

NATIONAL AWARD FOR EXCELLENCE IN

CORPORATE GOVERNANCE

# **Tamilnadu Newsprint and Papers Limited**

(A Government of Tamilnadu Enterprise)

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Tiruchirappalli District, Tamilnadu, India.

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TENDER NO: 242523003000

28.11.2024

Dear Sirs,

ICSI

Sub: E - Tender for Procurement of **LIQUID NON FERRIC ALUM** for Board Machine

(CCK) of TNPL Unit II- Reg

Ref: Press Tender No. 242523003000

TNPL would like to procure **LIQUID NON FERRIC ALUM** for Unit II against the above referred tender. In this connection please find enclosed the following:

1	E-tendering Terms and conditions	Annexure – I
2	Qualifying factors of the tender	Annexure – II
3	General Terms and Conditions, Process Compliance Statement and Terms & Conditions for Reverse Auction (To be signed in all pages & uploaded by Supplier)	Annexure – III
4	Technical cum Commercial Bid (To be filled & uploaded by Supplier)	Annexure – IV
5	Price Bid schedule	Annexure – V

The tender will be processed online through e-Procurement System. The tenderers shall submit their quotation through E-procurement platform at https://tntenders.gov.in/nicgep/app only. Other form of submission of offers or hard copy will not be accepted.

## **New Tenderer Registration:**

New Tenderer can register themselves in e-Procurement System https://tntenders.gov.in/nicgep/app as per ANNEXURE - I. The required details for registration are to be filled up by the tenderer. Upon registration, the tenderer can login to the above e-procurement portal for submission of bid.

The tenderers are requested to go through the E – tendering terms & conditions, General terms & conditions of the Tender, Process Compliance Statement and Terms & Conditions for Reverse Auction (e-auction) carefully and attach one copy of the same duly signed in all the pages as a token of acceptance in e-procurement portal.

The due date for submission of Tender documents including the Technical Cum Commercial Bid, Tender fee, EMD and the Price bid through online E-procurement portal (<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>) is 21.12.2024 before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 23.12.2024.

Corporate Office: 67, Mount Road, Guindy, Chennai - 600 032. TNPL - The Corporate Identity Number: L 22121 TN 1979 PL C 007799 Fax: 044 - 22350834 / 22354614, Phone: 044 - 22354415 / 16 / 18, 22301094 - 97,

E - mail: response@tnpl.co.in / sales.unit2fct@tnpl.co.in, Web: www.tnpl.com

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FSC

www.fsc.org

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The mark of responsible forestry



<u>TENDER No: 242523003000</u> (2)

## TENDER OPENING AND TECHNICAL BID EVALUATION

- **a.** Technical evaluation will be carried out after online Technical Bid opening by the tender opening committee at TNPL Unit II, Mondipatti <a href="mailto:through.https://tntenders.gov.in/nicgep/app">through.https://tntenders.gov.in/nicgep/app</a>.
- **b.** Technical Bids received from the Suppliers against the Qualifying criteria & Technical cum Commercial bid given in the Tender document will be examined by TNPL. Evaluation will be done based on the documents submitted by the Bidder.
- **c.** Sample shall be submitted for new vendor/ new product, if requested in Technical Qualifying criteria and the same should conform to TNPL specification. The Bids which are not meeting the Qualifying criteria will be rejected and further processing will not be carried out. No correspondence in this regards will be entertained. Existing / Proven vendors of TNPL are exempted from submission of samples.
- **d.** 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.
- **e.** The Bidders whose Bids meet the Qualifying Criteria and Technical specifications of the tender will be called as "Technically Qualified Bidders".

Please note that the points asked for in Annexure-II are the qualifying factors of the Tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified for Price bid opening and Reverse E-Auction stage.

#### **OPENING OF THE PRICE BIDS:**

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

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

- (a) Online Price Bid (BOQ) filled in the given format & uploaded by the vendor who are technically qualified only will be opened.
- (b) The opening price for the e auction will be either the lowest price obtained in the price bid / the price fixed by TNPL and the minimum bid decrement for the **e-auction** (<u>https://tntenders.gov.in/nicgep/app</u>), the date and time of **e-auction** will be communicated to the qualified parties through your registered Mobile number and E-mail ID in NIC portal.
- (c) 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.

## Submission of Tender Fee and Earnest Money Deposit (EMD):

Tenderers are requested to remit Tender fee & EMD payment through NIC online payment gateway.

<u>TEDER FEE</u>: Non refundable Tender fee of Rs 590/- should be remitted through NIC online payment gateway.

EMD: EMD of Rs 50,000/- should be remitted through NIC online payment gateway.

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

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Note: Tender fee and EMD should be remitted separately.

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

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

#### NOTE:

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 reserve the right to reject any or all bids / cancel the entire tender at it's 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,

**DGM (PURCHASE)** 

Encl: as above

# TNPL

## TAMILNADU NEWSPRINT AND PAPERS LTD

**TENDER NO:242523003000** 

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 following link <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>

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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>. 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: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>)

The bidding under this contract is electronic bid submission through website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> 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 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.



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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:

## For queries related to registration and online bidding (NIC):

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

# TNPL IT department contact details :

e-mail: <a href="mailto:eps.support@tnpl.co.in">eps.support@tnpl.co.in</a> / <a href="mailto:balamurugan.s@tnpl.co.in">balamurugan.s@tnpl.co.in</a> / <a href="mailto:muthukumar.d@tnpl.co.in">muthukumar.r@tnpl.co.in</a> / <a href="mailto:senthilkumar.d@tnpl.co.in">senthilkumar.d@tnpl.co.in</a> /

web.master@tnpl.co.in

Contact No: 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.



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

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

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



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- 6.12 During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.
- 6.13 The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.
- 6.14 The electronic Bid submitted during the e-tender process shall be legally binding on the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.
- 6.15 It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 6.16 TNPL reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.
- 6.17 The NIC server time shall be treated as final and binding. Bids recorded in the server before the Bid closing time will only be treated as valid Bid. Bidders are, therefore, advised to submit their Bids well before the closing time of e-tender. If any Bid reaches the server after the Bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. TNPL is not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.
- 6.18 Bidders are advised to exercise caution in submitting their Bids in e-tender and e-Reverse Auction, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.
- 6.19 Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
- 6.20 No deviation to the technical and commercial terms & conditions are acceptable.
- 6.21 Bidders are required to sign in each page of the Bid specification.
- 6.22 TNPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

## 7.0LATE 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 opening price for the e auction will be either the lowest price obtained in the price bid or the opening price fixed by TNPL. 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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> 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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> 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.
- The electronic Bidding process for E-reverse auction will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put his price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 10 (ten) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 10 (ten) minutes from the last received Bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price Bids are received.



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- 11.6 During the tender process for electronic Bidding the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- 11.7 Bidders in their own interest are advised to get themselves acquainted with the electronic Reverse Auction process of (<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>) by getting their Authorized Representative trained through demo electronic Reverse Auction schedule at the link <a href="https://demoetenders.tn.nic.in/nicgep/app">https://demoetenders.tn.nic.in/nicgep/app</a>.

## 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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> 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 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.



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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.
- 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 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.

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- 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 break down/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: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>.

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 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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>. All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

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<u>TENDER No: 242523003000</u> <u>ANNEXURE - II</u>

# **Qualifying factors of the tender**

1	Bidder should be a manufacturer (necessary documentary evidence should be uploaded). In case of Dealer / Importer, copy of Authorization Letter from the Manufacturer and copy of Manufacturer's documentary evidence are to be uploaded without fail.
2	Bidder should accept to commit for 100% of tender quantity.
3	Bidder should accept to split the proposed order quantity between the qualified vendors of the tender / reducing the tender quantity as per TNPL's requirement.
4	Supplier's material must meet the specification mentioned in our RFQ / Tender.
5	Suppliers other than existing / proven parties (who have successfully supplied the material / product to TNPL Unit II within the last two years from the date of tender publishing) must submit samples before the due date & time of tender. Samples received after the due date and time, will not be considered for processing for this tender. Samples must meet our quality specification during testing. If the sample fails during the sample testing, the supplier will be disqualified from further processing for this tender. Existing and proven vendors are exempted from sample submission.
6	In case of rejection of the final product, arising out of inferior raw material quality, supplier should agree for penalty.
7	TNPL has the right to discontinue the chemical of any / new vendors at any point of time, if any adverse impacts on machine run ability or Board quality are noticed.
8	It is preferable that supplier should provide at least any one of the following certificates - FDA, BFR, IS.
9	Remittance of Tender Fee (non refundable) – at present Rs 590/
10	Remittance of EMD (refundable) – as per tender document.
11	Bidder should accept the price validity clause as per tender.

# Note:

Tenderers who do not comply with the above conditions will not be qualified in the tender for Price bid opening & Reverse Auction stage.

# TNPL

#### TAMILNADU NEWSPRINT AND PAPERS LTD

## **TENDER NO: 242523003000**

## **ANNEXURE III**

#### **GENERAL TERMS AND CONDITIONS**

## 01. QUANTITY:

Our requirement of **LIQUID NON FERRIC ALUM** is **1,500 MT (SIX months requirement - approx)** for our **Board plant** at Mondipatti, Manapparai, Trichy Dist. The quantity indicated is only approximate and it may vary on either side and TNPL does not guarantee for the same.

#### 02. SPECIFICATION:

SI no	Parameters		UOM	Specification	Remarks		
1	pH of 5% solution		%	2.2 - 3.0	CONTROL		
2	Aluminium Compounds as Al <sub>2</sub> O <sub>3</sub> (min)				%	7.50	CONTROL
3	Hot water insolubles (max)		%	0.20	CONTROL		
4	Iron as Fe (max)		%	0.01	INDICATIVE		
5	Chloride as Cl (m	nax)	%	1.0	INDICATIVE		
Aluminium Compounds		< 7.5 % to 7%	Acceptance with proportionate deduction in price				
as Al <sub>2</sub> O	)3	< 7 %	Consignment will be rejected				
	< 2.2 % to 2.0 %		Acceptance with proportionate deduction in price				
nH of 5	5% solution	< 2.0 %	Consignment will be rejected				
•		> 3.0 % to 3.3 %	Acceptance with proportionate deduction in price				
		> 3.3 %	Consignment will be rejected				
Hot water insoluble > 0.20 %			Consignment will be rejected				

# PRORATA DEDUCTION FORMULAE:

#### 1) pH of 5% Solution:

Amount shall be deducted towards pH variation for 1 MT of Liquid non ferric Alum is given below:

For Lower pH 2.1 → 3.45 Kgs of Sodium Bicarbonate x LC of Sodium Bicarbonate (Food grade) 2.0 → 6.90 Kgs of Sodium Bicarbonate x LC of Sodium Bicarbonate (Food grade)

LC - Landed Cost (Net of GST - FOR Mondipatti) of Sodium Bicarbonate (Food grade) in Rs/Kg

For Higher pH  $3.1 \rightarrow 4 \text{ Kgs of Alum x LC of Liquid non ferric Alum}$ 

3.2  $\rightarrow$  8 Kgs of Alum x LC of Liquid non ferric Alum

3.3  $\rightarrow$  12 Kgs of Alum x LC of Liquid non ferric Alum

LC - Landed Cost (Net of GST - FOR Mondipatti) of Liquid non ferric alum in Rs/Kg

#### 2) Aluminium Compounds as Al<sub>2</sub>O<sub>3</sub>:

Spec. % - Actual %

Amount shall be Debited = ------ x LC of Liquid non ferric alum on proportionate deduction Spec. %

LC - Landed Cost (Net of GST - FOR Mondipatti) of Liquid non ferric alum in Rs/MT

#### 03. QUALITY:

Quality is the essence of this Enquiry. The supplier shall supply the material strictly as per above specification / process requirement. The material supplied will be inspected at our factory. Quantity as ascertained on receipt of material at our Site will be treated as quantity supplied wherever the package/materials are received intact. For each supply/consignment, test/quality certificate should be sent without fail. As regards quality, our laboratory analysis report will be final and our decision on acceptance or rejection will be final and binding on you.



## TENDER NO:242523003000 04. VALIDITY:

[2]

The rate quoted during on line auction should be kept valid for a minimum period of **90 days** from the date of Technical bid opening. During the validity period, bidder is not permitted to make any upward revision in the rate. The order shall be kept valid for a period of **SIX months** from the date of order. During the validity period of the order, no upward revision in price will be allowed except in case of increase in statutory levies. **Tenderers who do not agree for the above validity clause will not be considered.** 

#### **05. TRANSPORTATION:**

- a) It is the responsibility of the supplier to arrange transportation and supply the material on F.O.R. Destination basis. TNPL requires the material on F.O.R. Mondipatti basis only.
- b) The material should be despatched in **Tankers by road mode** on freight PAID basis and Freight charges shall be claimed in the invoice itself along with applicable GST.
- c) Materials should be despatched to the following address

M/s. TAMILNADU NEWSPRINT AND PAPERS LIMITED - UNIT-II MONDIPATTI, K.PERIYAPATTY POST, MANAPPARAI TK, TRICHY DIST- 621 306

d) The actual weight recorded in TNPL weigh bridge will be taken for accounting and payment purpose. Hence, TNPL weight is final.

## **06. TERMS OF PAYMENT:**

All the payments will be made only through RTGS mode after 35 days from the date of reciept and subject to acceptance of material. Applicable bank charges will be on Supplier's account. Supplier should provide RTGS details in their letter head with duly endorsed by the banker for release of payment. If payment is being received already in RTGS mode, need not furnish the same again.

## 07.a) TAXES:

Taxes if applicable should be mentioned clearly and separately with the percentage. GST will be paid to the vendors only, if the input tax invoices / debit notes has been reported in GSTR-1 and corresponding GSTR-3B is filed.

## 07.b) GST TDS:

With effect from 1st Oct'2018, TNPL will deduct 2% GST TDS on taxable value of the GST invoice under notification no 50/2018 dt 13.09.2018. This applies to all purchase orders where the value exceeds Rs 2.50 Lacs/-. TNPL will issue GST TDS certificate for the tax amount deducted and remitted to Government. Vendors shall claim credit of the GST TDS remitted by TNPL, in their electronic cash ledger through GSTR-2A.

## 08. PACKING & MARKING:

The supplier should supply the material in suitable good quality leak-proof **Tankers by Road mode**. The tenderer has to take note of the packing and offer the rate.

## 09. DELIVERY:

In the event of an order, you shall be in a position to start supplies within short notice and dispatches are to be effected as per delivery schedule given by TNPL from time to time.

## 10.a) **SUBMISSION OF INVOICE**:

Original Invoice should be sent along with each consignment in a separate sealed cover addressed to AGM (Stores) for the purpose of availing GST credit. Without the receipt of invoice along with the material, the consignment will not be received / unloaded. **You should send 5 copies of invoice along with the truck. Original Invoice – 1, Duplicate copy – 1, Triplicate copy – 1, Extra copies – 2.** Kindly include complete TNPL item description as in the PO in your corresponding invoices without fail and if it is failed, we will not be able to account the material.

# 10.b) SUBMISSION OF E-INVOICE & E-WAY BILL:

10.b.1) In case of aggregate turnover of the Vendors in any of the preceding financial years from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48 then e-invoice is mandatory. The limit is Rs 20 Crore upto 30.09.2022 and Rs 10 Crore w.e.f 01.10.2022.



## **TENDER NO:242523003000**

[3]

10.b.2) In case of aggregate turnover of the company in any of the preceding financial years from 2017 – 18 onwards is less than the aggregate turnover notified under sub-rule (4) of rule 48, then an undertaking to this effect shall be given by the Vendor in its letter head by Authorized Signatory along with a copy of the latest audited financials of the Company.

# 10.b.3) In case of exemption in preparing e- invoice, then the Vendor needs to submit a declaration as under :

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under subrule (4) of rule 48, we are not required to prepare an e-invoice in terms of the provisions of the said sub-rule"

10.b.4) If the value of the goods supplied is more than the specified limit as under then E-way bill is mandatory for transportation of goods.

- Rs 50,000 for inter-state movement of goods
- Rs 1,00,000 for intra-state movement of goods (within TN)

# 11. DELAY OR NON DELIVERY:

Time is the essence of the contract and completion of delivery dates agreed to are binding on the seller. In the event the seller is not able to supply as per the delivery schedules given by TNPL, Purchaser will have a right either to cancel the order without prejudice to any other rights or to make purchase from an alternate source at the risk and cost of the seller.

#### 12. REJECTION:

TNPL requires the material strictly as per our specification given in **S.No.2 above**. TNPL requires the ordered material to be supplied as per TNPL's specification / process requirement mentioned in this order. Material, not meeting TNPL's specification / process requirement shall be rejected outright and the rejected material shall be taken back by the supplier within a maximum of 10 days from the date of rejection intimation. Otherwise, the material shall be sent back to you, at your risk and cost without any financial implication to TNPL.

Replacement shall be made within 7 days, from the date of rejection intimation, only if required by TNPL.

In case of rejection and failure to replace the material if required by TNPL within 7 days, the order placed on you shall be treated as incomplete and may be cancelled at TNPL's discretion. TNPL may arrange to purchase this material from elsewhere, by invoking the risk purchase clause, as per the cancellation and risk purchase terms, mentioned in this order. Further, penal action may be initiated by TNPL as deemed appropriate and fit.

#### 13. PENALTY CLAUSE:

In case of rejection of TNPL's products / financial loss to TNPL, arising out of usage of inferior quality material supplied by you, suitable penalty shall be levied.

14. **TRANSIT RISK & INSURANCE**: Transit insurance should be arranged by the supplier at their cost.

#### 15. **SAMPLE**:

Other than existing / proven vendors of TNPL (who have successfully supplied the material / product to TNPL Unit II within the last two years from the date of tender publishing), all the tenderers should send Minimum 2 Kgs of LIQUID NON FERRIC ALUM sample addressed to DGM (Purchase), Tamilnadu Newsprint and Papers Limited, Mondipatti, K.Periyapatti Post, Manapparai Taluk – 621 306. In case of non-receipt of sample, the tender will not be considered. Those who fail to submit the sample in time and whose sample is not found acceptable, such offers will not be considered. For tender processing, the tenderers shall submit only one sample meeting our specification. In case any tenderer submits more than one sample, only one sample will be tested and the result of such sample will be considered for evaluation purpose. In case sample is sent separately, please ensure that the same should reach us on or before 21.12.2024 – 03.00 PM. TNPL will not be responsible for any delay in receipt of sample and the sample received after 21.12.2024 – 03.00 PM will not be accepted. Tenders containing inadequate sample will not be considered. The test result of our Laboratory will be final and binding and no dispute will be entertained.



#### **TENDER NO:242523003000**

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#### Note:

- 15.1) The sample should be packed separately and the sample should be send through Professional Courier to the above mentioned address and need to reach us before due date & time and pl mention the tender no in the pack.
- 15.2) Sample dispatch details should be uploaded in online NIC portal.
- 15.3) Existing / proven suppliers who have supplied the material to TNPL Unit II within the last 2 years from the date of publishing of tender are exempted from submission of sample. All other parties will be treated as a NEW party.
- 15.4) The new vendors who wish to submit samples must have supplied their product to manufacturers of coated / uncoated virgin paperboard (as the case may be) within the last two years from the date of publishing of tender. Necessary documentary evidence must be provided for the same for qualification of the vendor.

Samples from only such vendors, who have submitted proof for the above condition will be taken up for lab evaluation and further processing.

16. 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 without assigning any reason whatsoever.

## 17 (a). **TENDER FEE**:

All the bidders are required to pay a **TENDER FEE** of **Rs 590/-** through NIC online payment gateway and upload the remittance Statement along with UTR / Ref no in the online procurement portal. <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>. This amount will not bear any interest and will not be refunded to the bidders. Offers received without TENDER FEE is liable for rejection.

## 17 (b). **EARNEST MONEY DEPOSIT**:

All the bidders are required to pay an **EMD** of **Rs 50,000/-** through NIC online payment gateway and upload the remittance Statement along with UTR / Ref no in the online procurement portal. <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>. This amount will not bear any interest and will be refunded to the unsuccessful bidders after finalization of the orders. Offers received without EMD is liable for rejection.

- 18. The offer should be valid for a minimum period of 90 days from the date of Technical bid opening. No bidder is permitted to withdraw his offer within the validity period of the tender or before finalization of the order. In case any bidder withdraws his offer within the validity period of the offer or before finalization of the order, the EMD amount paid by him will be forfeited.
- 19. The EMD of the successful bidder will be converted into Security Deposit. This amount will not bear any interest and will be refunded on satisfactory completion of the order. This amount shall stand forfeited in the event of cancellation of order due to unsatisfactory performance of the seller.

## 20. PRECAUTION TO BE TAKEN BY SUPPLIERS - FOR HAZARDOUS MATERIALS:

- a) Supplier should maintain Material Safety Data Sheet for all hazardous materials
- b) Supplier should ensure environmental regulatory compliance.
- c) Supplier should ensure that transportation of hazardous chemicals as per the provision of the Motor Vehicles Rules 1989 under the Motor Vehicle Act 1988.
- d) In case of chemical containers/barrels, the supplier shall ensure that the lid is placed firmly and sealed to avoid any leakage.
- e) In case leakage of acid/chemical is observed from the container due to puncture in the container, precautionary measures to be followed for arresting the leakage.
- f) Please ensure that the Drivers Carry TREM Card with all relevant details.

## 21. The suppliers are permitted to deal only with the Purchase Dept.

## 22. WEIGHT VARIATION CLAUSE:

Weight variation up to 0.5% will be allowed to take care of Weigh Bridge to Weigh Bridge variation. However, if the weight variation exceeds 0.5%, the actual weight recorded in TNPL Weigh Bridge will be taken for accounting and payment purpose.



## **TENDER NO:242523003000**

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## 23. CORRESPONDENCE:

All correspondence concerning the tender shall state the tender No and due date and shall be addressed to DGM (Purchase), Tamilnadu Newsprint and Papers Limited, Mondipatti, K.Periyapatti Post, Manapparai Taluk – 621306, Tamil Nadu.

#### 24. CANCELLATION & RISK PURCHASE:

In the event of unsatisfactory performance in executing the order as per the terms and conditions of the TNPL Tender, the order is liable for cancellation and the security deposit provided by the vendor will be forfeited. TNPL reserves the right to exercise the risk purchase clause as mentioned below.

In the event of purchaser terminating the contract in full or in part thereof, TNPL may procure supplies, similar to those so terminated, on such terms and manner as they deem appropriate from any other suitable suppliers/ vendors and the seller shall be liable to the purchaser for any excess cost incurred for such supplies.

TNPL reserves its right to cancel the order in full or part thereof without assigning any reason, by giving 15 days advance notice if the material is not required.

However, In case of part termination of contract by the purchaser, the seller shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

## 25. COVERING LAW AND JURISDICTION:

Notwithstanding anything contained herein, is hereby agreed that only the **Courts at Chennai** shall have exclusive jurisdiction for the adjudication of any disputes between the parties hereto, to the specific exclusion of all other courts.

## 26. FORCE MAJEURE CLAUSE:

If, at any time during the continuance of the contract, the performance in whole or in part of any obligations under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, floods, explosions, epidemics, quarantine restrictions or other acts of God, Acts of Government in the country of Origin (hereinafter referred to as eventualities) then provided notice of the happening of any such eventualities is given by the Supplier within 7 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract not shall have any claim for damages against the other. Deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that if the performance in whole or part by the Supplier or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 30 days, TNPL may at its option terminate this contract by notice in writing.

## 27. INFORMATION / DOCUMENTS:

Tenderer should provide true and correct information / documents wherever asked for in the tender. At any point of time, if the information / supporting documents provided by the tenderer is false / fabricated, tenderer's offer shall be disqualified automatically.

28 TNPL reserves the right to split the order on more than one vendor.

# <u> 29. RATE:</u>

Vendor should quote unit cost of **LIQUID NON FERRIC ALUM** in the BOQ (ANNEXURE – V) – online. To arrive the L1 position, TNPL will follow Landed cost basis (after availing GST credit).



## **TENDER NO:242523003000**

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# 30 The bidder shall preferably submit the following documents along with their Technical offer.

- a. MSDS
- b. FDA CERTIFICATE
- c. TESTING PROCEDURE
- d. PRODUCT DATA SHEET
- e. TECHNICAL DATA SHEET
- F. COA
- g. INTEGRATED MANAGEMENT SYSTEM

## **31. MSME CLASSIFICATIONS:**

If you are registered under 'MSME' classifications, please provide copy of valid MSME registration certificate within a week from the date of receipt of Po to classify you under 'MSME' category in our records. Otherwise, you will not be covered under MSME category. Scanned copy of registration certificate may be forwarded to the email id: <a href="mailto:purchaserm.u2@tnpl.co.in">purchaserm.u2@tnpl.co.in</a>

32. Kindly ensure that the Quotation (Price bid) and your invoices (if you are the successful bidder) should be provided as per the UOM mentioned in the Tender document. We will release the PO as per the UOM mentioned in the Tender document only to the successful party.





## **TENDER NO:242523003000**

## **TERMS AND CONDITIONS FOR E-REVERSE AUCTION:**

**Contact Details:** 

Mr. N. K. Sivakumar	Phone	04332 - 261600 (extn: 6535) 04332 - 265101	Fax		
DGM (Purchase)	e-mail	sivakumar.nk@tnpl.co.in / purchaserm.u2@tnpl.co.in			

#### Selection process of vendors:

- Bidders must submit the Process Compliance Statement duly signed, to TNPL along with Technicalcum-Commercial bid.
- TNPL will open the Price Bids of technically qualified bidders in the e-procurement portal. Subsequently, TNPL would communicate the Opening Price, Bid decrement and date & time of Reverse Auction to registered Mobile number and E-mail.
- On the event date, Vendors shall submit bids from their computers through Internet on <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>. As and when other bidders place the bids, they would have the opportunity to revise their bids downwards if they wish to do so.
- Bidders must communicate their final bid break up details by E-mail to TNPL immediately after the bid event (Reverse auction). This may be followed by a hard copy communication of price by Post or Courier
- 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.
- TNPL's decision on the award shall be final and binding.

All other terms and conditions are as per TNPL tender.

Bidding Price Format: Bidders should quote the Rate per MT in INR.

## **Opening Price:**

- Opening price is defined as the highest initial price & the same is on Landed cost (Net of GST FOR Mondipatti).
- 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.

#### **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 above details.

<u>Bidding Time & date:</u> Will be communicated to your registered mobile number/ E-mail by NIC separately. **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 Technical bid opening. 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.

.... Contd...8....

[7]



[8]

## PROCESS COMPLIANCE STATEMENT FOR REVERSE E-AUCTION:

Bid event to be held for procurement of	LIQUID NON FERRIC ALUM	TNPL Tender No	242523003000	
Name of the Organization:				

The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the auction rules on participation at the bid event. The award decision by TNPL would be final and binding on us.

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

#### 13. Validity:

The bidders should keep their bids valid for a period of **90 days** from the date of Technical bid opening. 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	

\*\*\*\*\*\*\*



<u>TENDER NO: 242523003000</u> <u>ANNEXURE - IV</u>

## **TECHNICAL CUM COMMERCIAL BID**

## NOTE:

- 1. Before filling up the details, please carefully read all the points. No correction or overwriting is allowed.
- 2. The last date for submission of bid online is 21.12.2024 at 3 PM.
- 3. No late Enquiry will be entertained and TNPL will not be responsible for any other delay in submission of bid on due date and in time.

Bidder should be a manufacturer (necessary	MANUFACTURER / DEALER
documentary evidence should be uploaded for	MANUFACTURER / DEALER
Importer, copy of Authorization Letter from the Manufacturer and copy of Manufacturer's documentary evidence are to be uploaded	SUPPORTING DOCUMENTS ENCLOSED / NOT ENCLOSED
Also, Tenderer should be registered under GST act. Copy of GST Registration Certificate (relevant State from where you supply the material) should be uploaded along with technical bid without fail.	ENCLOSED / NOT ENCLOSED
PAN and GST Registration No (necessary proof to be attached)	PAN No: GST No:
Manufacturing Unit - Location / place (In case of dealer, mention your principal's Manufacturing Unit location / place & Name)	
Daily production capacity	MT
Quantity commitment per Month:	Minimum : MT
	Maximum: MT
Bidder should accept to commit for 100% of tender quantity. If not agreed, your offer will not be considered for further processing.	AGREED / NOT AGREED
Bidder should accept to split the proposed order quantity between the qualified vendors of the tender / reducing the tender quantity as per TNPL's requirement. If not agreed, your offer will not be considered for further processing.	AGREED / NOT AGREED
Supplier's material must meet the specification mentioned in our RFQ / Tender. <b>If not agreed, your</b>	AGREED / NOT AGREED
SAMPLE: Whether sample has been sent as per tender conditions. If so, please furnish the mode / date of despatch with details in NIC / date of delivery at TNPL.  Offers for which sample not received within the due date & time and sample not found acceptable during TNPL lab testing will not be considered/qualified for further processing.  1. However, existing / proven suppliers who have supplied the material to TNPL Unit II within the last 2 years from the date of publishing of tender are exempted from submission of sample.  2. All other parties will be treated as a NEW party.  All other details are as per the sample clause of	SUBMITTED/ NOT SUBMITTED
	qualification of the vendor). In case of Dealer / Importer, copy of Authorization Letter from the Manufacturer and copy of Manufacturer's documentary evidence are to be uploaded without fail for qualification of the vendor.  Also, Tenderer should be registered under GST act. Copy of GST Registration Certificate (relevant State from where you supply the material) should be uploaded along with technical bid without fail.  PAN and GST Registration No (necessary proof to be attached)  Manufacturing Unit - Location / place (In case of dealer, mention your principal's Manufacturing Unit location / place & Name)  Daily production capacity  Quantity commitment per Month:  Bidder should accept to commit for 100% of tender quantity. If not agreed, your offer will not be considered for further processing.  Bidder should accept to split the proposed order quantity between the qualified vendors of the tender / reducing the tender quantity as per TNPL's requirement. If not agreed, your offer will not be considered for further processing.  Supplier's material must meet the specification mentioned in our RFQ / Tender. If not agreed, your offer will not be considered for further processing.  SAMPLE:  Whether sample has been sent as per tender conditions. If so, please furnish the mode / date of despatch with details in NIC / date of delivery at TNPL. Offers for which sample not received within the due date & time and sample not found acceptable during TNPL lab testing will not be considered/ qualified for further processing.  1. However, existing / proven suppliers who have supplied the material to TNPL Unit II within the last 2 years from the date of publishing of tender are exempted from submission of sample.  2. All other parties will be treated as a NEW party.



# **TENDER NO. 242523003000**

In case of rejection of the final product, arising out of inferior raw material quality, supplier should agree for penalty.  If not agreed, your offer will not be considered for further processing.  TNPL has the right to discontinue the chemical of any / new vendors at any point of time, if any adverse impacts on machine run ability or Board quality are noticed.  If not agreed, your offer will not be considered for further processing.  AGREED / NOT AGREED	
/ new vendors at any point of time, if any adverse impacts on machine run ability or Board quality are noticed.  If not agreed, your offer will not be considered  AGREED / NOT AGREED	)
in the processing.	
8 It is preferable that supplier should provide at least any one of the following certificates - FDA, BFR, IS.	
TENDER FEE (non refundable):  Have you paid TENDER FEE Amount as per tender terms – Rs 590/ If so, please furnish the details.  Bidding schedule of those who fail to pay TENDER FEE is liable for rejection.  UTR No : DATE : AMOUNT : BANK :	
Have you paid EMD Amount as per tender terms - Rs 50,000/ If so, please furnish the details.  Bidding schedule of those who fail to pay EMD is liable for rejection.  UTR No : DATE : AMOUNT : BANK :	
VALIDITY OF OFFER AND RATE:  Agreeable to keep the offer valid for a minimum period of 90 days from the date of Technical bid opening.  Offers of those who do not agree for the same will not be qualified in the RFQ.  AGREED / NOT AGREED	)
The rate quoted should be valid for a period of SIX months from the date of release of Purchase order.  (b) Offers of those who do not agree for the same will not be qualified in the RFQ.  AGREED / NOT AGREED	)
During the validity period, no price increase will be allowed except in the case of statutory levies like  11 GST.  (c) Offers of those who do not agree for the same will not be qualified in the RFQ.  AGREED / NOT AGREED	)
PAYMENT THROUGH RTGS:  All the payments will be made only through RTGS mode after 35 days from the date of reciept and subject to acceptance of material. Applicable bank charges will be on Supplier's account. Supplier should provide RTGS details in their letter head with duly endorsed by the banker. If payment is being received already in RTGS mode, need not furnish the same again.  Please provide the following details:  1.Name of the Bank:  2.Branch Code:  3.Branch Name:  4.Account Number:  5.Address:	



TENDER NO. 242523003000 [3] TRANSPORT ARRANGEMENT: It is the responsibility of the supplier to arrange transportation and freight charges shall be claimed through Invoice only, for which GST Taxes will be 13 AGREED / NOT AGREED applicable. a) In case of Supplier claiming the freight through Invoice as stated above, it is the responsibility of the supplier to settle the applicable Service Tax to the Authorities concerned. **Delivery terms**: It is the responsibility of the 13 supplier to deliver the material as per the purchase AGREED / NOT AGREED (b) order and delivery schedule given by TNPL. The actual weight recorded in TNPL weigh bridge will 13 be taken for accounting and payment purpose. AGREED / NOT AGREED (C) Hence, TNPL weight is final. **EXPERIENCE:** PI indicate the number of years of experience in supplying **LIQUID NON FERRIC ALUM.** Please indicate the name and addresses of the factories to 14 SUBMITTED/ NOT SUBMITTED whom you have supplied for the past 3 years with supporting documents (Photo copy of purchase orders to be uploaded). Have you supplied **LIQUID NON FERRIC ALUM** to TNPL previously. If so, furnish order particulars and 15 SUBMITTED/ NOT SUBMITTED quantity supplied with documentary evidence. Minimum time required to commence Supplies: 16 **QUALITY:** Can you supply the material strictly as per the TNPL YES / NO 17 specification **FINANCIAL STATUS:** Please give your sales turnover for the past 3 years SUBMITTED/ NOT SUBMITTED 18 along with supporting documents. Sales Turn over (a) documents should be uploaded. Tenderer should provide an audited balance sheet / IT return acknowledgement copies for the past 3 SUBMITTED/ NOT SUBMITTED years without fail. Audited balance sheet/ IT 18 return acknowledgement copies should be (b) uploaded. **REJECTION OF MATERIAL:** In case of rejection, Whether Tenderer agrees for the 19 AGREED / NOT AGREED Rejection clause No 12 of General Terms and (a) Conditions **PENALTY CLAUSE:** In case of rejection of TNPL's products / financial loss 19 to TNPL, arising out of usage of inferior quality AGREED / NOT AGREED (b) material supplied by you, suitable penalty shall be levied. Whether your company is covered under ISO 14001? If yes, please provide the supporting documents of 20 YES / NO the same.



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[4]

21. Please furnish the following particulars with necessary supporting documents without fail. Failing to furnish the details, the offers are liable for rejection.

DESCRIPTION	REGISTRATION NO.	DATE	Copy of the Certificate attached
GST NO			YES / NO
PAN NO			YES / NO
INCOME TAX PLEASE TICK (√) WHICH (NECESSARY SUPPORTIN) FURNISH	Copy of the Certificate attached		
IN-INDIVIDUAL			YES / NOT APPLICABLE
HI-HINDU UNDIVIDED FAMILY			YES / NOT APPLICABLE
PA-PARTNERSHIP FIRM			YES / NOT APPLICABLE
PR-PRIVATE LIMITED			YES / NOT APPLICABLE
PU-PUBLIC LIMITED			YES / NOT APPLICABLE
AS-ASSOCIATION OF PERSON			YES / NOT APPLICABLE
BO-BODY OF INDIVIDUALS			YES / NOT APPLICABLE
LO-LOCAL AUTHORITY			YES / NOT APPLICABLE
AR-ARTIFICIAL JUDICIAL PERSON			YES / NOT APPLICABLE
GO-STATE GOVERNMENT			YES / NOT APPLICABLE
CG-CENTRAL GOVERNMENT			YES / NOT APPLICABLE
TYPE OF IN PLEASE TICK (√) WHICH (NECESSARY SUPPORTIN) FURNISH	HEVER IS APPLIC G DOCUMENTS TO		Copy of the Certificate attached
MI-MICRO			YES / NOT APPLICABLE
S-SMALL			YES / NOT APPLICABLE
M-MEDIUM			YES / NOT APPLICABLE
SSI-SMALL SCALE INDUSTRY			YES / NOT APPLICABLE
L-LARGE			YES / NOT APPLICABLE
O-OTHERS			YES / NOT APPLICABLE Contd5

Contd...5



## **TENDER NO. 242523003000**

[5]

22	HSN No	
23	Product name	
24	PACKING: The supplier should supply the material in suitable good quality leak-proof Tankers by Road mode	AGREED / NOT AGREED
	DECLARATION: Whether the partners or directors or proprietor as the case may be of the company are related to any of the Employees of TNPL.	
25	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.	YES / NO

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agree to all the terms and conditions of TNPL **Tender No: 242523003000.** 

#### NOTE:

- The due date for submission of completed tender document online in e-procurement portal, <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> is <a href="https://tntenders.gov.in/nicgep/app">21.12.2024</a> at 3.00 PM.
- 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 <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>

DATE :	
ADDRESS FROM WHERE YOU RAISE INVOICE (In case of placement of order):	
PHONE NO:	
CONTACT PERSON:	
MOBILE NO:	
FAX NO :	
E_Mail :	(SIGNATURE WITH SEAL)



#### **TENDER NO:242523003000**

## ANNEXURE - V

# PRICE BID SCHEDULE

## Sub: Supply of LIQUID NON FERRIC ALUM for TNPL Unit II - reg

We hereby request you to offer your quote online as per the BOQ (EXCEL FILE) attached in NIC portal and upload the same with digital signature:

Name of the bidding firm							
SI No	Description	Basic Price per UOM (Rs. P)	Packing Charges per UOM (Rs. P)	Freight Charges per UOM (Rs. P)	CGST in %	SGST in %	IGST in %
1.	LIQUID NON FERRIC ALUM	Basic Price (in numeric value) to be quoted only in E- portal	Packing charges (in numeric value) to be quoted only in E-portal	Freight charges (in numeric value) to be quoted only in E- portal	CGST (in percentage) to be quoted only in E-portal	SGST (in percentage) to be quoted only in E- portal	IGST (in percentage) to be quoted only in E-portal

## Note:

- 1. Tenderer should offer their Price bid (BOQ) for supply of LIQUID NON FERRIC ALUM to TNPL Unit II on Door delivery basis only.
- 2. Tenderer should quote the rate on per MT basis.
- 3. Tenderer should quote only numeric value in Packing & Freight charges. In case Packing & Freight charges is included in the basic rate, then tenderer should enter as "0" in the Packing & Freight column. If, Packing & Freight charges column is not filled by the tenderer, then, the price quoted in Basic price column shall be treated as inclusive of both Packing & Freight charges.
- 4. Tenderer should quote applicable CGST, SGST and IGST in percentage (%) only.

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.

Address:	(Signature with seal)
Date:	
Place:	