

 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.222333000048

May 14, 2022

Dear Sirs,

Sub: Fixing Transport Contract for Transportation of Lime Grits / Lime Sludge from TNPL Unit-2 at Mondipatti to TNPL Cement Plant at Kagithapuram through tippers only.

With reference to the above, please find enclosed our following tender document for transportation of Lime Grits / Lime Sludge from TNPL Unit-2 at Mondipatti to TNPL Cement Plant at Kagithapuram through tippers.

Annexure – I	General Terms and Conditions
Annexure – II	Commercial Bid
Annexure – III	Price Bid
Annexure – IV	RC particulars

The bidding schedule shall be submitted in two parts - first part containing Commercial bid and second part is Price bid.

You are requested to go through the terms and conditions and send one copy of the terms and conditions duly signed in all pages as token of your acceptance along with the Commercial Bid together with Demand Draft for EMD of ₹50,000/-.

The due date for submission of Tender documents along with EMD is 26/05/2022 before 3 pm.

The PRICE BID should also be sent in a separate sealed tender cover along with Commercial Bid. Both the sealed covers containing the Price bid and Commercial bid are to be kept in one **sealed cover superscribing the tender no and due date addressed** to GENERAL MANAGER (PURCHASE), TAMIL NADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur District, Pin:639 136.

The COMMERCIAL BID will be scrutinized first and those who qualify in the COMMERCIAL BID satisfying the qualifying norms of the tender conditions will only be considered for opening of PRICE BID. The bidders who do not send EMD along with the Commercial Bid cover and not satisfying the terms and conditions of Commercial Bid are liable for rejection.

LOADABILITY:

Tenderers shall quote their rate per MT basis and can operate Tippers (**TRAILER TIPPLER SHOULD NOT BE USED**). 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.

Contd...2

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

PLEASE NOTE THAT FOLLOWING ARE THE QUALIFYING CONDITIONS FOR OPENING OF PRICE BID (POINT NO.1 TO 7):

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 not less than 2000 MT in any one month 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 in any one month 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 tippers supplied by them are provided with GPS facility, which can be tracked by TNPL also.

03. TIPPER REQUIREMENT (MINIMUM):

The tenderer shall have **minimum 10 numbers of own/leased Tippers**. The tenderer shall enclose photo copies **complete of RC particulars (all the pages of RC)** and supporting documents for own/leased Tipper shall be furnished as per format enclosed at **Annexure IV**. If the Tippers are owned by the partners, photocopy of partnership deed to be produced along with photo copy of RC. In case of leased Tippers lease agreement in ₹20/- non judicial stamp paper should be executed between the Tipper owner and transport tenderer and the **lease agreement in original** is to be produced. The tenderer shall be in a position to submit the original RC for verification within five days of intimation.

04. QUANTITY COMMITMENT (MINIMUM):

The tenderer shall be in a position to transport minimum quantity of **15 MT Lime Gritz per day** at 40% moisture to be lifted without fail regularly & **350MT Lime Sludge per day** at 30% moisture (to be lifted as & when required) on weekly average basis. Those who are not able to commit for this minimum quantity of **15 MT Lime Gritz per day & 350MT Lime Sludge per day** will not be qualified for the price bid opening.

05. EARNEST MONEY DEPOSIT:

The tenderer should furnish interest free **EMD of ₹50,000/-** by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at KARUR. The EMD should be sent along with the COMMERCIAL BID. The price bid of those who fail to enclose EMD along with the commercial bid is liable for rejection. EMD other than in the form of Demand Draft is not acceptable.

06. In case the tenderer has downloaded the tender document from TNPL website, **application fee of ₹590/-** (inclusive of GST @ 18%) by DD in favour of Tamil Nadu Newsprint and Papers Ltd., payable at Karur is to be enclosed.

07. 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 Bid of those who fail to furnish the above details will not be considered.

The date of opening of Price bid will be communicated in due course and the same will be opened in the presence of interested bidders who choose to be present at the time of opening.

TENDER NO: 222333000048

[3]

The details of requirement are as follows:

Sl. No.	Scope of Work	Distance (appx)	Quantity (appx)	EMD Amount to be paid
01.	Transportation of Lime Grits from TNPL Unit-2 at Mondipatti to TNPL Cement Plant at Kagithapuram through tippers.	95 KM	5,000 MT	₹50,000/-
02.	Transportation of Lime Sludge from TNPL Unit-2 at Mondipatti to TNPL Cement Plant at Kagithapuram through tippers.		20,000 MT	

Transporter has to visit the site at TNPL Unit-2, Mondipatti to understand the scope of work before submitting the offer.**Tenderers shall be responsible for unloading of material at TNPL Cement Plant, Kagithapuram. Loading of material shall be done by TNPL.**

The quantity indicated above is only approximate and may vary on either side. TNPL does not guarantee for the quantum of work to be handled. TNPL also reserve the right to split the contract to more than one transporter.

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

VALIDITY OF OFFER:

The rate quoted against the tender should be valid for acceptance for 90 days from the date of opening of Commercial 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 contract shall be valid for a period of one year from the date of award of purchase order.

The Tender form is not transferable. TNPL reserves its right to award contract to any number of transporters for based on the capability of the transporter to undertake the work. TNPL reserves its right to reject any or all the tenders without assigning any reasons thereof.

The due date for submission of tender is 26/05/2022 before 3 P.M. Late offers will not be accepted. TNPL will not be responsible for postal or any other delay.

Thanking you,

Yours faithfully,
for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED****GENERAL MANAGER (PURCHASE)**

encl: as above

TENDER NO. 222333000048
ANNEXURE - II
COMMERCIAL BID
**TRANSPORTATION OF LIME GRITS / LIME SLUDGE FROM TNPL UNIT-2
AT MONDIPATTI TO TNPL CEMENT PLANT AT KAGITHAPURAM
THROUGH TIPPERS**

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 <u>three years experience</u> in transporting bulk materials during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22. <u>The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years.</u>	YES / NO
02 (b)	Whether the quantity transported by the tenderer is not less than <u>2000 MT in any one month</u> during the past three years, i.e., Financial year 2019-20 / 2020-21 / 2021-22. If yes, <u>should enclose the documentary proof in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS.</u>	YES / NO
03	TIPPER REQUIREMENT (MINIMUM): Whether the tenderer shall have <u>minimum 10 numbers of own/leased Tippers</u> . The tenderer shall enclose photocopies of <u>complete RC particulars (all the pages of RC)</u> and supporting documents for own/leased Tipper, as per format enclosed at <u>Annexure IV</u> . If the Tippers are owned by the partners, photo copy of partnership deed to be produced along with photo copy of RC. In case of leased Tippers lease agreement in ₹20/- non judicial stamp paper should be executed between the Tipper owner and transport tenderer and the <u>lease agreement in original is to be produced</u> . The tenderer shall be in a position to submit the original RC for verification within five days of intimation.	YES / NO
04	Whether the tenderer is in a position to transport minimum quantity of <u>15 MT Lime Gritz per day & 350MT Lime Sludge per day on weekly average basis</u> . Otherwise, their offer is liable for rejection.	YES / NO

DUE ON 26/05/2022
TENDER NO. 222333000048
ANNEXURE - II

05	EARNEST MONEY DEPOSIT: Whether the tenderer has enclosed EMD amount of ₹50,000/- along with the Commercial Bid. (Price Bid of those who fail to enclose DD towards EMD along with the Commercial bid will not be opened).	DD NO :	
		DATE :	
		Name of the Bank:	
06	TENDER FEE: If the tender document is downloaded from our website, Please furnish DD No. / Date for ₹590/- (inclusive of GST @ 18%) towards tender document fee.	Not Applicable / Enclosed	
		DD NO :	
		DATE :	
07	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.222333000048 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO. 222333000048.			
Date:		Name, Address & Signature with Seal	
Place			
Contact Person			
Phone / Mobile No.			



TENDER NO. 222333000048

ANNEXURE – III

PRICE BID

**TRANSPORTATION OF LIME GRITS / LIME SLUDGE FROM TNPL UNIT-2
AT MONDIPATTI TO TNPL CEMENT PLANT AT KAGITHAPURAM
THROUGH TIPPERS**

To

DUE ON 26/05/2022

DGM (PURCHASE),
TNPL, Kagithapuram.

I/We hereby submit our quotation for the following work as per the terms & conditions of
Tender No. **222333000048**.

SL. NO.	DESCRIPTION OF WORK	RATE per MT (₹)
01.	TRANSPORTATION OF LIME GRITS FROM TNPL UNIT-2 AT MONDIPATTI TO TNPL CEMENT PLANT AT KAGITHAPURAM THROUGH TIPPERS	
QUANTITY COMMITMENT PER DAY		_____ MT
02.	TRANSPORTATION OF LIME SLUDGE FROM TNPL UNIT-2 AT MONDIPATTI TO TNPL CEMENT PLANT AT KAGITHAPURAM THROUGH TIPPERS	
QUANTITY COMMITMENT PER DAY		_____ MT
<u>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 price evaluation for Sl.No.1 & 2 shall be done overall basis.</u>		
I/We have read/understood all General/Special terms and conditions of TNPL Tender and agree to abide by all of them.		
Date:		Name, Address & Signature with Seal
Place		
Contact Person		
Phone / Mobile No.		



Tamil Nadu Newsprint and Papers Limited

TENDER NO. 222333000048

ANNEXURE – IV

TIPPERS DETAILS

**TRANSPORTATION OF LIME GRITS / LIME SLUDGE FROM TNPL UNIT-2 AT MONDIPATTI TO TNPL CEMENT PLANT
AT KAGITHAPURAM THROUGH TIPPERS**

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								

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

TENDER.NO. 222333000048**ANNEXURE – I****GENERAL TERMS AND CONDITIONS****TRANSPORTATION OF LIME GRITS / LIME SLUDGE FROM TNPL UNIT-2
AT MONDIPATTI TO TNPL CEMENT PLANT AT KAGITHAPURAM
THROUGH TIPPERS.****01. SCOPE OF WORK:**

The detailed scope of work shall be as follows.

- a) Transportation of Lime Grits / Lime Sludge from TNPL Unit-2 at Mondipatti to TNPL Cement Plant at Kagithapuram through tippers only. Placement of requisite number of Tipper should be arranged by the contractor as instructed by TNPL Cement Official with a minimum notice of 24 hours.
- b) Loading of Lime Grits / Lime Sludge into Tipper shall be done by TNPL. After loading, the material shall be covered with good tarpaulin and it is responsibility of the transporter to avoid any damage/loss of material during transit. If any loss due to damage/ shortage & non deliveries will be recovered from your bill.
- c) Lime Grits / Lime Sludge is to be unloaded at TNPL Cement Plant, Kagithapuram from the Tipper by the successful tenderer.
- d) The tenderer should ensure that the body, platform and doors of the tippers are in good condition. The tippers will be inspected periodically by the Engineer-in-charge for the above and defects, if any, noticed, shall be rectified immediately by the tenderer. During the time of repair, alternative tippers have to be mobilized by the tenderer.
- e) The successful tenderer shall make necessary arrangement by way of manpower if necessary, tools and tackles for the loading / unloading operation.
- f) The above work shall be carried out on round the clock basis by using required tippers.
- g) Any damage caused to the equipment of TNPL due to negligence on the part of tenderer's workmen or vehicles shall be repaired / replaced and cost incurred shall be debited to the tenderer's account as per the procedures being followed at TNPL.
- h) After loading the tipper, material sticks to tyres & other body should be cleared and to be covered with tarpaulin.
- i) The successful tenderer should coordinate with the respective officials for speedy clearance.
- j) Loading and Unloading will be carried out round the clock covering 24 hours in a day.

NOTE: Any incidental charges will be borne by the contractor at the loading/ unloading point and enroute.

02. CONDITIONS TO TENDER:

- (a) Tender received without EMD is liable for rejection.
- (b) Minimum Quantity Commitment:
Lime Grits : Minimum 15 MT per day at 40% moisture to be lifted without fail regularly.
Lime Sludge : Minimum 350 MT per day at 30% moisture (to be lifted as & when required)
Otherwise, their offer is liable for rejection.

03. RATE:

- i) **The rate shall be quoted on per MT basis and the tenderer can operate only Tipper. (Trailer Tippler should not be used)**
- ii) **RTO REGULATIONS:** It is the responsibility of the transport contractor 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 Lorry Owners Association and any other statutory regulations. **Therefore while quoting the offer, the tenderers are requested to take care of the above restrictions on load limitation**

04. QUANTITY:

The quantity indicated above is only approximate. TNPL does not guarantee for the quantum of work involved and the quantity may vary on either side. The quantity to be transported may vary from month to month.

05. LOADING & UNLOADING:

Loading shall be done by the TNPL and Unloading will be done by the transporter at TNPL Cement plant, Kagithapuram on round the clock basis.

TENDER NO: 222333000048**[2]****06. PERFORMANCE:**

- (a) The transporter shall transport the quantity allotted for the month. 10% of the bill value shall be withheld by TNPL. The transporter's performance will be reviewed during succeeding month. In case the transporter transports 100% of the allotted quantity for that month, 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 work, the performance of the transporter will be reviewed. The transporter should transport minimum 100% of the quantity allotted to them under the purchase order. It may further be noted that any shortfall in a particular month will not be carried forward to the succeeding month and the transporter will have no right to ask for additional quantity for attaining the shortfall of preceding month. In case the transporter do not reach the performance level of 100% of the quantity allotted, their performance will be treated as unsatisfactory and the retention money retained, Security Deposit shall be forfeited. The above performance level shall not be applicable in case of :
1. Non availability of required quantity of Lime Grits / Lime Sludge at TNPL for more than one day;
 2. Force Majeure condition such as Industrial Disputes, General Strike, other strike, Lockouts, wars, invasion, hostilities, riots, earthquakes, storms, floods, legislation or any other government action.
 3. Any restriction or suspension of movement imposed by TNPL.
- (b) In case the transporter fails to transport 100% of the allotted quantity within the specified time, TNPL reserves its right to cancel the work order and engage any other transporter at their risk and cost. Any additional expenditure incurred due to such action, the same will be to the account of the transporter in addition to forfeiture of Security Deposit and Retention Money and TNPL will take any other appropriate action as deemed fit.

07. VALIDITY:

The rate quoted against the tender should be valid for acceptance for 90 days from the date of opening of Commercial 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.

08. The transporter shall arrange for necessary entry permission to the location point for his vehicle and crew at his own cost. All transport documentation shall be arranged by the transporter. These documents shall be thoroughly verified by him to avoid any problem at the check posts en route.

09. The timings of loading at the loading point as per the rules prevailing there shall be adhered to.

10. The transportation of material shall be at the risk of the transporter and he shall not be eligible for any detention charges either at the loading point or at our site.

11. The Drivers employed by the transporter shall possess valid driving license and TNPL reserves the right to check these papers and insurance papers as and when required. TNPL shall in no way be responsible for violation of transport regulations by you and your crew. In the event of complaint, violating the traffic rules, TNPL at its discretion may cancel the contract without prejudice for public interest.

12. Co-ordination with the Officials for collection and transportation of Lime Grits / Lime Sludge or any other matter regarding this contract shall be the responsibility of the contractor.

13. The transit time shall be closely monitored by the transporter. Generally no transshipment shall be allowed. However, in case of transshipment from Tipper to Tipper due to accidents or break down, the same shall be carried out with prior approval of TNPL.

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14. The transporter shall ensure not to cause public nuisance by spillage on public roads, damage of trees, telephone/electric cables etc. TNPL shall be absolved of any responsibilities on complaints from public or any other authorities in this regard.

15. The weighment of each consignment shall be carried out at TNPL Unit-2 & TNPL Cement plant Weigh Bridge and decision of TNPL authorities shall be final and binding on the transporter.

16. WEIGHT VARIATION:

Weight Variation upto 0.5% shall be permissible on Tipper to Tipper basis to take care of inaccuracies between weigh bridges. In case of variation over and above 0.5%, the actual material cost plus 10% towards administrative expenses will be recovered from the transporter. If the weight variation exceeds more than 0.5% repeatedly, Lab analysis will be conducted and necessary action will be taken against the transporter.

17. TERMS OF PAYMENT:

a) 90% Payment will be made for actual quantity of Lime Grits / Lime Sludge transported along with acknowledged copies of GC/LR/CN within fifteen days from the date of receipt of bills complete in all respects at TNPL and balance 10% will be retained towards retention money which will be released subject to satisfactory performance of the work as detailed in clause no.6 of this tender. You 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 you and TNPL.

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 your account. TNPL shall provide the required deduction certificates.

c) You should submit your bills for the job carried out 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 booking
- iv) Originating station and destination along with particulars of weight actually recorded at TNPL Unit-2 and TNPL Cement Plant weighbridge
- v) Lorry receipt/consignment note duly certified by authorized representatives of TNPL Unit-2 /TNPL Cement Plant 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 you 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, the Duplicate GC should be obtained within 20 days. Thereafter TNPL will not be responsible for non production of GC/non settlement of payment. Indemnity bond in Non Judicial Stamp Paper for the value of ₹80/-for each G.C shall be executed in the prescribed format issued by our transport section.

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

d) You 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 G.Cs after getting duplicate acknowledgement within 30 days of GC date. Otherwise, such supplementary bills are liable for rejection/non-payment by TNPL.

18. TDS as per Income Tax Act will be deducted from your bill. Necessary TDS certificate shall be issued by TNPL.

TENDER NO: 222333000048**[4]****19. EARNEST MONEY DEPOSIT:**

The bidder shall remit an amount of ₹50,000/- towards Earnest Money Deposit (EMD) by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at Karur along with the tender. The EMD amount of successful bidder shall be converted into Security Deposit which shall not bear any interest and the same will be returned after satisfactory completion of the contract. The EMD amount shall be forfeited and suitable penal action will be taken, if the Tenderer after submitting his tender, withdraw from his offer or modifies the rates and terms & conditions thereof or fails to enter into agreement and take up the work within the stipulated period of award of contract.

20. REJECTION/ACCEPTANCE OF TENDER:

TNPL will not assign any reason for rejection of tender. The acceptance of tender rests with TNPL which does not bind itself to accept and TNPL reserve the right to reject any or all tenders or to split up the quantum of work to more number of contractors.

21. If at any time, after the commencement of the work, TNPL does not require the whole work or part of the work to be carried out for any reason whatsoever, TNPL shall give a notice in writing of the fact to the transporter who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full.

22. CANCELLATION:

In the event of cancellation of contract due to failure of the transporter to comply with the terms of the contract, the retention money, Security Deposit shall be forfeited by TNPL without prejudice. TNPL also reserves the right to claim compensation for the losses incurred, if any.

23. The Transporter shall adhere to all the safety and Security regulations at TNPL (Unit-2 & Cement plant) premises without any exceptions. All safety precautions with respect to movement of vehicle within TNPL premises shall be strictly adhered to.

24. TENDERS LIABLE FOR REJECTION:

The following tenders are liable for rejection summarily:

- Tenders submitted by bidders who resort to canvassing.
- Tenders which do not fulfill all or any of the conditions laid down in the tender document.
- Tender which contained uncalled remarks
- Tender received after due date and time
- Tender received without EMD.

25. The rates quoted shall be inclusive of taxes and duties and free from escalation except for diesel price compensation clause as detailed below. Otherwise, the rates shall be firm and valid till completion of the contract. The taxes if any shall be clearly indicated in the quotation. Otherwise, it will not be considered during the currency of work order.

26. 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 = $\frac{\text{Distance}}{4 \text{ KM}} \times \frac{(\text{Revised Rate} - \text{Present rate})}{16 \text{ MT}}$

- | | |
|--------------|--|
| Distance | – Distance between TNPL Unit-2, Mondipatti and TNPL Cement Plant, Kagithapuram will be considered as 95 KM |
| Revised Rate | – Revised Rate of Diesel prevailing at Karur |
| Present Rate | – Present Rate of Diesel prevailing at Karur on the due date of the tender (i.e., 26/05/2022) |
| 16 MT | – Quantity loaded per Trip |
| 4 KM | – The distance travelled by the truck consuming per litre of Diesel. |

TENDER NO: 222333000048**[5]**

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

27. GOODS & SERVICE TAX:

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

28. 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.

29. 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.

30. 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.

31. The transporter shall strictly adhere to statutory provisions advised by the TNPL authorities while loading Lime Grits / Lime Sludge.

32. TRANSPORTER LIABLE FOR DAMAGE DONE:

If the transporter or his employee shall break, deface injure or destroy any part of a building premises in which they may be working 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 the same good at his own expense and in default, TNPL may do the work by 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 thereafter become due to contractor, or from his security deposit or any other deposit.

33. INSURANCE FOR WORKMEN EMPLOYED BY THE TRANSPORTER

The transporter should submit Insurance Policy under workmen compensation Act for the staff/workmen engaged for co-ordination work by them for the entire contract period before commencement of work. TNPL is not responsible for any accidents occurred to employees of transporters/any other person engaged in the transporting operations.

a) The Transporter 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 for the staff/workmen engaged for co-ordination work by them for the entire contract period before commencement of work. The Transporter 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 transporter of any of the provisions of the above mentioned enactment.

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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. It is therefore the responsibility of the Transporter to insure his Truck crew and workmen working at the TNPL factory 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 transporter before commencement of work. This policy provides coverage for death due to any accident to the transporters' crew inside the premises upto ₹1,00,000/- and additionally ₹1,00,000/- towards Medical expenses for treatment of injury due to accident inside the mill premises. This is in addition to workmen compensation policy, which is currently being arranged by the transporter.

34. TNPL not responsible for transporter's Employees:

The transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the transporter, for all purposes, whatsoever, and shall not be deemed to be in the employment of TNPL for any purpose, whatsoever. The transporter should abide by all rules and regulations that may be enforced from time to time regarding the employment or working conditions of the employee.

35. If under any circumstances whatsoever, TNPL is held liable or responsible in any manner, whatsoever for the default at omission on the part of the transporter in respect of any manner whatsoever, TNPL shall be reimbursed by the contractor for the same as also any other expenses or cost incurred by TNPL in any proceedings or litigation as a result of any claim, demand or act on the part of the employees of the transporter TNPL shall be entitles to claim damages or compensation from the transporter in that event

36. The transporter is responsible to transport the material in sound condition and deliver to TNPL without any loss or damage and that any loss due to damage/shortage & non deliveries will be recovered from your bill. If any loss or damage occurs in transit, the transporter shall inform TNPL immediately within 12 hours from despatch of material from TNPL, failing which TNPL reserves the right to make good the loss of material from the transporter and if need be resort to legal action depending on the merit of the case.

37. TNPL reserves the right to engage any Additional Transporter, incase the transporter fails to mobilize sufficient number of Tippers and move the material as per our requirement. In such an event any additional expenditure that may be incurred will be recovered from the transporter.

38. In case of any failure on your part, TNPL reserves the right to transport the materials through other sources and the any additional expenditure that may be incurred will be recovered from the transporter.

39. In case the transporter transports 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. or any reasons like, no compensation for extra kilometers will be paid to the transporter.

SIGNATURE OF THE TENDERER
WITH ADDRESS SEAL

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