

 TNPL ICSI NATIONAL AWARD FOR EXCELLENCE IN CORPORATE GOVERNANCE	 2011-12	 2012-13	Tamil Nadu Newsprint and Papers Limited Kagithapuram, Karur Dist. 639136, Tamil Nadu	
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			Corporate Identify No.L22121TN1979PLC007799	

TENDER NO.242513006537

February 21, 2025

Dear Sirs,

Sub: Fixing transport contractor for transportation of Undepithed Loose Bagasse from M/s. E.I.D. Parry (I) Ltd, Nagara P.O, Bagalkot, Karnataka to TNPL Unit-1, Kagithapuram through open market trucks with sticks / poles with gunny bags on rate contract basis for Sugar Season 2024-25.

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

Annexure - I	General Terms and Conditions
Annexure - II	E-tendering Terms and conditions
Annexure - III	Qualifying factors of the tender, Terms & Conditions for Reverse Auction and Process Compliance Statement
Annexure - IV	Commercial Bid
Annexure - V	Price Bid schedule is to be filled in the e-portal (BOQ)

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

The due date for submission of Tender documents including the Technical Cum Commercial Bid along with Tender fee/EMD and the Price bid online through E-procurement portal (<https://tntenders.gov.in/nlcgep/app>) is 28.02.2025 on or before 3:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 04:00 PM on 28.02.2025.

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.

Corporate Office: 67, Mount Road, Guindy, Chennai – 600 032
 Phone:(0091) 044-22354415/16/18. Fax:(0091)044-22350834/22354614
 e-mail: response@tnpl.co.in / export@tnpl.co.in

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

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

OPENING OF THE PRICE BIDS:

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

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

(a) Technical Bid is to be filled in the given format & uploaded.

(b) Price Bid (BOQ) is to be filled in the given format & uploaded.

(c) In the e-tender, the price bids received from the technically qualified bidders will be opened electronically.

(d) The 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 6 below):

LOADABILITY:

Tenderers shall quote their rate per MT basis and can operate Single axle normal Trucks, Double rear axle Trucks or Multi rear axle Trucks. However considering the variations in unladen weight of different kinds of trucks and nature of material, Payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal Truck, 19.50 MT for Double rear axle Trucks and 25 MT (12 wheels) / 30.50 MT (14 wheels) for Multi rear axle Trucks.

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.

TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. It is the responsibility of the tenderers to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federation and any other statutory regulations.

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

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01. EXPERIENCE:

The tenderer should have minimum three years experience in transporting bulk materials by Truck not less than 2000 MT per month in any three months during the past three years, i.e., 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.
- ✓ Documentary proof should be enclosed for quantity transported and it should not be less than 2000 MT per month in any three months during the past three years, i.e., Financial year 2021-22/2022-23/2023-24 in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS.

Tender received without year wise documentary proof for experience and quantity transported as above shall be rejected summarily without assigning any reasons whatsoever.

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

03. QUANTITY COMMITMENT (MINIMUM)

The contractor shall be in a position to transport minimum quantity of 250 MT of loose bagasse per day on weekly average basis from each sugar mill. Otherwise, their offer is liable for rejection. Total quantity of material to be transported shall be 500 MT per day from each sugar mill.

04. 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 through RTGS/NEFT mode.

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

Note :

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.

- (a) 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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TENDER NO: 242513006537**[4]****05. ADDITIONAL SECURITY DEPOSIT**

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

06. 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.

The details of requirement are as follows:

Sl. No.	Scope of work / Name & Place of Sugar Mill	Approx distance from TNPL	Estimated Bagasse Quantity	EMD (₹)	ASD (₹)
01	M/s. E.I.D Parry (I) Ltd, Nagaral P.O, Bagalkot Karnataka State.	727 KM	20,000 MT	2,00,000/-	1,00,000/-

The transporter should take care of loading of bagasse from the chute and as well as from the yard with the support of their own TRACTOR DOZERS.

The Earnest Money Deposit shall be returned to the un-successful bidders on finalization of tender and for successful tenderers, the EMD and special Security Deposit will be converted into interest free Security Deposit which shall be returned only after satisfactory completion of the contract.

Tenderers may take note of the following while offering their rates:

- **Tenderer may quote their rate per MT basis and can operate both or either single axle normal / Double/Multi rear axle Trucks.**
- **As per Loadability clause above, Payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal Truck, 19.50 MT for Double rear axle Trucks and 25 MT (12 wheels) / 30.50 MT (14 wheels) for Multi rear axle Trucks.**

However, if stamping is done in the Certificate of registration for the revision in the safe axle weight of vehicles, as per the notification Lr.R.No.32393/E4/2018 dated 03.09.2018 from the Transport Commissioner, payment shall be made for the actual loading capacity / passing weight mentioned in the certificate of registration

ENGAGEMENT OF CLEANERS:

Engagement of cleaners is not necessary inside the factory premises for the vehicles provided with the following facilities:

- Indicating Lamps for right / left with beep sound.
- Rear view mirrors on both the sides of the cabin to see movement of vehicles on either side.
- Reverse Horn / Reverse Light.
- Parking lights, reflective stickers etc. to indicate the parked Tippers.
- "No Hand Signal" affixed on the back door of the Tipper.

ENGAGEMENT OF CLEANERS FOR THE VEHICLES WHICH DON'T HAVE THE ABOVE FACILITIES IS COMPULSORY.

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TENDER NO: 242513008537**[5]****ONLY GOOD QUALITY BAGASSE TO BE TRANSPORTED**

Transporters shall take sufficient care and supervision to load only good quality bagasse generated during Sugar Season 2024-25. Under any circumstances, decayed/coloured and contaminated bagasse with foreign particles like plastic carry bags, plastic materials, wire, nail, coir materials, wooden particles etc shall not be transported. In case, the bagasse transported is found to be contaminated / not suitable for production of paper, such loads will be rejected. The cost of rejected bagasse incurred by TNPL will be recovered from the Transporter for which no transportation charges will be paid to the transporter for the rejected loads.

VALIDITY OF OFFER:

The rates quoted against the tender should be valid for acceptance for **90 days** from the date of closing of online 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.

The rate contract shall be valid for the sugarcane sugar season 2024-25 including Special/mini season if any.

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

TNPL reserves its rights to reject any or all the tenders without assigning any reasons thereof. The negotiation will be conducted with technically and Technical-cum-Commercially acceptable lowest bidder. In case the lowest negotiated rate appears to be reasonable taking into account the prevailing market conditions, the contract will be awarded to the lowest bidder. If the lowest bidder is not willing to negotiate and if the reduced rate of the lower bidder after negotiation is still considered high, the tender will be canceled and re-tendering will be done.

Thanking you,

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


D G M (PURCHASE)

encl: as above.





**TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
Kagithapuram, Karur District – 639 136**

Annexure – I

**GENERAL TERMS & CONDITIONS FOR TRANSPORTATION OF BAGASSE
FROM OPEN MARKET SUGAR MILLS**

01. SCOPE OF WORK:

The scope of work generally shall be transportation of Loose Bagasse from various sugar Mill Sites to TNPL Main Site as detailed below by mobilizing sufficient number of vehicles and manpower whenever required.

02. BAGASSE TRANSPORTATION:

- The contractor shall ensure that the trucks carrying bagasse are free from any foreign material like nails, coir rope, iron pieces, blue metal jelly etc.
- Loading of Loose bagasse shall be arranged by the transporter under his own arrangements. Only good quality bagasse generated during the current sugar season should be loaded. In case the bagasse loaded and transported is rejected due to bad quality, the cost of bagasse paid by TNPL to the sugar mill shall be recovered from the transporter and no loading and transportation charges will be paid for such rejected quantity.
- The quantity of Bagasse to be lifted from time to time would be specified by TNPL and any failure on the part of the transporter in lifting the specified quantity would be viewed seriously and action would be taken accordingly.
- While transporting, the bagasse shall be covered with good tarpaulin to avoid spillages. Gunny bags/plastic cover shall not be permitted. The condition of tarpaulin is subject to inspection by TNPL Officials. In case truck is not covered with proper tarpaulin, it will not be permitted to leave from Sugar Mill and similarly will not be permitted to enter Main Site factory gate.
- The trucks shall be unloaded manually by the contractor fixed by TNPL. In case of exigency, the transporter shall arrange the unloading manually as per the rate agreed in the work order. Required unloading labour shall be arranged by the transport contractor.
- In case the contractor fails to provide sufficient trucks, the bagasse shall be diverted to the storage yard at the Sugar Mill Site and the expenses incurred by the sugar mill if any has to be paid by TNPL and the same shall be recovered from the transporter. In such cases the reclaiming of bagasse from the yard and loading to the trucks shall be the responsibility of the contractor using required man power without incurring any extra cost to TNPL.

03. WEIGHMENT:

- The contractor shall ensure that all trucks carrying bagasse shall be weighed for gross and tare weight at Sugar Mill weigh bridges. The weighment recorded at Sugar Mill weigh bridge shall be applicable for all accounting and payment purposes. If found necessary, the same weighment shall be repeated at main site also.
- After weighment of bagasse, GC shall be prepared by the clerk appointed by the transporters at the sugar mills on round the clock basis and the transporter shall ensure sufficient manpower. If any of the trucks report with unsigned G.C, such truck will not be unloaded.



- A representative should be present at the bagasse loading point to regulate the trucks and organise in such a way that there should not be any spillage/traffic jamming and to get the instructions of TNPL officials and Security Officials from time to time.

04. The transit time allowed for every truck plying for Sugar Mill Sites shall be prescribed for each Sugar Mill site for compliance. These particulars are required to avoid jamming problem at the time of Loading and Unloading and also to avoid drivers sleeping en-route.

05. RTO REGULATIONS: It is the responsibility of the transport contractor to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Lorry Owners Association and any other statutory regulations.

06. UNLOADING OF BAGASSE:

Unloading of bagasse will be done manually by TNPL through their contractor. After unloading, the Gunny cloth, wooden stick, etc. should be removed in the same truck. Packing material like wooden stick, Gunny cloth, wire, twin etc should not be left at unloading point. All such materials should be removed by the transporter immediately after the bagasse is unloaded from the truck.

07. MOVEMENT OF COMMITTED QUANTITY OF BAGASSE:

Transporter shall transport the minimum committed quantity of loose bagasse per day on weekly average basis. The performance will be reviewed on monthly average basis.

(i) In case of satisfactory performance, the retention money of 5% for the particular month shall be released before end of the succeeding month.

(ii) In case the transporter fails to transport the minimum committed quantity per day on weekly average basis, the retention money of 5% deducted from their bill as per clause no.6(A) of the Special terms and conditions of the tender will be forfeited.

a) TNPL will review the performance of the transporter on monthly basis and in case any transporter continuously fails for 2 months in transporting the minimum committed quantity, TNPL reserves the right to cancel the order and engage any other transporter or choose any other mode of transport. Any additional expenditure incurred on this account will be debited to the account of the transporter in addition to the forfeiture of security deposit and additional security deposit and will take any other appropriate action as may be deemed fit by TNPL. It may further be noted that any shortfall in a particular month will not be carried forward to the succeeding month and transporter has no right to ask for additional quantity for attaining the shortfall of the preceding month. In case of non availability of bagasse at Sugar Mill for more than one day and in case of Force Majeure Conditions and/or due to any decision taken by TNPL, the transporter is not liable for the performance stipulated above for the proportionate period.

08. Generally Lorries will be allowed for unloading on first come first served basis at factory site. TNPL reserves its right to give over-riding priority to any truck or set of trucks on its own discretion in case of exigencies.

09. TERMS OF PAYMENT:

(b) Payment will be made only for the actual net weight quantity transported as mentioned in the clause.11 of General Terms & Conditions and the Clause.6 of the special Terms and conditions.

(c) Income-tax or any other taxes and duties which the transport company may be required to pay by Law, shall be deducted at source and the same shall be paid to the authorities concerned on the account of transport contractor. TNPL shall provide the required deduction certificates.

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- (d) Bills for the job carried out shall be submitted to the company in duplicate once in 15 days and the bills shall contain the following particulars.
- Work order Number and date
 - Description of the consignment
 - Date of booking
 - Originating station and destination along with particulars of weight actually recorded at paper mill and sugar mill site weigh bridge.
 - Lorry receipt/consignment note duly certified by authorized representatives of the company at sugar mill site/paper mill site to the effect that the consignment has been safely delivered.

Note I: . In case of bills submitted with errors in the above particulars the bill shall be returned to the transporters and the same shall be resubmitted after corrections. The date of resubmission will be treated as the date of submission of bills.

Note II: In case of loss of acknowledgement copy of LR/CN, the Duplicate GC should be obtained within 20 days. Thereafter TNPL will not be responsible for non production of GC/non settlement of payment. Indemnity bond in Non Judicial Stamp Paper for the value of Rs.80/- for each G.C. shall be executed in the prescribed format issued by transport section.

Note III: If any corrections are there in the bill, it is to be rectified within 3 days after submission of the bill.

Note: IV) The transporter shall ensure that the bill submitted for complete transportation for the particular period. The supplementary bills shall be raised only for missing G.Cs after getting duplicate acknowledgement only once in a month.

(d) Payment will be effected after scrutiny within fifteen days from the date of receipt of bills complete in all respects at TNPL.

(e) Bills routed through bank are not acceptable.

(f) 95% Payment will be effected after scrutiny within fifteen days from the date of receipt of bills complete in all respects at TNPL and balance 5% will be retained towards retention amount which will be released subject to satisfactory performance of the work as detailed in clause.6 of Special terms and conditions of this tender. The transporter shall have no claim for any interest or any other compensation with respect to any delay in payment of interim or final bills for the refund of Security deposit/Additional Security deposit or in respect of any amount which may be with TNPL owing to any dispute between contractor and TNPL.

10. VALIDITY OF OFFER:

The rate quoted in the tender shall be kept valid for 90 days from the date of closing of online auction for finalization of tender. No bidder can withdraw his offer or upward revision of rates or revoke the same within the same period of 90 days or within the mutually agreed extended date. If any bidder withdraw his tender or upward revision of rates or revoke the same within the above period, EMD amount remitted by the tenderer will be forfeited and suitable penal action will be taken.

11. Considering the variations in unladen weight of different kinds of trucks and nature of material (bagasse), Payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal Truck, 19.50 MT for Double rear axle Trucks and 25 MT (12 wheels) / 30.50 MT (14 wheels) for Multi rear axle Trucks. However, it is the responsibility of the tenderers to take care to 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 Federations and any other Statutory regulations.

**12. FORMULA FOR REVISION IN DIESEL PRICE (INCREASE/DECREASE):**

If the Diesel price increases/decreases beyond 5%, the freight rates will be revised as per the formula given below and the revisions (increase/decrease) in freight rate will be effected after 15 days from the date of diesel price revision. (However in case the first increase/decrease from the Present Rate is below 5%, the freight rates will be revised whenever the cumulative increase/decrease reaches 5% from the present diesel price). Accordingly subsequent revisions will be effected whenever cumulative increase/decrease reaches beyond 5% from the revised rate.

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

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

During the currency of the contract, escalation on any account whatsoever will not be entertained, other than the Diesel Price variation as detailed above.

13. GOODS & SERVICE TAX:

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

14. It is the responsibility of the contractor to retain one of their representatives permanently at the factory premises to receive instructions and to handle this situation during exigency when there is a problem at unloading station resulting accumulation of trucks at the factory gate.

15. The transporter shall submit a consolidated statement indicating the quantity transported along with truck number, consignor copies of GC notes for Bagasse at Sugar Mill Site and TNPL site respectively once in a fortnight.

16. The transporter should mobilise adequate trucks or withdraw as the case may be depending on the availability of bagasse and the condition of the system at bagasse receiving station at main plant. Any disruption at any of the points will be communicated to the transporters by either telephonically or telegraphically or through a messenger and it is the responsibility of the transporter to take adequate steps which warrants at the particular situation without affecting the performance. However TNPL will not take any responsibility of reimbursing the loss incurred by the transporters by diversion of trucks or stoppage of work on such occasions.

17. If any of the trucks transporting bagasse gets unduly delayed either due to problem on the way or breakdown, the final weight will be taken into consideration for billing as well as evaluating the damage/penalties.

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18. INSURANCE:

a) The Contractor 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. The Contractor 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 Contractor 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/ Offsites / Sugar Mill premises. It is therefore the responsibility of the Contractor to insure his truck crew and workmen working at the TNPL factory/Off-sites/Sugar Mill sites 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 contractors before commencement of work in respective off-sites. The necessary premium amount for the above policy shall be reimbursed by TNPL on production of receipt and copy of Insurance policy. This policy provides coverage for death due to any accident to the transporters' crew/or loading men inside the premises upto Rs.1,00,000/- and additionally Rs.1,00,000/- towards Medical expenses for treatment of injury due to accident inside the sugar mill premises. This is in addition to work men compensation policy which is currently being arranged by the Contractor. ✓

The necessary documents such as initial Medical report, discharge summary, fitness certificate are to be submitted to the concerned site-in-charge within 15 days from the date of accident till closure of the case so as to submit periodical report to Factory Inspectorate through the Sugar Mill. ✓

The Security Deposit shall be released by Offsite Dept after obtaining the completion certificate from the respective site in charge subject to complying the above norms in case of any accidents occurs during the contract period. ✓

19. All consignments/Material once handed over to the transporter will be safely delivered at respective destination by them without any damage. All the materials are carried at the risk of transporter and in case of any damage to the material the cost shall be recovered from the transporter. ✓

20. In case of failure of the transporter to execute any part of the work entrusted to them satisfactorily, TNPL will arrange to get the job done by alternate means and any extra cost incurred in getting the work done will be debited to the transporter's account. ✓

21. TNPL reserves the right to split the work order among more than one transporter and the transporter should be prepared to handle part of the job entrusted to them. The transporter is required to co-ordinate and co-operate with the other transporters for smooth operation. If any dispute arises between the transporters, the decision given by TNPL is final and binding on all of them. ✓

22. If any dispute arising out of the above said rate contract, the matter shall be referred to only the Court at Karur District, Tamil Nadu. ✓

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23. CONDITIONS OF THE VEHICLES:

- (a) Vehicles provided for transportation job should be in sound condition and free from starting trouble, brake failures, light failure, generation of smoke and other defects. Self starting system should be in perfect condition. Otherwise, the trucks will not be permitted to ply. ✓
- (b) All efforts should be made to avoid spillage during transit. Spillage of Bagasse en-route will be causing nuisance to the public and strictly prohibited under pollution control regulations. It is, therefore, necessary that the trucks used for bagasse transportation should have a sound body without any openings. Bagasse should not be loaded more than one foot of the cabin of the truck but within the height limitations prescribed in Highway/R.T.O regulations. Sides of the trucks should not bulge with bagasse causing hindrance to other vehicles on the road/public. Also the sticks/poles used in the truck should not project above the height upto which bagasse is loaded. ✓

24. The transporter shall deploy only such vehicles with valid clearance from the RTO. Transporter shall be thoroughly conversant with all the transport regulations in force and shall be responsible for obtaining the necessary permission and sanction from the concerned authorities. TNPL will not be responsible for any violation of the transport regulations by transporters or by their operating crew.

25. The drivers engaged by transporters shall hold valid heavy vehicle license and TNPL reserves the right to check license and insurance papers as and when required.

26. The transporters should keep all documents such as RC Book, driver's valid license etc with the truck driver and TNPL will have access to verify the documents from time to time and transporter should not object for such verification. ✓

27. TRANSPORTER TO TAKE CARE OF PUBLIC INTEREST:

The following points which may cause nuisance to public should be taken care of by the transporter. ✓

- Spillage of material on the public roads.
- Pollution problems reported by District Authorities because of flying of bagasse particles from the fast moving trucks.
- Damaging of trees on the highways and electrical/telephone lines by over loading of trucks enroute to paper mill site. ✓

28. CONDUCT OF PERSONNEL EMPLOYED BY TRANSPORTERS:

- (a) Transporters are required to post their representative at Paper Mill as well as in the Sugar Mill site and the representative should be competent enough to co-ordinate with TNPL authorities as well as the various labourers, Lorry Drivers, cleaners etc. Adolescent persons are not permitted for this job. ✓
- (b) Transporter/Contractor has to ensure that his Drivers/ Cleaners behave properly with the officials and operative staff of connected department at TNPL site and at Sugar Mill site. In case of any problem, the matter should be reported by transporter only to the concerned authorities of TNPL and under no circumstances the drivers/cleaners are permitted to take direct action. The drivers/cleaners and other operative crew who are observed not behaving properly, will be sent out of the premises of TNPL / Off-Site area and the trucks operated by them will not be permitted further. TNPL also reserve its rights to take criminal action against the misbehaved vehicle crew by reporting to the nearest Police Station/handing over the misbehaved crew to Police, ✓

- (c) Transport operative personnels are not permitted to smoke inside the premises of TNPL site and sugar mill sites. Further, the employee of the transporters should be free from alcoholic effects when they are at work.

Bringing beedy, cigarettes etc is strictly prohibited within offsite installation. In case such defaulters are found during the operation a fine of Rs.5/- shall be charged for each occurrence.

- (d) Heavy Vehicle Driving License should be there for the person engaged for driving. Unlicensed persons are not permitted to drive the vehicles even if it is for movement of the vehicle for short distance or for placement. The driver/Cleaner should always be available along with the truck.

- (e) Under no circumstances, the contractor's vehicles are permitted to be kept inside the plant premises (Paper Mill as well as sugar mill sites) without the driver. Even during waiting time, the driver and cleaner should be available with the truck for any movement and no one should sit/sleep under the parked vehicle.

- (f) To enforce proper discipline in day to day operations, wherever situation warrants TNPL will be issuing memos on the spot in a prescribed form containing necessary particulars. One copy will be served to the concerned operative personnel of the transporter and another will be posted to the transporter for his information and rectification. If the contents of the memo is not proved otherwise by the contractor within a week, TNPL will be levying a penalty of Rs.100/- for each occurrence and the same will be deducted from the transporters bill.

- (g) Any demand/problem of the load men should be met by the contractors only. All the workmen including the GC clerk and representative should wear safety helmet. Apart from that the coal unloading persons should wear gumboots. No other untrained persons like driver, cleaner and new persons shall not be permitted to claim the truck. Any deviations / Violence of the clause a fine of Rs.5/- for every occurrence shall be levied.

- (h) TNPL is not liable for any injury or accident which may cause to the operating crew within the factory premises. It is therefore the responsibility of the transporter to insure his Vehicle crew and workmen adequately. Copy of Insurance Policy should be produced to TNPL before commencing the work.

29. In case of abnormalities, the following shall be strictly adhered to:

- a) In case of any accident enroute, the matter should be reported through quickest means by the transporters to TNPL Site as well as to the concerned sugar mill site indicating the particulars of accident and the damage caused. Under no circumstances the delay in reporting should be more than 12 hours.
- b) Similar reporting should be done for brake down of their vehicle and loss of any material i.e Bagasse. Under no circumstances, the delay in reporting should be more than 12 hours.
- c) The truck operative personnel should take sufficient care to avoid over speeding and damage to public properties and TNPL's properties. In case, any such things happen, the matter should be reported immediately to the concerned offsite as well as TNPL site by quickest means. Under no circumstances, the delay in reporting should be more than 12 hours.
- d) In case of public accident, the transporter should arrange to report the matter to the concerned public authorities as well as TNPL immediately. Under no circumstances, the vehicle which met with an accident should be brought inside the factory premises before the matter is settled.

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20/12

- e) In case of withdrawal of trucks for the purpose of obtaining fitness certificate or for any other unforeseen reasons, the matter should be reported to TNPL well in advance and alternate arrangements should be made simultaneously. ✓
- f) To exercise effective control on trucks mobilisation and for other operational checks at various points enroute, the transporters are expected to ply their trucks only through the nominated routes. Diversion of routes due to road block or any other convenience should be communicated to the TNPL site by quickest means. Under no circumstances, the delay in communication should be more than 12 hours. ✓

30. SHORTAGE/LOSSES IN TRANSIT:

The weight recorded at Sugar Mill weigh bridge shall be taken for all payments and accounting purposes. However TNPL at its own discretion may re-weigh either some or all the trucks at TNPL site weigh bridge and the lowest reading will be considered for all payment and accounting purposes. However, 0.5% variation in the quantity is permitted as shortage on truck to truck basis to take care of inaccuracies in weigh bridges at sugar mill site and TNPL site. If any shortage is observed beyond the permissible limit of 0.5%, the cost of the material found short beyond 0.5% shall be debited to the contractor's account based on the landed cost of the material. However, due to delay in unloading, any variation in weight is observed because of moisture loss, no recovery towards variation in weight is applicable.

31. If at any given time, after commencement of work, TNPL does not require the whole work or part of the work to be carried out for any reason whatsoever, TNPL will intimate the same to the contractor and the contractor shall have no claim whatsoever for any compensation.

32. PENALTY CLAUSE:

a) Contractor should always use good quality tarpaulin for covering bagasse so as to prevent spillage enroute. In case at any time it is found that the tarpaulin used are not good which cause spillage, TNPL reserves the right to impose a penalty of Rs.1,000/- per occurrence. If same truck is found next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e., increase of Rs.1000/- per occurrence. After 3rd occurrence, the truck will be removed from the fleet. In addition to the above, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using good quality Tarpaulin.

b) After unloading of Bagasse, the spillages of Bagasse on the truck (Like Channels, angles, back doors & top of the cabin, etc.,) should be cleared by truck drivers / Cleaners before leaving the sites. In case at anytime, contractor fails the above condition, TNPL reserves the right to impose a penalty of Rs.1,000/- per occurrence. If same truck is found next time with similar defect, a penalty of Rs.2,000/- shall be imposed i.e. increase of Rs.1,000/- per occurrence. After 3rd occurrence, the truck will be removed from the fleet. In addition to the above, TNPL reserves the right to cancel the order if the contractor fails to comply the above condition.

c) All the truck drivers should use "Safety Helmet, Fall Arrestor and Safety Belt" while covering the Tarpaulin at tippler unloading point at main site. Contractor has to provide safety helmet to truck crews at their own cost. In case at any time if the truck drivers are not using the Safety Helmet, Fall Arrestor and safety belt while removing the tarpaulin, TNPL reserves the right to impose appropriate penalty of Rs.1,000/- per occurrence per transporter. If the same transporter's truck is found next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e., increase of Rs.1000/- per occurrence per transporter. After 3rd occurrence, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using Safety Helmet, Fall Arrestor and Safety Belt.



**TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
Kagithapuram, Karur District – 639 136**

**SPECIAL TERMS & CONDITIONS FOR TRANSPORTATION OF BAGASSE
FROM OPEN MARKET SUGAR MILLS**

1. Offers of those transporters who do not commit to transport Loose Bagasse of minimum quantity per day on weekly average basis as mentioned in the tender from the Sugar Mills are liable for rejection.
2. In case the transporter transports less than the committed quantity per day on weekly average basis and loose bagasse is accumulated at Sugar Mill Site for want of truck/any fault of the transporter, such accumulated loose bagasse will be transported by TNPL by engaging any other Transporter at the prevailing market rate and extra expenditure incurred by TNPL shall be recovered from the transporter. In addition, due to the transporter's failure to transport the committed quantity per day on weekly average basis, bagasse is accumulated and hampered the sugar Mill operation, Sugar Mill shall arrange to heap and level the bagasse by engaging Bull-dozer, tractor, etc and the expenditure if any, incurred by Sugar Mill and paid by TNPL such expenditure will be recovered from the transporter.
3. In case, the transporter transports the material in diverted route due to diversion imposed by government authorities, civil commotions/disobedience, strike, road roko, accident and other unexpected reasons/incidents, traffic jam etc. or any other reasons, no compensation for extra kilometers will be paid to the transporter.
4. The purchase orders will be valid till the completion of the sugar season including Mini/Special crushing seasons, if any and during the validity period of the contract no revision in rate will be allowed except due to revision in Diesel Price.
5. The tenderer should quote for all the items of the bidding schedule otherwise their offer is liable for rejection. The successful tenderer shall undertake all the items of the work without any demur. In case of failure, such work shall be got done by any other transporter/agency and any extra expenditure incurred by TNPL shall be received from the defaulting transporter.
6. **PERFORMANCE:**
 - (a) Bagasse is the main raw material for TNPL. If bagasse is not lifted and transported from the Sugar Mills as and when available by the transporters, the same will be a loss and TNPL's production schedule affected badly. Therefore, the transporters shall transport the committed quantity on weekly average basis and ensure that the entire bagasse generated on daily basis is transported without fail. 5% of the bill value of Bagasse transported shall be withheld by TNPL as Retention Money.

The transporter's performance will be reviewed during succeeding month. In case the transporter transport the committed quantity on weekly average basis, the retention money will be released before end of the succeeding month. Otherwise, the retention money of the month shall be retained by TNPL. After completion of the Sugar Season, the performance of the transporter will be reviewed. The transporter should transport minimum 90% of the committed quantity per day on weekly average basis. In case the transporter do not reach the performance level of 90%, their performance will be treated as unsatisfactory and the retention money retained, security deposit and additional security deposit shall be forfeited.

Spoke



The above performance level shall not be applicable in case of

- i) Non availability of required quantity of bagasse
 - ii) Force majeure conditions such as industrial disputes general strike, other strike lockouts, wars, invasion, hostilities, riots, earthquakes, storms, floods, famine, epidemics, fire, explosions, legislation or any other Govt. action etc.
- (b) In case the transporter fails to transport the committed quantity on weekly average basis continuously for two months, TNPL reserves its right to cancel the work order and engage any other transporter at their risk and cost. Any additional expenditure incurred due to such actions, the same will be to the account of the transporter in addition to forfeiture of Security Deposit, additional Security Deposit and retention money of 5% retained and TNPL will take any other appropriate action as deemed fit.
7. As the loading and transportation is to be arranged by the Transport Contractor it should be ensured that only good quality bagasse generated during the current sugar season only should be loaded. Decayed, coloured bagasse should not be loaded under any circumstances. If the bagasse loaded and transported is decayed, coloured and not suitable for our use such bagasse will be rejected and the cost of bagasse paid to the Sugar Mill will be recovered from the Transporter. No loading and transportation charges shall be paid to the Transport contractor for such rejected bagasse.
 8. While loading and transporting if wooden stick's used in the truck for packing the bagasse, the wooden stick should completely be debarked. The bark should not get mixed with bagasse under any circumstances.
 9. The transport contractor should visit the respective sites at least once in a fortnight and discuss with respective site in-charges on problems faced if any.

SIGNATURE OF THE TENDERER

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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.

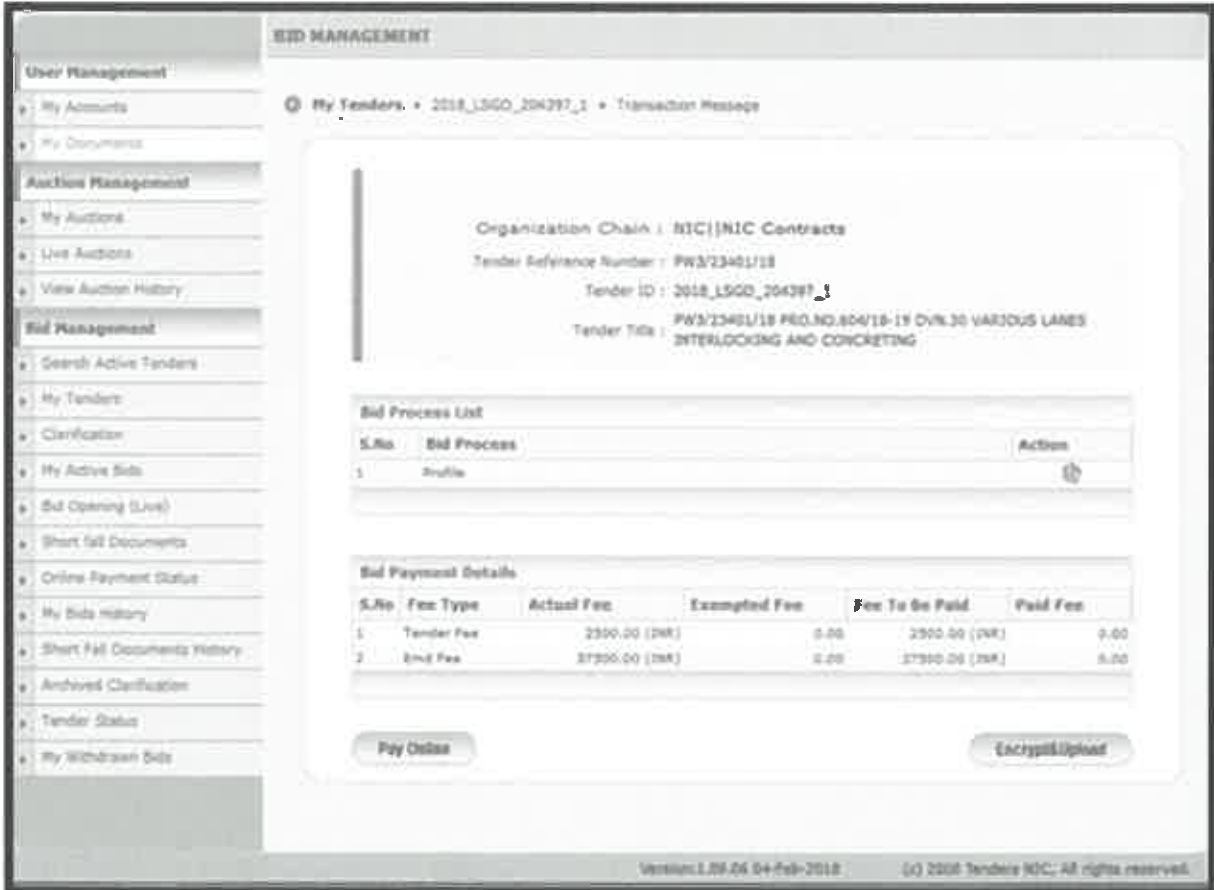


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[4]

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' interface. 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 : PWS/23461/18
- Tender ID : 2018_1500_204297_3
- Tender Title : PWS/23461/18 PEO.NO.804/18-19 OVR.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	2300.00 (INR)	0.00	2300.00 (INR)	0.00
2	Emd Fee	27300.00 (INR)	0.00	27300.00 (INR)	0.00

At the bottom of the main content area, there are two buttons: 'Pay Online' and 'Encrypt/Upload'. The footer of the page indicates 'Version:1.29.04 04-Feb-2018' and '(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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TENDER NO:242513006537**[5]****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>.

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TENDER NO.242513006537**[6]**

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

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- 6.25 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.
- 6.26 Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
- 6.27 No deviation to the technical and commercial terms & conditions are acceptable.
- 6.28 Bidders are required to sign in each page of the Bid specification.
- 6.29 TNPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

7.0 LATE BID:

The Electronic bidding system would not allow any late submission of bids after due date and time, as per server time.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 8.1 Bidders may modify their bids online before the deadline for submission of bids.
- 8.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 8.3 No bid may be modified after the deadline for submission of Bids.

9.0 ASSISTANCE TO BIDDERS:

- 9.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person / email ID indicated in the Notice inviting tender.
- 9.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

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

10.0 SUBMISSION OF HARD COPIES OF DOCUMENTS, IF REQUIRED

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

11.0 E – TENDER AND E- REVERSE AUCTION

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



- 11.2 After opening of the Price Bid, the Bidders who shall become eligible to participate in the Reverse Auction as per the conditions stated in this Document, known as the Qualified Bidders, will be intimated about their qualification through notification on the <https://tntenders.gov.in/nicgep/app> website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the <https://tntenders.gov.in/nicgep/app> website and log in to see whether they have qualified or not. TNPL will not be responsible for non-receipt of email by the Bidder and its consequences.
- 11.3 E-Bidding is the process of inviting final price offers from the Qualified Bidders through internet for the purpose of determination of the lowest Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Auction).
- 11.4 The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put his price Bid below the displayed current L1 Bid by decrement as specified in above point, to become the L1 Bidder. The lowest price obtained after completion of the Reverse Auction Process, shall be the Closing Price and the bidder quoting the same will be considered as the L1 bidder.
- 11.5 The electronic Bidding process for E-reverse auction will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put his price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 5 (five) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 10 (ten) minutes from the last received Bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price Bids are received.
- 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. ✓

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- 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.

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- 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. ✓



TENDER NO.242513006537**[11]**

13.29 In case user ID is locked, you are requested to call helpdesk at **(<https://tntenders.gov.in/nlcgep/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/nlcgep/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.

Handwritten signature and date: 10/12



TENDER NO.242513006537

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:

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

All other terms and conditions are as per TNPL tender.

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

- 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. 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.

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.

July 2012



MM/SP/TENDER: 242513006537

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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.

Handwritten signature and date: 10/12



TAMILNADU NEWSPRINT AND PAPERS LIMITED

MM/SP/TENDER: 242513006537

PROCESS COMPLIANCE STATEMENT

Bid Event to be held for Transportation of Undepithed Loose Bagasse from M/s. E.I.D. Parry (I) Ltd, Nagara P.O, Bagalkot, Karnataka to TNPL Unit-1, Kagithapuram through open market trucks with sticks / poles with gunny bags on rate contract basis for Sugar Season 2024-25.	TNPL TENDER No.	242513006537 Dt.21/02/2025
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Name of the Organization:

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

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

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

13. **Validity:**

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

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

TENDER NO. 242513006537
ANNEXURE – IV
COMMERCIAL BID
DUE ON 28/02/2025
TRANSPORTATION OF UNDEPITHED LOOSE BAGASSE FROM M/S. E.I.D. PARRY (I) LTD, NAGARAL P.O, BAGALKOT, KARNATAKA TO TNPL UNIT-1, KAGITHAPURAM THROUGH OPEN MARKET TRUCKS WITH STICKS / POLES AND GUNNY BAGS FOR THE SUGAR SEASON – 2024-25
NOTE: Before filling up the details, please carefully read all the points. No correction or overwriting is allowed.

01.	Name of Tenderer on whom order to be released:	
	Door No./Street	
	Name of Village/Place/City:	
	District / PIN Code	
	Name of the Contact person	
	Phone / Mobile No	
	E-mail ID	
	Income Tax PAN No.(copy of PAN card should be enclosed)	
	GST Registration No.(copy of Registration should be enclosed)	
02 (a)	Whether the tenderer has minimum <u>three years experience</u> in transporting bulk materials by truck during the past three years, i.e. Financial year 2021-22, 2022-23 & 2023-24. <u>The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years.</u>	YES / NO
02 (b)	Whether the quantity transported by the tenderer is not less than <u>2000 MT per month in any three months</u> during the past three years, i.e. Financial year 2021-22, 2022-23 & 2023-24. If yes, <u>should enclose the documentary proof in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS.</u>	YES / NO
03	Whether the tenderer is in a position to transport minimum quantity of <u>250 MT of undepithed loose bagasse per day on weekly average basis from each sugar mill.</u> Otherwise, their offer is liable for rejection.	YES / NO
04	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).	YES / NO
05	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.	YES / NO



TENDER NO. 242513006537

DUE ON 28/02/2025

COMMERCIAL BID

ANNEXURE – IV

06	ADDITIONAL SECURITY DEPOSIT: The successful tenderer who gets order should furnish Additional Security Deposit of ₹1,00,000/- by DD. (Those who do not agree for the above condition will not be eligible for qualifying in the tender).	AGREED / NOT AGREED
07	Whether the Partners or Directors or Proprietor as the case may be of the Company are related to any of the Employees of TNPL. (If yes, a declaration to this effect giving the details of the Name of the Employee, Relationship, etc. should be provided separately.)	YES / NO
<p>I / We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agree to the terms and conditions of TNPL. (In case of any mis-statement or false information furnished, the tenderer will disqualify in the tender).</p> <p>I / We hereby declare that all the terms and conditions of the TENDER NO.242513006537 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO.242513006537.</p>		
Date:		Name, Address & Signature with Seal
Place		
Contact Person		
Phone / Mobile No.		

[Handwritten signature]
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TENDER NO. 242513006537 ✓

ANNEXURE - V

PRICE BID

TRANSPORTATION OF UNDEPITHED LOOSE BAGASSE FROM M/S. E.I.D. PARRY (I) LTD, NAGARAL P.O, BAGALKOT, KARNATAKA TO TNPL UNIT-1, KAGITHAPURAM THROUGH OPEN MARKET TRUCKS WITH STICKS / POLES AND GUNNY BAGS FOR THE SUGAR SEASON – 2024-25 ✓

DUE ON: 28/02/2025 ✓

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

SL NO	DESCRIPTION OF WORK	RATE PER MT (₹) FOR OPEN MARKET TRUCKS WITH STICKS / POLES & GUNNY BAGS	Minimum Quantity of LOOSE BAGASSE that can be transported per day on weekly average basis
1.	M/s. E.I.D Parry (I) Ltd, Nagaral P.O, Bagalkot Karnataka State.	TO BE FILLED IN ONLINE PORTAL	TO BE FILLED IN ONLINE PORTAL

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

The quantity indicated in the tender is only our estimate and the same shall vary on either side without any limitation. The rate quoted by the tenders should not have any binding on quantity indicated in the tender.

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

[Handwritten signature]
20/2/25