



## TAMILNADU NEWSPRINT AND PAPERS LIMITED,

Kagithapuram, Karur Dt. - 639 136

### GENERAL TERMS & CONDITIONS FOR TRANSPORTATION OF COAL / SOLID FUELS & BAGASSE TO AND FROM VARIOUS OFF SITES

( ANNEXURE - 1 )

#### 01. SCOPE OF WORK

The scope of work generally shall be transportation of Compact / Loose Bagasse from Sugar Mill Off-site to TNPL Factory at Kagithapuram and Coal /Solid Fuels from TNPL Factory to the Sugar Mill Off-site as detailed below by mobilizing sufficient number of trucks and manpower whenever required.

02. The quantity of coal/Solid Fuel and Bagasse indicated is purely tentative and the quantity to be transported per day may vary depending on our boiler operation. When higher quantity is to be transported, the contractor should provide required trucks and when the daily generation is reduced, the truck should be withdrawn suitably. TNPL also reserve the right to split the contract to more than one contractor and engage as many contractors as required at the sole discretion of TNPL. In case contract is split, quantity of coal to be transported will be distributed among the contractors proportionate to quantity of Bagasse to be transported.

#### 03. COAL / SOLID FUEL TRANSPORTATION :

- a) Coal/Solid Fuels is to be loaded into the trucks from the hoppers provided at the TNPL Factory by operating the flap gates. In case, the loading is to be done from the stacks, TNPL shall provide necessary front end loader with driver .
- b) All trucks carrying Coal / Solid Fuels shall be covered with good tarpaulin of required size and secured properly to avoid spillage and flying of coal dust and other environmental hazards en-route.
- c) The weighing of Coal / Solid Fuel is to be carried out at both off-site and TNPL factory on round the clock basis.
- d) The Coal / Solid Fuel shall be unloaded at the place indicated by the officer incharge. The contractor shall make necessary arrangement by way of manpower, tools and tackles for the unloading operation. In case of failure to arrange manpower for unloading, TNPL will arrange to get it done through any other agency and the extra cost will be recovered from the contractor's bills
- e) The contractor shall ensure that the trucks carrying coal/solid fuels are thoroughly washed before loading the bagasse at off site. The manpower required for water washing shall be arranged by the contractor. At bottom of the rear door of the truck, tyre tube etc. shall not be fixed as it will accumulate coal resulting contamination of bagasse.

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f) For MOHANUR & PUGALUR Off sites, separate tipper truck shall be used for transportation of Coal/Solid Fuels and no unloading charge will be paid. Payment will be made for the actual quantity (net weight) transported.

#### 04. BAGASSE TRANSPORTATION :

- a) Compacted bagasse or Loose bagasse shall be transported as the case maybe. In case of Compacted bagasse, the trucks shall be loaded directly from compactors and for loose bagasse the loading shall be directly from the chute. However, in case of accumulated bagasse, the bagasse shall be loaded by means of front end loader provided by TNPL. The bagasse could be either mill wet whole or depithed and it should be transported as per the instruction of the Site Incharge at Off-site irrespective of variety of Bagasse.
- b) The contractor shall ensure that the trucks carrying bagasse are free from any foreign material like nails, coir rope, iron pieces, coal particles, blue metal jelly etc.
- c) The Tenderer should be in a position to place side cladded trucks at respective off sites with in a week from the date of intimation from TNPL.
- d) The quantity of Bagasse and Coal / Solid Fuel to be lifted from time to time would be specified by TNPL and any failure on the part of the contractor in lifting the specified quantity would be viewed seriously and action would be taken accordingly.
- e) The Quantity of Coal / Solid Fuel to be transported by each contractor shall be fixed on daily basis based on the quantity of bagasse transported by the Contractor on the previous day. The daily quota of Coal / Solid Fuel shall be transported by them on the same day otherwise the unlifted quantity will be allotted to other contractor who places the trucks in time. Under no circumstances, the un-lifted quantity will be carried over to the next day.
- f) The contractor should regulate the movement of trucks in such a way that atleast 1/3rd of the total quantity of bagasse allotted to him is delivered at TNPL during night shifts. Care should be taken to ensure the trucks availability in a regulated manner at off-site for Loading of Bagasse and Unloading at tippler at TNPL factory. There should not be any grouping or bunching of tucks in resporting at both ends.
- g) While transporting, the bagasse shall be covered with good tarpaulin to avoid spillages. Gunny bags / plastics 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 TNPL factory gate.

- h) The trucks shall be normally unloaded mechanically by tippler at the TNPL site. In case of trans-shipment of bagasse enroute, such trucks shall be unloaded manually by the contractor at his cost and own arrangement
- i) The contractor shall ensure that the entire material is unloaded during the operation.
- j) In case the contractor fails to provide sufficient trucks, the bagasse shall be diverted to the storage yard at the Sugar Mill Site. In such cases the reclaiming of bagasse from the yard and loading to the trucks shall be the responsibility of the contractor using required manpower without incurring any extra cost to TNPL.
- k) The contractor shall ensure proper loading of compacted bales of the bagasse from the compactor into the truck. In case the contractor fails to organize the truck properly, the spillages of the bagasse shall be collected by front end loader and fed into the compactor once again by TNPL depending on the operational convenience of TNPL or if such of the loose bagasse is loaded directly into the truck, such quantity of bagasse will not be considered as loose but to be considered as compacted bagasse for payment purpose.
- l) It may be required for TNPL to make weighment of pith at the sugar mill as and when required. For this, the trucks which come for loading of bagasse will be utilised. The contractor should provide the truck for the above purpose also as the same will involve only limited time. Proper instructions are to be given to their truck crew accordingly. Charges, if any, for the above should be indicated in the bidding schedule. If the contractor does not provide the truck, TNPL shall arrange alternate contractor and withdraw the permission of the particular truck for further running.

**m) GENERATION OF LOOSE BAGASSE WHILE LOADING :**

While loading compact bagasse, the transport contractors should have proper supervision of loading operation and generation of loose bagasse and spillage should be avoided. The loose bagasse generated while loading should be loaded into trucks along with compact bagasse in the same truck or subsequent trucks. Under any circumstances TNPL shall not permit to transport Loose / spillage bagasse in loose form, generated during loading of compact bagasse. In case contractor does not transport the loose / spillage bagasse generated during loading along with compact bagasse, such loose bagasse shall be transported separately by TNPL and the extra expenditure incurred shall be recovered from the transport contractors. In case, loose bagasse is generated due to TNPL equipment problems, Force Majeure conditions, etc. the same may be transported separately as loose bagasse for which the rates given in the work order will be paid. All loose bagasse generated shall be loaded by TNPL loader by the Off Site concerned.

**05. WEIGHMENT :**

- a) The contractor shall ensure that all trucks carrying bagasse shall be weighed for gross and tare weight at Off-site weigh bridge. If found necessary, the same weighment shall be repeated at TNPL factory also.

- b) After weighing of bagasse, the clerk appointed by the contractors at the Offsites/Sugar Mills on round the clock basis shall prepare LR / CN / GC and the contractor shall ensure sufficient manpower. If any of the trucks report with unsigned G.C or without LR / CN / GC, such truck will not be unloaded. The bagasse loading crew and coal unloading men engaged by the contractor shall not be permitted to work/stay inside the premises for more than 12 Hrs in a day to comply with factory inspectorate regulations.
- c) A representative shall be presented 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 offsite officials and security officials from time to time. The representative engaged by the contractor shall not be permitted to work/stay inside the premises for more than 12 Hrs in a day to comply with factory inspectorate regulations.
06. The transit time allowed for every truck plying for offsites 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.

#### 07. MISCELLANEOUS WORKS :

It is the contractor's responsibility to carry out the following miscellaneous works which form part of the scope of work:

- a) Removing tarpaulins and preparation for unloading.
- b) Cleaning of spillage bagasse at the time of Loading.
- c) Fastening and removal of anchoring chains of the tippler to / from the truck.
- d) Opening of back door of trucks for unloading.
- e) Operation of flap gates for loading bagasse.

#### 08. MOVEMENT OF COMMITTED QUANTITY OF BAGASSE :

- a) Contractor shall transport the minimum committed quantity of bagasse per day on weekly average basis. The performance will be reviewed on monthly basis. In case of satisfactory performance, the retention money of 5% for the particular month shall be released before end of the succeeding month. In case the contractor fails to transport the minimum committed quantity every month, the retention money of 5% deducted from their bill for bagasse transportation as per clause no. 9A of Special terms and conditions of the tender will be forfeited.
- b) TNPL will review the performance of the contractor on monthly basis and in case any contractor continuously fails for 2 months in transporting the minimum committed quantity of bagasse, TNPL reserves the right to cancel the order and engage any other contractor or choose any other mode of transport. Any additional expenditure incurred on this account will be debited to the account of the contractor in addition to forfeiture of security deposit and additional security deposit and will take any other appropriate action as maybe deemed fit by TNPL. It may further be noted that any short fall in a particular month will not be

carried forward to the succeeding month and contractor 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/Offsite for more than one day and in case of Force Majeure Conditions and/or due to any decision taken by TNPL, the contractor is not liable for the performance stipulated above for the proportionate period.

#### 09) TERMS OF PAYMENT:

- a) Payment will be made only for the actual quantity transported as mentioned in the clause 9-A of the Special Terms and conditions. and clause 11 of General terms&conditions,
- b) Income-tax or any other taxes and duties which the transport company maybe required to pay by Law, shall be deducted at source and the same shall be paid to the Concerned authorities on the account of transport contractor. TNPL shall provide the required deduction certificates.
- c) Bills for the job carried shall be submitted to the company in duplicate once in 15 days and the bills shall contain the following particulars.
  - i) Work order Number and date
  - ii) Description of the consignment
  - iii) Date of bookings
- iv) Originating station and destination along with particulars of weight actually recorded at main site and offsite weigh bridges.
- v) Lorry receipt/consignment note duly certified by authorised representatives of the company at Off-Site / Paper Mill Site to the effect that the consignment has been safely delivered.
 

Note : 1. In case of bills submitted with errors in the above particulars the bill shall be returned to the contractors 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 acknowledgment copy of LR/CN/GC the Duplicate of the same should be obtained within 20 days. Thereafter TNPL will not be responsible for non production of LR / CN / GC / non settlement of payment. Indemnity bond in Non Judicial Stamp Paper for the value of Rs. 80/- (Rupees Eighty only) for each LR/CN/CG 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.

- d) The Contractor 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 LR/Cn/GCs after getting duplicate acknowledgement within 30 days of LR/CN/GC date. Otherwise, such supplementary bills are liable for rejection/non payment by TNPL.

- e) 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% for bagasse transportation will be retained towards retention amount which will be released subject to satisfactory performance of the work as detailed in clause 9A of Special Terms and conditions 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 / Additional Security Deposit or in respect of any amount which may be with TNPL owing to any dispute between contractor and TNPL.
10. The rate quoted in the tender shall be kept valid for 60 days from the date of opening of the price bid for finalisation of tender. No bidder can withdraw his offer or upward revision of rates or revoke the same within the same period of 60 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.
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 10.5 MT for single axle normal trucks and 16.5 MT for double 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 action act 88 and any restriction on load limitation by Tamilnadu Lorry Owners Federation and any other statutory regulations.
- 12. COMPENSATION FOR VARIATION IN DIESEL PRICE :**
- If the diesel price is Increased / decreased beyond 5% the freight rate will be revised as per the formula given below and the subsequent revisions in the freight rate will be effected as and when the Diesel price revision (increase/decrease) occurs. (However incase 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).
- The Increase/decrease in freight per MT =  $\frac{\text{Distance} \times (\text{Revised Rate} - \text{Present rate})}{4 \text{ KM} \quad 16 \text{ MT}}$
- Revised Rate - Revised Rate of Diesel prevailing at Karur  
 Present Rate - Present Rate of Diesel prevailing at Karur on the due date of the tender  
 16 MT - Quantity loaded per Trip  
 4 KM - The distance traveled 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.
13. The Contractor shall not engage any trucks of other contractors from the same Sugar Mill Sites or other Sugar Mill sites / Off-sites.
14. In case the contractor is awarded transportation work in more than one site, the contractor shall not engage trucks earmarked for one site to other site. However, on exigency, trucks can be diverted to other sites with the prior permission of the officer incharge of Transport Section, TNPL.

15. It is the responsibility of the contractor to retain one of their representatives permanently at the factory premises to receive instructions and to handle the situation during exigency when there is a problem at unloading station resulting accumulation of trucks at the factory gate.
16. The contractor shall submit a consolidated statement indicating the quantity transported along with truck number, consignor copies of LR/CN/GC notes for Bagasse and Coal / Solid Fuels at Off-Sites and TNPL Factory respectively once in a fortnight.
17. The contractor should mobilise adequate trucks or withdraw as the case maybe 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 contractors by either telephonically or telegraphically or through a messenger and it is the responsibility of the contractor 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 contractors by diversion of trucks or stoppage of work on such occasions. The contractor shall not have any claim for any detention charges in irrespective of time lost either at TNPL factory or at Sugar Mill Sites for loading and unloading of material.
18. 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.
19. The weight recorded by TNPL weigh bridge shall be final and binding for all payments and accounting purposes.
20. The contractor shall be in a position to mobilise adequate number of trucks in short notice as and when required by TNPL as the transportation of Coal/Solid Fuels/ Bagasse would be fluctuating depending on plant conditions.
21. **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 enactments.
  - 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 / Off sites / 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 produced to TNPL before commencing the work. ROAD SAFETY POLICY (un-named) should be takenby 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 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 sugar mill premises. This is in addition to the workmen 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 the periodical report to Factory Inspectorate through the sugar Mill.

The Security Deposit shall be released by transport Dept after obtaining the no dues certificate from the respective site-in-charge subject to complying the above norms.

22. All Consignments / Material once landed over to the contractor will be safely delivered at respective destination by them without any damage. All the materials are carried at the risk of the contractor and in case of any damage to the material the cost shall be recovered from the contractor.

23. In case of failure of the contractor 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 contractor's account.

24. TNPL reserves the right to split the work order among more than one contractor and the contractor shall be prepared to handle part of the job entrusted to them. The contractor is required to coordinate and cooperate with the other contractors for smooth operation. If any dispute arises between the contractors the decision given by TNPL is final and binding on all of them.

25. 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.

#### 26. CONDITIONS OF THE VEHICLES :

a) Vehicles provided for transportation job should be in sound condition and free from air horn, 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 Coal/Solid fuel / 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 coal/solid fuel and bagasse transportation should have a sound body without any openings. Further, both the sides and the platform of the truck should have smooth surface without any crevices / gap so that the bagasse slide down without problems during the tipping operation. The

height of the truck body for transportation of bagasse should be more than one foot above the cabin level but within the height limitations prescribed in Highway / R.T.O regulations.

c) The side body of the trucks should be fully raised to the cabin level and covered without any gap by fixing new aluminium sheets or new GI sheets of sufficient thickness not less than 18/20 SWG right from the platform of the truck as per drawing enclosed. The platform should also be covered with MS sheet properly rivetted. (However, for mohanur, Pugalur the platform sheet need not be provided) Provision of bamboo mats and other country made materials will not be permitted for side protection as the same will increase the friction which will make the unloading difficulty besides spillages of material enroute. The platform to truck should be covered with cold Rolled single MS sheet. The side cladding is to be fixed from the platform of the truck upto cabin height with proper welding by single cold rolled MS Sheet.

d) All the trucks to be used for transportation of Bagasse are required to be inspected by Transport section. The date of inspection shall be communicated individually and the trucks should be placed for inspection in time.

e) The trucks should be brought for inspection on every month and fitness certificate is to be obtained from the Transport Section without which the trucks will not be permitted to transport bagasse.

f) The trucks approved by the committee, shall be issued an identity card indicating the Regn.No. Name of the Contractor and site etc. and it is the responsibility of the contractor to keep the identity card with the driver concerned and to be presented on demand to any authorised representative of TNPL. In case the identity card is lost / misplaced, a duplicate card will be issued on request on prepayment of Rs. 100/- (Rupees One Hundred Only) After completion of the work, the Identify cards shall be returned to TNPL along with last bill.

g) The inspection of the trucks shall be strictly carried out and modification suggested by the committee should be complied with and presented once again. On presentation after due modification / repairs, if the truck is found not suitable for operation, the same shall be rejected.

h) Even among the approved vehicles, any defects noticed at any time during the course of transportation will be reported to the contractor by the concerned officials through a memo which will be served on the spot. One copy of the memo will be posted to the transport contractor. Transport contractor has to ensure that the defect is rectified or truck replaced within 24 hours by giving an intimation to the concerned officials of TNPL. If the truck crew refuse to acknowledge the memo served on the spot, such trucks will not be permitted further.

27. The Contractor shall deploy only such trucks with valid Clearance from the RTO. Contractor shall be thoroughly conversant with all the transport, govt 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 regu-

lations by contractors or by their operating crew.

28. The drivers engaged by contractors shall hold valid heavy vehicle licence and TNPL reserves the right to check licence and insurance papers as and when required.
29. The contractors should keep all documents such as Valid Fitness Certificate and emission under control Certificate, RC Book, driver's valid licence etc with the truck driver and TNPL will have access to verify the documents from time to time and contractor should not object for such verification.
30. The crew of the truck should not work for more than 12 hours continuously as it is unsafe and would hamper round the clock transportation. If the truck is used for more than 12 hours continuously, after 12 hours another set of crew should be posted to operate the truck. All safety regulations should be followed for the plying vehicles.
31. All rules and regulations followed at TNPL Factory and at Sugar Mill Sites will be strictly followed by Transport Contractors and their employees.

**32. Transporter to take care of Public interest :**

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

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

**33. Conduct of personnel employed by Contractors:**

- a) Contractors are required to post their representative at TNPL as well as in the Sugar Mill area and the representative should be competent enough to coordinate 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 both at TNPL Factory and at Off site. In case of any problem, the matter should be reported by Contractor 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-Sites area and the trucks operated by them will not be permitted further. TNPL also reserves its rights to take criminal action against the misbehaved vehicle crew by reporting to the nearest Police Station/handling over the misbehaved crew to Police.
- c) Transport operative personnels are not permitted to smoke inside the premises of TNPL Factory and off-sites / sugar mill sites. This will apply to coal / solid fuel and bagassge yard situated outside the factory compound also. Further, the employees and truck-crew of the

contractors 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 Licence should be there for the persons 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 / removal of truck at the loading points. 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 offsites) without the driver and cleaner. 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 containing necessary particulars. One copy will be served to the concerned operating personnel of the contractor and another will be posted to the contractor for his information and rectification.
- 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 gum boots. No other untrained persons like driver, cleaner, and new persons shall not be permitted to climb the truck. Any deviations / violations of the clause, a fine of Rs. 5/ - for every occurrence shall be levied.

**34. 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 contractor 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/Coal/Solid Fuel. 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 Paper Mill Site by quickest means. Under no circumstances, the delay in reporting should be more than 12 hours.
- d) In case of any accident, the contractor should arrange to report the matter to the concerned 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.
- 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 failing which the contractor is responsible for generation of loose bagasse and or non fulfillment of daily committed quantity for want of trucks.

- f) To exercise effective control on trucks mobilisation and for other operational checks at various points enroute, the contractors are expected to ply their trucks only through the nominated routes. Diversion of routes due to road block or any other inconvenience should be communicated to the concerned Offsite and TNPL Factory by quickest means. Under no circumstances, the delay in communication should be more than 12 hours.

### 35. SHORTAGE / LOSSES IN TRANSIT :

As the distance involved in transportation of both Coal / solid fuel as well as bagasse is less, normally no shortage is allowed. However, 1% variation in the quantity is permitted as a shortage on truck to truck basis to take care of inaccuracies in weigh bridges at off sites and TNPL factory. If any shortage is observed beyond the permissible limit of 1% the cost of the material found short beyond 1% shall be debited to the contractor's account based on the landed cost of the material. In case of any variation beyond 1% permitted, it should be reported by the authorised representative of the contractor or to TNPL Officials at TNPL Factory / Offsite immediately and complaints if any should be recorded. Otherwise, it is treated that the contractor has no dispute on the weight of the Material delivered and no claim on a later date will be entertained.

36. 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.
37. Contractor should always use good tarpaulin for covering coal / solid fuel and Bagasse so as to prevent spillage enroute. In case at any time it is found that the tarpaulins 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 tarpaulin.
38. In order to avoid the problem of mixing of coal particles with bagasse, contractors should use separate tarpaulins for covering bagasse and coal. The tarpaulin should be cleaned properly so that no trace of coal particles should be available on the tarpaulin. In case the bagasse transported is mixed with coal due to using of bad tarpaulin or improper cleaning of the truck or bagasse is covered by the tarpaulin used for coal, the bagasse may be contaminated with coal / lignite which cannot be used for paper making. In such case the freight charges for that particular load will not be paid to the contractor.

### 39. CANCELLATION OF WORK ORDER :

In the event of unsatisfactory performance, the work order is liable for cancellation. In the

event of cancellation of work order, the Security Deposit and additional Security Deposit remitted by the party will be forfeited.

#### 40. CONTRACTOR LIABLE FOR DAMAGE DONE :

If the Contractor or his employee shall break, deface, injure or destroy any part of a building premises in which they may be working in and around TNPL Main site / Off - site 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 good of the same at his own expense and in default, TNPL may do the work through 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 there after become due to contractor or from his Security Deposit or any other deposit.

#### 41. SERVICE TAX:

ServiceTax at actual on 25% of the freight value will be extra to TNPL account, which will be paid directly to the concerned authorities. However contractor should make the following declaration in their freight Bill

*"We hereby declare that we have not availed CENVAT paid on input or capital goods used for providing services and we have not also availed the benefits under the notification No : 12/2003 - ST dt.: 20.06.2003."*



**SPECIAL TERMS AND CONDITIONS - ANNEXURE II**  
**COAL / SOLID FUELS & BAGASSE TRANSPORTATION OFF SITES**

01. Offers of those contractors who do not commit to transport Compacted Bagasse of minimum..... MT per day on weekly average basis are liable for rejection.
02. In case, the contractor transport less than the committed quantity per day on weekly average basis and loose bagasse is generated for want of trucks / any fault of contractors, a penalty to the tune of the difference in the transportation rates between Loose bagasse (with empty return trip) and compacted bagasse (with empty return trip) for every tonne of loose bagasse generated will be imposed. The quantity of loose bagasse generated due to contractors fault / want of truck will be as per certification given by Offsite Department. In case TNPL is not in a position, to give sufficient quantity of Compacted Bagasse due to any reasons, the penalty will not be applicable.
03. In case, the contractor transport 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. any reasons like no compensation for extra kilometers will be paid to the contractor.
04. The Work orders will be valid till the completion of the current 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 revision in diesel Price.
05. The contractors should have minimum of ..... trucks owned/leased by them. They should furnish the truck numbers along with photocopies of RC books. In case during the contract period, the contractor wishes to withdraw any truck with suitable replacement of trucks, the same shall be intimated to Transport Section in advance and the identity cards already issued shall be surrendered for the withdrawn trucks and new identity cards will be obtained for replaced of trucks.
06. In case, any vehicle is withdrawn for FC or held up with accident or become inoperative, the contractor shall arrange immediate replacement of trucks.
07. The trucks declared by the successful tenderer for a particular site will not be allowed to operate to other sites. However, in case of exigency, trucks can be diverted to other sites with prior permission of the Officer Incharge of Transport Section, TNPL.

contd...2

08. The tenderer should quote for all the works 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 through any other contractor / agency and any extra expenditure incurred by TNPL shall be recovered from the defaulting contractor.

09. PERFORMANCE :

A) Bagasse is the main raw material for TNPL. If bagasse is not lifted and transported from the Offsites/Sugar Mills as and when available by the contractors, the same will be lost and TNPL's production schedule affected badly. Therefore, the contractors shall transport the committed quantity on weekly average basis and ensure that the entire quantity of bagasse generated on daily basis should be transported without fail. 5% of the bill value of Bagasse transported shall be withheld by TNPL as Retention Money. The contractor's performance will be reviewed during succeeding month. In case the contractor 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 contractor will be reviewed. The contractor should transport minimum 90% of committed the quantity of bagasse as mentioned in the work order. In case the contractor does not reach the performance level of 90% of the committed quantity, their performance will be treated as unsatisfactory and the retention money retained, security deposit and additional security deposit shall be forfeited.

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.

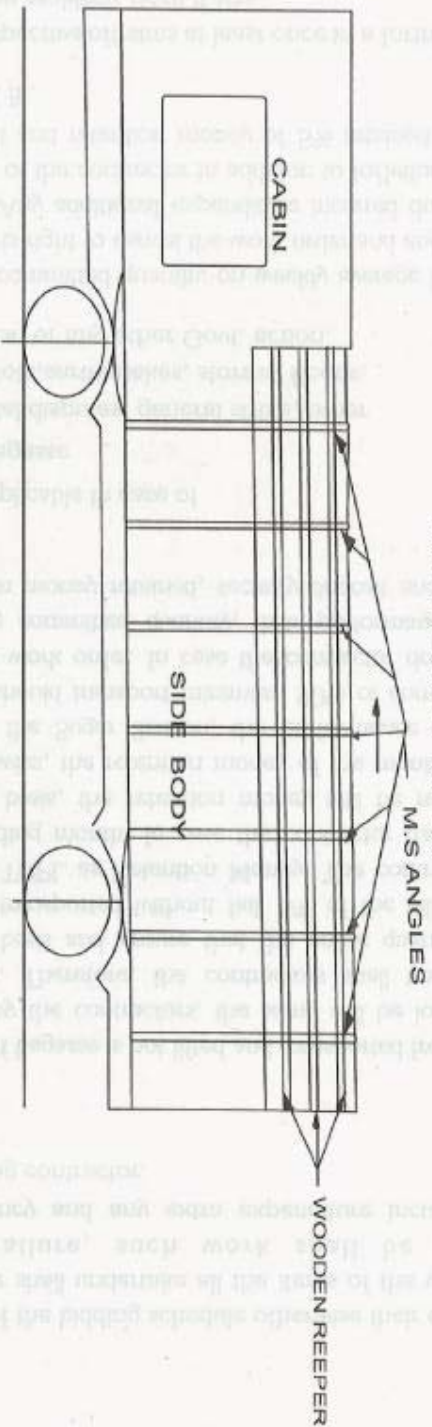
B) In case the contractor fails to transport the committed quantity on weekly average basis continuously for two months, TNPL reserves its right to cancel the work order and engage any other contractor at their risk and cost. Any additional expenditure incurred due to such actions, the same will be to the account of the contractor in addition to forfeiture of Security Deposit, Additional Security Deposit and retention money of 5% retained and TNPL will take appropriate action as deemed fit.

10. The transport contractor should visit the respective off-sites at least once in a fortnight and discuss with the respective site-in-charges on problems faced if any.

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**DRAWING FOR BAGASSE TRUCKS**

1. SINGLE SHEET CLADDING TO BE ARRANGED INSIDE THE TRUCK BODY WITH WELDED BUTT JOINTS REVETTED OR OVERLAP JOINTS ARE NOT ALLOWED. THE CLADDING TO BE FIXED UP TO CABIN HEIGHT IN TWO SIDES AND INSIDE OF BACK DOOR. (HOWEVER, FOR MOHANUR AND PUGALUR OFF-SITES, THE PLATFORM CLADDING NOT REQUIRED)
2. PLATFORM SHEET SHOULD BE WELDED WITH SIDE VERTICAL SHEETS, NO WOODEN REAPERS SHOULD BE ALLOWED.
3. 18/20 SWG ALUMINIUM NEW GI (OR) MS SHEET TO BE USED FOR SIDE CLADDING.
4. REAR WHEEL MUD FLAPS ARE TO BE REMOVED.
5. VERTICAL SIDE MINIMUM 7 Nos OF MS ANGLES TO BE FIXED AND HORIZONTAL SIDE ABOVE SIDE BODY LEVEL MINIMUM 3 WOODEN REAPERS OF 2" WIDTH THIS IS TO BE DONE OUTSIDE THE CLADDING SHEET.