

**Tamil Nadu Newsprint and Papers Limited**

67, Mount Road, Guindy, Chennai – 600 032, Tamilnadu

Phone 044–22301094-97,22354415-16,18&30

Fax 044 – 22350834 & 22354614

e-mail purchase.corp@tnpl.co.inWeb www.tnpl.com**TENDER NO: 242513001953****03.07.2024**

Dear Sirs,

Sub: Fixing up of CFS/CHA/Transport Contract for clearance and transportation of Imported Waste Paper received in 20ft & 40ft Containers through Tuticorin Port. – Reg.

DUE DATE: 18.07.2024

We, Tamil Nadu Newsprint and Papers Limited (TNPL having Unit 1 at Kagithapuram and Unit – 2 at Mondipatti), would like to fix up CFS owned Customs House Agent (CHA) cum Transport Contract for Customs Clearance & Transportation of Imported Waste Paper to be received in 20ft & 40ft containers from Tuticorin Port to Unit-1.

In this connection, please find enclosed the following tender documents:

Annexure – I	E-TENDERING TERMS AND CONDITIONS
Annexure - II	TERMS AND CONDITIONS FOR E-REVERSE AUCTION (e-Auction), PROCESS COMPLIANCE STATEMENT
Annexure - III	QUALIFICATION FACTORS
Annexure – IV	SCOPE OF WORK, TERMS & CONDITIONS OF TENDER
Annexure – V	OBLIGATIONS OF TNPL
Annexure – VI	SCOPE OF SERVICE TO BE RENDERED AND RESPONSIBILITIES/ OBLIGATIONS OF THE CHA/TRANSPORT CONTRACTOR
Annexure – VII	SCHEDULE OF AMOUNTS PAYABLE TO CUSTOMS/PORT AUTHORITIES/SHIPPING LINE BY TNPL
Annexure – VIII	TECHNICAL CUM COMMERCIAL BID
Annexure – IX	PRICE BID – ‘A’

TNPL will follow Tender cum E-auction (Reverse Auction) method for the above tender. Initially the Technical-cum-Commercial Bid will be scrutinized and those who qualify in the Technical cum Commercial Bid satisfying all the tender conditions will only be considered for the Reverse Auction / Price Bid stage.

Tenderers are requested to read the E-Tendering Terms and Conditions (Annexure-I), Process Compliant Statement and Terms & Conditions for Reverse Auction (Annexure - II), Scope of work, terms and conditions of this tender thoroughly as described in Annexure- IV carefully.

The due date for submission of Tender documents including the Technical Bid and the Price bid through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is **18.07.2024 before 3:00 PM**. The Technical Bid will be opened through online portal at **04:00 PM on 19.07.2024**.

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 bid given in the Tender document.
- Evaluation will be done based on the documents submitted by the Bidder. The Bids which are technically not meeting Qualifying criteria will be rejected and further processing will not be carried out.
- 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, the Bidder fails to comply with the requirements of TNPL, such Bids will be rejected without entertaining further correspondence in this regard.

ENQ.NO.242513001953

The technical offers except the price bid will be opened by TNPL tender opening committee at Purchase section, Corporate Office, Chennai through <https://tntenders.gov.in/nicgep/app>.

Please note that the points asked for in Annexure-III are the qualifying factors of the Tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price bid opening and E-reverse auction stage. If any of the documents, required to be submitted along with the Technical Bid is found wanting, the offer is liable to be rejected at that stage. However, TNPL at its discretion may call for any clarification regarding the document within a stipulated time period through e-mail. In case of non-compliance to such queries, the Bid shall be rejected without entertaining further correspondence in this regard.

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 Qualification criteria (Annexure-III) and whose bids are found to be commercially and technically acceptable, 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) The bidders have to quote the Total Basic Amount in Lumpsum in INR. Evaluation of tender will be done on lowest offer basis for the estimated quantity mentioned in clause 2.
- d) In the e-tender, the price bids received from the technically qualified bidders will be opened electronically.
- e) The opening price and minimum bid decrement for the e-auction will be fixed by TNPL. The opening price & the minimum bid decrement, the date and time of e-auction (<https://tntenders.gov.in/nicgep/app>) will be communicated to the technically qualified parties through their registered Mobile number and E-mail ID in NIC portal.
- f) 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. Negotiations will be conducted with the technically accepted & lowest quoted tenderer.
- g) After completion of reverse auction, the L1 bidder will be communicated by TNPL and the L1 bidder will have to furnish the price break up for the individual items as given in the Annexure-A of the Price Bid.

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

Note : All the clarification in the document and specification at once shall be requested by Email to purchase.corp@tnpl.co.in

- Evaluation will be done on overall lowest basis for the combined operation of Customs clearance & transportation work for the estimated quantity indicated in the tender. In view of the huge volumes & financial implications and to ensure smooth uninterrupted operations & strict customs compliances, the *L1 tenderer of the Imported Pulp/Chemicals tender will not be considered for this Imported Waste paper Tender for the current year.*
- Tenderer should take care of RTO regulations on load restriction/NHAI check post load restrictions & other statutory requirement of vehicle carrying capacity. All RTO/Check Post compliances shall be ensured by the Tenderer and the rate should be quoted accordingly. No other charges shall be paid over and above the quoted rates.

TNPL is not bound to accept the lowest quotation and TNPL may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher. TNPL reserves its right to award contract to any number of vendors based on the capacity of the vendor.



ENQ.NO.242513001953

TNPL reserves the right to place order for the full tender quantity or part quantity thereof or reduce the validity of the order or split the order on more than one vendor or to place trial order in case of new vendor at its sole discretion.

TNPL reserves the right to reject any or all tenders at its own discretion without assigning any reason whatsoever and TNPL is not responsible for any other delay in submission of online bid on due date and time (Server time) through E-tendering portal <https://tntenders.gov.in/nicgep/app>.

Thanking you,

Yours faithfully,

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

CGM (Commercial)

Encl: as above

ENQ.NO.242513001953

ANNEXURE – I : 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 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 form 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 e-reverse auction.

- Bidders are requested to read these instructions and terms & conditions 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 bidders 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 need 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 username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers 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 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 are responsible to 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.

ENQ.NO.242513001953**2.0 CONTACT PERSONS:****For queries related to registration and online bidding (NIC):**

e-mail : support.etender@nic.in ; Contact No.: 044 – 24461505

TNPL Contact : Mr Pranesh, Mobile No. 94894 00798 ; Email ID :
eps.support@tnpl.co.in**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 EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit through online the requirements under qualification criteria, Technical Documents and Price Schedule/BOQ as per tender. All the documents are to be signed digitally. 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 login 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.

ENQ.NO.242513001953

- 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 / EMD as applicable and enter details of the instrument.
- 6.4 Bidder should prepare and submit the 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.
- 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.

ENQ.NO.242513001953

- 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 need 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 Bidder has to quote the Total Basic Amount in INR. In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. The opening price for E- reverse auction will be fixed by TNPL. Technically Qualified Bidders only will be allowed to participate in the E- Reverse auction process.

ENQ.NO.242513001953

- 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). During Reverse Auction process, Bidder can change its quoted price from their initial price by a specified bid decrement or its multiples to reduce its Unit price further. Such changes can be made any number of times within the e-Reverse Auction period. The minimum bid decrement shall be notified to the qualified bidders, prior to 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 its price Bid below the displayed current L1 Bid by decrement as specified, 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 its 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.
- 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.

ENQ.NO.242513001953

- 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.
- 13.5 During the Reverse Auction, time extension of additional 15 minutes may be given by TNPL at its sole discretion, if no Bid is received by TNPL till that time.
- 13.6 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.
- 13.7 Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 13.8 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.
- 13.9 TNPL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.
- 13.10 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.
- 13.11 Other terms and conditions shall be as per TNPL's Bidding documents and other correspondences, if any, till date.
- 13.12 Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Auction
- 13.13 For the Reverse Auction technically and commercially acceptable Bidders only shall be eligible to participate.
- 13.14 Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

ENQ.NO.242513001953

- 13.15 Rules for Reverse Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 13.16 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.
- 13.17 The Bidder shall not divulge either his Bids or any other exclusive details of TNPL to any other Bidder.
- 13.18 Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of Bids offered.
- 13.19 Bidders may note that, although extension time is 10 minutes, there is a time lag between the actual time of 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.
- 13.20 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.
- 13.21 It is brought to the attention of the Bidders that the Bid event will lead to the closing price only.
- 13.22 Technical and other non-commercial queries (not impacting price) can only be routed to the TNPL contact personnel indicated in the Bidding documents.
- 13.23 Order finalization and post order activities would be transacted directly between Successful Bidder and TNPL.
- 13.24 Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 13.25 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.
- 13.26 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.
- 13.27 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.
- 13.28 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.
- 13.29 No queries shall be entertained while e-Reverse Auction is in progress.
- 13.30 In case the 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.

ANNEXURE – II
TERMS AND CONDITIONS FOR E-REVERSE AUCTION (e-auction):

Contact Details:

Mr. C.KALYANASUNDARAM CGM (Commercial)	Phone	044 - 22354430
	e-mail	kalyanasundaram.c@tnpl.co.in / purchase.corp@tnpl.co.in

Selection process of vendors:

- Bidders must submit the Process Compliance Statement duly signed, to TNPL along with Technical-cum-Commercial bid through Online portal : <https://tntenders.gov.in/nicgep/app>
- E – reverse auction will be conducted on the specified date and time intimated separately through e-mail
- On the event date, Vendors shall submit bids from their computers through Internet on <https://tntenders.gov.in/nicgep/app>. As and when other bidders place the bids, they would have the opportunity to revise their bid downwards if they wish to do so.
- The detailed procedure for reverse auction shall be as per the clause no.13 of Annexure – I: E-Tendering Terms And Conditions

All other terms and conditions are as per TNPL tender.

Bidding Price Format: Bidders should quote the **Total Basic Amount in INR.**

In the Online price bid (BOQ), all bidders to quote the Rate in INR and E-reverse auction will be conducted in INR.

Opening Price:

- a) TNPL would fix the opening price for E-reverse auction.
- b) Bidders can bid lower than the Opening Price.

Currency: All the Bidders must quote in the currency as informed by TNPL.

Bid Decrement:

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

Bidding Time & date: Will be communicated through mail.

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 10 minutes before the scheduled close time of electronic Bidding
- Extension of 10 minutes would happen for any number of times, if bid(s) is/are placed in the last 10 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 10 minutes.

Illustration:

- **For closing time at 15:00 hours:** If a bid is placed between 14:50 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.10 hours.
- If no bids are placed between 14:50 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 opening of the Techno-Commercial bid. 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.

PROCESS COMPLIANCE STATEMENT

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.
7. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
8. Bids once made cannot be withdrawn or modified under any circumstances.
9. TNPL can decide to extend, reschedule or cancel the auction.
10. 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.
11. 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.
12. 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.
13. **TNPL will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.**
14. **Validity:**
The bidders should keep their bids valid for a period of 90 days from the date of opening of the Techno-Commercial bid. 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	

ENQ.NO.242513001953

ANNEXURE - III
QUALIFICATION FACTORS

Please note that the following points are the qualifying factors of this Tender.

Tenderers who do not comply the conditions with documentary proof will not be qualified in the Tender for opening of price bid / reverse auction.

1. The tenderer should own:

- (a) Container Freight Station (CFS) in Tuticorin in their own name or in their group company name with handling capacity of 10,000 Containers per annum and having minimum 3 years' experience in the field at any Indian Ports.
- (b) Valid CHA Licence authorized by Tuticorin Customs in their own name/director name/partner name or in their group company name, all under same management.
- (c) The Tenderer should have minimum 15 Nos. of 40ft Trailors in their Firm/Directors/Partners/in the name of Group Companies having same directors or leased.

The tenderer should submit the following as proof of documents along with Technical cum Commercial Bid:

- Copy of valid Customs Cargo Service Provider License / Authorization for having the CFS in Tuticorin
 - Copy of valid CHA License, authorized by Tuticorin Customs
 - Copy of Declaration indicating the volume of containers handled per annum, year-wise for the past three years, endorsed/authorized by customs should be enclosed as proof of document for handling capacity.
 - Copies of RC books along with valid insurance certificates for 15 Nos. of 40ft Trailors in the name of their Firm/Directors/Partners/Group companies (in case of partnership firm/Pvt Ltd. company; copy of partnership deed/Memorandum of Article should be enclosed). In case of Leased vehicles, original Lease agreement in ₹20/- non-judicial stamp paper for each leased truck, (valid for this tender period) should also be provided by the tenderer.
 - The 40ft trailer details should be furnished in the format provided in the Attachment & Checklist for Technical cum Commercial Bid, without which the tender will be summarily rejected.
 - Documentary proof towards experience for 3 years from 01.04.2021, like PO / WO copies, Performance Certificates from Customers
2. The Tenderer should agree for Rates quoted against this tender valid for our acceptance upto 90 days from the date of opening of the Techno-commercial bid. The rates accepted shall be valid for a period of **One year** from the date of awarding of contract.
3. The contractor who have worked earlier for TNPL and whose performance was found bad/unsatisfactory, their tender will not be considered. TNPL's decision is final in this regard.
4. Evaluation will be done on overall lowest basis for the combined operation of Customs clearance & transportation work for the estimated quantity as indicated in the tender. In view of the huge volumes & financial implications and to ensure smooth uninterrupted operations & strict customs compliances, the *L1 tenderer of Imported Pulp/Chemicals tender will not be considered for this Waste paper Tender for the current year.* The decision of TNPL is final & binding. *(Those who do not agree to this, will be disqualified).*
5. Submission of EMD Rs.2,00,000/- by way of NEFT / RTGS
6. Remittance of Tender Fee (non-refundable) : 590/- (500+18%GST) by way of NEFT / RTGS

The remittance details of both Tender fee and EMD should also be furnished in the Technical Bid. Further, remittance statement / UTR details should be uploaded in the online procurement portal: <https://tntenders.gov.in/nicgep/app>

Bank details for RTGS payment:

Account Number	0941261010052
Description	CC Account
Account Name	Tamilnadu Newsprint and Papers Limited
Corporate Address	No.67,Mount Road, Guindy,Chennai – 600032
BANK NAME	Canara Bank
Branch address	LCB Branch, Chennai
IFS Code	CNRB0002596

Offers received without Tender Fee / 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.

**ANNEXURE – IV
TERMS AND CONDITIONS**

01.	<p>Scope of work : TNPL has two production units. Unit – 1 is at Kagithapuram, Karur district and Unit – 2 is at Mondipatti, Trichy district.</p> <p>The contract to be finalized based on this tender will be covering the requirement of Unit-1. TNPL would import Waste Paper required for Unit-1 in 20ft & 40ft containers through Tuticorin Port. For customs clearance and transportation of this imported cargo from Tuticorin Port, the tenderer has to carry out the jobs as per the following scope of works:</p> <p>COMMON WORK (all type of material received in containers) for Unit-1 :</p> <p>a. Filing Bill of Entry, Customs duty payment, Movement of containers from Port to CFS, arranging Customs Inspection, loading containers (20ft & 40ft) into trailer without destuffing (WASTE PAPER).</p> <p><u>NB: Bill of entry should be filed as per Customs procedure without fail to avoid penalty from Customs. If penalty arises due to the fault of CHA, the penalty amount will be recovered from the service bills.</u></p> <p>Specific work required for Unit – 1:</p> <p>a. Transportation of Full Containers (20ft & 40ft) from CFS, Tuticorin to TNPL Unit-1, Kagithapuram - destuffing the cargo would be done at TNPL factory - transport the empty containers from Kagithapuram to Tuticorin Container yard – on per trip basis (up& down included) for 20ft & 40ft containers.</p> <p><i>Currently there is no requirement of imported waste paper for Unit-2.</i></p>																						
2	<p>Estimated Quantity to be handled :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 40%;">Scope of work</th> <th colspan="2" style="text-align: center;">UNIT – 1 (Kagithapuram)</th> <th colspan="2" style="text-align: center;">UNIT – 2 (Mondipatti)</th> </tr> <tr> <th style="text-align: center;">20FT</th> <th style="text-align: center;">40FT</th> <th style="text-align: center;">20FT</th> <th style="text-align: center;">40FT</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> a. Customs Clearance Work to be done per container basis for Waste Paper (without destuffing) </td> <td style="text-align: center; vertical-align: top;"> 1 <i>(Rate obtained for Exigency purpose)</i> </td> <td style="text-align: center; vertical-align: top;"> 3062 </td> <td style="text-align: center; vertical-align: top;"> Nil </td> <td style="text-align: center; vertical-align: top;"> Nil </td> </tr> <tr> <td style="vertical-align: top;"> b. Transportation work to be done per container basis: (Waste Paper – without destuffing) </td> <td style="text-align: center; vertical-align: top;"> 1 <i>(Rate obtained for Exigency purpose)</i> </td> <td style="text-align: center; vertical-align: top;"> 3062 </td> <td style="text-align: center; vertical-align: top;"> Nil </td> <td style="text-align: center; vertical-align: top;"> Nil </td> </tr> </tbody> </table>				Scope of work	UNIT – 1 (Kagithapuram)		UNIT – 2 (Mondipatti)		20FT	40FT	20FT	40FT	a. Customs Clearance Work to be done per container basis for Waste Paper (without destuffing)	1 <i>(Rate obtained for Exigency purpose)</i>	3062	Nil	Nil	b. Transportation work to be done per container basis: (Waste Paper – without destuffing)	1 <i>(Rate obtained for Exigency purpose)</i>	3062	Nil	Nil
Scope of work	UNIT – 1 (Kagithapuram)		UNIT – 2 (Mondipatti)																				
	20FT	40FT	20FT	40FT																			
a. Customs Clearance Work to be done per container basis for Waste Paper (without destuffing)	1 <i>(Rate obtained for Exigency purpose)</i>	3062	Nil	Nil																			
b. Transportation work to be done per container basis: (Waste Paper – without destuffing)	1 <i>(Rate obtained for Exigency purpose)</i>	3062	Nil	Nil																			
<p>IMPORTANT NOTE: The quantity indicated is only approximate and TNPL will not guarantee for the above. The estimated quantity may vary on either side depending upon the requirement on case to case basis. The tenderers should quote the rate for each and every scope of work in the price bid on rate contract basis for a period of one year. The quantity for exigency requirement shall be considered as one and shall be taken for evaluation purpose.</p> <p>Rate for SI.No.2 (a) above: The rates should be quoted Per CONTAINER basis (WITHOUT DESTUFFING) for the following all inclusive CFS/CHA works for both Unit 1 & 2:</p> <ul style="list-style-type: none"> Filing Bill of Entry, Movement of Laden Container from Container Terminals to CFS, Laden Lift off/on, Weighment, Arranging Shipping Line invoice/Collection of Delivery Order, Arranging Cargo Examination & clearance by Customs officials, Loading of FCL into Trailer at CFS, Port and Customs Sundry Expenses even in case of short landing of containers/splitting of shipment in subsequent voyages, Service Charges etc. No other charges shall be paid over and above the quoted rates. Hence the bidders are advised to consider all such expenditures and quote accordingly. <p>Rates for SI.No.2 (b) above:</p> <ul style="list-style-type: none"> The rates shall be quoted per container basis for transportation of loaded containers from Tuticorin to TNPL Unit-1 at Kagithapuram for destuffing and taking back the empty containers from TNPL Unit-1 to Tuticorin Liner's plot (in two way trip). 																							

Signature of the tenderer with seal

ENQ.NO.242513001953

3	<p>EVALUATION OF TENDER: Evaluation of tender will be done on lowest offer basis for the estimated quantity mentioned in clause 2 above.</p> <p>For Waste Paper - Without Destuffing operation: Total rate for customs clearance, CFS charges + Transport charges per container for the estimated quantity.</p> <p>➤ Rates: The bidder has to consider the individual items as per the Price Bid Annexure-A and has to quote the Total Basic Amount in Lumpsum (excluding taxes) in the BOQ (Excel file). ➤ The Total Basic Amount shall be arrived by summing up the Amounts for each item (i.e.) Unit Rate x Estimated Qty for each individual item. ➤ In view of the huge volumes & financial implications and to ensure smooth uninterrupted operations & strict customs compliances, the <i>L1 tenderer of the Imported Pulp/Chemicals tender will not be considered for this Imported Waste paper Tender for the current year.</i> The decision of TNPL is final & binding.</p>
4	<p><u>WEIGHTMENT AND LOAD LIMITATION:</u> TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. It is the responsibility of the tenderers to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federation and any other statutory regulations. Tenderer should take care of the provisions of motor vehicles act/NHAI or any other statutory Agency on load limitation and other statutory requirements on over-weight etc. Tenderers are required to quote their rates for the de-stuffed materials transportation per MT basis upto the carrying capacity of 3 axle 40 ft trailers or any suitable vehicle. The net weight of the de-stuffed imported cargo shall not exceed the carrying capacity of the Vehicles (Trailer or Truck) provided for loading.</p>
5	<p>The waste paper containers are to be cleared at Tuticorin and forwarded to our Unit-1 as per instructions issued by TNPL officials from time to time for destuffing and take back the empty containers to Tuticorin Liner's plot.</p>
6	<p>The successful tenderer should ensure that the containers should be cleared within the applicable free days and if any demurrage incurs due to the fault of the successful tenderer, the same shall be to the account of successful tenderer. The contract resulting out of this tender shall be with explicit condition that any demurrage due to the fault of CFS/CHA/Transport Contractor shall be to their account only.</p>
7	<p>Survey of containers at CFS in & out shall be arranged by the CHA/Transport Contractor.</p>
8	<p>Insurance for the cargo will be taken care by TNPL. Tenderer should take care of the insurance for the container and vehicles engaged by them. TNPL will not be responsible for the damages of container in case of an accident.</p>
9	<p><u>EARNEST MONEY DEPOSIT</u> Tenderers are required to pay an EMD of Rs.2,00,000/- (Rupees Two lakhs only) by way of NEFT / RTGS in favour of M/s.TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at CHENNAI along with Technical Cum Commercial Bid. This amount will not bear any interest. Offers received without EMD are liable for rejection.</p> <p>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. In case of <u>withdrawal of offer within the validity period</u> of the offer or before finalization of the order, the <u>EMD amount paid will be forfeited</u>. The EMD of the unsuccessful bidders will be returned after finalization of the tender.</p>
10	<p><u>SECURITY DEPOSIT</u> The EMD of the successful bidder will be converted into interest free security deposit against the order. The Security Deposit is for due performance of the contract and does not bear any interest. This amount will be forfeited in case of termination of the contract. The security deposit & addl. Security deposits will be released within 3 months of satisfactory completion of the contract period to the contractor. Any dues from the contractor shall be adjusted from their bills/Security Deposit without any notice.</p>

ENQ.NO.242513001953

11	<p>VALIDITY OF OFFER Rates quoted against this tender shall be valid for our acceptance for a period of 90 days from the date of opening of the tender. The rates accepted shall be valid for a period of One year from the date of Work order/LOI.</p> <p>The rate shall be firm and fixed and not subject to any escalation for any reason what so ever except the diesel price variation for the scope of work under Sl.no.2 (b) i.e. for Transportation of cargo from CFS to TNPL as per the formula given in clause no.14 below. During the validity period agreed between TNPL and Contractor, TNPL reserves the right to go for re-tender for all/partial destinations at its own discretion. Tenderer can't claim awarding of contract to them based on their ranking.</p>
12	<p>EXTENSION OF CONTRACT Validity of the Work order can be extended beyond One year from the date of Work Order subject to mutual agreement between you and TNPL at the same terms and rates for further period of three months or at the sole discretion of TNPL only. The decision of TNPL in this regard will be final and binding.</p>
13	<p>The Contract/Work order resulting out of this tender shall be subject to the following general terms and conditions: TNPL reserves its rights:-</p> <ul style="list-style-type: none"> • To check/verify confidential about the credit worthiness, performance, Experience etc of the tenderers with appropriate Authorities/Agencies/Organizations/ Institutions etc. Decision taken by TNPL based on the information and particulars so collected will be final. • To conclude contracts for clearing and forwarding work with more than one party. • TNPL is not bound to accept the lowest quotation or any quotations. TNPL may accept or reject the lowest quotations or all the quotations at its own discretion.
14	<p>COMPENSATION FOR VARIATION IN DIESEL PRICE: 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 the cumulative increase / decrease reach beyond 5% from the revised rate.</p> <p>The increase/decrease in transportation charges per container = For every 5% increase or decrease in diesel price, the transport charges will be increased / decreased by 1%.</p> <p>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.</p> <p>Diesel increase / decrease should be calculated based on the rate available in IOCL website for their authorized dealer who is located near to TNPL Unit I, Karur. During the currency of the contract, escalation on any account whatsoever will not be entertained, other than the Diesel Price variation as detailed above.</p>
15	<p>PAYMENT TERMS: (i) FOR CHA CLEARANCE WORK:</p> <ul style="list-style-type: none"> • 100% Payment will be made from our Corporate office by <u>RTGS</u> within 30 days on receipt of bills complete in all respects duly supported by the following in Triplicate: • All the original vouchers for which any claim is made for reimbursement. • Duplicate copy of Bill of Entry. • GST wherever applicable for the above service will be paid extra at actuals. <p>(ii) FOR TRANSPORTATION WORK:</p> <ul style="list-style-type: none"> • 100% Payment will be made from our Corporate Office for transportation of imported cargo within 30 days from the date of receipt of bills along with acknowledged G.C/D.C copies by RTGS. The GC/DC shall be in your firm name or in name of Directors/Partners/Group companies having same directors. • Bills should be submitted in Triplicate along with original acknowledged GC/DC copy. • GST will be paid by TNPL at 5% on RCM basis (or) @ 12% on FCM basis. • Payment will be made only for the actual quantity of cargo transported. <p>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.</p>

Signature of the tenderer with seal

ENQ.NO.242513001953

16	<p><u>TERMINATION OF THE WORK ORDER</u> The work order may be terminated either party by giving 30 days' notice in writing to the other party if the other party; - fails to carry out his obligations under this work order according to the intent thereof; or - is prevented from fulfilling his obligations under this work order due to insolvency or liquidation; or - fails to observe or perform any of the covenants, conditions or provision of this work order and such failures or non-performance is not remedied or set right within the said period of 30 days. - If the Customs House License of the tenderer is cancelled/or suspended by Customs/Port Authorities, TNPL shall terminate this contract immediately.</p>
17	<p><u>RISK PURCHASE:</u> In the event of Purchaser terminating the contract in whole or in part due to poor performance of the service provider/contractor, he may procure / carryout the subject work on such terms and in such manner as he deems appropriate, services similar to those so terminated and the service provider/contractor shall be liable to the Purchaser for any excess costs for similar services. However, in case of part termination of contract by the Purchaser, the service provider/contractor shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.</p>
18	<p><u>CONFIDENTIALITY</u> The CHA/Transport Contractor shall treat all data and documents furnished by TNPL against this contract as confidential and/or restricted in nature and shall not divulge or allow access to such data/documents by any unauthorized person.</p>
19	<p><u>FORCE MAJEURE</u> TNPL and the CHA/Transporter shall be under no liability for the fulfillment of this contract if it is delayed due to circumstances beyond either party's reasonable control such as industrial disputes, general strike, other strike lockouts, wars, invasion, hostilities, riots, earthquakes, storms, floods, famine, epidemics, fire explosions, legislation or any other Govt. action. The party wishing to claim relief by reason of such circumstance(s) shall notify the other party in writing without delay and in any case within days of the intervention and within 7 days of the cessation of such circumstances.</p>
20	<p><u>GOVERNING LAW AND COURTS</u> 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.</p>
21	<p><u>WAIVER</u> a) Failure on any occasion of either party to insist upon strict adherence to any of the provisions of this contract or to enforce any of their rights under this contract or to resort to enforce any of their rights under the laws specified in Clause 17 above thereof shall not be construed to be a waiver of such provisions or rights in any manner. b) A waiver by either party shall not be effective unless given in writing. c) An effective waiver shall not extend to or effect any provision of rights not expressly waived nor shall an effective waiver of any provisions or rights in the event of the occurrence on a future occasion of the same cause which gave rise to such effective waiver.</p>
22	<p>This work shall accrue to the benefit of and be binding upon the successors or permitted assigns of both the parties.</p>
23	<p>TNPL reserves the rights to appoint more than one CHA/Transporter. TNPL also reserves the right to appoint separate CHA and Transport contract or combination of both.</p>
24	<p><u>DECLARATION:</u> The Tenderer should submit their offer along with a declaration stating that the Partners/ Directors of the Company are not related to the employees of TNPL.</p>

I/We have read and understood all the terms and conditions of the Tender No. **242513001953**. We accept all the terms and conditions indicated in the Tender no. **242513001953**.

Place:

Date:

Mobile No.

Signature with seal and Address

Contact Person:

~~~~~

**ANNEXURE – V****OBLIGATIONS OF TNPL**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | TNPL shall hand over/send to furnish the CHA, non-negotiable set of documents of import in enough copies as may be/become necessary (for each and every consignment for which work has been assigned to them) 3 to 5 days before arrival of the vessel carrying the consignment at Tuticorin Port for the purpose of enabling the CHA to prepare the relevant/requisite Bill(s) of Entry and other documents, if any, and obtain and complete Customs assessment of each and every bill(s) of Entry on "Prior Entry Basis" thereby obviating the cause for any demurrage and further documentary formalities and arrange for physical delivery of the consignment from the port without incurring any demurrage. TNPL also shall hand over the original negotiable set of documents to CHA/Transport Contractor well in advance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2 | TNPL shall provide the following funds at actuals: <ul style="list-style-type: none"><li>• Customs Duty by way of online transfer through IceGate or by way of Focus Market/Advance licence etc (or in both form) within 1 or 2 days after completion of the assessment by the Customs Authorities of every Bill of Entry.</li><li>• Terminal Handling Charges with applicable GST at actuals by RTGS or reimbursed against submission of original voucher paid to Port authorities/Shipping line.</li><li>• Delivery Order Charges, Container washing &amp; maintenance charges and any other charges to Shipping Line at actuals by RTGS (OR) the same will be reimbursed to CHA against submission of Original Invoice from Shipping Line.</li><li>• In case of delay in submission of related documents such as Original BL, Invoice copy, Packing list, Country of origin certificate etc. by TNPL and due to which if the containers are not moved within the free days, Container Storage charges of Container Terminals will be reimbursed by TNPL against original vouchers/invoice/documents. <b>However the above charges will not be paid if it is due to the fault of CHA/Transport Contractor.</b></li><li>• Due to delay in submission of relevant documents as above by TNPL, the Container detention charges claimed by the Shipping Line at actuals will also reimbursed against submission of original bill from Shipping line. <b>However the detention charges will not be paid if the delay is due to the fault of CHA/Transport Contractor.</b></li><li>• All the above charges (including GST at actuals if applicable) will be reimbursed only against original invoice in the name of Tamilnadu Newsprint and Papers Limited.</li></ul> |
| 3 | TNPL, at their sole discretion, shall depute their technical representatives/ engineers/ executives/ staff etc for each and every consignment for which work has been assigned to the CHA/Transport Contractor and as required by the CHA/Transport Contractor at the appropriate time for being present during customs examinations/open inspection and for any technical representation or specification designed data etc at the appropriate time as required by the Customs authorities and as per the request/advice of CHA/Transport Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

*Signature of the tenderer with seal*

**ANNEXURE – VI**

**SCOPE OF SERVICES TO BE RENDERED AND RESPONSIBILITIES/OBLIGATIONS OF CFS/CHA/Transport Contractor**

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | <p>The representative of CHA/Transport Contractor should report to our Purchase section/Corporate Office, Chennai on daily basis to collect the relevant copy/original documents for clearing the consignment.</p> <p>The CHA/Transport Contractor shall acknowledge the receipt of all documents handed over/furnished by TNPL and advise TNPL about the discrepancies, errors, if any and also immediately call for additional documents, if any required by way email/letter immediately it is noticed.</p> <p><b>DAILY STATUS REPORT (DSR)</b> as per the format prescribed by TNPL should be sent on daily basis through email immediately on collection of copy documents from TNPL without fail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2   | <p>The CHA/Transport Contractor shall make available/depute their officers, executives and personnel with considerable knowledge and experience in clearing and forwarding field, along with a team of people adequate in strength and having specialist knowledge/experience exclusively to deal with and complete expeditiously for clearance of every consignment assigned to the CHA/Transport Contractor by TNPL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3   | <p>The CHA/Transport Contractor shall send documents/weekly progress reports, correspondence etc to TNPL regularly and meticulously and also send to/contact TNPL in person or over telephone/email whenever necessary so as to keep TNPL fully informed/appraised of the progress or difficulties/delays if any, in execution of the work of each and every consignment assigned to you by TNPL and also to overcome any misunderstanding / communication barrier etc between the CHA/Transport Contractor and TNPL which may be/become the cause for and lead to such delays or difficulties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4a) | <p>The CHA/Transport Contractor shall undertake to file with Customs Authorities the relevant/requisite Bill(s) of Entry along with all/relevant connected documents, "PRIOR ENTRY BASIS", wherever applicable and possible and as instructed/advised by TNPL either in writing or otherwise for each/every consignment for which the contract work has been assigned to the CHA/Transport Contractor by TNPL and progress further with the contract work and complete in an expeditious manner all documentary formalities laid down by Customs/Port and other authorities and physical delivery clearance of each and every consignment from the Port without concurrence of any demurrage whatsoever.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4b) | <ol style="list-style-type: none"> <li>1. The connected/relative documents required for Customs assessment of each and every bill of entry are as follows:</li> <li>2. Signed Commercial Invoice of the Overseas Supplier.</li> <li>3. Packing List/Weight and Measurement List (in duplicate) of the Overseas Supplier</li> <li>4. Analysis Report/Manufacturer's Test Certificate and/or Independent Inspection Agency's Certificate (in duplicate) provided by the overseas supplier (wherever applicable).</li> <li>5. Bill of Lading duly endorsed and/or Freight certificate/No Objection Certificate from the Bank (in original)</li> <li>6. Insurance policy (original) with Premium Receipt (in duplicate)</li> <li>7. Certificates of Origin (in duplicate)</li> <li>8. Importer's (TNPL's) declaration (in duplicate)</li> <li>9. Valid Import License with attached 'List of Goods' endorsed by Ministry of Industrial Development issued in favour of TNPL</li> <li>10. OGL Declaration by the Importer(TNPL) wherever applicable (in duplicate)</li> <li>11. Importer's (TNPL's) original enquiry/or request for and offer/tender to the Supplier(s) abroad (in duplicate) if required.</li> <li>12. Overseas Supplier's original quotation/offer/Proforma invoice with amendment(s) thereof (in duplicate) if required.</li> <li>13. Importer's (TNPL's) firm order/contract with the Supplier abroad with amendment(s) thereof (in duplicate)</li> <li>14. Order Confirmation/acceptance from the Supplier with amendment(s) thereof (in duplicate) Catalogue/technical literature/drawings etc setting out the specifications/ dimensions etc (in duplicate) if required.</li> <li>15. Letter of Credit established by the Importer</li> <li>16. Industrial license issued in favour of TNPL</li> </ol> |

*Signature of the tenderer with seal*

**ENQ.NO.242513001953**

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5      | The CHA/Transport Contractor shall ensure complete and meticulous supervision of each and every consignment; the work has been assigned by TNPL, while being unloaded from the carrying vessels and endeavors to ensure proper safety of the consignment without any damage to the outer packages and/or inside contents thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6      | The CHA/Transport Contractor shall arrange for necessary surveys of each and every consignment by Port Trust authorities/Steamer Agents/ Insurance Authorities in liaison with TNPL as may be/become necessary and obtain the survey reports in time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7      | The CHA/Transport Contractor shall file various claims for each and every consignments as may be/become necessary and follow up with Customs/Port Trust/Steamer Agents etc (as may be necessary and applicable) in co-ordination/liasion with TNPL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8      | The CHA/Transport Contractor shall arrange for examination/open inspection of each and every consignment for TNPL by Customs/Port Authorities and as may be/become necessary, ensure repacking of the consignment(s) after such examination/open inspection of Customs/Port authorities and subsequently safe storage of same without pilferage, theft, damage etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9      | The CHA/Transport Contractor shall arrange for and obtain harbour passes for the executive/staff of TNPL and of their Consultants so as to enable them <ul style="list-style-type: none"> <li>- to be present at the Port/Harbour at the time of unloading of each/every consignment from the carrying vessel</li> <li>- to supervise safe stacking of the consignment arranged by you and feeding and loading to the vessel.</li> <li>- to be present during Customs examination/open inspection surveys etc and also while taking delivery of the consignment from the Port and loading of the same for onward transportation to TNPL site at Kagithapuram or to other destination, as per instructions of TNPL. The harbour passes shall be obtained for TNPL on monthly or yearly basis as applicable and permissible under Port Trust rules and regulations.</li> </ul> |
| 10     | The CHA/Transport Contractor/TNPL Executives/Staff/Consultants etc will extend to each other every co-operation for the work for each and every consignment assigned by TNPL and maintain the Principal/Agent relationship all along and ensure smooth and satisfactory execution of the work under the constant supervision and co-ordination of the parties to the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11 (a) | The CHA/Transport Contractor shall render/submit weekly/monthly statement of account regularly/ meticulously for their receipt of remittance from TNPL and payments made there against for various expenses/charges etc and furnish to TNPL vouchers for expenses actually incurred by the CHA/Transport Contractor on behalf of TNPL wherever applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (b)    | The statement of account referred above shall be submitted/rendered to TNPL by the CHA/Transport Contractor within a week for the preceding fortnight, listing out clearly the various remittances received by you from TNPL and payments made there against.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (c)    | The CHA/Transport Contractor shall submit monthly statement for DEPB / MEIS / RoDTEP and any other license utilization on regular basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (d)    | The CHA/Transport Contractor shall get proper endorsement on the DEPB / MEIS / RoDTEP and any other license from Customs authorities on completion of each and every clearance and handover the completed license immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12     | Subject to TNPL carrying out their various obligations, laid down in Annexure III and at the appropriate time, the CHA/Transport Contractor shall endeavor their utmost care to carry out various responsibilities and obligations referred in this Annexure and as expeditiously as possible as permissible for which each and every consignment, the work assigned to the CHA/Transport Contractor will be completed in time and thereby ensure non-accrual incurrence of any demurrage/wharfage etc as may be/ become payable to Port/Harbour/other authorities by TNPL.                                                                                                                                                                                                                                                                                                  |

*Signature of the tenderer with seal*

**ENQ.NO.242513001953**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | The CHA/Transport Contractor shall co-ordinate with CFS and arrange clearance with utmost care and without incurring any demurrage. The name and address/contact person of the CFS for each receipt should be intimated to TNPL by email/fax/letter for follow-up.                                                                                                                                                                                                                                                           |
| 14 | "Funds provided by TNPL to the CHA/Transport Contractor for clearance of the consignments assigned to the CHA/Transport Contractor shall be utilized for TNPL's consignments only. If the funds provided by TNPL are utilized for clearance of consignments of any of the CHA/Transport Contractor's clients, the work order will be cancelled immediately and their name will be blacklisted besides recovery of such funds from the CHA/Transport Contractor and other penal actions against the CHA/Transport Contractor. |
| 15 | The CHA/Transport Contractor shall ensure good condition of the container before transporting to TNPL factory for destuffing. In case of any damage to the containers noticed necessary survey should be arranged with Customs authorized surveyors in consultation with TNPL officials without fail.                                                                                                                                                                                                                        |

### SPECIAL CONDITIONS

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | The CHA/Transport Contractor shall submit request with TNPL for payment of duty and DO charges 3 days prior to the arrival of vessel in the case of receiving all the relevant documents from TNPL well in advance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2 | TNPL shall handover <b>original B/L</b> to the CHA/Transport Contractor one day prior to the arrival of the vessel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3 | <p><b>For Full Container Load (FCL):</b> Normally all FCLs are received against TNPL's orders with 14 to 21 free days for unloading and return of containers.<br/> <b>The contractor should provide CFS free storage upto the container free days or maximum 30 days</b></p> <ul style="list-style-type: none"> <li>➤ Complying the above procedure under 1 &amp; 2, the CHA/Transport Contractor has to clear the consignment within 5 free days. In case of any delay in submission of required documents by TNPL, the port storage charges/container detention charges will be reimbursed by TNPL. It must be endeavor of CHA/Transport Contractor to arrange to clear the containers at the earliest but in any case not later than the free days allowed by Port/Container Terminals.</li> <li>➤ In case of delay due to the fault/non co-ordination/delay in providing Trailors etc. by the CHA/Transport Contractor, the applicable Port storage charges/CFS Ground Rent /Container detention charges of shipping line etc. for period beyond the free days (<b>5 days</b>) will have to be borne by CHA/Transport Contractor.</li> </ul> |
| 4 | <p>(i) The CHA/Transport Contractor shall file various claims for each and every bill of lading/consignments as may be/become necessary and follow up with Customs/Port authorities/Shipping Lines etc. (as may be necessary and applicable) in co-ordination/liaison with TNPL.</p> <p>(ii) It is the responsibility of CHA/Transport Contractor to arrange and settle the refund claim, if any, due to TNPL from Shipping Lines or any other agency as the case may be within 30 days in submission of all relevant documents like feedback copy, equipment interchange receipt (EIR) copy etc. by the CHA/Transport Contractor to the concerned shipping line or other connected documents to any other agency.</p> <p>(iii) In case of refund due to TNPL, only on receipt of refund amount from the concerned agencies, the CHA Bill for that particular transaction will be certified and sent to TNPL's Accounts dept. for release of payment.</p>                                                                                                                                                                                        |

*Signature of the tenderer with seal*

**ANNEXURE – VII**

**SCHEDULE OF AMOUNTS PAYABLE TO CUSTOMS/PORT AUTHORITIES/SHIPPING LINES BY TNPL**

For each/every consignment for which work has been assigned to the CHA/Transport Contractor by TNPL, the amount payable to CHA/ Transport Contractor/through CHA/Transport Contractor /or to Customs/ Port/Other authorities by TNPL under different heads towards various charges/expenses/levies/duties etc and the payment terms schedule thereof shall be as under:

Amount payable by TNPL to Customs/Port/other Authorities:

**NATURE OF EXPENSES**

|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Customs Duty will be paid by TNPL at actual as per Customs Tariff including Customs O.T (if any) with applicable GST etc.</b></p>                                                                                                                                                                   | <p>TNPL shall make Customs duty payment directly by RTGS/NEFT to customs authorities after completion of the assessment of each/every bill of entry and connected related documents as referred to earlier after the Customs duty amount has been pin pointed on each and every bill of entry and Registration of License and audit formalities as laid down by the Customs authorities has been complied with and on CHA/Transport Contractor providing TNPL, copies of above referred each/every bill of entry (in triplicate).</p> |
| <p><b>Port dues and other Charges will be paid by TNPL at actuals as per Port Trust Scale of rates and supported by vouchers from CHA / Transport Contractor.</b></p>                                                                                                                                     | <p>TNPL shall provide to CHA/Transport Contractor/pay through CHA/Transport Contractor/directly to the Port/Harbour authorities sufficient funds towards Port /Harbour dues, Port Overtime, heavy lift crane, hire charges etc., within 1 or 2 days after completion of the assessment of the related B/E by the Customs authorities and /or submission of precise estimate of such expenses by CHA/Transport Contractor in writing or otherwise or at the appropriate time.</p>                                                      |
| <p><b>Delivery Order charges, Terminal Handling Charges, Container Washing &amp; Maintenance Charges &amp; other charges (detention charges if any due to delay from TNPL documentation) to Shipping line with applicable GST will be paid by TNPL at actual as per Delivery order/Final Invoice.</b></p> | <p>TNPL shall provide sufficient funds either in advance or at the appropriate time as per CHA/Transport Contractor's advice in writing against claim from Shipping Line/Freight Forwarders.<br/>However any refund is to be received by TNPL from Shipping line or from any other agency, it is the responsibility of the CHA/Transport Contractor to get the refund in time.</p>                                                                                                                                                    |

**NOTE:**

In case of urgency, if TNPL requests the CHA/Transport Contractor to pay any of the above charges, CHA/Transport Contractor shall pay the same and get it reimbursed by TNPL within 7 days.

*Signature of the tenderer with seal*

\*\*\*\*\*

ENQ.NO.242513001953

**ANNEXURE – VIII  
TECHNICAL CUM COMMERCIAL BID**

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

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|------|--|--------|--|------|--|
| 01      | <p>NAME OF TENDERER<br/>Door No./Street Name<br/>Name of Town/Place<br/>District<br/>Pin code</p> <p>Contact Person:<br/>Mobile No. &amp; Phone No.<br/>Income Tax PAN No (<b>Enclose copy of PAN</b>).<br/>E-MAIL ID:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Please provide email id for the person who is incharge for this tender documentation work)</p>                                                                                                                                                  |         |  |      |  |        |  |      |  |
| 02      | Name of the Proprietor/Partner/Director with status/Mobile No. who would Transact Business with TNPL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| 03      | Whether the tenderer has 3 years' experience and Container Freight Station in Tuticorin in their own name or in their group company name with handling capacity of 10,000 containers per annum (copy of customs authorization should be enclosed as proof of document)                                                                                                                                                                                                                                                                                                                                                                                                                                              | YES / NO                                                                                                                                                                                                                                                                                                                                                                              |         |  |      |  |        |  |      |  |
| 04      | Whether the tenderer has valid Regular Customs House License in their own name/director name/partner name or in their group company name, all under same management & authorized by Tuticorin Customs. (Copy of CHA License should be enclosed).                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES / NO                                                                                                                                                                                                                                                                                                                                                                              |         |  |      |  |        |  |      |  |
| 05      | <p>Whether the tenderer has own 15 Nos. of 40 ft. Trailors in the name of Firm/Partner/ Proprietor (or) Leased. The following documents should be enclosed along with this technical cum commercial bid without fail.</p> <ul style="list-style-type: none"> <li>• Photo copies of 15 nos. RCs in the name of Firm/Partner/Proprietor/ along with List of details like Regn. No., FC / Insurance validity, Name of RC holder etc.</li> <li>• In case of partnership firm/Pvt Ltd., Copy of partnership deed/Memorandum of Article should be enclosed</li> <li>• Original Lease Agreement for Leased Vehicles<br/>(Tenders received without the above proof of documents will be straight away rejected.)</li> </ul> | <p align="center">YES / NO</p> <p><i>List of vehicles should be indicated as per attachment along with necessary copies of RC books / FC /Insurance for the own trailers &amp; leased trailers. For leased trailers original Lease agreement in ₹20/- non-judicial stamp paper for each leased truck, (valid for this tender period) should also be provided by the tenderer.</i></p> |         |  |      |  |        |  |      |  |
| 06      | Whether the tenderer has full-fledged Office at Tuticorin: Indicate the office address, phone no., Mobile no./Email Id                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Address:</p> <p>Phone/Mobile Nos</p> <p>Email:</p>                                                                                                                                                                                                                                                                                                                                 |         |  |      |  |        |  |      |  |
| 07      | <p><b>TENDER FEE:</b><br/>Whether the tenderer has remitted the Tender fee (non-refundable) amount of Rs 590/- (including GST @ 18%) by way of NEFT / RTGS. The UTR / RTGS transaction statement should be uploaded as pdf in the online portal : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></p>                                                                                                                                                                                                                                                                                                                                                                         | <p align="center">YES / NO</p> <table border="1"> <tr> <td>UTR No.</td> <td></td> </tr> <tr> <td>Date</td> <td></td> </tr> <tr> <td>Amount</td> <td></td> </tr> <tr> <td>Bank</td> <td></td> </tr> </table>                                                                                                                                                                           | UTR No. |  | Date |  | Amount |  | Bank |  |
| UTR No. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Date    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Amount  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Bank    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| 08      | <p><b>Earnest Money Deposit(EMD):</b><br/>Whether the tenderer has remitted the EMD amount of <b>Rs.2,00,000/-</b>. (Offers received without EMD are liable for rejection). The UTR / RTGS transaction statement should be uploaded as pdf in the online portal : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></p>                                                                                                                                                                                                                                                                                                                                                         | <p align="center">YES / NO</p> <table border="1"> <tr> <td>UTR No.</td> <td></td> </tr> <tr> <td>Date</td> <td></td> </tr> <tr> <td>Amount</td> <td></td> </tr> <tr> <td>Bank</td> <td></td> </tr> </table>                                                                                                                                                                           | UTR No. |  | Date |  | Amount |  | Bank |  |
| UTR No. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Date    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Amount  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |
| Bank    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                       |         |  |      |  |        |  |      |  |

**ENQ.NO.242513001953**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                           |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 09 | <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 opening of Techno-commercial bid and rate accepted shall be valid for One year from the date of award of contract on rate contract basis.                                                                                                                                                                                                                                                                                         | Agreed / Not Agreed                                                                                                                                       |
| 10 | Whether agreed to provide free CFS storage for 30 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Agreed / Not Agreed                                                                                                                                       |
| 11 | Evaluation will be done on overall lowest basis for the combined operation of Customs clearance & transportation work for the estimated quantity for each item indicated in the tender. In view of the huge volumes & financial implications and to ensure smooth uninterrupted operations & strict customs compliances, the <i>L1 tenderer of the Imported Pulp/Chemicals tender will not be considered for this Imported Waste paper Tender for the current year.</i> The decision of TNPL is final & binding. <i>(Those who do not agree to this, will be disqualified).</i> | Agreed / Not Agreed                                                                                                                                       |
| 12 | <b>Banker:</b><br>Please furnish the name and address of your banker. The bank details should be certified by the respective Bank in a separate letter.                                                                                                                                                                                                                                                                                                                                                                                                                         | Name of Bank:<br>Branch:<br>Account No.<br>I F S Code:                                                                                                    |
| 13 | <b>Status of organization:</b><br>Partnership/proprietorship/Private Ltd Co/ Public Ltd Co/Public undertaking/Co-Op sector.<br><br>Please furnish the name and address of proprietor / partners / Directors.<br>Mobile Nos.                                                                                                                                                                                                                                                                                                                                                     | In case of Partnership, enclose copy of partnership deed.<br><br>In case of Limited co., enclose copy of MOU with list of directors, Address & Phone Nos. |
| 14 | <b>Declaration:</b><br>Whether the partners/directors/proprietor, as the case may be, of the company are related to any of the Employees of TNPL. In case the partners or directors or proprietor of the company are related to any of the employees of TNPL, a declaration to this effect giving the details of the name of the Employee, relationship etc., should be provided separately without which the offer will not be considered                                                                                                                                      |                                                                                                                                                           |

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 Tender No. 242513001953. (In case of any misstatement or false information furnished, the tenderer will be disqualified in the tender.)

**NOTE:**

- The due date for submission of completed tender document online in e-procurement portal, <https://tntenders.gov.in/nicgep/app> is **at 3.00 PM on 18.07.2024.**
- No late tender will be entertained. TNPL will not be responsible for any other delay in submission of bid on due date and in time.
- The BOQ template (Price Bid Template) must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable for rejection. Bidders are allowed to enter the Bidder Name and Values only.
- The signed colour scanned copy of techno-commercial document to be uploaded in the online procurement portal <https://tntenders.gov.in/nicgep/app>

|                                                                               |  |
|-------------------------------------------------------------------------------|--|
| DATE :                                                                        |  |
| ADDRESS FROM WHERE YOU RAISE INVOICE<br><br>(In case of placement of order) : |  |
| PHONE / MOBILE NO:                                                            |  |
| CONTACT PERSON:                                                               |  |
| E-Mail :                                                                      |  |
| Signature & Company Seal                                                      |  |



ENQ.NO.242513001953

**ATTACHEMENT & CHECKLIST FOR TECHNICAL CUM COMMERCIAL BID**

| Sl.No | Name of Ownership of Vehicle as per RC Book | Own / Leased | Regn. No. of Vehicle | Type/Capacity of Vehicle | Registration / F.C. Validity (Date valid till) | Insurance Validity (Date valid till) |
|-------|---------------------------------------------|--------------|----------------------|--------------------------|------------------------------------------------|--------------------------------------|
| 1     |                                             |              |                      |                          |                                                |                                      |
| 2     |                                             |              |                      |                          |                                                |                                      |
| 3     |                                             |              |                      |                          |                                                |                                      |
| 4     |                                             |              |                      |                          |                                                |                                      |
| 5     |                                             |              |                      |                          |                                                |                                      |
| 6     |                                             |              |                      |                          |                                                |                                      |
| 7     |                                             |              |                      |                          |                                                |                                      |
| 8     |                                             |              |                      |                          |                                                |                                      |
| 9     |                                             |              |                      |                          |                                                |                                      |
| 10    |                                             |              |                      |                          |                                                |                                      |
| 11    |                                             |              |                      |                          |                                                |                                      |
| 12    |                                             |              |                      |                          |                                                |                                      |
| 13    |                                             |              |                      |                          |                                                |                                      |
| 14    |                                             |              |                      |                          |                                                |                                      |
| 15    |                                             |              |                      |                          |                                                |                                      |

**Declaration:**

Copies of valid RC / FC & Insurance Certificates for the above vehicles are enclosed. Lease Agreement enclosed for leased vehicles.

Copy of CHA Licence, authorized by Tuticorin Customs is enclosed

Copy of Partnership Deed/Memorandum of Article is enclosed (in case of Partnership/Pvt Ltd)

Copy of valid Customs Cargo Service Provider License / Authorization for having the CFS in own name or in group company name

Copy of Declaration indicating the volume of containers handled per annum, year-wise for the past three years, endorsed/authorized by customs is enclosed

Proof of Experience for 3 years from 01.04.2021:

| Contract period | Name of Customer | Contract/PO/WO No. & Date |
|-----------------|------------------|---------------------------|
| 2021 – 2022     |                  |                           |
| 2022 – 2023     |                  |                           |
| 2023 – 2024     |                  |                           |

Copies of contract/Purchase order/Work orders are enclosed as per the details given above.

I/We hereby declare that the particulars furnished above are true and correct to the best of our knowledge and agree to the terms and conditions of TNPL Tender No. **242513001953**. In case of any mis-statement or false information furnished, the tenderer will be disqualified in the tender).

Date:

*Signature of the tenderer with seal*

**ANNEXURE – IX**  
**PRICE BID (BOQ)**

To

M/s. Tamil Nadu Newsprint and Papers Limited  
Chennai – 600032

Sub: Fixing up of CFS/CHA/Transport Contract for clearance and transportation of Imported Waste Paper received in 20ft &amp; 40ft Containers through Tuticorin Port

**The price to be quoted in INR in the BOQ (Excel file) and uploaded in the online portal.**

| SI.No | Item Description                                                                                                                              | UOM     | Total Basic Amount (Rs) excluding GST |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------|
| 1     | CFS/CHA/TRANSPORT CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED WASTE PAPER RECEIVED IN 20FT & 40FT CONTAINERS THROUGH TUTICORIN PORT |         |                                       |
| 1.01  | SCOPE - I - TOTAL BASIC AMOUNT FOR THE SCOPE WITHOUT DE-STUFFING OF CARGO                                                                     | Lumpsum | To be quoted in E-Portal only         |

Note:

1. The bidder should quote only the Total Basic Amount excluding GST.
2. After completion of reverse auction, the bidder should furnish the price break up for the individual items of the above SCOPE as per the Annexure-A of this Price Bid. GST shall be extra as applicable, which shall be mentioned in the break up.

The price Bid has been given as a BOQ format with the tender document. The BOQ (Protected Excel sheet) is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and fill 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.

All other terms and conditions are as per the above Tender.

I / We have read and understood all the terms and conditions of above tender and agree to abide by all of them.

The price bid to be offered in the online excel format (BOQ) provided in the E-procurement portal and uploaded in the online portal with Digital signature.

Place:

(Signature with seal)

Date:

Address:

**ANNEXURE – A TO PRICE BID**

| Sl.No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | UOM | Estimated Qty (No. of containers) | Unit Rate (Rs. Per container)          | Amount (Rs)                                           |           |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------|----------------------------------------|-------------------------------------------------------|-----------|
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     | A                                 | B                                      | C = A x B                                             |           |
| 1      | All Inclusive CHA/CFS Charges for the following works<br>"WITHOUT DESTUFFING CARGO":<br>Movement of Laden Container from Port to CFS, Laden Lift off/on, Filing Bill of Entry, Arranging Shipping Line invoice/Collection of Delivery Order, Arranging Cargo Examination & clearance by Customs officials, Loading of FCL into Tractor at CFS, and Customs Sundry Expenses, even in case of short landing of containers/splitting of shipment in subsequent voyages, Service Charges etc. |     |                                   |                                        |                                                       |           |
| i)     | 20ft container                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NO  | 1                                 | (To be provided after Reverse Auction) | (To be provided after Reverse Auction)                | <b>C1</b> |
| ii)    | 40ft container                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NO  | 3062                              | (To be provided after Reverse Auction) | (To be provided after Reverse Auction)                | <b>C2</b> |
| 2      | All inclusive Rate for Transportation of Full Containers from CFS, Tuticorin to TNPL Unit-1, Kagithapuram and transport the empty containers from Kagithapuram to Tuticorin Container yard (2 way trip – 624 KM).                                                                                                                                                                                                                                                                         |     |                                   |                                        |                                                       |           |
| i)     | 20ft container                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NO  | 1                                 | (To be provided after Reverse Auction) | (To be provided after Reverse Auction)                | <b>C3</b> |
| ii)    | 40ft container                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NO  | 3062                              | (To be provided after Reverse Auction) | (To be provided after Reverse Auction)                | <b>C4</b> |
|        | Total Basic Amount (Rs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                                   |                                        | <b>C1+ C2+C3+C4</b><br>(To be input in Price Bid BOQ) |           |

GST shall be extra wherever applicable.

**ENQ.NO.242513001953****Note:**

1. I/We have fully read, clearly understood the above individual items and have factored in the above items to quote for the scope WITHOUT DE-STUFFING. I/We shall furnish the price break up for the above individual items after completion of reverse auction.
2. TNPL may fix single contract or more than one contract for the above operations. Evaluation will be done on overall lowest basis for the combined operation of Customs clearance & transportation work for the estimated quantity indicated in the tender. In view of the huge volumes & financial implications and to ensure smooth uninterrupted operations & strict customs compliances, the *L1 tenderer of the Imported Pulp/Chemicals tender will not be considered for this Imported Waste paper Tender for the current year.* The decision of TNPL is final & binding.
3. The transportation rates quoted above should be inclusive of present and expected enroute TOLL CHARGES. No additional charges will be paid during the contract period except compensation towards diesel price variation as per formula given in the tender.
4. 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 formula given in Clause 14 in Annexure-IV-Terms and Conditions.
5. In case, we withdraw the offer or revise the rates upwards after opening of price bid & conduct of reverse auction / before finalization of order, the EMD shall be forfeited by TNPL and we have no claim whatsoever on the EMD furnished by us.

I/We read/understand and agree to all terms and conditions, obligations of CHA/Transport Contractors laid down in this Tender No. **242513001953**.

Signature of Tenderer with official stamp

Place :

Date :