

 <b>ICSI</b> NATIONAL AWARD FOR EXCELLENCE IN CORPORATE GOVERNANCE			<b>Tamil Nadu Newsprint and Papers Limited</b> Kagithapuram, Karur Dist. 639136, Tamil Nadu	
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Corporate Identify No.L22121TN1979PLC007799				

**TENDER NO.232413006872**

**March 18, 2024**

Dear Sirs,

**Sub: Transportation of Imported Wood Chips from Karaikal Port to TNPL Unit-1 at Kagithapuram & TNPL Unit-2 at Mondipatti.**

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

Anneuxre - I	General Terms & Conditions
Annexure – II	E-tendering Terms and conditions
Anneuxre - III	Terms & Conditions for Reverse Auction and Process Compliance Statement
Anneuxre – IV	Commercial Bid
Anneuxre - V	Price Bid (BoQ Sheet is to be filled in the e-portal)
Annexure - VI	Truck / Tipper Details

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 01.04.2024 on or before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 02.04.2024.**

#### **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.

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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 Lowest price obtained in the price bid (or) the rate proposed by TNPL will be fixed as opening price for reverse auction (e-auction). 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 THE QUALIFYING CONDITIONS OF THIS TENDER FOR OPENING OF PRICE BID (POINT NO.1 TO 8 below):**

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

**LOADABILITY:**

The Tenderers shall quote their rate per MT basis and can operate Single axle normal Trucks, Double rear axle Trucks or Multi rear axle Trucks / Tippers.

**Basic density of wood chips would be about 0.6 MT/M<sup>3</sup>. So due to the voluminous nature of material, the Imported wood chips may be loaded in each truck with side cladding (or) using side poles with tarpaulin to attain the maximum loading capacity of trucks.**

However, it is upto the individual tenderers to assess the loadability and offer their rate accordingly in the tender.

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.

**01. EXPERIENCE:**

The tenderer should have minimum three years experience in transporting bulk materials not less than 10,000 MT in any one of the calendar years i.e., 2020-21, 2021-22, 2022-23.

- ✓ Documentary proof should be enclosed along with tender document for experience in the form of work order copies / transport agreements for THREE YEARS.
- ✓ Documentary proof should be enclosed for quantity transported should not be less than 10,000 MT in any of the Financial year, i.e., 2020-21, 2021-22, 2022-23 in the form of G.C.copies / invoice copies (or) payment details through RTGS / original performance certificates from the customers.

Tenders received without year wise documentary proof for experience for three years and the quantity transported for 10,000 MT as above will not considered for price bid stage.

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

**03. TRUCK REQUIREMENT (MINIMUM)**

The tenderer should have **minimum 25 own/leased trucks / tippers**. The tenderer shall enclose photo copies of **complete RC particulars (all the pages of RC)** and supporting documents for own/leased truck / tipper and summary sheet to be furnished as per format enclosed at **Annexure VI**. If the trucks are owned by the partners, photocopy of partnership deed to be produced along with photocopy of RC. In case of leased trucks lease agreement in ₹20/- non judicial stamp paper should be executed between the truck owner and transport contractor and the **lease agreement in original** to be produced. The contractor shall be in a position to submit the original RC for verification within five days of intimation.

**04. QUANTITY COMMITMENT (MINIMUM)**

The tenderer shall be in a position to transport minimum quantity of **350 MT of Imported Wood Chips per day for TNPL Unit-1 / 350 MT of Imported Wood Chips per day for TNPL Unit-2** on weekly average basis. In case tenderer participating for both Units (Unit-1 & Unit-2), tenderer should be in a position to transport 350 MT per day to each Unit. Otherwise, their offer is liable for rejection. The total quantity of material to be transported shall be 1000 MT per day for both Units (Unit-1 & Unit-2).

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

**EMD:** **EMD of Rs.2,00,000/- (RupeesTwo 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

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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.

- i. 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.**

**06. ADDITIONAL SECURITY DEPOSIT (ASD):**

In addition to the Earnest Money Deposit, which will be converted into Security Deposit, the successful bidder shall pay an **Additional Security Deposit of ₹1,00,000/-** within a week of award of contract by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at Karur. Otherwise the same will be deducted from the first set of bills. The additional Security Deposit will not bear any interest and the same will be returned to the contractor only on satisfactory completion of the contract.

**07.** Transporters who had worked for TNPL and whose performance was bad/unsatisfactory/blacklisted within 3 years will not be considered.

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

The details of requirement are as follows:

Sl. No.	Scope of work / Location	Approx distance	Appx. Quantity	EMD (₹)	ASD (₹)
01.	Transportation of Imported Wood Chips from Karaikal Port to TNPL Unit-1 at Kagithapuram.	Karaikal to TNPL Unit-1 at Kagithapuram – 245 KM	60,000 MT	2,00,000/-	1,00,000/-
02.	Transportation of Imported Wood Chips from Karaikal Port to TNPL Unit-2 at Mondipatti.	Karaikal to TNPL Unit-2 at Mondipatti - 195 KM	60,000 MT		

**E-WAYBILL: The successful tenderer should prepare e-waybill as per the Govt. notification as per the details provided by TNPL.**

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

Compensation towards diesel price revision during the contract period will be as per the formula given clause no.22 of General terms and conditions.



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**08.VALIDITY OF OFFER:**

The rates quoted against the tender should be valid for acceptance for 90 days from the date of opening of price bid and during the validity period of the offer, the bidder is not permitted to make any upward revision in the rate or withdraw his offer. In case of withdrawal of offer or upward revision of rate as stated above, the EMD amount will be forfeited. The rate finalized against this tender will be valid for a period of One Year from the date of award of contract/LOI.

The rate contract shall be valid a period of One Year from the date of purchase order.

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

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

Thanking you,

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

**D G M (PURCHASE)**

encl: as above.

**GENERAL TERMS AND CONDITIONS****TRANSPORTATION OF IMPORTED WOOD CHIPS  
FROM KARAİKAL PORT TO TNPL UNIT-1 AT KAGITHAPRAM AND TNPL UNIT-2 AT  
MONDIPATTI****01. SCOPE OF WORK:**

The detailed scope of work shall be as follows.

- a) Transportation of Imported Wood Chips from Karaikal Port to TNPL Unit-1, Kagithapuram through truck without unloading charges. Placement of requisite number of Truck should be arranged by the tenderer as instructed by TNPL Official with a minimum notice of 24 hours.
- b) Loading of Imported Wood chips on to the Truck is the responsibility of Karaikal Port. 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.
- c) **Unloading of Imported Wood Chips will be done by TNPL at Unit-1 & TNPL Unit-2.**
- d) The successful tenderer shall make necessary arrangement by way of manpower if necessary, tools and tackles for the loading / unloading operation.
- e) The above work shall be carried out on round the clock basis by using required trucks.
- f) Any damage caused to the equipment of TNPL & Karaikal Port 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 & Karaikal Port.
- g) The successful tenderer should coordinate with the respective officials for speedy clearance.
- h) Loading and Unloading will be carried out round the clock covering 24 hours in a day.

**02. CONDITIONS TO TENDER:**

- (a) Tender received without EMD & Tender Fee is liable for rejection.
- (b) Details of relevant previous experience in the past three years with supporting documents.
- (c) Minimum Quantity Commitment: The Tenderer should be capable of transporting a minimum quantity of 350 MT per day for Unit-1/ 350 MT per day for Unit-2. In case tenderer participating for both Units (Unit-1 & Unit-2), tenderer should be in a position to transport 350 MT per day to each Unit. Otherwise, their offer is liable for rejection. The total quantity of material to be transported shall be 1000 MT per day for both Units (Unit-1 & Unit-2).

**03. CONDITIONS TO VEHICLES:**

- a) While placing the trucks, the tenderer shall ensure that the trucks are free from any foreign materials like, coal, sand, iron pieces, nails, blue metal jelly, etc. Each truck will be inspected and cleared by our Officer-in-charge before loading.
- b) The tenderer should ensure that the body, platform and doors of the trucks are in clean and good condition. The trucks will be inspected periodically by the Officer-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.
- c) Before enter the trucks at the loading / collection point, any material sticking to tyres must be cleaned by scraping / water washing.

**04. RATE:**

i) **The rates quoted by the tenderers shall be on tonnage basis and not on load basis by Truck without unloading charges.**

ii) The bidders shall quote their rate in MT as per the details in BOQ.

iii) **LOADABILITY:**

**The Tenderers shall quote their rate per MT basis and can operate Single axle normal Trucks, Double rear axle Trucks or Multi rear axle Trucks / Tipper.**

**Basic density of wood chips would be about 0.6 MT/M<sup>3</sup>. So due to the voluminous nature of material, the wood chips may be loaded in each truck with side cladding (or) using side poles with tarpaulin to attain the maximum loading capacity of trucks.**

However, it is upto the individual tenderers to assess the loadability and offer their rate accordingly in the tender.

iv) **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**

**E-WAYBILL: The successful tenderer should prepare e-waybill as per the Govt.notification as per the details provided by TNPL.**

Therefore while quoting the offer, the tenderers are requested to take care of the above factors.

**05. QUANTITY:**

60,000 MT to be transported to TNPL Unit-1 at Kagithapuram (Near Karur)

60,000 MT to be transported to TNPL Unit-2 at Mondipatti (Near Manaparai)

However the quantity may vary depending upon the requirement by TNPL.

**06. LOADING & UNLOADING:**

**Loading shall be done by Karaikal Port authorities and Unloading shall be done by TNPL Unit-1 & TNPL Unit-2.**

**07. 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

- i. Non availability of required quantity of Imported Wood Chips at Karaikal Port for more than one day.
- ii. 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.
- iii. Any restriction or suspension of movement imposed by Karaikal Port / 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 purchase 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.

**08. VALIDITY:**

The rate quoted against the tender should be valid for acceptance for 90 days from the date of opening of Price Bid and during the validity period of the offer, the bidder is not permitted to make any upward revision in the rate or withdraw his offer. **The rate finalized against this tender will be valid for a period of One Year from the date of award of contract/LOI. 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.**

**09.** The transporter shall arrange for necessary entry permission into Karaikal Port premises for his vehicle and crew at his own cost.

**10.** 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.

**11.** The timings of loading at Karaikal Port premises as per the rules prevailing at Karaikal Port shall be adhered to.

**12.** The transportation of material shall be at his risk and he shall not be eligible for any detention charges either at Karaikal Port or at TNPL Unit-1 or TNPL Unit-2.

**13.** 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.

**14.** Co-ordination with Karaikal Port for collection, loading and transportation of Imported Wood Chips or any other matter regarding this contract shall be the responsibility of the contractor.

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

**16.** The transporter shall ensure not to cause public nuisance by spillages 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.

**17.** The weighing of each consignment shall be carried out at respective Units (TNPL Unit-1 & TNPL Unit-2) factory weighbridges and this weight will be the basis for making payment. The decision of TNPL authorities shall be final and binding on the transporter.

**18. WEIGHT VARIATION:**

Weight Variation upto 1% 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 1%, the actual material cost plus 10% towards administrative expenses will be recovered from the transporter. If the weight variation exceeds more than 1% repeatedly, Lab analysis will be conducted and necessary action will be taken against the transporter.

**19.** The movement of Imported Wood Chips from Karaikal Port premises shall be commenced immediately on intimation from TNPL Unit-1, Kagithapuram.

**20. PAYMENT TERMS:**

a) Payment will be made only for the actual quantity of Imported Wood Chips transported subject to maximum of actual loading capacity / passing weight mentioned in the certificate of registration.

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 7 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 Karaikal Port and TNPL Unit-2 or TNPL Unit-1 weighbridges
- v) Lorry receipt/consignment note duly certified by authorized representatives of TNPL Unit-2/Unit-1 to the effect that the consignment has been safely delivered.



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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.

e) 90% Payment will be effected after scrutiny within seven 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.

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

**22. 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%.

Note: If the diesel price revised beyond 5% after opening of price bid/negotiation, the rates will be considered as per the revised diesel price applicable at the time of awarding work order.

**23. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE:**

**EMD:** EMD of Rs.2,00,000/- (Rupees Two 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

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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.

- i. 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.
- ii. Offers received without EMD are liable for rejection.
- iii. 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.**

**24. ADDITIONAL SECURITY DEPOSIT:**

In addition to the Earnest Money Deposit, which will be converted into Security Deposit, the successful bidder shall pay an **Additional Security Deposit of ₹1,00,000/-** within a week of award of contract by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at Karur. Otherwise the same will be deducted from the first set of bills. The additional Security Deposit will not bear any interest and the same will be returned to the contractor only on satisfactory completion of the contract.

**25. 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 or to accept the work in part and not in its entirety if considered expedient, by TNPL with absolute discretion without assigning any reason or giving any explanation therefore.

**26. SPLITTING OF ORDER:**

Since the quantity involved is huge, TNPL will engage more number of transporters by splitting the order at its discretion according to capability and quantity commitment of the transporter.

**27.** 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.

**28. CANCELLATION:**

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

**29.** The Transporter shall adhere to all the safety and Security regulations at Karaikal Port premises and at our TNPL Unit-1 / Unit-2 premises without any exceptions.

**30. a)** All safety precautions with respect to movement of vehicle within the Karaikal Port and our TNPL Unit-1 & Unit-2 premises shall be strictly adhered to.

b) All the truck drivers should use "Fall Arrestor and Safety Belt" while covering / removing the Tarpaulin at unloading point of Unit-1 & Unit-2. In case at any time if the truck drivers are not using the Fall Arrestor and safety belt while covering / removing the tarpaulin, TNPL reserves the right to impose appropriate penalty of Rs.1,000/- per occurrence per transporter. If the same transporter's truck is found next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e.,increase of Rs.1000/- per occurrence per transporter. After 3<sup>rd</sup> occurrence, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using Fall Arrestor and Safety Belt.

**31.** All the workmen employed by the transporter shall be covered under insurance and TNPL shall not be responsible for any eventuality to their workmen.

**32. 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.

**33.** The rates quoted shall be inclusive of taxes and duties **and free from escalation**. Otherwise, the rates shall be firm and valid till completion of the contract. The taxes if any shall be clearly indicated in the price bid. Otherwise, it will not be considered during the currency of purchase order.

**34. GOODS & SERVICE TAX:**

GST will be extra at actuals as per the Govt. norms at the time of execution of work. Also the contractor should submit their bills in triplicate along with acknowledged GC copies in duplicate.

**35. GOVERNING LAW AND COURTS**

All actions at law or suits arising out of or in connection with our order or the subject matter thereof and whether as to construe or otherwise to be instituted in a court of competent jurisdiction in Chennai.

**36.** 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.

**37.** 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, Port 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.

**38.** The loading place of imported Wood Chips is considered as part of Port and hence all statutory provisions as applicable to all your workers. The tenderer shall strictly adhere to statutory provisions advised by Karaikal Port authorities in this regard.

**39. 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.

**40. 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 loading and 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/or loading men inside the premises upto Rs.1,00,000/- and additionally Rs.1,00,000/- towards Medical expenses for treatment of injury due to accident inside the mill premises. This is in addition to workmen compensation policy, which is currently being arranged by the transporter.

**41. 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.

**42.** 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 entitled to claim damages or compensation from the transporter in that event.

**43.** 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 12 hours from despatch of material from Karaikal Port 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.

**44.** TNPL reserves the right to engage any Additional Transporter in case the transporter fails to mobilise sufficient number of trucks 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.

**45.** In case of any failure on your part, TNPL reserves the right to transport the materials by Railway Wagons and the any additional expenditure that may be incurred will be recovered from the transporter.

**46.** 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 kilo metres will be paid to the transporter.

**47.** Any damages or losses that may be suffered or incurred by TNPL on account of non-fulfillment of any or all of your obligations under the purchase order shall be realized from you in full without prejudice to our other rights/remedies. TNPL decision in respect of the nature as well as quantum of such damages, losses, charges, costs or expenses shall be final and binding on you.

**48.** TNPL is not liable for any injury or accident which may cause to the operating crew and unloading labourers within the premises of TNPL Unit-1 & Unit-2.

**SIGNATURE OF THE TENDERER WITH ADDRESS SEAL**

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**TENDER NO: 232413006872****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 HELPDESK:**

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

**3.0 SYSTEM REQUIREMENT:**

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

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

**4.0 SEARCHING FOR TENDER DOCUMENT:**

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

**5.0 PREPARATION OF BIDS:**

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

**6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:**

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

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

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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.

Contd....5



**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 Lowest price obtained in the price bid (or) the rate proposed by TNPL will be fixed as opening price for reverse auction (e-auction). 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 5 (five) 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>.

**11.8 Ensure login in NIC portal with correct Digital Signature Certificate (DSC) before the auction start time. Ensure system compatibility for hassle free login / participate in the bidding.**

**11.9 Please refresh the auction screen for every 20 minutes to avoid “ SESSION OUT ”error (or) you have to login again for participation.**

**11.10 In case of any issues during auction time, screenshot is mandatory to take appropriate action, if required.**

## **11 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

## **12 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.

- 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.

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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>

13 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.

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**TENDER NO: 232413006872****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	<a href="mailto:shanmugakumar.s@tnpl.co.in">shanmugakumar.s@tnpl.co.in</a>		

**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 price obtained in the price bid (or) the rate proposed by TNPL will be fixed as opening price for reverse auction (e-auction).
- Bidders can bid lower than the Opening Price.

**Bid Decrement:**

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

**Bid event format:**

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

**Quantity/Specifications/Terms and Conditions:**

Please refer the Annexure - I for the above details.

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



**MM/SP/TENDER: 232413006872**

**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:**

- (a) 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.
- (b) 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.

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MM/SP/TENDER: 232413006872

PROCESS COMPLIANCE STATEMENT

Bid Event to be held for Transportation of Imported Wood Chips from Karaikal Port to TNPL Unit-1 at Kagithapuram & TNPL Unit-2 at Mondipatti.	<b>TNPL TENDER No</b>	<b>232413006872 Dt.18.03.2024</b>
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**Name of the Organization:** \_\_\_\_\_

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

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

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

**13. Validity:**

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

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

## COMMERCIAL BID

### TRANSPORTATION OF IMPORTED WOOD CHIPS FROM KARAİKAL PORT TO TNPL UNIT-1 AT KAGITHAPURAM, KARUR DISTRICT AND TNPL UNIT-2 AT MONDIPATTI, TRICHY DISTRICT.

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

<b>01.</b>	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 <b>three years experience</b> in transporting bulk materials in three Financial years, i.e., 2020-21, 2021-22 & 2022-23. <b>The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years. (relevant documents to be uploaded in e-procurement portal)</b>	<b>YES / NO</b>
02	b) Whether the quantity transported by the tenderer is not less than <b>10,000 MT in any one of the Financial</b> year, i.e.,2020-21 / 2021-22 / 2022-23. If yes, <b>should enclose the documentary proof in the form of G.C.Copies/invoice copies (or) payment details through RTGS / original performance certificates from the customers. (relevant documents to be uploaded in e-procurement portal)</b>	<b>YES / NO</b>
03	Whether the tenderer has minimum <b>25 own/leased truck / tipper</b> . The tenderer shall enclose photo copies of <b>complete RC particulars</b> for own truck/tipper as supporting document and for leased trucks, as per format enclosed at Annexure VI, photocopy of <b>complete RC particulars (all the pages of RC)</b> with <b>original lease agreement</b> in ₹20/- non judicial stamp paper for each leased truck/trailer. Vehicles owned by the partners will be treated as own vehicle provided partnership deed and RC books are provided. Original RC books should be produced for verification at short notice. <b>(relevant documents to be uploaded in e-procurement portal)</b>	<b>YES / NO</b>
04	Whether the tenderer is in a position to transport minimum quantity of <b>350 MT of Imported Wood Chips per day for TNPL Unit-1</b> on weekly average basis. The total quantity of material to be transported shall be 1000 MT per day.	<b>YES / NO</b>



**TENDER NO.232413006872**
**DUE ON 01/04/2024**
**COMMERCIAL BID**
**ANNEXURE – IV**

05	Whether the tenderer is in a position to transport minimum quantity of <b>350 MT of Imported Wood Chips per day for TNPL Unit-2</b> on weekly average basis. The total quantity of material to be transported shall be 1000 MT per day.	<b>YES / NO</b>	
06	<b>VALIDITY:</b> Whether tenderer has agreed for the rates quoted against this tender for acceptance for a period of 90 days from the date of tender opening of Price bid and rate accepted shall be valid for from the date of award of contract on rate contract basis.	<b>YES / NO</b>	
07	<b>EARNEST MONEY DEPOSIT:</b> Whether the tenderer has enclosed EMD amount of <b>Rs.2,00,000/-</b> along with the Commercial Bid. (Price Bid of those who fail to submit EMD along with the Commercial bid will not be opened).	UTR NO :	
		DATE :	
		Name of the Bank:	
08	<b>TENDER FEE:</b> If the tender document is downloaded from our website, Please furnish UTR No. / Date for Rs. 590/- (Rs.500/- + GST @ 18%) towards tender document fee.	UTR NO :	
		DATE :	
		Name of the Bank:	
09	<b>ADDITIONAL SECURITY DEPOSIT:</b> The successful tenderer who gets order should furnish <b>Additional Security Deposit of ₹1,00,000/-</b> by DD. (Those who do not agree for the above condition will not be eligible for qualifying in the tender).	<b>AGREED / NOT AGREED</b>	
10	Whether the Partners or Directors or Proprietor as the case may be of the Company are related to any of the Employees of TNPL. (If yes, a declaration to this effect giving the details of the Name of the Employee, Relationship, etc. should be provided separately.)	<b>YES / NO</b>	
<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.232413006872 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO.232413006872.</p>			
Date:		Name, Address & Signature with Seal	
Place			
Contact Person			
Phone / Mobile No.			

TENDER NO.232413006872

ANNEXURE - V

**PRICE BID****TRANSPORTATION OF IMPORTED WOOD CHIPS FROM KARAİKAL PORT TO  
TNPL UNIT-1 AT KAGITHAPURAM, KARUR DISTRICT AND  
TNPL UNIT-2 AT MONDIPATTI, TRICHY DISTRICT.****Due on: 01/04/2024**

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

1. ALL INCLUSIVE RATE FOR TRANSPORTATION OF IMPORTED WOOD CHIPS FROM KARAİKAL PORT TO TNPL UNIT-1 AT KAGITHAPURAM, KARUR DISTRICT THROUGH TRUCK / TIPPER IN RATE PER MT (₹) & MINIMUM COMMITMENT QUANTITY.
2. ALL INCLUSIVE RATE FOR TRANSPORTATION OF IMPORTED WOOD CHIPS FROM KARAİKAL PORT TO TNPL UNIT-2 AT MONDIPATTI, MANAPARAI, TRICHY DISTRICT TRUCK/ TIPPER IN RATE PER MT (₹) & MINIMUM COMMITMENT QUANTITY.

**Note: The tenderers are advised to note that, Evaluation of prices (L1 Arrival ) for Sl.No.1 & 2 shall be done separately.**

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.

Loading will be done by Port stevedoring agent. Unloading will be done by TNPL at their factory.

E-WAYBILL: The successful tenderer should prepare e-waybill as per the Govt. notification as per the details provided by TNPL.

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

**TRUCK / TIPPER DETAILS**

**TRANSPORTATION OF IMPORTED WOOD CHIPS FROM KARAICAL PORT TO  
TNPL UNIT-1 AT KAGITHAPURAM, KARUR DISTRICT AND  
TNPL UNIT-2 AT MONDIPATTI, TRICHY DISTRICT.**

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								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

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