



 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.232413001015

May 12, 2023

Dear Sirs,

Sub: Fixing Transport Contractor for Transportation of debarked SUBABUL pulpwood from ONGOLE Depot, Andhra Pradesh to TNPL Unit-1, Kagithapuram through Truck

With reference to the above, please find enclosed our following tender document for transportation of debarked SUBABUL pulpwood from ONGOLE Depot, Andhra Pradesh to TNPL Unit-1, Kagithapuram through Truck.

Annexure – I	General Terms and conditions
Annexure – II	E-tendering Terms and conditions
Annexure – III	Terms & Conditions for Reverse Auction and Process Compliance Statement
Annexure – IV	Commercial Bid
Annexure – V	Price Bid 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 29.05.2023 on or before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 30.05.2023.

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

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

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/ TNPL will fix opening price. The minimum bid decrement, 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.

PLEASE NOTE THAT FOLLOWING ARE QUALIFYING CONDITIONS OF THIS TENDER FOR OPENING OF PRICE BID (POINT NO.1 TO 6 below):

LOADABILITY:

Tenderers shall quote their rate per MT basis and can operate 10,12,14 & 16 Wheel Trucks. Considering the nature of material, the loadability of 16,14,12 & 10 wheel trucks will be around 28 MT, 26 MT, 22 MT & 18 MT respectively. TNPL does not guarantee for loadability given and the quantity may vary on either side. However considering the variations in unladen weight of different kinds of trucks and nature of material, Payment will be made for the actual quantity of material transported & received at TNPL Unit-I, Kagithapuram weighbridge weight.

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.

Also 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.**

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01. EXPERIENCE:

The tenderer should have minimum two years experience in transporting bulk materials by Truck not less than 2000 MT in any one month in the past two years, i.e., Financial Year 2021-22 / 2022-23.

- ✓ Documentary proof should be enclosed along with tender document for experience in the form of purchase/work order copies / transport agreements for past TWO FINANCIAL YEARS.
- ✓ Documentary proof should be enclosed for quantity transported should not be less than 2000 MT in any one month in the past two financial years, i.e., 2021-22 / 2022-23 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. QUANTITY COMMITMENT (MINIMUM):

The tenderer shall be in a position to transport **minimum quantity of 60 MT Debarked Subabul Pulpwood** per day on weekly average basis. Those who are not able to commit the above minimum quantity will not be qualified for the price bid opening. The entire tender quantity of 5,000 MT has to be transported within **3 Months** from the date of order.

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

EMD: **EMD of Rs 1,00,000/- (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.

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- The EMD of successful tenderer shall be converted into Security Deposit and the same will be returned after satisfactory completion of order. The Security Deposit shall not bear any interest.

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

05. 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.

06. TERMS OF PAYMENT:

- a) Payment will be made for the actual quantity of material transported & received at TNPL Unit-I, Kagithapuram weighbridge weight. 100% Payment on or before 10 days from date of receipt of invoice through RTGS.
- 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) Applicable GST & APFDC CESS amount if any extra to TNPL account.
- d) 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.

- e) 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.

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The Price Bid of those who fail to furnish the above details will 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	Distance (appx)	Quantity (appx)	EMD Amount to be paid
01	Transportation of debarked SUBABUL pulpwood from ONGOLE Depot, Andhra Pradesh to TNPL Unit-1, Kagithapuram through Truck	675 KM	5000 MT	₹1,00,000/-

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.

Loading at ONGOLE Depot, Andhra Pradesh & Unloading at TNPL, Unit-1, Kagithapuram will be done by TNPL.

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 **three months** 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.

Thanking you,

Yours faithfully,
for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

DGM (PURCHASE)

encl: as above

TENDER NO: 232413001015**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.

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 HELPPDESK:

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

3.0 SYSTEM REQUIREMENT:

- Operating System: Windows 7 or above, RAM – 1GB and above
- Internet connectivity with at least 2 Mbps speed
- Internet browser: IE 9 and above (or) Mozilla Firefox 3.5 up to version 49
- Signing type: Digital Signature (class III)
- 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:

- 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.
- 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.
- 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:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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.
- 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**.
- 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.

TENDER NO:232413001015**[3]****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.

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- 6.12 During the entire e-tender process, the Bidders will remain completely anonymous to 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.

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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.

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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.

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: 232413001015**ANNEXURE – III –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:

- a) 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>
- b) E – reverse auction will be conducted on the specified date and time intimated separately through e-mail
- c) 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.
- d) The detailed procedure for reverse auction shall be as per the clause no.11 of Annexure – II: 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.**

- e) 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.
- f) 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.

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.



MM/SP/TENDER: 232413001015

EVENT INFORMATION

Extension Rule:

- There would be system generated Auto Extensions of 10 minutes each, if there is a bid placed by any participating supplier(s) in the last 5 minutes.
- Extension of 10 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 15.10 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.



MM/SP/TENDER: 232413001015

PROCESS COMPLIANCE STATEMENT

Bid Event to be held for Transportation of debarked SUBABUL pulpwood from ONGOLE Depot, Andhra Pradesh to TNPL Unit-1, Kagithapuram through Truck	TNPL TENDER No	232413001015 Dt.12.05.2023
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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.

- (a) We will not divulge either our bids or those of other Vendors to any other external party.
- (b) We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
- (c) Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- (d) Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- (e) Our participation in a bid event is by invitation from TNPL.
- (f) 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.
- (g) Bids once made cannot be withdrawn or modified under any circumstances.
- (h) TNPL can decide to extend, reschedule or cancel the auction.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.

(m) 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

DUE ON 29/05/2023

TRANSPORTATION OF DEBARKED SUBABUL PULPWOOD FROM ONGOLE DEPOT, ANDHRA PRADESH TO TNPL UNIT-1, KAGITHAPURAM THROUGH TRUCK

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 two years experience in transporting bulk materials by truck in the past two financial years, i.e., 2021-22 / 2022-23. <u>The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / Invoice Copy (relevant documents to be uploaded in e-procurement portal)</u>	YES / NO
02 (b)	Whether the quantity transported by the tenderer is not less than <u>2000 MT in any one month</u> in the past two financial years, i.e., 2021-22 / 2022-23. 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. (relevant documents to be uploaded in e-procurement portal)</u>	YES / NO
03	Whether the tenderer is in a position to transport minimum quantity of <u>60 MT Debarked Subabul Pulpwood per day</u> on weekly average basis. Otherwise, their offer is liable for rejection and The entire tender quantity of <u>5,000 MT Subabul Pulpwood</u> has to be transported within 3 Months from the date of order.	YES / NO

COMMERCIAL BID

04	EARNEST MONEY DEPOSIT: Whether the tenderer has sent EMD amount of ₹1,00,000/- through RTGS. (Price Bid of those who fail to submit EMD along with the Commercial bid will not be opened).	UTR NUMBER :	
		Date	
		Bank	
05	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	
		Bank	
06	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	
<p>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).</p> <p>I / We hereby declare that all the terms and conditions of the TENDER NO.232413001015 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO.232413001015.</p>			
Date:		Name, Address & Signature with Seal	
Place			
Contact Person			
Phone / Mobile No.			

* * * * *

TENDER NO.232413001015

ANNEXURE – V

PRICE BID**TRANSPORTATION OF DEBARKED SUBABUL PULPWOOD FROM ONGOLE DEPOT,
ANDHRA PRADESH TO TNPL UNIT-1, KAGITHAPURAM THROUGH TRUCK****DUE ON: 29/05/2023**

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 debarked SUBABUL pulpwood from ONGOLE Depot, Andhra Pradesh to TNPL Unit-1, Kagithapuram through Truck IN RATE PER MT (₹).
2. Minimum Quantity of Debarked Subabul Pulpwood that can be transported per day in MT.

Note: All Inclusive rate for RATE PER MT (Rs.) (BOQ) to be filled, validated and uploaded in NIC.

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.**

TENDER.NO.232413001015

ANNEXURE – I

GENERAL TERMS AND CONDITIONS**TRANSPORTATION OF DEBARKED SUBABUL PULPWOOD FROM ONGOLE DEPOT, ANDHRA PRADESH TO TNPL UNIT-1, KAGITHAPURAM THROUGH TRUCK****01. SCOPE OF WORK:**

The detailed scope of work shall be as follows.

- a) Transportation of debarked SUBABUL pulpwood from ONGOLE Depot (TNPL Authorized) Weighbridge, Andhra Pradesh to TNPL Unit-1, Kagithapuram. Placement of requisite number of Truck should be arranged by the contractor as instructed by TNPL Official with a minimum notice of 24 hours.
- b) The required trucks should be placed at Depot (TNPL Authorized) Weighbridge, Andhra Pradesh on day-to day basis.
- c) Loading of debarked SUBABUL pulpwood at ONGOLE Depot (TNPL Authorized) Weighbridge, Andhra Pradesh & Unloading at TNPL Unit-1, Kagithapuram will be arranged 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.
- d) The tenderer should ensure that the body, platform and doors of the trucks are in good condition. The trucks 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 trucks have to be mobilized by the tenderer.
- e) Before moving the trucks/tippers out of the loading / collection point, material sticking to tyres must be cleaned by scraping / water washing.
- f) The above work shall be carried out on round the clock basis by using required trucks.
- g) Any damage caused to the equipment of TNPL & ONGOLE Depot (TNPL Authorized) Weighbridge 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) Vehicle IN / OUT movement and other procedures being followed at ONGOLE Depot, Andhra Pradesh should be followed strictly without any deviation.
- i) The successful tenderer should coordinate with the respective officials for speedy clearance.

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

02. CONDITIONS TO TENDER:

- (a) Tender received without EMD is liable for rejection.
- (b) **Minimum Quantity Commitment: The Tenderer should be capable of transporting a minimum quantity of 60 MT Debarked Subabul Pulpwood per day on weekly average basis.**
- (c) The entire tender quantity of 5,000 MT has to be transported within **3 Months** from the date of order.

03. RATE:

- i) **The rate shall be quoted on per MT basis.**

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 mentioned 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.

TENDER NO: 232413001015**[2]****05. LOADING & UNLOADING:**

Loading at ONGOLE Depot, Andhra Pradesh and Unloading at TNPL Unit-1, Kagithapuram will be arranged by TNPL.

06. PERFORMANCE:

(n) 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 Debarked Subabul Pulpwood at Andhra Pradesh 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.

(o) 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 your 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 enroute.

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 loading and transportation of Debarked Subabul Pulpwood 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 Truck to Truck due to accidents or break down, the same shall be carried out with prior approval of TNPL.

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 loading point and TNPL factory Weigh Bridge and decision of TNPL authorities shall be final and binding on the transporter.

TENDER NO: 232413001015**[3]****16. WEIGHT VARIATION:**

Weight Variation upto 0.5% shall be permissible on Truck to Truck / 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) Payment will be made for the actual quantity of material transported & received at TNPL Unit-I, Kagithapuram weighbridge weight. 100% Payment on or before 10 days from date of receipt of invoice through RTGS.

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 ONGOLE Depot (TNPL Authorized) Weighbridge, Andhra Pradesh and TNPL Unit-1 Weighbridge.
- v) Lorry receipt/consignment note duly certified by authorised representatives of ONGOLE Depot (TNPL Authorized) Weighbridge, Andhra Pradesh and TNPL Unit-1 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.

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

EMD: EMD of Rs 1,00,000/- (Rupees One Lakhs) should be submitted along with the Technical cum Commercial Bid through RTGS/NEFT mode.

TENDER NO: 232413001015**[4]**

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.

- 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.
- Offers received without EMD are liable for rejection.
- The EMD of successful tenderer shall be converted into Security Deposit and the same will be returned after satisfactory completion of order. The Security Deposit shall not bear any interest.

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

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 and 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 the loading (Ongole Depot, Andhra Pradesh) premises and at our site premises without any exceptions. All safety precautions with respect to movement of vehicle at the loading point and our TNPL factory 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 without EMD.

Contd..5

TENDER NO: 232413001015**[5]**

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 = **For every 5% increase or decrease in diesel price, the transport charges will be increased / decreased by 1%.**

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 and APFDC CESS (if any) will be extra at actuals to TNPL Account and the same will be paid directly by TNPL to the authorities concerned. The contractor should submit the 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 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. 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.

Contd..6

TENDER NO: 232413001015**[6]****32. 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.

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.

33. 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.

34. 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

35. The transporter is responsible to transport the material in sound condition and deliver to TNPL without any loss or damage. If any loss or damage occurs in transit, the transporter shall inform TNPL immediately within 24 hours from despatch of material from the mines, 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.

36. TNPL reserves the right to engage any Additional Transporter, incase the transporter fails to mobilize sufficient number of Truck/Tipper 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.

37. 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.

38. 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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