

 ICSI NATIONAL AWARD FOR EXCELLENCE IN CORPORATE GOVERNANCE			Tamil Nadu Newsprint and Papers Limited Kagithapuram, Karur Dist. 639136, Tamil Nadu	
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TENDER NO.242533000336

December 20, 2024

Dear Sirs,

Sub: Transportation of Cement from TNPL Cement Factory at Kagithapuram to various destinations throughout Tamil Nadu and few destinations in other States

TNPL would like to fix up Transport Contractors for transportation of Cement for its Cement Plant from Kagithapuram to various destinations throughout Tamil Nadu and few destinations in other States.

In this connection please find enclosed the following:

Annexure – I	Scope of work and General Terms & Conditions.
Annexure – II	E-tendering Terms and conditions
Annexure – III	Terms & Conditions for Reverse Auction and Process Compliance Statement
Annexure – IV	Commercial Bid
Annexure – V	Price Bid – A (Sheet2 in BoQ is to be filled in the e-portal)
Annexure – VI	Price Bid – B (BoQ Sheet is to be filled in the e-portal)

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

The due date for submission of Tender documents including the Technical Cum Commercial Bid along with Tender fee/EMD and the Price bid online through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is 07.01.2025 on or before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 08.01.2025.

TENDER OPENING AND TECHNICAL BID EVALUATION

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

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

Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price bid opening and E-reverse auction stage.

OPENING OF THE PRICE BIDS:

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

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

- (a) Technical Bid is to be filled in the given format & uploaded.
- (b) Price Bid (BOQ) is to be filled in the given format & uploaded.
- (c) **In the e-tender, the price bids received from the technically qualified bidders will be opened electronically.**
- (d) The Lowest price obtained in the price bid (or) the rate proposed by TNPL will be fixed as opening price for reverse auction (e-auction). The minimum bid decrement, opening price, the date and time of e-auction (<https://tntenders.gov.in/nicgep/app>) will be communicated to the qualified parties through your registered Mobile number and E-mail ID in NIC portal.
- (e) The lowest offer received either through e-portal price bid (BOQ) or through e-auction whichever is lower, will only be considered for placement of order.**

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

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

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

1) The tenderer should have minimum three years experience in transporting bulk materials by road through truck during the last three years, i.e., Financial year 2021-22/2022-23/2023-24.

Documentary proof should be enclosed along with tender document for experience in the form of purchase/work order copies / transport agreements for past THREE YEARS

2a). The tenderer should have minimum **2 Nos. of own 12.80 MT capacity trucks and 3 Nos. of own 19.50/25 MT capacity trucks** in his name in the case of proprietary concern, individual partner's name or firm name in the case of partnership firm and the company's name in the case of public limited and private limited. The photocopies of complete RC Book particulars (**all the pages of RC**), permit, current insurance certificate copies and copy of the partnership deed in the case of partnership firm should be enclosed. The tenderer shall be in a position to submit the original RC for verification within five days of intimation.

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2b). **The tenderer should have minimum 5 Nos.of tie-up trucks for a period of atleast 15 months from January-2025.** The tie-up agreements should have been signed before the due date for submission of tender. The tie-up agreement should be in ₹20/- judicial stamp paper for a period of 15 months from Jan-2025 between the truck owner and the transport contractor and the **lease agreement in original to be produced.** The photocopies of complete RC Book particulars (all the pages of RC), permit and current insurance certificate copies should be enclosed. The tenderer shall be in a position to submit the original RC for verification within five days of intimation.

2c) For all the destinations in Kerala, the awarded contractor should provide trucks with side door opening or open platform trucks for easy unloading.

The details of trucks owned and tie-up trucks should be furnished in the prescribed format. **If the Tenderers have 10 nos.of own trucks, tie-up arrangements will not be required and the Tenderers can offer and furnish the details of own trucks for minimum 10 nos. Please note that tippers and closed trucks will not be considered.** The original RC Books and permit shown by the tenderer in the commercial bid are to be produced for the verification immediately for processing the tender.

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

Tenderers are requested to remit EMD & Tender Fee payment through NIC online payment gateway 3 days before due date of tender.

EMD: **EMD of Rs 2,00,000/- (Rupees Two Lakhs)** should be remitted through NIC online payment gateway along with the Technical cum Commercial Bid.

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

Note : Tender fee and EMD should be remitted separately.

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

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

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

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- 4) In addition to the Earnest Money Deposit, the successful tenderer should agree to submit Bank Guarantee towards **Material in Transit for ₹2,00,000/-**.
- 5) Acceptance of Price validity as per tender.
- 6) Submission of tender within due date and time.
- 7) The contractors who had worked earlier for TNPL and whose performance was found bad/unsatisfactory/blacklisted will not be considered. TNPL's decision is final in this regard.
- 8) The tenderer should quote for all the scope of work as mentioned in the Price Bid – A (Sheet2 in BoQ (to be filled in online)) otherwise their offer is liable for rejection.

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

VALIDITY OF OFFER:

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

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

Thanking you,

Yours faithfully,
for TAMIL NADU NEWSPRINT AND PAPERS LIMITED,

DGM (Purchase)
Encl: as above

SCOPE OF WORK & TERMS AND CONDITIONS FOR TRANSPORTATION OF CEMENT

1. SCOPE OF WORK

Transportation of Cement from TNPL cement factory at Kagithapuram to various destinations throughout Tamil Nadu and few destinations in other States. The awarded transport contractor should arrange trucks for Cement transportation as per instructions of Cement Marketing department. Cement will have to be delivered to dealers / customers / consignment agents, private parties, Government Departments etc., within the stipulated time on F.O.R.basis.

2. LOADABILITY:

The loadability tonnage of our materials is 12.80 MT for single rear axle Normal truck, 19.50 MT for double rear axle truck and 25 MT (12 wheels) & 30.50 MT (14 wheels) for Multi rear axle trucks. **TNPL will not permit to load more than the above quantity. TPAs will be issued as per the dealers’s requirement and the orders received by Marketing Department only and to a maximum of the allowable passing weight endorsed in the RC of the respective vehicle. Tenderers are requested to quote their rate as per the above conditions.**

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

Also it is the responsibility of the tenderers to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federation and any other statutory regulations.

3. RATE –

(a) The **PRICE BID-A** (Sheet 2 in BoQ (to be filled in online)) enclosed is covering all the destinations in Tamil Nadu in **Annexure-V** for deliveries in the following slabs

FOR PRICE BID-A ONLY(Sheet 2 in BoQ (to be filled in online))

- (i) Upto 30 KM
- (ii) 31 to 60 KM
- (iii) 61 to 100 KM
- (iv) 101 to 150 KM
- (v) 151 to 200 KM
- (vi) 201 to 300 KM
- (vii) 301 to 400 KM
- (viii) 401 KM and above

The tenderer shall quote their rate per MT basis. For the first slab of upto 30 KM, flat rate per MT alone is to be quoted. For all others, the rate per Kilometre per Metric Tonne shall be quoted. Transport charges for each destination will be calculated on telescopic basis as per illustration given below.

The rate quoted by the tenderer should be inclusive of present and anticipated enroute toll charges.

ILLUSTRATION:

Distance Slab (KM)	Rate in Rupees
Upto 30	a =Flat rate per MT
31 to 60	b=Rate per KM/MT
61 to 100	c=Rate per KM/MT
...	...
...	...
...	...

For example, for a destination at 75KM, the applicable rate per MT will be = ₹ [a+(b x 30)+(c x 15)]

The tenderers are advised to note that, **the evaluation will be done on overall L1 basis based on the rates quoted by the tenderers for the projected quantity against each slab.**

The tenderers are advised to note the following:

i) If bidder reduced the rate in reverse auction for the overall value in Slab Wise rate (Sl.No.2) of BoQ, the % of reduction will be applied for all the Slab rates.

SIGNATURE WITH SEAL OF TENDERER

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FOR PRICE BID-B ONLY (BoQ Sheet (to be filled in online))

- (b) The **PRICE BID-B (BoQ Sheet (to be filled in online))** enclosed for few destinations in other States is in Annexure-VI. The tenderer shall quote their rate per MT basis for the above destinations.
If bidder reduced the rate in reverse auction for the destinations (Sl. No.1.01 to 1.29), the same rate only consider for the evaluation.

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

Tenderers are requested to remit EMD & Tender Fee payment through NIC online payment gateway 3 days before due date of tender.

EMD: EMD of Rs 2,00,000/- (Rupees Two Lakhs) should be remitted through NIC online payment gateway along with the Technical cum Commercial Bid.

TENDER FEE: In case, the tenderer has downloaded the tender document from websites, Tender Fee of Rs.590/- is to be remitted through NIC online payment gateway.

Note : Tender fee and EMD should be remitted separately.

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

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

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

5. VALIDITY:

The rate quoted against the tender should be kept valid for a minimum period of **90 days** from the date of Closing of on-line auction. During the validity period, bidder is not permitted to make any upward revision in the rate or withdraw his offer. **In case of withdrawal of offer or revision of rate as stated above, the EMD amount will be forfeited and suitable penal action will be taken.** The rates finalized against this tender will be valid for a period of **ONE YEAR** from the date of release of purchase order. During the validity period of the order, no upward revision in price will be allowed.

The rate shall be firm and fixed and not subject to any escalation for any reason what so ever except revision in diesel price (as per clause no.19) during the validity period agreed between TNPL and transporter.

In exceptional circumstances, TNPL may solicit the Tenderers' consent for an extension of the period of validity. The request and the responses thereto shall be made in writing.

SIGNATURE WITH SEAL OF TENDERER

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6. QUANTITY
(a) For all the Districts in Tami Nadu:

Quantity to be moved will be approximately **2.96 lakhs MT per annum** as detailed below. It may vary from time to time. The tenderer selected for the appointment as transport contractor will be allotted a specific selected tonnage to transport daily and the instructions issued in this regard should be complied immediately without fail. In the case of default, penalty will be levied as per the tender conditions.

Sl.No.	Slab (KM)	Approximate quantity to be moved per annum against each slab (MT)
01	Upto 30	14,000
02	31 to 60	10,000
03	61 to 100	16,000
04	101 to 150	40,000
05	151 to 200	76,000
06	201 to 300	60,000
07	301 to 400	75,000
08	401 and above	5,000
Total Quantity		2,96,000

The quantity indicated above is only tentative and may vary according to market condition. The above details are furnished only for the purpose of tender evaluation.

(b) For few Destinations in other States:

Quantity to be moved will be approximately **36,500 MT per annum** as detailed below. It may vary from time to time. The tenderer selected for the appointment as transport contractor will be allotted a specific selected tonnage to transport daily and the instructions issued in this regard should be complied immediately without fail. In the case of default, penalty will be levied as per the tender conditions.

Sl. No.	Destination	Approximate Quantity to be despatched per annum
1	Puducherry	2000 MT
2	Karaikkal	1000 MT
3	Ooty	500 MT
4	Yercaud	500 MT
5	Thalavadi	500 MT
6	Kodaikanal	500 MT
7	Valparai	500 MT
8	Kadambur (Sathiyamangalam Hills)	500 MT
9	Kongahalli (Thalawadi Hills)	1000 MT
10	Kaadakanalli (Kadambur Hills)	500 MT
11	Thattakarai (Burgur Hills)	500 MT
12	Germalam Hill area (Thalawadi Hills)	500 MT
13	Sholayar Dam – Hill area (Coimbatore)	500 MT
KERALA		
14	Adoor	4000 MT
15	Kollam	2000 MT
16	Calicut	1000 MT
17	Kannur	2000 MT
18	Wayanad	2000 MT
19	Vadakara	2000 MT
20	Idduki	3000 MT
21	Nedumkandam	1000 MT
22	Thrissur	500 MT
23	Pathanamthitta	500 MT
24	Thiruvananthapuram	1500 MT
25	Ernakulam	500 MT
26	Alappuzha	1000 MT
27	Palakkad	1000 MT

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KARNATAKA		
28	Bangaluru	5000 MT
29	Mysuru	500 MT

The quantity indicated above is only tentative and it may vary according to market condition. The above details are furnished only for the purpose of tender evaluation.

7. TRANSIT TIME:

- i. For deliveries Tamil Nadu : Within 24 Hours from the time of invoice.
- ii. For other States : Within 48 Hours from the time of invoice.

8. TRANSPORTING OPERATIONS:

- a) The awarded transport contractor should arrange Trucks for transportation of cement from TNPL plant as designated by the officials then and there.
- b) The Transport Contractor should provide sufficient Trucks for loading. The minimum quantity of cement to be transported per month will be specified by TNPL.
- c) At the loading point, the consignment will be loaded into truck in the presence of the contractor or his authorised representative. The acknowledgements of the contractor or his authorised representative will be obtained for having handed over the consignment in good condition with correct weight.
- d) The road distance from TNPL plant will be calculated by taking into account the shortest available from the plant to the respective destinations and decision taken by the Management of TNPL in this regard will be final and binding on the contractors.
- e) In the event of collection of additional transport charges from the customers/consignees, over and above what TNPL would be paying to them on presentation of the bills, the contract would be terminated.
- f) For any of the despatches to the destination specified with an extra distance of 40KM, the transporter has to deliver at free of freight with maximum of five deliveries for the trip as directed by the customers/consignees if required without any refusal, failing which action will be initiated as deemed fit.
- g) For any of the despatches to the destinations hill stations ie. Ooty, Yercaud, Thalavadi, Kodaikanal, Valparai, Kadambur, Kongahalli, Kaadakanalli, Thattakarai, Germalam and Sholayar Dam with an extra distance of 15 KM the transporter has to deliver at free of freight with maximum of three deliveries for the trip as directed by the customers/consignees if required without any refusal, failing which action will be initiated as deemed fit.
- h) The contractor should make adequate arrangements for the safe transportation of the goods by providing facilities like covering the lorries with good quality of tarpaulins to ensure that goods are not damaged due to weather condition till its delivery to the consignees. The tarpaulin should be tied-up with rope and properly sealed before departure of truck from factory premise. The sealed tarpaulin should be opened in the presence of customer / consignee only. In the case of any complaint, the transporter will be responsible. The body of the truck positioned for loading at loading point should be clean and in dried conditions. In case, the cement bags are damaged due to rain water entry while in transit, recovery will be made towards the cost of damaged bags upon the certification by respective dealers.
- i) All the vehicles deployed by you should be roadworthy and must have necessary fitness and registration documents from the competent authority. We reserve the right to check these documents at any stage and time.

SIGNATURE WITH SEAL OF TENDERER

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- j) It shall be your responsibility to take proper delivery of the consignment at the loading point in terms of number of bags as well as weight in the individual bags as mentioned in the consignment notes. Once the consignment note is prepared and cement is handed over to you for transportation, then you shall be totally and solely responsible for safe intact delivery of the consignment to the consignees. In case of theft, pilferage, short delivery, damages or non-delivery of the consignment within the prescribed time, we reserve the right to recover the liquidated damages from you, besides the cost of the material.
- k) You shall neither unload the cement bags at any place enroute nor you shall transship the cement bags from vehicle to another vehicle enroute except under exceptional circumstances when the vehicle go under breakdown or are involved in some mishap while enroute. All such cases shall be immediately brought to our notice without delay. In case it comes to our knowledge that you have either unloaded the cement bags enroute or transshipped the cement bags from one vehicle to another vehicle without our knowledge, then we shall reserve the right to recover the liquidated damages for all such transshipment.

9. DISTRIBUTION OF ORDERS: Orders will be entrusted for movement, to the transport contractors on **equitable distribution** basis. However, TNPL reserves the right to decide the distribution pattern including authorisation, among the transport contractors subject to their performance.

10. TRUCK PLACEMENT ADVICE:

- The Truck Placement Advice (TPA) will be issued by Marketing department between 8.00 AM and 8.00 PM every day.
- Your representative shall collect truck placement advice between 8.00 AM and 8.00 PM every day from Marketing Department and place trucks for loading.
- **Transporter has to place trucks within 8 hours from the time/date of receipt of truck placement advice.**
- **The Transporter should take responsibility to collect the TPA at the above specified time.**
- The Truck Placement Advice (TPA) will also be sent by E-Mail to the responsible person of your organization.
- If orders are received after 8.00 PM, the Marketing Department will be immediately issuing the TPAs for those orders also. The transporter can also place the trucks against the TPAs received after 8.00 PM and in case if the trucks are not readily available, the time and date of such TPA issued after 8.00PM will be considered as 8.00 AM on the next day and the trucks can be placed within 8 hrs.
- To provide timely service to the customers, LSFM Marketing Department may issue the TPAs for the orders received after 8.00PM to the transporter whoever is able to place the trucks immediately.
- The Transport Contractor should provide Trucks for 12.80 MT against the truck placement advice issued.
- The transporter shall keep sufficient manpower to carry out their activities at our Marketing office. If any delay happens due to want of manpower, Marketing Dept will impose suitable penalty on the transporter.
- The representative of the transporter has to check the invoice whether the TIN/VAT/CST number has been printed. If the trucks leave without the above details in the invoice and subsequently check post authorities impose penalty on the transporter, the transporter has to take all liabilities including the delay of truck. The applicable penalty clause for transit delay will also be imposed.

SIGNATURE WITH SEAL OF TENDERER

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- The transporter has to place the trucks in good condition for the loadable quantity as per truck placement advice.

11. PENALTY TOWARDS NON-PLACEMENT OF TRUCKS:

If the truck is not placed within the time specified in Clause No.10 above, a penalty of Rs.50/- per MT per day will be charged on the transporter, also TNPL will make its own arrangements for engaging trucks from open market. **The additional expenditure incurred by such arrangements over and above the existing purchase order rate for each truck will be charged on the defaulted transporter.** If there are no pending bills due to the defaulted transporters, the penalty amount will be recovered from the Security Deposit/Bank Guarantee submitted by the tenderer.

12. LIQUIDATED DAMAGES FOR POOR PERFORMANCE:

In every calendar month, the transport contractor has to perform the minimum monthly quantity specified by TNPL failing which an amount of ₹5/MT for shortfall quantity with respect to the minimum quantity will be levied as LD charges and the same will be adjusted from the freight bills or from the security deposits. If the contractor fails to perform continuously for a period of three months, the contract will be terminated by giving 7 days notice.

13. LOADING & UNLOADING:

Loading of the material at the Factory will be arranged by TNPL. The freight rate quoted shall be **without unloading charges at each destination** as mentioned in the enclosed price bids. Unloading will be done by the customers / consignees / consignment agents in the respective destinations.

14. LOADING AT TNPL FACTORY

The timings of loading at TNPL premises as per the rules prevailing at TNPL shall be adhered to.

15. DELIVERY OF MATERIALS

It is the transporter's responsibility to deliver the material at the destinations in the same condition in which the material is loaded in the trucks and any loss due to damage, shortage and non delivery etc will be to transporter's account. Once the consignment is loaded, it is the responsibility of the transporter to ensure that the consignment reaches the destination in safe condition.

16. PENALTY FOR DELAY IN DELIVERY:

The transporter should strictly deliver the materials to various destinations well within the transit time as mentioned in clause no.7. If the transporter fails to deliver the material within the transit time allowed, a penalty of ₹25/- per MT will be imposed. **TNPL will take suitable action against the transporter who regularly default in placing trucks and delay in delivering the material.** The date and time of receipt mentioned in the acknowledgement will be considered for transit time.

17. COMMENCEMENT OF WORK

The transporter shall commence the transportation of Cement from TNPL, Kagithapuram immediately on receipt of intimation/award of contract/work order.

18. ACKNOWLEDGEMENT

Transporter shall obtain acknowledgement in the Goods Consignment Note(GCN)/Lorry Receipt (LR) itself from the Customer/Customers' authorized representative/Consignment Agent in the respective destinations on delivery of material and the same shall be submitted along with the freight bills. The date and time of receipt of material mentioned in the acknowledgement will be considered for transit time. In case of damage to cement bags, full details of damage to be entered in the GCN/LR and get the acknowledgement of the Customer/Customers' authorized representative/ Consignment agent in the respective destination.

SIGNATURE WITH SEAL OF TENDERER

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In case, the transporter is not able to produce the receipted GCN/LR referred above due to loss of GCN/LR or by any reason, an indemnity bond should be executed in the prescribed format available with our Accounts Department and submit the same along with photocopy of the receipted GCN/LR and the freight bill.

19. 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 cumulative increase/decrease reaches beyond 5% from the revised rate.

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

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

20. TERMS OF PAYMENT & SUBMISSION OF BILLS:

The transporter shall submit their bill, as and when they receive the supporting vouchers and acknowledgements. 100% Payment shall be effected within 10 days through RTGS from the date of certification of freight bills at Marketing Department subject to remarks in the GCN/L.R. If the bills submitted by you are incomplete, TNPL cannot take responsibility for delay in payment. Bills presented through Bank are not acceptable.

The transporter shall have no claim for any interest or any other compensation with respect to any delay in payment of their interim or final bills or refund of their Security Deposit or in respect of any amounts which may be in TNPL's hands owing to any dispute between TNPL and the transporter.

21. GOODS & SERVICE TAX:

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

22. COMMUNICATION FACILITIES:

Transporter shall have an office at Cement Plant site with communication facilities to facilitate co-ordination with Marketing Department on day to day basis. The transporter should also ensure availability of their representative at TNPL cement plant on all the days including Sundays/Holidays.

23. DRIVING LICENSE:

The Drivers employed by the transporter shall possess valid driving license and TNPL reserves the right to check these papers and Certificate of Insurance as and when required. TNPL shall in no way be responsible for violation of transport regulations by the transporter and their crew. In the event of complaint that the transporter is violating the traffic rules, TNPL at its discretion may cancel the contract.

24. TRANSPORT REGULATIONS:

It is the responsibility of the transport contractor to take care of the RTO regulations for load restrictions and any restriction on load limitation by Lorry Owner Association and any other statutory regulations, TNPL shall not be responsible for violation of transport regulations by you and your crew.

SIGNATURE WITH SEAL OF TENDERER

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25. DAMAGES TO PUBLIC PROPERTIES:

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

26. COMPENSATION:

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

27. PERFORMANCE REVIEW AND CANCELLATION OF CONTRACT:

The performance of the successful tenderers would be monitored constantly. If the performance does not improve even with sufficient written notices, TNPL can take appropriate action including forfeiture of Security Deposit beside termination/Cancellation of the contract. TNPL also reserves the right to claim compensation for the losses incurred, if any.

28. SAFETY RULES:

All safety precautions with respect to movement of vehicle within the factory premises shall be strictly adhered to.

29. TENDERS LIABLE FOR REJECTION:

The following tenders are liable for rejection summarily:

Tenders submitted by Tenderers who resort to canvassing.

Tenders who do not fulfill all or any of the conditions laid down in the tender document.

Tenders who contain uncalled for remarks and conditional offers.

Tenders received without EMD and Tender Fee.

30. REJECTION OF TENDER:

TNPL will not assign any reason for rejection of any tender. TNPL shall have the right

to reject any or all tenders

to split the quantum of work to two or more tenderers

to entrust the work in part and not in its entirety.

31. JURISDICTION:

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

32. SUBLETTING OF CONTRACT:

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

33. TRANSPORTER LIABLE FOR DAMAGES:

If the transporter or his employee shall break, deface injure or destroy any part of a building in which they may be working or any other building, roads, fence, enclosures, water pipes, cables, drains, electric or telephone post or wires or any cultivated grounds or if any damage shall happen to any plant, equipment and materials while in progress from any cause whatsoever, the transporter shall make good the same at his own expense or in default, TNPL may cause the same to be made good by any other agency and deduct the expenses (of which the certificate of TNPL shall be final) from any sums that may be, or may at any time thereafter become due to the transporter, or from his security deposit.

SIGNATURE WITH SEAL OF TENDERER

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34. INSURANCE FOR WORKMEN EMPLOYED BY THE TRANSPORTER

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

- a) The Transporter shall faithfully comply with the provisions of the Factories Act 1948, ESI Act 1948, the Contract Labour (Regulation and Abolition) ACT -1970, the Workmen's Compensation Act 1923, Employees Provident Fund Act 1952 and any other law for the time being in force and applicable to contract workmen for the staff/workmen engaged for co-ordination work by them for the entire contract period before commencement of work. The Transporter shall fully indemnify the Company for any loss or damage or any liability incurred by the Company due to any default or non observance by the transporter of any of the provisions of the above mentioned enactment.
- b) TNPL is not liable for any injury or accident which may be caused to the operating crew or work men within the factory premises and outside. It is therefore the responsibility of the Transporter to insure his Truck crew and workmen working at the TNPL factory adequately and Insurance Policy is to be produced to TNPL before commencing the work. ROAD SAFETY POLICY (un-named) should be taken by the successful transporter before commencement of work. This policy provides coverage for death due to any accident to the transporters' crew/or loading men inside the premises upto ₹1,00,000/- and additionally ₹1,00,000/- towards Medical expenses for treatment of injury due to accident inside the factory premises and outside. This is in addition to workmen compensation policy, which is currently being arranged by the transporter. Further, it is the responsibility of the transport contractors to meet all the statutory obligations for their workmen or operating crew.

35. TNPL NOT RESPONSIBLE FOR TRANSPORTERS' EMPLOYEES:

The transporter may employ such employees as he may think fit and the employees so employed shall be the employees of the transporter, for all purposes, whatsoever, and shall not be deemed to be in the employment of TNPL for any purpose, whatsoever.

If under any circumstances whatsoever, TNPL is held liable or responsible in any manner, whatsoever for the default or omission on the part of the transporter TNPL shall be reimbursed by the transporter for the same, as also any other expenses or costs incurred by TNPL in any proceedings or litigation as a result of any such claim, demand or act on the part of the employees/representatives of the transporter.

36. FORCE MAJEURE:

TNPL and the transporter shall be under no liability for the fulfillment of the 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 Government 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 2 days of the intervention and within 7 days of the cessation of such circumstances.

SIGNATURE WITH SEAL OF TENDERER

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[10]

37. OTHERS:

If necessary and desires so, TNPL may issue required amendments to any condition(s) laid there above.

38 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.

39. NOTE:

The tenderers are advised to offer their best possible rate. The negotiation will be conducted with technically and commercially acceptable lowest bidder. In case the lowest negotiated rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder. If the reduced rate of the lowest bidder after negotiation is still considered high, TNPL has the right to cancel the tender and re-tender. TNPL reserves the right to negotiate with other tenderers to match the negotiated L1 rate, and finalize two or more additional contractors depending on the requirement.

SIGNATURE WITH SEAL OF TENDERER



TENDER NO:242533000336**ANNEXURE – II: E-TENDERING TERMS AND CONDITIONS****INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER**

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

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

The procedures to be followed are explained below:

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

b) Price Bids are to be filled in the e-portal in the relevant web pages enabled for the bidders.

Price bids will be opened before- reverse auction.

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

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

1 REGISTRATION:

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

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

e-mail : support.etender@nic.in

Contact No.: 044 – 24461505

2. TNPL IT HELPDESK:

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

3.0 SYSTEM REQUIREMENT:

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

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

4.0 SEARCHING FOR TENDER DOCUMENT:

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

5.0 PREPARATION OF BIDS:

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

6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:

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

- 6.1 Bidder should log- in to the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.2 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.

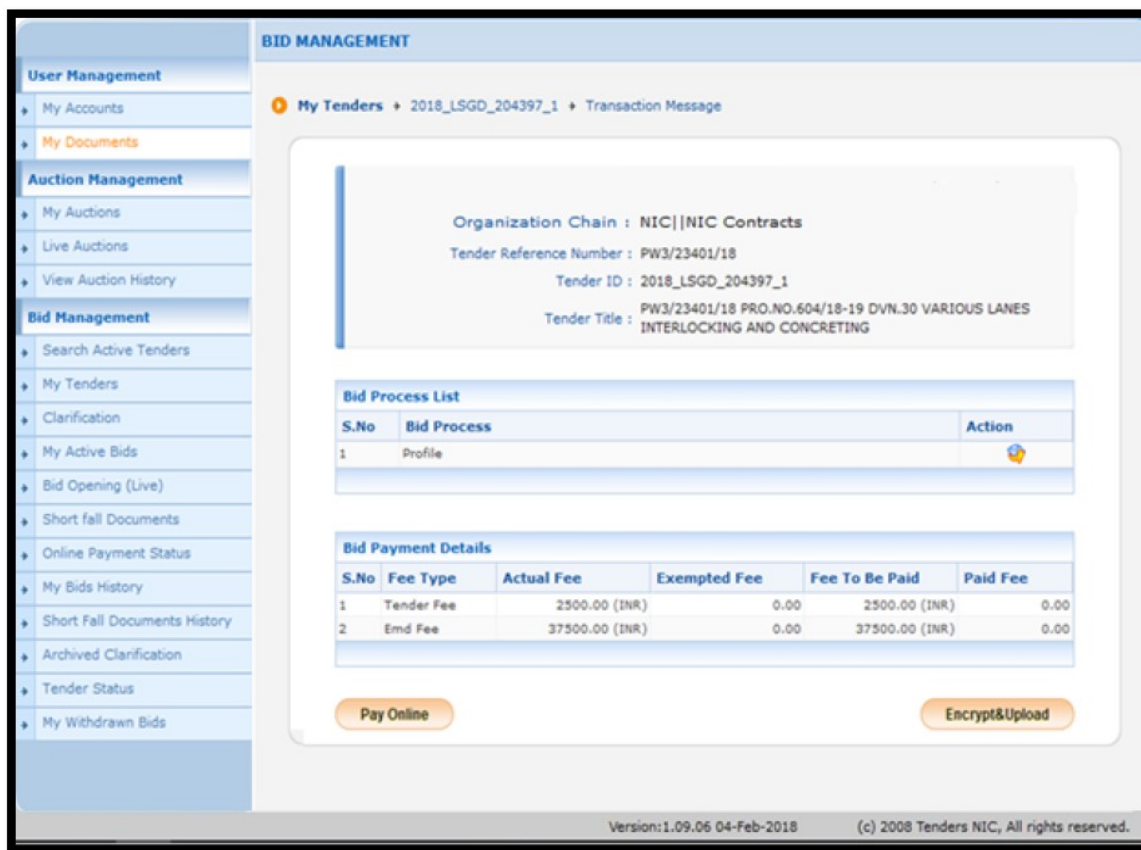
Procedure for Tender fee and EMD Payment:

- 6.3 Bidder has to select the payment option as “Online” to pay the tender fee and EMD through NIC online payment gateway. Please read the instructions below before proceeding for online payment :
- 6.4 Remittance of Tender Fee & EMD should be made only in single transaction.
- 6.5 Avoid last minute transaction of Tender fee & EMD. Please ensure to remit the Tender fee & EMD payment 2 - 3 days prior to tender due date.
- 6.6 In case of any issue, please contact our helpdesk : support.etender@nic.in / eps.support@tnpl.co.in.
- 6.7 If payment is already done, but system is still showing “Pay Online” button. Please click on Pay Online >> SBI MOPS >> Submit >> Payment Verification. Once the payment status is updated on the portal, pay online button will disappear. If your account is debited, please wait till next working day for status update.
- 6.8 If Payment status shows “Pending”. Bidder should check the payment status on periodic basis till it shows success. The portal shows the current payment status as it is received from the bank. To check the current payment status, bidder may login into the account and click Pay Online >> SBI MOPS >> Submit >> Payment Verification.
- 6.9 If your account is not debited, you can cancel the previous transaction by clicking on “cancel” button.
- 6.10 After making a successful payment, if the bidder didn't complete the bid submission process or Freeze the bid by following due process, such bid will be considered as invalid and the total Fee / Amount (Tender Fee, EMD etc) paid will be automatically refunded to the bidder's account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.

6.11 If the bidder withdrew its bid within due date & time then also the bid will be considered as invalid bid. In such cases, Total Fee/Amount (Tender Fee, EMD etc) will be automatically refunded to bidders account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.

Step by step procedure for making online payment:

- **Tenderers are requested to remit Tender fee & EMD payment through NIC online payment gateway well in advance (atleast 2 – 3 days before due date of tender submission).**
- Click **“Pay Online”** when you reach below page while Online Bid Submission.



The screenshot displays the 'BID MANAGEMENT' section of a web portal. On the left is a navigation menu with categories like 'User Management', 'Auction Management', and 'Bid Management'. The main content area shows details for a specific tender:

- Organization Chain :** NIC|NIC Contracts
- Tender Reference Number :** PW3/23401/18
- Tender ID :** 2018_LSGD_204397_1
- Tender Title :** PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Below this, there are two tables:

Bid Process List		
S.No	Bid Process	Action
1	Profile	

Bid Payment Details					
S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	2500.00 (INR)	0.00	2500.00 (INR)	0.00
2	Emd Fee	37500.00 (INR)	0.00	37500.00 (INR)	0.00

At the bottom of the main content area, there are two buttons: **Pay Online** and **Encrypt&Upload**.

Version: 1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

- Click **“Confirm to Pay”** to proceed with the payment gateway
- Verify the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit.
- Read **Terms and Conditions**, and then click **Submit**.
- Bidders should choose the type of transaction (i.e. Net Banking : SBI / Other Banks and Other Payment Modes : NEFT/RTGS) and proceed for payment.
- Once the type of transaction is selected it navigates to the respective landing page. The step by step details for making payment (Net Banking : SBI / Other Banks) are given below:

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a) SBI : NET BANKING :

- Bidder with SBI account may click **SBI** option to proceed to its Net Banking Page
- Enter user ID and Password and Click on **Login** to proceed.
- After checking the payment details, Click **Confirm** button to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.
- Then bidder will receive bank response immediately by verifying the payment status (click on **Pay Online >> SBI MOPS >> Submit >> Payment Verification**), whether it is **Successful** or not. In case, payment is debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.
- If payment is successful, then Click **Next** to go to Bid Preparation details
- Please ensure that the **Pay Online** option (bid submission) should not appear after successful payment. Then bidder may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

b) OTHER BANKS:

- Bidders with other bank account may click **Other Banks** option to proceed to Net Banking Page.
- Bidder should select the appropriate Bank from selection page.
- After selecting the appropriate bank, Click Make Payment Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.
- After successful payment, system will direct you to payment confirmation page.
- Then bidder will receive bank response immediately by verifying the payment status (click on **Pay Online >> SBI MOPS >> Submit >> Payment Verification**), whether it is **Successful** or not. In case, payment is debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.
- If payment is successful, then Click **Next** to go to Bid Preparation details
- Please ensure that the **Pay Online** option (bid submission) is not shown after successful payment.. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

Note: For other payment mode, please refer Bidder Manual for Online Payment in eProcurement Portal (Tender Fee, EMD & others) available at <https://tntenders.gov.in/nicgep/app>.

TENDER NO: 242533000336**[6]**

- 6.13 Bidder should prepare and submit the Tender fee & EMD as per the instructions specified in the Bid document.
- 6.14 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.
- 6.15 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.
- 6.16 The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers
- 6.17 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.
- 6.18 The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid.**
- 6.19 In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.
- 6.20 During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.
- 6.21 The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.
- 6.22 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.
- 6.23 It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 6.24 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.

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TENDER NO: 242533000336**[7]**

6.25 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.

6.26 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.

6.27 Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.

6.28 No deviation to the technical and commercial terms & conditions are acceptable.

6.29 Bidders are required to sign in each page of the Bid specification.

6.30 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.

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9.0 ASSISTANCE TO BIDDERS:

9.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person / email ID indicated in the Notice inviting tender.

9.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

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

10.0 SUBMISSION OF HARD COPIES OF DOCUMENTS, IF REQUIRED

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

11.0 E – TENDER AND E- REVERSE AUCTION

11.1 In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. The Lowest price obtained in the price bid (or) the rate proposed by TNPL will be fixed as opening price for reverse auction (e-auction). Technically Qualified Bidders only will be allowed to participate in the E- Reverse auction process.

11.2 After opening of the Price Bid, the Bidders who shall become eligible to participate in the Reverse Auction as per the conditions stated in this Document, known as the Qualified Bidders, will be intimated about their qualification through notification on the <https://tntenders.gov.in/nicgep/app> website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the <https://tntenders.gov.in/nicgep/app> website and log in to see whether they have qualified or not. TNPL will not be responsible for non-receipt of email by the Bidder and its consequences.

11.3 E-Bidding is the process of inviting final price offers from the Qualified Bidders through internet for the purpose of determination of the lowest Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Auction).

11.4 The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put his price Bid below the displayed current L1 Bid by decrement as specified in above point, to become the L1 Bidder. The lowest price obtained after completion of the Reverse Auction Process, shall be the Closing Price and the bidder quoting the same will be considered as the L1 bidder.

11.5 The electronic Bidding process for E-reverse auction will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put his price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 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>.

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

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

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

12.0 ABOUT DIGITAL SIGNATURE CERTIFICATE:

12.1 A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic Reverse Auction on <https://tntenders.gov.in/nicgep/app> website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a Class III DSC of signing type from any Certifying Authority or their authorized agencies in India.

12.2 The Bidder may note that only one user id will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to NIC for mapping.

12.3 The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.

12.4 It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by TNPL

13.0 TERMS AND CONDITIONS FOR E-REVERSE AUCTION:

13.1 After completion of the online E-Reverse Auction, the lowest price shall be available for further processing.

13.2 If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Auction then TNPL may scrap the online Reverse Auction process and may proceed with the lowest Price Bid received through e-tendering for further processing.

13.3 Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible to participate in E-Reverse Auction process.

13.4 Online Reverse Auction shall be conducted by TNPL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.

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

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

TENDER NO: 242533000336**ANNEXURE – III****TERMS AND CONDITIONS FOR REVERSE AUCTION:****Contact Details:**

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

Selection process of vendors:

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

All other terms and conditions are as per TNPL tender.**Bidding Price Format:** Bidders should quote the **Rate on per MT basis in INR.**

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

All other terms and conditions are as per TNPL tender.**Opening Price:**

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

Bid Decrement:

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

Bid event format:

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

Quantity/Specifications/Terms and Conditions:

Please refer the Annexure - I for the above details.

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



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MM/SP/TENDER: **242533000336**

EVENT INFORMATION

Extension Rule:

- There would be system generated Auto Extensions of 10 minutes each, if there is a bid placed by any participating supplier(s) in the last 5 minutes.
- Extension of 10 minutes would happen for any number of times, if bid(s) is/are placed in the last 5 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 5 minutes.

Illustration:

- If a bid is placed between 14:55 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.10 hours.
- If no bids are placed between 14:55 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

Validity:

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



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ANNEXURE – III

PROCESS COMPLIANCE STATEMENT

Bid Event to be held for Transportation of Cement from TNPL Cement Factory at Kagithapuram to various destinations throughout Tamil Nadu and few destinations in other States.	TNPL TENDER NO	242533000336 Dt.20.12.2024
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Name of the Organization:

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

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

- h) We will not divulge either our bids or those of other Vendors to any other external party.
- i) We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
- j) Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- k) Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- l) Our participation in a bid event is by invitation from TNPL.
- m) TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- n) Bids once made cannot be withdrawn or modified under any circumstances.
- o) TNPL can decide to extend, reschedule or cancel the auction.
- p) 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.
- q) 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.
- r) 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.
- s) TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.
- t) **Validity:**

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

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

TECHNICAL-CUM-COMMERCIAL BID

**TRANSPORTATION OF CEMENT FROM TNPL CEMENT FACTORY,
KAGITHAPURAM TO VARIOUS DESTINATIONS THROUGHOUT TAMIL NADU
AND FEW DESTINATION IN OTHER STATES**

Note: Before filling up the details, please carefully read all the points. No correction or overwriting is allowed. The tenderer should fill all the details in the commercial bid without fail.

01.	Name of Tenderer on whom order to be released:	
	Door No./Street	
	Name of Village/Place/City:	
	District / PIN Code	
	Name of the Contact person	
	Phone / Mobile No	
	E-mail ID	
	Income Tax PAN No.(copy of PAN card should be enclosed)	
	GST Registration No.(copy of Registration should be enclosed)	
02	Name of the Proprietor / Partner / Directors of the company:	
03	Whether the tenderer has minimum three years experience in transporting bulk materials by road through truck during the last three years, i.e., Financial year 2021-22, 2022-23 & 2023-24. The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years. (relevant documents to be uploaded in e-procurement portal)	YES / NO
04	a) Whether the tenderer has minimum 2 Nos. of own 12.80 MT capacity trucks and 3 Nos. of own 19.50/25 MT capacity trucks in his name in the case of proprietary concern, individual partner's name or firm name in the case of partnership firm and the company's name in the case of public limited and private limited. The photocopies of complete RC Book particulars (all the pages of RC), permit, current insurance certificate copies and copy of the partnership deed in the case of partnership firm should be enclosed. Original RC books should be produced for verification at short notice. (relevant documents to be uploaded in e-procurement portal)	YES / NO
04	b) Whether the tenderer has minimum 5 Nos. of tie-up trucks for a period of atleast 15 months from Jan-2025. The tie-up agreements should have been signed before the due date for submission of tender. The tie-up agreement should be in ₹20/- judicial stamp paper for a period of 15 months from Jan-2025 between the truck owner and the transport contractor and the lease agreement in original to be produced. The photo copies of complete RC Books particulars (all the pages of RC) permit and current insurance certificate copies should be enclosed. Original RC books should be produced for verification at short notice. (relevant documents to be uploaded in e-procurement portal)	YES / NO

05	EARNEST MONEY DEPOSIT: Whether the tenderer has sent EMD amount of ₹2,00,000/- (remitted through NIC online payment gateway). (Price Bid of those who fail to sent EMD along with the Commercial bid will not be opened).	UTR NUMBER :	
		Date	
		Bank	
06	TENDER FEE: Whether the tenderer has sent Tender Fee amount of Rs.590/- (remitted through NIC online payment gateway) (Rs.500/- + GST @ 18%) towards tender document fee.	Not Applicable / Enclosed	
		UTR NUMBER :	
		Date	
		Bank	
07	BANK GUARANTEE TOWARDS MATERIAL IN TRANSIT: Whether tenderer has agreed to Bank Guarantee of ₹2,00,000/- towards Material in Transit as per clause no.5 of tender terms. (Those who do not agree for the above condition will not be eligible for qualifying in the tender).	AGREED / NOT AGREED	
08	Whether tenderer has furnished the details of owned trucks and tie-up trucks in the prescribed format	YES/NO	
09	Whether the tenderer has quoted for all the slabs of the Price Bid-A. (In case of not quoting for all the slabs their offer is liable for rejection.)	YES / NO	
10	Whether the Partners or Directors or Proprietor as the case may be of the Company are related to any of the Employees of TNPL. (If yes, a declaration to this effect giving the details of the Name of the Employee, Relationship, etc. should be provided separately.)	YES/NO	
I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge. In case of any mis-statement or false information furnished, the tenderer will disqualify in the tender.			
I/We hereby declare that all the terms and conditions of Tender No.242533000336 have been read and understood by me/us. I/We accept all the terms and conditions contained in the above tender.			
Date:		Name, Address & Signature with Seal	
Place			
Contact Person			
Phone / Mobile No.			

* * * * *

TENDER NO: 242533000336**DECLARATION ABOUT TRUCKS OWNED / TIE-UP ARRANGEMENT****1. DETAILS OF OWNED TRUCKS (5 trucks)**

Sl.No.	Registration No.	Capacity	Ownership details

2. DETAILS OF TIE-UP ARRANGEMENT TRUCKS (5 trucks)

Sl.No.	Registration No.	Capacity	Ownership details

Note: Photostat copies of RC books and permits for owned trucks and tie-up arrangement trucks should be enclosed.

Original Lease Agreement for tie-up arrangement trucks should be enclosed.

Place:

Date:

SIGNATURE WITH SEAL OF TENDERER

PRICE BID – A (Sheet 2 in BoQ to be filled in online)**TRANSPORTATION OF CEMENT FROM TNPL CEMENT FACTORY AT KAGITHAPURAM TO VARIOUS DESTINATIONS THROUHOUT TAMIL NADU**

DUE ON: 07/01/2025

IN ONLINE E-PROCUREMENT PORTAL THE FOLLOWING ARE TO BE FILLED IN PRICE BID (Sheet 2 in EXCEL FILE).

SI.No.	Distance in KMs	Rates (₹)
I. (Lumpsum / flat rate per MT alone to be quoted)		
1	Upto 30	
II. (Rate per KM per MT shall be quoted)		
1	31 to 60	
2	61 to 100	
3	101 to 150	
4	151 to 200	
5	201 to 300	
6	301 to 400	
7	401 and above	

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

'L1' rate will be arrived for slabwise rates & destinations separately. For various destinations, destinationwise 'L1' rate will be arrived and not an overall basis.

Note:

The slabwise L1 transporter & matched 'L1' transporters should accept the counter offers for all the destinations 'L1' rates also. This is to ensure smooth dispatches for all destinations.

PRICE BID – B (BoQ sheet to be filled in online)**TRANSPORTATION OF CEMENT FROM TNPL CEMENT FACTORY AT KAGITHAPURAM TO FEW DESTINAITONS IN OTHER STATES****DUE ON: 07/01/2025**

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

Sl. No.	Scope of Work	Rate per MT (₹)
	ALL INCLUSIVE RATE FOR TRANSPORTATION OF CEMENT FROM TNPL CEMENT FACTORY, KAGITHAPURAM TO THE FOLLOWING DESTINATIONS WITHOUT UNLOADING CHARGES	
1	OOTY	
2	YERCAUD	
3	THALAWADI	
4	KODAIKANAL	
5	VALPARAI	
6	KADAMBUR (Sathyamangalam Hills)	
7	KONGAHALLI (Thalawadi Hills)	
8	KAADAKANALLI (Kadambur Hills)	
9	THATTAKARAI (Burgur Hills)	
10	GERMALAM - Hill area (Erode Dist)	
11	SHOLAYAR DAM - Hill area (Coimbatore Dist)	
12	ADOOR	
13	KOLLAM	
14	CALICUT	
15	KANNUR	
16	WAYANAD	
17	VADAKARA	
18	IDDUKI	
19	NEDUMKANDAM	
20	THRISSUR	

21	PATHANAMTHITTA	
22	THIRUVANANTHAPURAM	
23	ERNAKULAM	
24	ALAPPUZHA	
25	PALAKKAD	
26	PUDUCHERRY	
27	KARAIKAL	
28	BANGALURU	
29	MYSURU	

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