

			Tamil Nadu Newsprint and Papers Limited Kagithapuram, Karur Dist. 639136, Tamil Nadu	
			Phone	04324 – 277 001 (10 lines)
ICSI NATIONAL AWARD FOR EXCELLENCE IN CORPORATE GOVERNANCE			Fax	04324-277 025 Purchase: 276368
			e-mail	purchase.cont@tnpl.co.in
			Web	www.tnpl.com
Corporate Identify No.L22121TN1979PLC007799				

TENDER NO.181923002644

March 03, 2019

Dear Sirs,

Sub: Transportation of Raw Lignite from M/s NLC India Limited, Neyveli, to TNPL Unit-2 at Mondipatti, Manaparai, Trichy District through Truck/Tipper. (Loading at NLC will be transporter's scope)

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

Anneuxre - I	General/Special Terms and Conditions
Anneuxre – II	Commercial Bid
Anneuxre - III	Price Bid

The bidding schedule shall be submitted in two parts - first part containing Commercial bid and second part is Price bid.

You are requested to go through the terms and conditions and send one copy of the terms and conditions duly signed in all pages as token of your acceptance along with the Commercial Bid together with Demand Draft for ₹1,00,000/- towards EMD.

The due date for submission of Tender documents along with EMD is 15/03/2019 before 3 P.M.

The PRICE BID should also be sent in a separate sealed cover along with Commercial Bid. Both the sealed covers containing the Price bid and Commercial bid are to be kept in one sealed cover superscribing the tender no and due date addressed to GENERAL MANAGER (E&I), TAMIL NADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur District, Pin:639 136.

WEIGHTMENT AND LOAD LIMITATION:

Tenderers shall quote their rate per MT basis and can operate either Trucks (Single axle normal/ Double rear axle/Multi rear axle) or Tippers. **TRAILER TIPPER SHOULD NOT BE USED.** TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. It is the responsibility of the tenderers to take care of the RTO regulations for load restrictions under section 114 of Motor vehicles act 88 and any restriction on load limitation by Tamil Nadu Lorry Owners Federation and any other statutory regulations.

Tenderer should take care of the provisions of motor vehicles act/NHAI or any other statutory Agency on load limitation and other statutory requirements on over weight etc. tenderers are required to quote their rates for the unloaded materials transportation per MT basis upto the carrying capacity of trucks.

The Commercial BID will be scrutinized first and those who qualify in the Commercial BID satisfying the qualifying norms of the tender conditions will only be considered for opening of PRICE BID.

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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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PLEASE NOTE THAT FOLLOWING ARE THE QUALIFYING CONDITIONS OF THIS TENDER FOR OPENING OF PRICE BID (POINT NO.1 TO 5 below):

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.

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

01. EXPERIENCE:

The tenderer should have minimum three years experience in transporting bulk materials by Truck not less than 2000 MT in any one month in the past three financial years, i.e., 2016 / 2017 / 2018.

- ✓ **Documentary proof should be enclosed along with tender document for experience in the form of purchase/work order copies / transport agreements for THREE YEARS.**
- ✓ **Documentary proof should be enclosed for quantity transported should not be less than 2000 MT in any one month in the past three financial years, i.e., 2016 / 2017 / 2018 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. QUANTITY COMMITMENT (MINIMUM)

The contractor shall be in a position to transport **minimum quantity of 100 MT** of Raw Lignite per day on weekly average basis. Otherwise, their offer is liable for rejection.

03. EARNEST MONEY DEPOSIT

An Interest free **EMD of ₹1,00,000/-** shall be furnished by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at KARUR. **The EMD should be sent along with the Commercial BID.** The price bid of those who fail to enclose EMD along with the Commercial bid is liable for rejection. EMD other than in the form of Demand Draft is not acceptable.

04. TENDER FEE:

In case the tenderer has downloaded the tender document from TNPL website, **application fee of ₹590/-** (inclusive of GST @ 18%) by DD in favour of Tamil Nadu Newsprint and Papers Ltd., payable at Karur is to be enclosed.

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

The date of opening of Price bid will be communicated in due course and the price bid will be opened in the presence of interested bidders who choose to be present at the time of opening.

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The details of requirement are as follows:

SI No	Scope of work	Approx. distance	Approx. quantity to be moved	EMD amount to be paid (₹)
01	Transportation Raw Lignite from M/s NLC India Limited, Neyveli, Mines-I / Mines-II supply points to TNPL Unit-2, Mondipatti, Manaparai, Trichy District through Truck/Tipper.	180 KM	25,000 MT	1,00,000/-

Loading of material at NLC shall be in the Transporter's scope. The unloading of the material shall be done by TNPL at Unit-2, Mondipatti.

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

VALIDITY OF OFFER:

The rates quoted against the tender should be valid for acceptance for **90 days** from the date of opening of price bid 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 a period of one year from the date of purchase order.

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.

The due date for submission of Tender documents is 15/03/2019 before 3 P.M. Late offers will be rejected. TNPL will not be responsible for postal delay or any other delay in submission of tender in time.

Thanking you,

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

DY GENERAL MANAGER (PURCHASE)

encl: as above.

COMMERCIAL BID

TRANSPORTATION OF RAW LIGNITE FROM M/s NLC INDIA LIMITED, NEYVELI TO TNPL UNIT-2, MONDIPATTI, MANPARAI, TRICHY DISTRICT.

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 three years experience in transporting bulk materials by truck in the past three financial years, i.e., 2016, 2017 & 2018. The tenderer should enclose the documentary proof for experience in the form of purchase/work order copies / transport agreements for three years.	YES / NO
02 (b)	Whether the quantity transported by the tenderer is not less than 2000 MT in any one month in the past three financial years, i.e., 2016 / 2017 / 2018. If yes, should enclose the documentary proof in the form of G.C.copies / copies of Bills/Invoices with payment vouchers / payment details through RTGS.	YES / NO
03	Whether the tenderer is in a position to transport minimum quantity of 100 MT of raw lignite per day on weekly average basis. Otherwise, their offer is liable for rejection.	YES / NO

TENDER NO.181923002644
DUE ON 15/03/2019
COMMERCIAL BID
ANNEXURE – II

04	EARNEST MONEY DEPOSIT: Whether the tenderer has enclosed EMD amount of ₹1,00,000/- along with the Commercial Bid. (Price Bid of those who fail to enclose DD towards EMD along with the Commercial bid will not be opened).	DD NO :	
		DATE :	
		Name of the Bank:	
05	TENDER FEE: If the tender document is downloaded from our website, Please furnish DD No. / Date for ₹590/- (inclusive of GST @ 18%) towards tender document fee.	Not Applicable / Enclosed	
		DD NO :	
		DATE :	
		Name of the Bank:	
06	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.181923002644 have been read and understood by me/us. I/We accept all the terms and conditions contained in TENDER NO.181923002644.</p>			
Date:		Name, Address & Signature with Seal	
Place			
Contact Person			
Phone / Mobile No.			

TENDER NO.181923002644

ANNEXURE - II

PRICE BID**TRANSPORTATION OF RAW LIGNITE FROM M/s NLC INDIA LIMITED, NEYVELI TO TNPL UNIT-2, MONDIPATTI, MANPARAI, TRICHY DISTRICT. THROUGH TRUCK/TIPPER (Loading at NLC will be transporter's scope)**

To

DUE ON: 15/03/2019

G M (E&I)
TNPL, Kagithapuram.

I/We hereby submit our quotation for the following work as per the terms & conditions of Tender No.181923002644.

SL.NO.	DESCRIPTION OF WORK	RATE PER MT (₹)
01	All inclusive rate for Transportation of Raw Lignite from NLC India Limited, Neyveli, Mines-I / Mines-II supply points to TNPL Unit-2, Mondipatti, Manapari, Trichy District through Truck/Tipper. (Loading at NLC will be transporter's scope)	
Minimum Quantity of raw lignite that can be transported per day on weekly average basis		_____ MT
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. I/We have read/understood all General/Special terms and conditions of TNPL Tender and agree to abide by all of them.		
Date:		Name, Address & Signature with Seal
Place		
Contact Person		
Phone / Mobile No.		

GENERAL TERMS AND CONDITIONS**TRANSPORTATION OF RAW LIGNITE FROM M/s NLC INDIA LIMITED, NEYVELI TO TNPL UNIT-2, MONDIPATTI, MANAPARAI, TRICHY DISTRICT THROUGH TRUCK/TIPPER (Loading at NLC will be transporter's scope)****01. SCOPE OF WORK:**

The detailed scope of work shall be as follows.

- a) TNPL gets allotment from NLC India Limited from time to time for a specific quantity. The allotted quantity should be transported within 30 days from the date of receipt of sale order from NLC India Limited. Based on the sale order received from NLC India Limited, TNPL will intimate the contractor with authorization letter to transport the specific quantity within 30 days. Accordingly placement of requisite number of Trucks/Tippers should be arranged by the tenderer as instructed by TNPL with a minimum notice of 24 hours.
- b) Safe transportation of Raw Lignite to our Unit-2, Mondipatti by suitable trucks/tippers properly secured with tarpaulin and rope and sealed at minimum of 10 places with sealing plier supplied by TNPL.
- c) **Loading of the material at NLC shall be in the scope of transporter's scope. Unloading will be done by TNPL Unit-2 at Mondipatti.**
- d) The monthly schedule will be given to the successful tenderers at the beginning of the month and they should transport the scheduled quantity during the month positively.

02. CONDITIONS TO TENDER:

Minimum Quantity Commitment: The Tenderer should be capable of transporting a minimum quantity of 100 MT per day. Those who are not able to commit for this minimum quantity of 100 MT per day will not be qualified.

03. RATE:

- i) The rate quoted by the tenderers shall be on MT basis and not on load basis.
- ii) The Tenderer can operate by either Truck or Tipper. **TRAILER TIPPER SHOULD NOT BE USED**
- iii) **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.

04. QUANTITY / QUANTITY COMMITMENT:

Approximate quantity of raw lignite to be transported would be around 25,000 MT per annum with minimum quantity commitment of 100 MT per day. TNPL does not guarantee for the quantum of work involved and the quantity may vary on either side. However, you are in a position to transport the Raw Lignite from NLC India Limited as per our schedule.

05. The quantity to be transported every month will be intimated to the transporter at the beginning of the month and the transporter should ensure that the allotted quantity is transported. As erratic supplies will create handling problems at the receiving point, the movement should be regulated by the transporter so that the receipts are uniform throughout the month.

06. PERFORMANCE:

- (a) The successful tenderer should take utmost care in lifting the material from M/s.NLC,Neyveli immediately from the time of intimation from TNPL and should complete the entire quantity before the scheduled time. In case the transporter do not complete the entire quantity as per the instruction of TNPL i.e. 100% of the quantity allotted within the specified time, their performance will be treated as unsatisfactory.
- (b) In case the transporter fails to transport 100% of the allotted quantity within the specified time, TNPL reserves its right to cancel the purchase order and engage any other transporter at their risk and cost. Any additional expenditure incurred due to such action, the same will be to the account of the transporter in addition to forfeiture of Security Deposit and Retention Money if any and TNPL will take any other appropriate action as deemed fit.

07. VALIDITY:

The purchase order is valid for a period of one year from the date of purchase order. During the validity period of purchase order, no revision in rate will be allowed except revision in diesel price. **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.**

08. The transporter shall have an arrangement of booking office at Neyveli with communication facilities to facilitate co-ordination between TNPL Unit-2 and NLC India Limited office and our Liaison Agent at Neyveli on day to day basis.

09. The transporter shall arrange for necessary entry permission into NLC India Limited premises for his vehicle and crew at his own cost.

10. All transport documentation shall be arranged by the transporter. These documents shall be thoroughly verified by him to avoid any problem at the check posts enroute.

11. The timings of loading at NLC India Limited premises as per the rules prevailing at NLC India Limited shall be adhered to.

12. The transportation of material shall be at his risk and he shall not be eligible for any detention charges either at NLC India Limited or at our Unit-2, Mondipatti.

13. The Drivers employed by the transporter shall possess valid driving license and TNPL reserves the right to check these papers and insurance papers as and when required. TNPL shall in no way be responsible for violation of transport regulations by you and your crew. In the event of complaint, violating the traffic rules, TNPL at its discretion may cancel the contract without prejudice for public interest.

14. Co-ordination with NLC India Limited for collection, loading and transportation of Raw Lignite or any other matter regarding this contract shall be the responsibility of the contractor.

15. The transit time shall be closely monitored by the transporter. Generally no transshipment shall be allowed. However, in case of transshipment from truck to truck / tipper to tipper due to accidents or break down, the same shall be carried out with prior approval of TNPL.

16. In order to avoid enroute pilferage, the material shall be transported from NLC India Limited, Neyveli to our Unit-2, Mondipatti. The seals of Check post authorities are to be obtained without fail. This will be verified at the time of receipt at our Unit-2.

17. The Seals are to be affixed to loaded trucks/tippers as per the instructions given by TNPL authorities and it should be ensured that proper tarpaulin is used. Transporter has to make arrangements for Seals. Sealing plier will be given by TNPL. If the seals are found tampered at the time of receipt at our Unit-2, Mondipatti or if the weight variation is more than 0.5% on truck to truck/ tipper to tipper basis, cost of material plus 10% towards administrative expenses will be recovered from the transporter for the weight variation above 0.5%. Further, the truck/tipper is reported late beyond normal transit time or if any transshipment is done en-route, specific approval of TNPL Unit-2 should be obtained for entering the trucks/tippers inside the mill. Such Vehicles will be weighed separately and material will be tested in our Laboratory. The weight and Lab Report are binding on the transporter and their bills will be settled as per the weighment and Lab Report. In case such incidence become recurring nature, TNPL shall cancel the contract and arrange to transport through any other transporter at the risk and cost of the transport contractor.

18. The Transporter shall obtain due acknowledgement from our Officials at Unit-2, Mondipatti on delivery of the material and the same shall be submitted along with the freight bills.

19. The transporter shall ensure that all the original GC Note and NLC India Limited despatch Advice in duplicate are presented at our off site on every trip to facilitate acknowledging the receipt of material. The details in GC note should be correct and in case of any corrections, the same should be attested by authorised signatory. The original acknowledged GC should be submitted alongwith bills. Applying for duplicate should be minimised and indemnity bond in the prescribed format executed in Rs.80/- Non Judicial Stamp paper for each G.C. within 15/20 days from the date of delivery at TNPL.

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

21. The weighment of each consignment shall be carried out at TNPL factory weighbridge and decision of TNPL authorities shall be final and binding on the transporter.

22. WEIGHT VARIATION:

Weight Variation upto 0.5% shall be permissible on Truck to Truck/Tipper to Tipper basis to take care of inaccuracies between weigh bridges. In case of variation over and above 0.5%, the actual landed cost plus 10% towards administrative expenses will be recovered from you.

23. NLC India Limited introduces various rebate schemes as periodical incentives and TNPL shall strive to avail all such possible benefits. Hence it is the transporter's responsibility to make all possible efforts to complete the monthly allotted quota within the stipulated time. In case of any failure on the transporter's part in carrying out the above work, TNPL shall make alternate arrangements and the additional cost thus incurred shall be debited to the transporter's account.

24. The movement of Raw Lignite from NLC premises shall be commenced immediately on intimation from TNPL Unit-2.

25. PAYMENT TERMS:

a) 95% Payment will be made for actual quantity of raw lignite transported along with acknowledged copies of GC/LR/CN within **fifteen (15) 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 this tender. The Contractor 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 or in respect of any amount which may be with TNPL owing to any dispute between contractor and TNPL.

TENDER NO.181923002644

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

c) You should submit your bills for the job carried out in duplicate once in 15 days and the bills shall contain the following particulars.

- i) Purchase Order Number and date
- ii) Description of the consignment
- iii) Date of booking
- iv) Originating station and destination along with particulars of weight actually recorded at NLC India Limited and TNPL Unit-2 weighbridges
- v) Lorry receipt/consignment note duly certified by authorised representatives of NLC India Limited/TNPL Unit-2 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 you and the same shall be resubmitted after corrections. The date of resubmission will be treated as the date of submission of bill.

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 ₹80/-for each G.C shall be executed in the prescribed format issued by our 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

d) You shall ensure that the bill is submitted for complete transportation for the particular period. Submission of supplementary bills should be avoided. The supplementary bills shall be raised only for missing G.Cs after getting duplicate acknowledgement within 30 days of GC date. Otherwise, such supplementary bills are liable for rejection/non-payment by TNPL.

26. TDS as per Income Tax Act will be deducted from your bill. Necessary TDS certificate shall be issued by TNPL.

27. EARNEST MONEY DEPOSIT:

The bidder shall remit an amount of Rs.1,00,000/- towards Earnest Money Deposit (EMD) by Demand Draft drawn in favour of TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at Karur along with the tender. The EMD amount of successful bidder shall be converted into Security Deposit. The Security Deposit shall not bear any interest and the same will be returned after satisfactory completion of the contract.

2. REJECTION/ACCEPTANCE OF TENDER:

TNPL will not assign any reason for rejection of tender. The acceptance of tender rests with TNPL which does not bind itself to accept and TNPL reserve the right to reject any or all tenders or to split up the quantum of work to more number of contractors or to accept the work in part and not in its entirety if considered expedient, by TNPL with absolute discretion without assigning any reason or giving any explanation therefore.

29. SPLITTING OF ORDER:

Since the quantity involved is huge, TNPL will engage more number of transporters by splitting the order at its discretion according to capability and quantity commitment of the transporter.

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

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31. CANCELLATION:

In the event of cancellation of contract due to failure of the transporter to comply with the terms of the contract, the retention money, Security Deposit will be forfeited by TNPL without prejudice. TNPL also reserves the right to claim compensation for the losses incurred, if any.

32. The Transporter shall adhere to all the safety and Security regulations at NLC India Limited premises and at our off site premises without any exceptions.

33. All safety precautions with respect to movement of vehicle within the NLC India Limited and our off site premises shall be strictly adhered to.

34. All the workmen employed by the transporter shall be covered under insurance and TNPL shall not be responsible for any eventuality to their workmen.

35. TENDERS LIABLE FOR REJECTION:

The following tenders are liable for rejection summarily:

Tenders submitted by bidders who resort to canvassing.

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

Tender which contained uncalled remarks

Tender received after due date and time

36. The rates quoted shall be inclusive of taxes and duties. Otherwise, the rates shall be firm and valid till completion of the contract. The taxes if any shall be clearly indicated in the price bid. Otherwise, it will not be considered during the currency of purchase order.

37. 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 = $\frac{\text{Distance}}{4 \text{ KM}} \times \frac{(\text{Revised Rate} - \text{Present rate})}{16 \text{ MT}}$

Distance – Distance between Neyveli and Mondipatti will be considered as 180 KM

Revised Rate – Revised Rate of Diesel prevailing at Kagithapuram

Present Rate – Present Rate of Diesel prevailing at Kagithapuram on the due date of the tender

16 MT – Quantity loaded per Trip

4 KM – The distance travelled by the truck consuming per litre of Diesel.

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

38. GOODS & SERVICE TAX:

GST will be extra at actuals to TNPL account and the same will be paid by TNPL to the authorities concerned.

The contractor should submit their bills in duplicate along with acknowledged GC copies in duplicate. (The duplicate copy should be in the form of printed carbon copy. Photo copy / Xerox copy will not be accepted.)

39. JURISDICTION:

The Contract shall be deemed to have been entered into at Manaparai, Trichy Dist and the Court at Trichy shall be the forum for legal proceedings, if any, connected with this contract.

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

41. The transporter shall at all times indemnify TNPL against all claims, damages or compensation under the provisions of workmen's compensation Act, Payment of wages act, Goods Carrier Act, Mines safety Act, and all other acts and laws and any rules and regulations made there under as modified and in force from time to time or as a consequence of any accident or injury to any work man or other persons in or about the works whether in the employment of the contractor or not. The transporter shall also indemnify TNPL against levy of any taxes, Loss of Goods in transit etc in regard to this contract and in the event of TNPL being assessed for any of the said imposts, TNPL shall have the right to recover the total amount so assessed from your dues and the transporter shall also be responsible for all costs or expenses that may be incurred due to litigations in respect of the same.

42. The loading place of Raw Lignite is considered as part of mine and hence all statutory provisions as applicable to all the workers in Mine under the Mines Safety Act are applicable to all the workers in mine under the Mines Safety Act are applicable to the persons engaged in Loading of Raw Lignite work also. The transporter shall strictly adhere to statutory provisions advised by NLC India Limited authorities in this regard.

43. TRANSPORTER LIABLE FOR DAMAGE DONE:

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

44. INSURANCE FOR WORKMEN EMPLOYED BY THE TRANSPORTER

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

a) The Transporter shall faithfully comply with the provisions of the Factories Act 1948, ESI Act 1948, the Contract Labour (Regulation and Abolition) ACT -1970, the Workmen's Compensation Act 1923, Employees Provident Fund Act 1952 and any other law for the time being in force and applicable to contract workmen for the staff/workmen engaged for co-ordination work by them for the entire contract period before commencement of work. The Transporter shall fully indemnify the Company for any loss or damage or any liability incurred by the Company due to any default or non observance by the transporter of any of the provisions of the above mentioned enactment.

(b) TNPL is not liable for any injury or accident which may be caused to the operating crew or work men within Unit-2 premises / NLC Premises. It is therefore the responsibility of the contractor to insure his truck crew and workmen working at the TNPL Unit-2 / NLC Sites adequately and Insurance Policy is produced to TNPL before commencing the work. ROAD SAFETY POLICY (un-named) should be taken by the successful contractors before Commencement of work. 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 transporter's 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 Unit-2 factory premises. This is in addition to the workmen compensation policy which is currently being arranged by the contractor.

45. TNPL not responsible for transporter's Employees:

The transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the transporter, for all purposes, whatsoever, and shall not be deemed to be in the employment of TNPL for any purpose, whatsoever. The transporter should abide by all rules and regulations that may be enforced from time to time regarding the employment or working conditions of the employee.

46. If under any circumstances whatsoever, TNPL is held liable or responsible in any manner, whatsoever for the default at omission on the part of the transporter in respect of any manner whatsoever, TNPL shall be reimbursed by the contractor for the same as also any other expenses or cost incurred by TNPL in any proceedings or litigation as a result of any claim, demand or act on the part of the employees of the transporter TNPL shall be entitled to claim damages or compensation from the transporter in that event.

47. The transporter is responsible to transport the material in sound condition and deliver to TNPL without any loss or damage. If any loss or damage occurs in transit, the transporter shall inform TNPL immediately within 12 hours from despatch of material from NLC India Limited failing which TNPL reserves the right to make good the loss of material from the transporter and if need be resort to legal action depending on the merit of the case.

48. TNPL reserves the right to engage any Additional Transporter Incas the transporter fails to mobilise sufficient number of trucks/tippers and move the material as per our requirement. In such an event any additional expenditure that may be incurred will be recovered from the transporter.

49. In case of any failure on your part, TNPL reserves the right to transport the materials by Railway Wagons and the any additional expenditure that may be incurred will be recovered from the transporter.

50. 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 reasons like, no compensation for extra kilo metres will be paid to the transporter.

51. TNPL is not liable for any injury or accident which may cause to the operating crew and unloading labourers within the premises of Unit-2. It is, therefore, the responsibility of the transporter to insure his vehicles crew, workmen and unloading labourers working at our Unit-2, Mondiapatti adequately in terms of the relevant act and rules. A copy of the insurance coverage should be produced to the officer-in-charge at Unit-2 before commencing the work. Otherwise, the vehicles and labourers are liable for not permitting inside Unit-2 premises.

SIGNATURE OF THE TENDERER WITH ADDRESS SEAL