source and the same shall be paid to the authorities concerned on the account of transport contractor. TNPL shall provide the required deduction certificates.
- c) Bills for the job carried shall be submitted to the company in duplicate once in 15 days and the bills shall contain the following particulars.
- i) Purchase order Number and date
 - ii) Description of the consignment
 - iii) Date of bookings
 - iv) Originating station and destination along with particulars of weight actually recorded at main site and offsite weight bridges.
 - v) Lorry receipt/consignment note duly certified by authorized representatives of the company at Offsite / Paper Mill Site to the effect that the consignment has been safely delivered.

Note: I. In case of bills submitted with errors in the above particulars the bill shall be returned to the contractors and the same shall be resubmitted after corrections. The date of resubmission will be treated as the date of submission of bill.

Note: II. In case of loss of acknowledgement copy of LR/CN/GC, the Duplicate of the same should be obtained within 20 days. Therefore TNPL will not be responsible for non production of LR/CN/GC/non settlement of payment. Indemnity bond in Non-Judicial Stamp Paper for the value of Rs.80/- (Rupees eighty only) for each LR/CN/GC shall be executed in the prescribed format issued by TNPL.

Note: III. If any corrections are there in the bill, it is to be rectified within 3 days after submission of the bill.

- d) The Contractor shall ensure that the bill is submitted for complete transportation for the particular period. Submission of supplementary bills should be avoided. The supplementary bills shall be raised only for missing LR/CN/GCs after getting duplicate acknowledgement within 30 days of LR/CN/GC date. Otherwise such supplementary bills are liable for rejection/non-payment by TNPL.
- e) 95% payment will be effected after security within fifteen days from the date of receipt of bills complete in all respects at TNPL and balance 5% for bagasse transportation will be retained towards retention amount which will be released subject to satisfactory performance of the work as detailed in clause.13A of special Terms and Conditions of this tender. The Contractor shall have no claim for any interest or any other compensation with respect to any delay in payment of interim or final bills for the refund of Security Deposit/Additional Security Deposit or in respect of any amount which may be with TNPL owing to any dispute between contractor and TNPL.

10.VALIDITY OF OFFER: The rate quoted in the tender shall be kept valid for 90 days from the date of opening of the price bid for finalization of tender. No bidder can withdraw his offer or upward revision of rates or revoke the same within the same period of 90 days or within the mutually agreed extended date. **If any bidder withdraw his tender or upward revision of rates or revoke the same within the above period. EMD amount remitted by the tenderer will be forfeited and suitable penal action will be taken.**

11.(a) Considering the variations in unladen weight of different kinds of trucks and nature of material (bagasse), payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal trucks, 19.50 MT for double rear axle trucks, 25 MT(12 wheels) / 30.50 MT(14 wheels) for Multi rear axle trucks. TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. However, it is the responsibility of the tenderers to take care to the RTO regulations for load restrictions under section 114 of Motor Vehicles Action Act.88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federations and any other Statutory regulations.

(b) As per notification dated 03.09.2018 provided by Transport Commissioner, the loading weight of transport vehicles have been increased. However, stamping needs to be done in RC/Permit for increase in safe axle weight of transport vehicles.

12. FORMULA FOR REVISION IN DIESEL PRICE (INCREASE/DECREASE):

If the Diesel price increases/decreases beyond 5%, the freight rates will be revised as per the formula given below and the revisions (increase/decrease) in freight rate will be effected after 15 days from the date of diesel price revision. (However in case the first increase/decrease from the present rate is below 5%,the freight rates will be revised whenever the cumulative increase/decrease reaches 5% from the present diesel price). Accordingly subsequent revisions will be effected whenever cumulative increase/decrease reaches beyond 5% from the revised rate.

The increase/decrease in freight per MT = $\frac{\text{Distance} \times \text{Revised Rate} - \text{Present Rate}}{4\text{KM} \quad 16 \text{ MT}}$

Revised Rate – Revised Rate of Diesel prevailing at Karur

Present Rate – Present Rate of Diesel prevailing at Karur on due date of the tender

16 MT – Quantity loaded per Trip

4 KM – The distance travelled by the Truck consuming per litre of Diesel

If there is any increase / decrease in diesel price beyond 5% between the period of tender opening to issue of Purchase Order, the negotiated rates shall be revised, based on the above formula.

During the currency of the contract, escalation on any account whatsoever will not be entertained, other than the Diesel Price variation as detailed above.

13. The Contractor shall not engage any trucks of other contractors from the same Sugar Mill Sites or other Sugar Mill Sites / Offsites.
14. In case the contractor is awarded transportation work in more than one site, the contractor shall not engage trucks earmarked for one site to other site. However, on exigency, trucks can be diverted to other sites with the prior permission of the Officer-in-charge of TNPL.
15. It is the responsibility of the contractor to retain one of their representatives permanently at the factory premises to receive instructions and to handle the situation during exigency when there is a problem at unloading station resulting accumulation of trucks at the factory gate.
16. The contractor shall submit a consolidated statement indicating the quantity transported along with truck number, consignor copies of LR/CN/GC notes for Bagasse and Coal / Solid Fuels at Offsites and TNPL Factory respectively once in a fortnight.
17. The contractor should mobilise adequate trucks or withdraw as the case may be depending on the availability of bagasse and the condition of the system at bagasse receiving station at main site. Any disruption at any of the points will be communicated to the contractors by telephone / fax / e-mail or through a messenger and it is the responsibility by the contractor to take adequate steps which warrants at the particular situation without affecting the performance. However, TNPL will not take any responsibility of reimbursing the loss incurred by the contractors by diversion of trucks or stoppage of work on such occasions. The contractor shall not have any claim for any detention charges in irrespective of time lost either at TNPL factory or at Sugar Mill Sites for loading and unloading of material.
18. If any of the trucks transporting bagasse gets unduly delayed either due to problem on the way or breakdown, the final weight will be taken into consideration for billing as well as evaluating the damage / penalties.
19. The weight recorded by TNPL weigh bridge shall be final and binding for all payments and accounting purposes.
20. The contractor shall be in a position to mobilize adequate number of trucks in short notice as and when required by TNPL as the transportation of Coal/Solid Fuels/ Bagasse would be fluctuating depending on plant conditions.

21. INSURANCE:

- a) The Contractor shall faithfully comply with the provisions of the Factories Act 1948, ESI Act 1948, the Contract Labour (Regulation and Abolition) ACT -1970, the Workmen's Compensation Act 1923, Employees Provident Fund Act 1952 and any other law for the time being in force and applicable to contract workmen. The Contractor shall fully indemnify the Company for any loss or damage or any liability incurred by the Company due to any default or non observance by the Contractor of any of the provisions of the above mentioned enactment.
- b) TNPL is not liable for any injury or accident which may be caused to the operating crew or work men within the factory premises/ Offsites / Sugar Mill premises. It is therefore the responsibility of the Contractor to insure his truck crew and workmen working at the TNPL factory/Off-sites/Sugar Mill sites adequately and Insurance Policy is to be produced to TNPL before commencing the work. ROAD SAFETY POLICY (un-named) should be taken by the successful contractors before commencement of work in respective off-sites. The necessary premium amount for the above policy shall be reimbursed by TNPL on production of receipt and copy of Insurance policy. This policy provides coverage for death due to any accident to the transporters' crew/or loading men inside the premises upto Rs.1,00,000/- and additionally Rs.1,00,000/- towards Medical expenses for treatment of injury due to accident inside the sugar mill premises. This is in addition to work men compensation policy which is currently being arranged by the Contractor.

The necessary documents such as initial Medical report, discharge summary fitness certificate are to be submitted to the concerned site-in-charge within 15 days from the date of accident till closure of the case, so as to submit the periodical report to Factory Inspectorate through the Sugar Mill.

The Security Deposit shall be released by Offsite department after obtaining the no dues certificate from the respective site-in-charge subject to complying the above norms.

22. All consignments / Material once handed over to the contractor will be safely delivered at respective destination by them without any damage. All the materials are carried at the risk of the contractor and in case of any damage to the material, the cost shall be recovered from the contractor.
23. In case of failure of the contractor to execute any part of the work entrusted to them satisfactorily, TNPL will arrange to get the job done by alternate means and any extra cost incurred in getting the work done will be debited to the contractor's account.

Contd..9

24. TNPL reserves the right to split the purchase order among more than one contractor and the contractor shall be prepared to handle part of the job entrusted to them. The contractor is required to co-ordinate and co-operate with the other contractors for smooth operation. If any dispute arises between the contractors the decision given by TNPL is final and binding on all of them.

25. If any dispute arising out of the above said rate contract, the matter shall be referred to only the Court at Karur District, Tamil Nadu.

26. CONDITIONS OF THE VEHICLES:

- a) Vehicles provided for transportation job should be in sound condition and free from air horn, starting trouble, break failures, light failure, generation of smoke and other defects. Self starting system should be in perfect condition. Otherwise, the trucks will not be permitted to ply.
- b) All efforts should be made to avoid spillage during transit spillage of Coal / Solid fuel / Bagasse en-route will be causing nuisance to the public and strictly prohibited under "pollution control regulations". It is, therefore, necessary that the trucks used for coal/solid fuel and bagasse transportation should have a sound body without any openings. Further, both the sides and the platform of the truck should have smooth surface without any crevices / gap so that the bagasse slide down without problems during the tipping operation. The height of the truck body for transportation of bagasse should be more than one foot above the cabin level but within the height limitations prescribed in Highway / R.T.O regulations.
- c) The side body of the trucks should be fully raised to the cabin level and covered without any gap by fixing new aluminium sheets or new GI sheets of sufficient thickness not less than 18/20 SWG right from the platform of the truck as per drawing enclosed. The platform should also be covered with MS sheets properly riveted. (However, for Mohanur & Pugalur Offsites, the platform sheet need not be provided). Provision of bamboo mats and other country made materials will not be permitted for side protection as the same will increase the friction which will make the unloading difficulty besides spillages of material enroute. The platform to truck should be covered with cold Rolled single MS sheet. The side cladding is to be fixed from the platform of the truck upto cabin height with proper welding by single cold rolled MS Sheet.
- d) All the trucks to be used for transportation of bagasse are required to be inspected by Offsite section at Main site. The date of inspection shall be communicated individually and the trucks should be placed for inspection in time.
- e) The trucks should be brought for inspection on every month and fitness certificate is to be obtained from the Offsite department without which the trucks will not be permitted to transport bagasse.

- f) The truck approved by the committee, shall be issued an identity card indicating the Regn. No., Name of the Contractor and site etc., and it is the responsibility of the contractor to keep the identity card with the driver concerned and to be presented on demand to any authorized representative of TNPL. In case the identity card is lost / misplaced, a duplicate card will be issued on request on prepayment of Rs.100/- (Rupees One Hundred only). After completion of the work, the Identify cards shall be returned to TNPL along with last bill.
 - g) The inspection of the trucks shall be strictly carried out and modification suggested by the committee should be complied with and presented once again. On presentation after due modification / repairs, if the truck is found not suitable for operation, the same shall be rejected.
 - h) Even among the approved vehicles, any defects noticed at any time during the course of transportation will be reported to the contractor by the concerned officials through a memo which will be served on the spot. One copy of the memo will be posted to the transport contractor. Transport contractor has to ensure that the defect is rectified or truck replaced within 24 hours by giving intimation to the concerned officials of TNPL, if the truck crew refuse to acknowledge the memo served on the spot, such trucks will not be permitted further.
- 27.** The Contractor shall deploy only such trucks with valid Clearance from the RTO. Contractor shall be thoroughly conversant with all the transport, Government regulations in force and shall be responsible for obtaining the necessary permission and sanction from the authorities concerned. TNPL will not be responsible for any violation of the transport regulations by contractors or by their operating crew.
- 28.** The drivers engaged by contractors shall hold valid heavy vehicle license and TNPL reserves the right to check license and insurance papers as and when required.
- 29.** The contractors should keep all documents such as Valid Fitness Certificate and emission under control Certificate, RC book, driver's valid license etc with the truck driver and TNPL will have access to verify the documents from time to time and contractor should not object for such verification.
- 30.** The crew of the truck should not work for more than 12 hours continuously as it is unsafe and would hamper round the clock transportation. If the truck is used for more than 12 hours continuously, after 12 hours another set of crew should be posted to operate the truck. All safety regulations should be followed for the plying vehicles.
- 31.** All rules and regulations followed at TNPL Factory and at Sugar Mill Sites will be strictly followed by transport Contractors and their employees.

32. Transporter to take care of public interest:

The following points which may cause nuisance to public should be taken care of by the Contractor.

- a) Spillage of material on the public roads.
- b) Pollution problems reported by District Authorities because of flying of bagasse particles from the fast moving trucks.
- c) Damaging of trees on the highways and electrical / telephone lines by over loading of trucks enroute to paper mill site.

33. Conduct of personnel employed by Contractors:

- a) Contractors are required to post their representative at TNPL as well as in the Sugar Mill area and the representative should be competent enough to coordinate with TNPL authorities as well as the various labourers, lorry Drivers, cleaners etc. Adolescent persons are not permitted for this job.
- b) Transporter / Contractor has to ensure that his Drivers / Cleaners behave properly with the officials and operative staff of connected department both at TNPL Factory and at Offsite. In case of any problem, the matter should be reported by Contractor only to the concerned authorities of TNPL and under no circumstances, the drivers / cleaners are permitted to take direct action. The drivers, cleaners and other operative crew who are observed not behaving properly, will be sent out of the premises of TNPL / Offsites area and the trucks operated by them will not be permitted further. TNPL also reserves its rights to take criminal action against the misbehaved vehicle crew by reporting to the nearest Police Station / handing over the misbehaved crew to Police.
- c) Transport operative personnels are not permitted to smoke inside the premises of TNPL Factory and offsites / Sugar mill sites. This will apply to coal / solid fuel and bagasse yard situated outside the factory compound also. Further, the employees and truck-crew of the contractors should be free from alcoholic effects when they are at work. Bringing beedy, cigarettes etc., is strictly prohibited within offsites installation. In case such defaulters are found during the operation a fine of Rs.5/- shall be charged for each occurrence.
- d) Heavy vehicle Driving License should be there for the persons engaged for driving. Unlicensed persons are not permitted to drive the vehicles even if it is for movement of the vehicle for short distance or for placement / removal of truck at the loading points. The driver / cleaner should always be available along with the truck.
- e) Under no circumstances, the contractor's vehicles are permitted to be kept inside the plant premises (Paper Mill as well as offsites) without the driver and cleaner. Even during waiting time, the driver and cleaner should be available with the truck for any movement and no one should sit / sleep under the parked vehicle.

- f) To enforce proper discipline in day to day operations wherever situation warrants TNPL will be issuing memos on the spot containing necessary particulars. One copy will be served to the concerned operating personnel of the contractor and another will be posted to the contractor for his information and rectification.
- g) Any demand / problem of the load men should be met by the contractors only. All the workmen including the GC clerk and representative should wear safety Helmet. Apart from that the coal unloading persons should wear gum boots. No other untrained persons like driver, cleaner, and new persons shall not be permitted to climb the truck. Any deviations / violations of the clause, a fine of Rs.5/- for every occurrence shall be levied.

34. IN CASE OF ABNORMALITIES, THE FOLLOWING SHALL BE STRICTLY ADHERED TO:

- a) In case of any accident enroute, the matter should be reported through quickest means by the contractor to TNPL site as well as to the concerned Sugar Mill Site indicating the particulars of accident and the damage caused under no circumstances the delay in reporting should be more than 12 hours.
- b) Similar reporting should be done for brake down of their vehicle and loss of any material i.e., Bagasse / Coal/Solid Fuel. Under no circumstances, the delay in reporting should be more than 12 hours.
- c) The truck operative personnel should take sufficient care to avoid over speeding and damage to public properties and TNPL's properties. In case, any such things happen, the matter should be reported immediately to the concerned Offsite as well as Paper Mill Site by quickest means. Under no circumstances, the delay in reporting should be more than 12 hours.
- d) In case of any accident, the contractor should arrange to report the matter to the concerned authorities as well as TNPL immediately. Under no circumstances, the vehicle which met with an accident should be brought inside the factory premises before the matter is settled.
- e) In case of withdrawal of trucks for the purpose of obtaining fitness certificate or for any other unforeseen reasons, the matter should be reported to TNPL well in advance and alternate arrangements should be made simultaneously failing which the contractor is responsible for generation of loose bagasse and or non fulfillment of daily committed quantity for want of trucks.
- f) To exercise effective control on trucks mobilization and for other operational checks at various points enroute, the contractors are expected to ply their trucks only through the nominated routes. Diversion of routes due to road block or any other inconvenience should be communicated to the concerned Offsite and TNPL Factory by quickest means. Under no circumstances, the delay in communication should be more than 12 hours.

35.SHORTAGE / LOSSES IN TRANSIT:

As the distance involved in transportation of coal/solid fuel as well as bagasse is less, normally no shortage is allowed. However, 0.5% variation in the quantity is permitted as a shortage on truck to truck basis to take care of inaccuracies in weigh bridges at offsites and TNPL factory. If any shortage is observed beyond the permissible limit of 0.5%, the cost of the material found short beyond 0.5% plus 10% towards administrative expenses shall be debited to the contractor's account. In case of any variation beyond 0.5% permitted, it should be reported by the authorized representative of the contractor or to TNPL officials at TNPL Factory / Offsite immediately and complaints if any should be recorded. Otherwise, it is treated that the contractor has no dispute on the weight of the material delivered and no claim on a later date will be entertained.

36. If at any given time, after commencement of work, TNPL does not require the whole work or part of the work to be carried out for any reason whatsoever, TNPL will intimate the same to the contractor and the contractor shall have no claim whatsoever for any compensation.

37. (a) Contractor should always use good quality tarpaulin for covering coal / solid fuel and bagasse so as to prevent spillage enroute. In case at any time it is found that the tarpaulin used are not good which cause spillage, TNPL reserves the right to impose a penalty of Rs.1,000/- per occurrence. If same truck is found next time next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e.,increase of Rs.1000/- per occurrence. After 3rd occurrence, the truck will be removed from the fleet. In addition to the above, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using good quality Tarpaulin.

(b) All the truck drivers should use "Fall Arrestor and Safety Belt" while covering / removing the Tarpaulin at coal yard and tippler unloading point at main site. In case at any time if the truck drivers are not using the Fall Arrestor and safety belt while covering / removing the tarpaulin, TNPL reserves the right to impose appropriate penalty of Rs.1,000/- per occurrence per transporter. If the same transporter's truck is found next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e.,increase of Rs.1000/- per occurrence per transporter. After 3rd occurrence, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using Fall Arrestor and Safety Belt.

(c) All the transporters have to arrange adequate manpower apart from driver to cover / remove the tarpaulin with the use of safety equipments provided by TNPL. Appropriate penal action will be taken if the transporter not providing adequate manpower. If the transporter fails to arrange manpower the trucks will not be permitted to load coal in the coal yard.

38. In order to avoid the problem of mixing of coal particles with bagasse, contractors should use separate tarpaulins for covering bagasse and coal. The tarpaulin should be cleaned properly so that no trace of coal particles should be available on the tarpaulin. In case the bagasse transported is mixed with coal due to using of bad tarpaulin or improper cleaning of the truck or bagasse is covered by the tarpaulin used for coal, the bagasse may be contaminated with coal/lignite which cannot be used for paper making. In such case the freight charges for that particular load will not be paid to the contractor.

39. CANCELLATION OF PURCHASE ORDER:

In the event of unsatisfactory performance, the purchase order is liable for cancellation. In the event of cancellation of purchase order, the security deposit and additional security deposit remitted by the party will be forfeited.

40. CONTRACTOR LIABLE FOR DAMAGE DONE:

If the contractor or his employee shall break, deface, injure or destroy any part of a building premises in which they may be working in and around TNPL Main site/ Offsite or any other building, roads, fence, enclosures, water pipes, cables, drains, electric or telephone post or wires or any cultivated materials while in progress from any cause whatsoever, the contractor shall make good of the same at his own expense and in default, TNPL may do the work through any other agency and deduct the expenses (of which the certificate of TNPL shall be final) from any sums that may be then, or at any time there after become due to contractor or from his Security Deposit or any other deposit.

41. JURISDICTION:

The Contract shall be deemed to have been entered into at Kagithapuram, Karur Dist and the Court at Karur shall be the forum for legal proceedings, if any, connected with this contract.

42. The transporter shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner, whatsoever, without specific \ written permission from TNPL.

43. The transporter shall at all times indemnify TNPL against all claims, damages or compensation under the provisions of workmen's compensation Act, Payment of wages act, Goods Carrier Act, Mines safety Act, and all other acts and laws and any rules and regulations made there under as modified and in force from time to time or as a consequence of any accident or injury to any work man or other persons in or about the works whether in the employment of the contractor or not. The transporter shall also indemnify TNPL against levy of any taxes, Loss of Goods in transit etc in regard to this contract and in the event of TNPL being assessed for any of the said imposts, TNPL shall have the right to recover the total amount so assessed from your dues and the transporter shall also be responsible for all costs or expenses that may be incurred due to litigations in respect of the same.

44. GOODS & SERVICE TAX:

Goods & Service Tax will extra at actuals to TNPL account and the same will be paid directly to the authorities concerned by TNPL.

The contractor should submit their bills in duplicate along with acknowledged GC copies in duplicate. (The duplicate copy should be in the form of printed carbon copy. Photo copy / Xerox copy will not be accepted.)



TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
Kagithapuram, Karur District – 639 136

SPECIAL TERMS AND CONDITIONS

BAGASSE & COAL/SOLID FUEL TRANSPORTATION FROM TNPL OFFSITES

1. Offers of those contractors who do not commit to transport Compacted Bagasse of minimum quantity as indicated in the covering letter of this tender per day on weekly average basis are liable for rejection.
2. In case, the contractor transport less than the committed quantity per day on weekly average basis and loose bagasse is generated for want of trucks / any fault of contractors, a penalty to the tune of the difference in the transportation rates between Loose bagasse (with empty return trip) and compacted bagasse (with empty return trip) for every tonne of loose bagasse generated will be imposed. The quantity of loose bagasse generated due to contractor fault / want of truck will be as per certification given by Offsite department. In case TNPL is not in a position to give sufficient quantity of compacted Bagasse due to any reasons, the penalty will not be applicable.
3. Adequate load men for each Compactor shall be arranged by the contractor in all the Offsites for loading compacted bagasse. Additional load men shall be arranged by the contractor for the sites where stand by Compactor is installed (viz. Appakudal, Pugalur, and Pennadam), to avoid generation of loose Bagasse during truck change over period.

4. ENGAGEMENT OF CLEANERS:

Engagement of cleaners is not necessary inside the factory premises for the vehicles provided with the following facilities:

- Indicating Lamps for right / left with beep sound
- Rear view mirrors on both the sides of the cabin to see movement of vehicles on either side.
- Reverse Horn / Reverse Light.
- Parking lights, reflective stickers etc. to indicate the parked trucks
- “No Hand Signal” affixed on the back door of the truck.

ENGAGEMENT OF CLEANERS FOR THE VEHICLES WHICH DON'T HAVE THE ABOVE FACILITIES IS COMPULSORY.

5. In the event of failure of deploying sufficient trucks / load men, any loose Bagasse generated shall be cleared immediately at the risk of contractor for which the contractor shall be paid at the compacted bagasse transportation rate even it is transported in loose form. If the loose bagasse is not cleared by the contractor within a week time, TNPL shall fix a separate agency for transporting loose bagasse and the actual additional expenditure incurred shall be recovered from the contractor's account.
6. At Appakudal & Pennadam offsites, one compactor goose neck is modified in such a way that compacted bagasse can be stacked from the bottom of truck. The contractor shall place the truck initially at this compactor and stack the compacted bagasse up to the level of side cladding and change over the same truck to another compactor for further loading. The contractor shall keep adequate load men for loading bagasse in the said manner, round the clock.
7. In case, the contractor transport the material in diverted route due to diversion imposed by Government authorities, civil commotions / disobedience, strike, road roko, accident and other unexpected reasons / incidents, traffic jam etc.any reasons like no compensation for extra kilometers will be paid to the contractor.
8. The purchase orders will be valid till the completion of the current sugar season including Min/Special crushing seasons, if any, and during the validity period of the contract, no revision in rate will be allowed except revision in diesel price.
9. The contractors should have minimum of dedicated trucks (as indicated in the covering letter of this tender) owned / leased by them. They should furnish the list of truck numbers along with photo copies of RC books. In case during the contract period, the contractor wishes to withdraw any truck with suitable replacement of trucks, the same shall be intimated to TNPL – Offsite department in advance and the identity cards already issued shall be surrendered for the withdrawn trucks and new identity card should be obtained for replaced trucks.
10. In case, any vehicle withdrawn for FC or held up with accident or become inoperative, the contractor shall arrange immediate replacement of trucks.
11. The trucks declared by the successful tenderer for a particular site will not be allowed to operate to other sites. However in case of exigency, trucks can be diverted to other sites with prior permission of the Officer-in-charge of TNPL Offsite department

12. The tenderer should quote for all the works of the bidding schedule otherwise their offer is liable for rejection. The successful tenderer shall undertake all the items of the work without any demur. In case of failure, such work shall be got done through any other contractor / agency and any extra expenditure incurred by TNPL shall be recovered from the defaulted contractor.

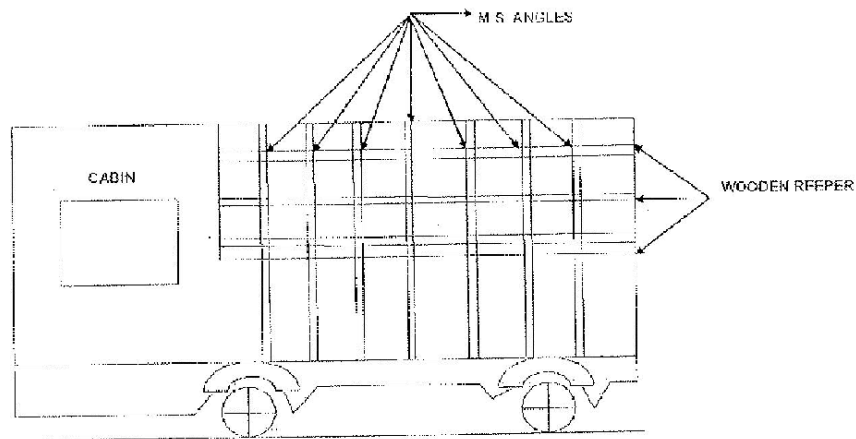
13. PERFORMANCE:

- A) Bagasse is the main raw material for TNPL. If Bagasse is not lifted and transported from the offsites/sugar mills as and when available by the contractors, the same will be lost and TNPL's production schedule will be affected badly. Therefore, the contractors shall transport the committed quantity on weekly average basis and ensure that the entire quantity of bagasse generated on daily basis should be transported without fail. 5% of the bill value of bagasse transported shall be withheld by TNPL as retention Money. The contractor's performance will be reviewed during succeeding month. In case the contractor transport the committed quantity on weekly average basis, the retention money will be released before end of the succeeding month. Otherwise, the retention money of the month shall be retained by TNPL. After completion of the sugar season, the performance of the contractor will be reviewed. The contractor should transport minimum 90% of the committed quantity of bagasse as mentioned in the purchase order. In case the contractor does not reach the performance level of 90% of the committed quantity, their performance will be treated as unsatisfactory and the retention money, security deposit and additional security deposit shall be forfeited.

The above performance level shall not be applicable in case of;

- (i) Non availability of required quantity of bagasse
- (ii) Force Majeure conditions such as industrial disputes, general strike, other strike. Lockouts, wars, invasion, hostilities, riots, earthquakes, storms, floods, famine, epidemics, fire, explosions, legislation or any other Govt. action.

- B) In case the contractor fails to transport the committed quantity on weekly average basis continuously for two months, TNPL reserves its right to cancel the purchase order and engage any other contractor at their risk and cost. Any additional expenditure incurred due to such actions, the same will be to the account of the contractor in addition to forfeiture of Security Deposit, Additional Security Deposit and Retention Money of 5% retained and TNPL will take appropriate action as deemed fit.
- 14) The transport contractor should visit the respective Offsite at least once in a fortnight and discuss with the respective site-in-charge on problems faced if any.



DRAWING FOR BAGASSE TRUCKS

1. SINGLE SHEET CLADDING TO BE ARRANGED INSIDE BODY OF THE TRUCK WITH WELDED BUTT JOINTS REVETTED OR OVERLAP JOINTS ARE NOT ALLOWED. THE CLADDING TO BE FIXED UP TO CABIN HEIGHT IN TWO SIDES AND INSIDE OF BACK DOOR.
(However, for Mohanur and Pugalur Offsites, the platform cladding not required)
 2. PLATFORM SHEET SHOULD BE WELDED WITH SIDE VERTICAL SHEETS, NO WOODEN REAPERS SHOULD BE ALLOWED.
 3. 18/20 SWG ALUMINUM NEW G.I. (OR) M.S. SHEET TO BE USED FOR SIDE CLADDING.
 4. REAR WHEEL MUD FLAPS ARE TO BE REMOVED.
 5. VERTICAL SIDE MINIMUM 7Nos OF MS ANGLES TO BE FIXED AND HORIZONTAL SIDE ABOVE SIDE BODY LEVEL MINIMUM 3 WOODEN REEFERS OF 2" WIDTH. THIS IS TO BE DONE OUTSIDE THE CLADDING SHEET.
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Tamil Nadu Newsprint and Papers Limited

TENDER NO.222313004659

ANNEXURE –V

TRUCKS DETAILS

**TRANSPORTATION OF BAGASSE/FUEL (COAL/RAW LIGNITE) FROM AND TO M/s SAKTHI SUGARS LTD,
UNIT-II, SIVAGANGAI FOR THE SUGAR SEASON – 2022-23**

S. No	Registration No.	Owner name	Body Type	FC valid till	Permit valid till	Insurance valid till	Own / Leased vehicle	Agreement enclosed #
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

ANNEXURE –V

S. No	Registration No.	Owner name	Body Type	FC valid till	Permit valid till	Insurance valid till	Own / Leased vehicle	Agreement enclosed #
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Agreement to be enclosed in case of leased vehicle
Copy of the RC, FC, Permit, Insurance should be enclosed.