

	<p>Tamilnadu Newsprint and Papers Limited (A Government of Tamilnadu Enterprise) Kagithapuram – 639 136. Karur Dist. Tamilnadu, INDIA. Phone : (0091) 04324 – 277 001 (10 lines) Fax -Store : (0091) 04324 – 277 025 Fax- Purchase : (0091) 04324 – 277 026 e-mail : stores.dis @tnpl.co.in</p>	 
---	--	---

TENDER NO.MM/SS/TENDER/2018058

March 4, 2019

TO

Dear Sirs/Madam,

Sub: Tender-cum-Auction for disposal of Coal Ash/ Dry fly Ash/ Wet fly ash from TNPL Unit 1, Kagithapuram on “as is where is” / annual rate contract basis
Ref: Our Tender No. 2018058 dt. 04.03.19

Tamilnadu Newsprint and Papers Limited (TNPL) would like to dispose of Coal Ash/ Dry fly Ash/ Wet fly ash from TNPL Unit 1, Kagithapuram for a period of one year on annual rate contract basis. The quantity given in annexure-I is approximate and TNPL does not guarantee for the same during the sale order period. In this connection please find enclosed the following:

ANNEXURE - I	Part - A - General Terms and Conditions (Ref:P3-6)
	Part - B- Terms and Conditions for Forward Auction (Ref:P7)
	Part – C- Process Compliance Statement (Ref:P8-9)
ANNEXURE - II	Commercial Bid & EMD Details :
	Part-A - EMD Details (Ref:P10) Part-B - Commercial Bid (Ref:P11-12)
ANNEXURE - III	Price Bid Details (to be submitted in separate sealed cover) (Ref:P13)

The tenderers are requested to go through Annexure –I (Part A- General Terms and Conditions of Tender, Part B- Terms and Conditions for forward auction and Part C- Process Compliance Statement).The tenderers are requested to send one copy of the **Annexure - I duly signed with company seal affixed in all pages in token of acceptance**, along with dully filled in **Commercial Bid, EMD and Tender fee details (Annexure II)** in a separate sealed cover. Please write on the top of the cover in capital letters as “**COMMERCIAL BID**” and address it to **ASSISTANT GENERAL MANAGER (MECHANICAL), TAMILNADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur Dist., Pin: 639 136, Tamilnadu.**

The Price Bid (Annexure – III) should also be sent in a separate sealed cover super scribing Tender No and the Due date with “**PRICE BID**” written in capital letters on the top of the cover. Both the covers containing “**COMMERCIAL BID**” and “**PRICE BID**” are to be put in one sealed cover super scribing the TENDER NO and DUE DATE and addressed to **ASSISTANT GENERAL MANAGER (MECHANICAL), TAMILNADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur Dist., Pin: 639 136, Tamilnadu.**

The due date for submission of “**COMMERCIAL BID**” (Commercial Bid, EMD details along with DD) and “**PRICE BID**” is **23.03.19 at 3.00 PM.**

The **Commercial Bid** will be scrutinized first and those who qualify in the **Commercial Bid** satisfying all the tender conditions will only be considered for Price Bid stage.

QUALIFYING FACTORS OF THE TENDER:

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

- **For Coal Ash:** The tenderer should submit valid consent to operate standing in the name of tenderer issued by TNPCB under both Water and Air act for storing and handling any kind of Ash along with commercial bid.
- **For Dry / Wet Fly Ash:** In case the tenderer is traders, the tenderer should submit valid consent to operate standing in the name of tenderer issued by TNPCB under both Water and Air act for storing and handling any kind of Ash along with commercial bid. In case the tenderer is a Fly ash bricks / block manufacturer, the tenderer should submit a duly executed specific indemnity bond in Non – Judicial stamp paper for awarding sale order.
- If the storage land is owned by the tenderer, sufficient valid documentary proof should be submitted along with the tender document.
- If the storage land is leased land, duly registered lease deed with the purpose of the lease mentioned in the lease deed should be submitted along with commercial bid.

OTHER CONDITIONS THAT THE TENDERER HAS TO COMPLY.

1. Tenderer should submit commercial bid and price bid in a separate sealed cover and put together in a single sealed cover.
2. Tender cover should reach on or before 03:00 PM of due date at Purchase section, TNPL Unit1.
3. Submission of Tender fee of Rs.590/- (Tender fee Rs. 500/- plus GST 18%)
4. Submission of EMD of Rs.40,000/- for each material.
5. Acceptance of price validity as per tender.

PRICE BID STAGE:

At Price Bid stage, TNPL will follow the following methodology to finalize the tender:-

- Price Bid will be obtained from the tenderer in a separate sealed cover along with Commercial Bid in another sealed cover.
- TNPL will fix the opening price and minimum bid increment for the Forward auction. The date and time of Forward auction will be communicated to the tenderers those who have qualified in commercial bid separately.
- After completion of the Forward Auction, on the same day or next working day at 4:00PM, TNPL will open the price bids of the qualified tenderers in the presence of interested tenderers.
- The highest offer received through Forward auction or through Price Bid whichever is higher only will be considered for placement of order.

EARNEST MONEY DEPOSIT (EMD):

An EMD amount shall be furnished by way of Demand Draft drawn in favour of **Tamilnadu Newsprint and Papers Limited payable at Karur.** The EMD amount should be enclosed along with **COMMERCIAL BID only.**

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.

Offers received without EMD will be rejected / disqualified.

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.

The tenders submitted by those who have been black listed by TNPL shall be returned unopened.

NOTE: TNPL is not bound to accept the highest quotation. TNPL may accept or reject the highest quotation or any quotation at its sole discretion and go for re-tendering in case the highest rate obtained in the tender is considered as low.

The interested new tenderers are requested to register themselves in the website www.tnpltenders.com and forward the Demand Draft for Rs.590/- towards registration fee in favour of M/s TAMIL NADU NEWSPRINT AND PAPERS LTD., payable at Karur.

TNPL is not responsible for any postal or any other delay in submission of bid on due date and in time.

Yours faithfully,


for TAMILNADU NEWSPRINT AND PAPERS LIMITED,


ASSISTANT GENERAL MANAGER (MECHANICAL)

ENCL: As above

4/3/19

M
4/3/19

	TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM	TENDER NO 2018058
	ANNEXURE - I: PART-A.	
	GENERAL TERMS & CONDITIONS	04.03.19

1. The following material is available for disposal at TNPL Unit 1, Kagithapuram on "As is where is" basis:

LOT NO	MATERIAL DESCRIPTION	UOM	QUANTITY (APPROX)	E.M.D AMOUNT Rs.
1	Coal Ash from Power Boiler 1-4	MT	4000	40,000/-
2	Dry Fly Ash from Boiler 1-7	MT	5000	40,000/-
3	Wet Fly Ash from Boiler 1-7	MT	6000	40,000/-
(GST 5% and TCS @ 1% extra to buyer 's account)				

2. **SCOPE OF WORK:** The successful buyer should collect the Ash on "As is where is" basis and without any "COMPLAINT".
3. The Earnest Money deposit of the successful bidder shall be converted into Security Deposit and shall be returned after satisfactory completion of the sale order.
4. a) **PRICE VALIDITY:** The firm price offer and Forward Auction offer should be kept valid for acceptance for a period of 60 days from the date of opening of price bid /Forward Auction date, whichever is later. No bidder is permitted to withdraw their offer within the validity period of the tender or before finalization of the order. In such case EMD will be forfeited & Bidder will be blacklisted.

b) **VALIDITY:** The sale order is valid for a period of One year from the date of sale order. The order may be extended up to one month. The sale order validity will be limited to the validity of the consent order to operate issued by TNPCB. The buyer should produce the renewal of the consent order to operate on or before the expiry of the consent order to operate issued by TNPCB, so that the validity of the sale order can be extended up to the contract period. Otherwise, the sale order will be limited to the validity of consent order to operate and further Sale shall be at the discretion of TNPL.
5. The sale order may be issued to one/more parties at the discretion of TNPL
6. The buyer shall be allowed to lift the Coal Ash/ Dry Fly Ash / Wet Fly Ash only after advance payment for the quantity available including applicable taxes. The remittance has to be made by RTGS/DD in favour of Tamilnadu Newsprint and Papers Limited payable at Karur.
7. The buyer should produce the GSTIN & PAN Number and a copy of the documentary proof along with Tender.
8. Basic rate only to be quoted and applicable GST extra to the Buyers' account during the validity period of the sale order.
9. Rights of participation will be for people who after inspecting the material, pre qualify themselves by paying the EMD and who have not been previously blacklisted by TNPL. Final decision regarding participation will be with TNPL.
10. The rates offered by the highest Bidder will remain firm throughout the contract. Sale confirmation, Sale Order, Invoices etc. will be released only in the name of the Buyer who has initially registered and participated in the Auction. There will not be any change between the registration and completion of transaction.

SIGNATURE OF THE TENDERER WITH SEAL



- 11 While taking delivery of the COAL ASH/ DRY FLY ASH / WET FLY ASH, if any damage is caused to the premises or other machinery lying nearby, the Company shall recover all such costs required to reinstate the damage into the original position and stop delivery of the material till all the costs are paid.
- 12 Material lifting shall be as per the guidelines of TNPL only. Buyer shall have no right to choose / pick the Coal Ash/ Dry Fly Ash / Wet Fly Ash out of due total lot.
- 13 **INSURANCE FOR WORKMEN EMPLOYED BY THE BUYER:** The buyer should submit Insurance Policy under workmen compensation Act for the staff / workmen engaged for co-ordination / material lifting by them for the entire contract period before commencement of work. TNPL is not responsible for any accidents occurred to employees of buyer/ any other person engaged by the buyer.
- 14 Emission Test certificate issued by a testing agency authorized by Transport department of T.N to comply emission norms (except Tractor) has to be provided to TNPL for vehicle engaged for transporting ash.
- 15 **DRIVING LICENCE:** The drivers employed by the buyer shall possess valid driving license and TNPL reserves the right to check these papers and certificate of Insurance as and when required. TNPL in no way be responsible for violation of transport regulations by the buyer and their crew.
- 16 The Buyer shall be responsible to ensure that their employees follow safety regulations and as per TNPL stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks, Safety Shoes, Goggles etc., as necessary for their safety.
- 17 Once the Coal Ash/ Dry Fly Ash / Wet Fly Ash is taken out of the factory gate, Buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of Dry Fly Ash / Wet Fly Ash etc.
- 18 Should the Buyer wish to take delivery of the COAL ASH/ DRY FLY ASH / WET FLY ASH through a representative, he must authorize the latter by a letter of authority, which shall be presented to the officer concerned. Maybe the officer concerned in his entire discretion decline to act on any such authority and it ought to be for the Buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the Buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 19 In case of any dispute regarding the contract, the decision of the Company shall be final and binding. If there is any dispute as to the last or highest bid, the dispute shall be determined by the company and their decision shall be final and binding to all.
- 20 Buyer and his men are subject to the security rule of TNPL in force while in the TNPL premises. Buyer's workmen, agents or representatives shall not commit any nuisance, theft or indulge in any anti-social activities in the premises and the Buyer shall be liable for the good conduct, safety and discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 21 The quantity indicated against each lot is approximate and no guarantee can be given regarding actual quantity. Successful Bidder will have to lift the entire quantity as per tender / sale order terms.
- 22 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 forfeit in the event of cancellation of order due to unsatisfactory performance of the buyer.**
- 23 **Subletting of contract:** The buyer shall not assign or sublet the order or any part thereof or allow any person to become interested therein in any manner, whatsoever, without specific /written permission from TNPL.

SIGNATURE OF THE TENDERER WITH SEAL



- 24 **Cancellation of order and penalty:** In the event of the failure of the Buyer by way of default in payment for the material being disposed, partial lifting of Ash or non-compliance of any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit and revolving advance will be forfeited for the breach of contract by the Buyer. In this case, the company reserves the right to dispose off the balance Ash and the said Buyer will have no claim whatsoever. In addition, the buyer shall be blacklisted at the discretion of TNPL.
- 25 Any dispute arising out of the sale shall be subject to the jurisdiction of town in which the TNPL office of issue of sale order exists.
- 26 **Commencement of work:** The buyer shall commence the work immediately on receipt of intimation /award of sale order.
- 27 **Tenders liable for rejection:**
The following tenders are liable for rejection summarily:
a. Tenders submitted by Tenderers who resort to canvassing.
b. Tenders who do not fulfill all or any of the condition laid down in the tender document.
c. Tenders, which contain uncalled remarks and
d. Tenders received after due date and time.
e. Tenderers should fill up / furnish all the details in the tender document. Tenders submitted with incomplete / partial information will be summarily rejected. **The tenderer should quote minimum 25% of the tender quantity.**
- 28 **Rejection of Tender:** TNPL will not assign any reason for rejection of any tender. TNPL shall have the right to reject any or all tenders/ to split order on two or more tenderers / to go for re-tender without assigning any reason / to release order on part quantity.
- 29 **Rejection of Tender:** TNPL will not assign any reason for rejection of any tender. TNPL shall have the right to reject any or all tenders / to split order on two or more tenderers / to go for re-tender without assigning any reason / to release order on part quantity.
- 30 In case the Partners or Directors or Proprietor of the Company are related to any of the employee of TNPL, a declaration to this effect giving the details of the Name of the Employee, Relationship, etc., should be provided separately.
- 31 Rights of participation will be for people who after inspecting the material, pre qualify themselves by paying the EMD and who have not been previously blacklisted by TNPL. Final decision regarding participation will be with TNPL.
- 32 The buyer should produce the GSTIN & PAN Number and a copy of the documentary proof along with Tender.
- 33 The storage area should be away from residential area and road side.
- 34 Any dispute arising out of the sale shall be subject to the jurisdiction of the Courts situated in Karur.
- 35 Buyer should strictly follow the safety and security rules & regulations of the company. Buyer shall ensure that the surrounding area at the point of collection shall be kept clean & tidy and any spill out shall be collected by them as per the instructions of TNPL officials. Any spill out inside the premises while transporting for weightment and onward shall also be collected by the buyer.
- 36 You shall mobilize the necessary manpower including unskilled labour and supervisors for the effective execution of the work with necessary insurance cover for all crew including drivers and cleaners of your vehicles engaged for this work. You shall provide all amenities as per the statutory requirement to them at your cost.
- 37 Coal Ash /Dry Fly Ash /Wet Fly Ash should not be dumped in the private / public lands causing inconvenience to people & establishments / authorities. Any expenditure that may be incurred by TNPL on account of the above will be deducted to the contractors account.

SIGNATURE OF THE TENDERER WITH SEAL



38 The following conditions may be taken note:

1. Ash cannot be accumulated in the mill premises
2. Ash waste is to be cleared on day to day basis

39. Details of land in possession / lease with adequate pollution control facilities and TNPCB authorization / No Objection certificate to store / handle ash waste is to be provided by the buyer.

40. ENVIRONMENTAL CONDITIONS FOR DISPOSAL OF COAL ASH / DRY FLY ASH / WET FLY ASH FROM ASH SILO AT TNPL MAIN SITE UNIT-I :


- 1.) A copy of Valid Consent to operate (CTO) standing in the name of the tenderer issued by TNPCB under both Water and Air act to store and handle DRY FLY ASH / WET FLY ASH should be submitted along with tender document.
- 2.) The following Air Pollution Control measures should be provided in the storage area.
 - a. Water sprinkling arrangement to arrest dust emission during handling of ash.
 - b. Thick green belt should be developed in and around the storage area and the same shall be maintained to mitigate dust emanating from the storage area.
- 3) Period of sale order will be limited up to the validity of the consent order.
- 4) If the storage land is owned by the tenderer, sufficient valid documentary proof should be submitted along with tender document.
- 5) If the storage land is a lease land, registered lease deed, signed by 2 witnesses should be submitted along with tender document.

41. PROCEDURES TO BE FOLLOWED BY WASTE MATERIALS HANDLING CONTRACTORS:

- 1) Contractor shall ensure that the body, platform and doors of the trucks are in good condition. The trucks will be inspected periodically by the officer in charge for the above and defects, if any, noticed, shall be rectified immediately by the concerned contractors. During the time of repair, alternative trucks have to be mobilized by the contractor.
- 2) Contractor shall collect / load the material to three inches lower than the side body / door height.
- 3) Materials shall be evenly leveled within the body of the vehicle immediately after collection/ loading.
- 4) Before moving the trucks out of the loading / collection point, material sticking to tyres must be cleaned by scraping / water washing.
- 5) All trucks carrying waste materials shall move through the specified route to their yard.
- 6) Contractors shall ensure that waste materials do not spill from the trucks during transportation from the collection point to storage yards.

SIGNATURE OF THE TENDERER WITH SEAL



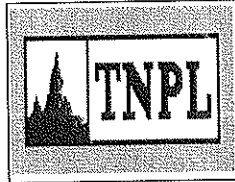
	TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM	TENDER NO 2018058
	ANNEXURE - I: PART-B.	
	TERMS AND CONDITIONS FOR FORWARD AUCTION	04.03.19

1. TNPL would communicate the opening price, bid increment through mail / e-mail.
2. On the auction date, Tenderers shall submit their bids in the website www.tnpltenders.com. As and when other Tenderers place the bids, they would have the opportunity to revise their bids upwards, if they wish to do so.
3. Buyers must communicate their final bid amount by fax or E-mail to TNPL immediately after the bid event. This may be followed by a hard copy communication of price by post or courier.
4. TNPL's decision on sale order shall be final and binding. In case two buyers emerge as H1 / L1 in the bidding, the buyer who has placed the bid early would be considered active H1 / L1 and given weightage.
5. **Opening price:** Opening price is defined as the highest initial price. Tenderers must bid higher than the opening price.
6. The bidders are advised to maintain 2 login sessions for continuous bidding so that even if one connection fails, the other can be used for bidding.
7. **Bid once quoted cannot be altered or deleted during 'e' auction as the system will not allow for correction or deletion.**
8. **Bid increment / decrement:** Bid increment / decrement is the minimum fixed amount by which the next bid value can be increased. TNPL reserves the right to change the bid increment during the course of bidding.
9. **Bid event format:** This bid event will be conducted in English. Buyer will be able to see their price as well as user id registered in the website, however, their identity as well as others identities would be kept confidential.
10. **Bidding Process:** Lot No, quantity, Date & Time will be communicated by TNPL.
11. **EVENT INFORMATION:**
12. **a). Extension Rule:**
13. There would be a system generated Auto Extensions of 5 minutes each, if there is a bid placed by any participating Buyer(s) in the last 5 minutes.
Extension of 5 minutes would happen for any number of times, if a bid (s) is placed in the last 5 minutes. Extension will cease to occur, if no bids (s) are placed in the last 5 minutes.
- b). Illustration:**
If a bid is placed between 10:55 AM to 11.00 AM (say 10.57) the bidding would be extended till 11.05 AM
If no bids are placed between 10:55 AM to 11.00 AM, the bidding will conclude at 11.00 AM.
- c). Validity:**
The firm price offer and forward auction offers should be kept valid for acceptance **for a period of 60 days** from the date of opening of price bid /forward auction date, whichever is later. No Buyer is permitted to withdraw their 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 Buyer due to withdrawal of offer by him.

CONTACT DETAILS		
Mr. M.ARULKUMAR ASSISTANT GENERAL MANAGER (MECHANICAL)	PHONE NO	04324 – 277001 (10 Lines)
	E-Mail ID	arul Kumar.m@tnpl.co.in stores.dis@tnpl.co.in

SIGNATURE OF THE TENDERER WITH SEAL





TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM

ANNEXURE - I: PART-C.

PROCESS COMPLIANCE STATEMENT

TENDER NO
2018058

DATE
04.03.19

BID EVENT TO BE HELD ON 23.03.19. TNPL TENDER NO. 2018058 DT.04.03.19

NAME OF THE ORGANIZATION: M/s. _____

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. We will call TNPL-Stores and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as fax immediately (Fax No: 04324-277 026) and marked predominantly as 'Forward Auction' bid to the Attn of ASSISTANT GENERAL MANAGER (MECHANICAL) and the fax transmission to be informed to TNPL over phone. The time of receipt of fax will be considered as receipt of bid. No fax shall be accepted if the same is received 10 minutes before closing of the auction.
8. Bids once made cannot be withdrawn or modified under any circumstances.
9. TNPL can decide to extend, reschedule or cancel the auction.

10. Forward Auction :

Subsequent bids from the same buyer need to be higher by at least the minimum bid increment from the highest bid.

11. We shall indemnify and hold TNPL, its and their successors and assignees, 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 negligence or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
12. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
13. TNPL 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.

SIGNATURE OF THE TENDERER WITH SEAL



14. Validity:

The firm price offer and forward auction offer should be kept valid for acceptance **for a period of 60 days** from the date of opening of price bid /forward auction date, whichever is later. No tenderer is permitted to withdraw their 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 tenderer due to withdrawal of offer by him.

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


ORGANIZATION		
NAME		
DESIGNATION		
SIGNATURE & STAMP /SEAL		
DATE & PLACE		

DECLARATION

We hereby declare that

15. All the terms and conditions given in the tender have been read and understood by us clearly.
16. We hereby agree to all the terms and conditions of the tender and enclosed one copy of general Terms and conditions, terms and conditions for forward auction and filled Process compliance statement duly signed in all pages.
17. EMD may be converted as Security deposit. In case we withdraw the offer or do not commence the work as per terms and conditions of the work order, the EMD/SD can be forfeited by TNPL and we have no claim whatsoever on the EMD/SD furnished by us.
18. The particulars / information furnished in the Tender are true and correct.
19. We have read and understood the scope of services to be rendered and responsibility/obligation and we shall abide by all the condition laid down thereon.



	TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM	TENDER NO 2018058
	ANNEXURE - II: PART-A.	
	E.M.D DETAILS	04.03.19

ACKNOWLEDGEMENT COPY:

DUE ON : 23.03.19

SUB: SALE OF COAL ASH/ DRY FLY ASH / WET FLY ASH FROM TNPL Unit 1
ON ANNUAL RATE CONTRACT BASIS .

To

The ASSISTANT GENERAL MANAGER (MECHANICAL),
TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
KAGITHAPURAM - 639 136.


We enclose herewith Demand Draft/s drawn in favour of Tamilnadu Newsprint and Papers Limited payable at Karur towards Earnest Money Deposit as under:

LOT. NO.	MATERIAL DESCRIPTION	E.M.D. AMOUNT (Rs.)	DD NUMBER & DATE	BANKER'S NAME
1	Coal Ash from Power Boiler 1-4	40,000/-		
2	Dry Fly Ash from Boiler 1-7	40,000/-		
3	Wet Fly Ash from Boiler 1-7	40,000/-		
4	Tender Fee	590/-		

We accept TNPL's right to accept or reject the highest bid or any tender in its absolute discretion without assigning any reason.

PHONE NO		SIGNATURE OF TENDERER:	
CELL NO			
E_MAIL ID		NAME AND ADDRESS WITH SEAL	
PAN NO			
GSTIN NO.			
TNPL USER ID			
DATE			
PLACE			



	TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM	TENDER NO
	ANNEXURE - II: PART-B.	2018058
	COMMERCIAL BID	04.03.19

DUE ON : 23.03.19

SUB: SALE OF COAL ASH/ DRY FLY ASH / WET FLY ASH FROM TNPL UNIT 1.

PLEASE FILL UP THE FOLLOWING DETAILS	
DESCRIPTION	BUYER ACCEPTANCE
1. SCOPE OF WORK : The scope of work shall be collection of Coal Ash/ Dry Fly Ash / Wet Fly Ash discharged from the Boiler at TNPL UNIT-I on "As is where is" basis. The buyer shall also remove the spillovers during the tenure of the sale order. The Ash discharged from the ash bunker shall be weighed as loaded into buyer's vehicles. The bidder should quote his rate on the basis of above weight. The collected waste material should be stored in the land for which consent to operate is issued by TNPCB. Buyer has to make their own arrangement to transport the waste materials out of TNPL premises after weighment. Trucks should be placed at delivery point on round the clock basis without interruption and a truck should be kept waiting always at the loading point. In case of failure to place trucks, TNPL reserves the right to engage alternate contractor / TNPL vehicle and the expenditure thus incurred shall be debited to tenderer's account.	AGREED
	NOT AGREED
2. The tender quantity given in Annexure – I Part-A is approximate and tentative. TNPL does not guarantee for the same.	AGREED
	NOT AGREED
<u>QUANTITY COMMITMENT:</u> The successful tenderer should agree to clear minimum 25% of tender quantity on equated monthly basis.	AGREED
	NOT AGREED
3. EARNEST MONEY DEPOSIT : EMD should be paid by Demand Draft drawn in favour of Tamilnadu Newsprint and Papers Limited payable at Karur. This amount will not bear any interest and will be returned to unsuccessful bidders.	AGREED
	NOT AGREED
4. SECURITY DEPOSIT: The EMD of the successful bidder/s will be converted into Security Deposit. This amount shall not bear any Interest and will be refunded on satisfactory completion of sale order period. This amount shall be forfeited in the event of unsatisfactory performance of buyer.	AGREED
	NOT AGREED
5. <u>PRICE VALIDITY:</u> The firm price offer and Forward Auction offer should be kept valid for acceptance for a period of 60 days from the date of opening of price bid /e-auction date, whichever is later. No bidder is permitted to withdraw their offer within the validity period of the tender. In such case EMD will be forfeited & Bidder will be blacklisted.	AGREED
	NOT AGREED
6. TAXES: All charged under Central, State or Local laws including Tax Collection at Source as applicable on the date of delivery shall be payable by the tenderer in addition to the sale value. Current rate are GST 5% and TCS 1% extra to buyer's account.	AGREED
	NOT AGREED




7. We shall be using any of the fuels like Indigenous / Imported Coal, Lignite, Pith or any other agro-fuel either individually or in combination with one another in these boilers. The bidder is bound to lift the entire ash generated from the boiler house during the season irrespective of the type of fuel used at the price fixed as per the Sale Order.	AGREED
	NOT AGREED
8. H1 bidder is mandatory to attend the negotiation at TNPL Unit 1 Stores Section in person	AGREED
	NOT AGREED
9. Any dispute arising out of this tender shall be subject to the jurisdiction of the Court situated in Karur town.	AGREED
	NOT AGREED
10. TNPL reserves the right to reject any / all tenders without assigning any reason at its discretion. The Sale order may be issued to one or more parties at the discretion of TNPL.	AGREED
	NOT AGREED
11. Buyer should strictly follow the safety and security rules and regulations of the company.	AGREED
	NOT AGREED
12. Any failure or delay in placing trucks may force the operation to bypass the ash. Expenses for shifting and loading of ash into the trucks to be borne by the buyer. In case of any damage caused to TNPL property while operating the trucks inside plant premises, cost of damage to be reimbursed by the buyer.	AGREED
	NOT AGREED
Bidders are required to submit documentary evidence for the following requirements along with their Bid in the tender.	
13. Minimum 2 years experience during past 5 years in collection, removal and transportation of Ash discharged from the boilers utilizing solid fuels like Indigenous / Imported Coal & Raw Lignite.	ENCLOSED
	NOT ENCLOSED
14. Details of possession of Own / Leased land for dumping Ash. The land should be away from residential area and road side. If the storage land is owned by the tenderer, sufficient documentary proof should be submitted along with the tender document. If the storage land is leased land, duly registered lease deed with the purpose of the lease mentioned in the lease deed should be submitted along with commercial bid.	ENCLOSED
	NOT ENCLOSED
15. For Coal Ash: The tenderer should submit valid consent to operate standing in the name of tenderer issued by TNPCB under both Water and Air act for storing and handling any kind of Ash along with commercial bid. For Dry / Wet Fly Ash: In case the tenderer is traders, the tenderer should submit valid consent to operate standing in the name of tenderer issued by TNPCB under both Water and Air act for storing and handling any kind of Ash along with commercial bid. In case the tenderer is a Fly ash bricks / block manufacturer, the tenderer should submit a duly executed specific indemnity bond in Non – Judicial stamp paper (Value Rs.100/-) for awarding sale order.	ENCLOSED
	NOT ENCLOSED
16. The renewal of Consent should be produced on or before completion of the Consent order.	AGREED
	NOT AGREED
17. Before winding up the operation at the Main site at the end of the period, the contractor should obtain a work completion certificate from our Site Engineer of the concerned.	AGREED
	NOT AGREED

***strike out clearly either agreed or not agreed as applicable to your offer**

SIGNATURE OF THE TENDERER WITH SEAL



	TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM	TENDER NO 2018058
	ANNEXURE - III	
	PRICE BID DETAILS	04.03.19

A SEPARATE SEALED COVER WITH SUPERSCRIBING ("TENDER NO & DUE DATE")

DUE FOR RETURN ON: 23.03.19

TENDER FOR SALE OF COAL ASH/ DRY FLY ASH / WET FLY ASH FROM TNPL UNIT-I, ON ANNUAL RATE CONTRACT BASIS.

**ASSISTANT GENERAL MANAGER (MECHANICAL),
TAMIL NADU NEWSPRINT AND PAPERS LIMITED,
KAGITHAPURAM - 639 136.**

01. We accept TNPL's right to accept or reject the highest bid or any tender at its absolute discretion without assigning any reasons.

02. The undersigned hereby tenders for the purchase from TNPL of the goods specified in col. no.2, at the prices quoted in accordance with Annexure-1 and other terms and conditions of the tender. We also agree to hold this tender open for your acceptance for the number of days specified in clause 3 of Annexure-1 Part A.

LOT.NO	MATERIAL DESCRIPTION	UOM	RATE/UOM Rs .P. (IN NUMBER / WORDS)
1	Coal Ash from Power Boiler 1-4	MT	
2	Dry Fly Ash from Boiler 1-7	MT	
3	Wet Fly Ash from Boiler 1-7	MT	

Applicable GST shall be extra to the buyer's account. GST applicable at the time of delivery shall be to tenderer's account.

We have read, understood the tender and agree to abide by all the terms and conditions stipulated in the tender.

PHONE NO		SIGNATURE OF TENDERER:	
CELL NO			
E_MAIL ID		NAME AND ADDRESS WITH SEAL	
PAN NO			
GSTIN NO.			
TNPL USER ID			
DATE			
PLACE			



INDEMNITY BOND

I, s/o Proprietrix of M/s.....
..... hereby solemnly affirm and state as follows :-

1. I am the proprietrix of M/s, having my business at
2. I am participating in Tender No..... dt..... in Tamil Nadu Newsprint and Papers Limited (TNPL) for lifting of against the Tender No..... dated
3. As per the tender condition I have to submit consent to operate (CTO), which is to be obtained from Tamil Nadu Pollution Control Board (TNPCB).
4. The Central Pollution Control Board (CPCB) had released a notification, in which fly ash bricks / block manufacturing industry was declared as white category Industry. As per this notification, white category industry need not obtain consent to operate. Hence, consent to operate was not given to me by the TNPCB, based on the aforesaid notification.
5. However, I hereby undertake to indemnify TNPL if any loss or damage is caused to TNPL due to the lifting of dry fly / wet fly ash by me / my concern without the valid the CTO.
6. Likewise, I hereby undertake to indemnify TNPL if any suit or litigation arises due to the aforesaid lifting of dry fly ash / wet fly ash by me / my concern and further I agree to bear the litigation costs if any is caused to TNPL due to the aforesaid lifting.

