



**TAMILNADU NEWSPRINT AND PAPERS LIMITED  
KAGITHAPURAM - 639136.  
KARUR DISTRICT.**

**TENDER No.TNPL:MM:SS:2009143**  
TO

**DT.25.02.2010**

Dear Sirs,

**Sub : Tender-cum-auction for Disposal of Effluent Sludge Gr-III from the Lime Mud Filters on Annual Rate Contract basis at TNPL factory-reg.**

We, Tamil Nadu Newsprint and Papers Limited (TNPL) , would like to dispose 90,000 MTS +/- 10% of Effluent Sludge Gr-III from the Lime Mud Filters on Annual Rate Contract basis from TNPL factory at Kagithapuram against the above referred tender.

In this connection please find enclosed the following:

Annexure – I	General Terms and conditions & Terms and conditions for Forward Auction Procedure.
Annexure – II	E.M.D Schedule
Annexure – III	Process Compliance Statement and Declaration
Annexure – IV	Techno-Commercial Bid
Annexure – V	Price Bid

Tenderer's are requested to go through the terms and conditions carefully and send one copy of the same duly signed along with the Techno Commercial Bid and EMD. (i.e. Annexure-I, Annexure – II, Annexure – III , Annexure – IV)

The due date for submission of Techno Commercial Bid along with EMD is **13.03.2010** at 3.00 PM.

Please write on the top of the cover in Capital Letters as EMD SCHEDULE, TENDER NO”( The Tender cover contains : Annexure – I, Annexure – II, Annexure – III and Annexure- IV). The Price Bid(Annexure – V) should also be sent in a separate sealed cover superscribing as “PRICE BID” , Tender No. along with “EMD SCHEDULE”. Both the covers containing “PRICE BID” and “EMD Schedule” are to be put in one sealed cover superscribing “TENDER NO. AND DUE DATE” addressed to "ASST. GENERAL MANAGER (STORES), TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM - 639 136, KARUR DISTRICT.

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

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**Note: At the Price bid stage, TNPL would follow the following methodology to finalise the tender:**

- ✍ Price Bid will be obtained from the tenderer in a separate sealed cover along with EMD SCHEDULE.
- ✍ TNPL would fix the opening price and minimum bid increment for the e -auction(Forward auction) and the date and time of e-auction(Forward Auction) will be communicated to the qualified bidders.
- ✍ After closing of the Forward Auction, TNPL will open the Price Bids, in the Presence of interested bidders, on the next working day at 4.00 PM.
- ✍ The Highest offer received either through e-auction or through sealed Price Bid, whichever is higher, will only be considered for Placement of order.

The Tenderers, on their own interest , should ensure that all the documents required are furnished. Tenders received without the relevant documents would summarily be rejected.

The interested new bidders are requested to register themselves in the website [www.tnpltenders.com](http://www.tnpltenders.com) and forward along with the DD for Rs.500/- towards registration fee in favour of M/s. TAMILNADU NEWSPRINT AND PAPERS LTD., Payable at KARUR.

TNPL reserve the right to reject any or all tenders at it's own discretion without assigning any reason whatsoever and TNPL is not responsible for postal or any other delay in submission of bid on due date and in time.

Thanking you

Yours faithfully

**for TAMIL NADU NEWSPRINT AND PAPERS LIMITED.**

**ASST.GENERAL MANAGER(STORES)**

Encl : As above



TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM

ANNEXURE - I

TENDER No.TNPL:MM:SS:2009143

DT.25.02.2010

**TERMS & CONDITIONS**

1 Quantity : Annual estimated generation is 90,000 MT. TNPL does not guarantee for the Quantity.

2. The following material is available for disposal on "As is where is" basis:-

SI No	Material Description	UOM	Quantity (Approx)	E.M.D Amount Rs.
01	<b><u>Annual Rate Contract basis:</u></b> Effluent Sludge Gr-III (Lime Sludge) from TNPL Lime Mud Filters on "As is where is" basis ( ED 10%, Cess 2% & H.E.Cess 1% and VAT 12.5% , TCS 1% extra to buyer's account)	MT	90,000	3,00,000/-

3. The rate quoted should be valid for a minimum period of 60 days from the date of forward auction held. 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. The Order will be valid for a period of ONE YEAR from the date of Sale Order / Letter of Indent .

**4. TNPL reserves the right to cancel this tender at any time without assigning any reason at its discretion . TNPL reserves the right to reject any/all tenders without assigning any reason at its discretion. The sale order may be issued to one/more than one tenderer at the discretion of TNPL.**

5. 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.

6. Before winding up the operation at Mill site at the end of the contract period, the buyer shall obtain a work completion certificate from the Section-in-charge. In case of non – compliance to the conditions of the sale order, TNPL reserves the right to cancel the sale order and award the same on alternate source at the cost of the buyer and the Security Deposit will be forfeited.

7. The buyer shall be allowed to lift the material only after making advance payment for the quantity available including the applicable taxes. The remittance has to be made by Demand Draft in favour of Tamil Nadu Newsprint And Papers Limited payable at Karur. The buyer shall keep a recurring Advance amount equivalent to one month expected quantity of material rounded off to the nearest thousand.

8. The buyer should produce the TIN & PAN Number and a copy of the documentary proof along with Tender.

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**9. ENVIRONMENTAL CONDITIONS FOR DISPOSAL OF EFFLUENT SLUDGE GR.III  
(LIME SLUDGE) FROM LIME MUD FILTERS :**

- 1) **A copy of Valid Consent Order to operate standing in the name of the tenderer issued by TNPCB under both Water and Air act to store TNPL Lime sludge should be submitted along with tender document.**
- 2) Period of sale order will be limited up to the validity of the consent order
- 3) If the storage land is owned by the tenderer, sufficient valid documentary proof should be submitted along with tender document.
- 4) If the storage land is a lease land, lease deed in Rs.100/= stamp paper, signed by 2 witnesses should be submitted along with tender document.

**PROCEDURES TO BE FOLLOWED BY WASTE MATERIALS HANDLING BUYERS**

- ? Buyer 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 Buyer.
- ✍ Buyer shall collect / load the material to three inches lower than the side body / door height.
- ✍ Materials shall be evenly levelled within the body of the vehicle immediately after collection / loading.
- ✍ Before moving the trucks out of the loading / collection point, material sticking to tyres must be cleaned by scraping / water washing.
- ✍ All trucks carrying waste materials shall move through the specified route to the dump yard.
- ✍ Contractors shall ensure that waste materials does not spill from the trucks during transportation from the collection point to dump yards.

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## ANNEXURE - I

### GENERAL TERMS AND CONDITIONS FOR FORWARD AUCTION

#### **I). SELECTION PROCESS OF BUYERS:**

- a) Buyers must submit the process compliance statement duly signed, to TNPL before 48 hours of the commencement of auction.
- b) Subsequently, TNPL would communicate the opening price, bid increment and alias name through Internet.
- c) On the event date, Buyers shall submit bids from their computers through Internet on [www.tnpltenders.com](http://www.tnpltenders.com). As and when other Buyers place the bids, they would have the opportunity to revise their bids upwards, if they wish to do so.
- d) 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.
- e) At the end of the event, TNPL will have a list of all the Buyers with their final bids and will decide on releasing sale order based on the highest bid.
- f) TNPL's decision on sale order shall be final and binding. In case two Buyers emerge as H1 in the bidding, the Buyer who has placed the bid early would be considered active H1 and given weightage.

#### **II). Opening price:**

- ✍ Opening price is defined as the highest initial price.
- ✍ Buyers can bid higher than the opening price.

#### **III). Bid increment:**

Bid increment 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.

#### **IV). Bid event format:**

This bid event will be conducted in standard English price bid event, with Alias name format. You will be able to see your price as well as alias name, however, your identity as well as others identities would be kept confidential.

#### **V). Bidding Process:**

Lot No, quantity, Date & Time will be communicated by TNPL.

#### **VI). EVENT INFORMATION:**

##### **a). Extension Rule:**

- ? There would be 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 14:55 Hours to 15.00 hours(say 14.57) the bidding would be extended till 15.05 hours.
- ✍ If no bids are placed between 14:55 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

## **VII). Contact Details:**

Mr. C. Rajagopalan General Manager(M & L)	Phone	04324 -277 021
	e-mail	<a href="mailto:purchase@tnpl.co.in">purchase@tnpl.co.in</a> <a href="mailto:rajagopalan.c@tnpl.co.in">rajagopalan.c@tnpl.co.in</a>
Mr. Ravikiran Babu Asst. General Manager(Stores)	Phone	04324 -277 001 (10 lines)
	e-mail	<a href="mailto:ravikiranbabu.r@tnpl.co.in">ravikiranbabu.r@tnpl.co.in</a> <a href="mailto:stores.dis@tnpl.co.in">stores.dis@tnpl.co.in</a>

### **Other terms & Conditions**

- 1 Sale is on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS". No complaint regarding quality, quantity or composition of the material will be entertained.
- 2 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.
- 3 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.
- 4 All payments to be made in favour of M/s.Tamil Nadu Newsprint and Papers Ltd., payable at Karur.
- 5 Should the original Buyer wish to take delivery of the waste material through a representative, he must authorize the latter by a letter of authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion decline to act on any such authority and it shall 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.
- 6 In the event of the failure of the Buyer by way of a default in payment of the material being disposed, partial lifting of waste or non-compliance of any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the Buyer. In this case, the company reserves the right to dispose off the balance material in the Lot and the said Buyer will have no claim whatsoever.
- 7 The rates offered by the highest Bidder will remain firm throughout the contract period.
- 8 While taking delivery of the material, 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.
- 9 Material lifting shall be as per the guidelines of TNPL only. Buyer should keep sufficient trucks to collect the lime sludge below the chute on continuous basis and also to collect material that is kept on ground
- 10 For the personnel employed at site of the execution of the work as per contract, insurance to be arranged by the Buyer. Buyer shall comply with various provisions of the labour laws and be liable for the loss of any of the equipment, tools & tackles or injury to their personnel for which an insurance to be taken by the Buyer.

- 11 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.
- 12 It will be successful Buyer's responsibility to weigh the empty truck at the weighbridge and produce the necessary weighment certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck. TNPL weighbridge weighment will be final and binding. Any rule or procedure ruling at the time of supply will be applicable.
- 13 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.
- 14 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.



ACKNOWLEDGEMENT COPY :

TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM

E.M.D SCHEDULE – ANNEXURE 'II'

TENDER No.TNPL:MM:SS:2009143

DT.25.02.2010

DUE FOR RETURN ON :

13.03.2010

TENDER FOR DISPOSAL of EFFLUENT SLUDGE GR-III (LIME SLUDGE)

To  
THE ASST.GENERAL MANAGER (STORES),  
TAMIL NADU NEWSPRINT AND PAPERS LIMITED,  
KAGITHAPURAM - 639 136.

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

Sl. No	Material Description	E M D Amount Rs.	DD No & Date	Banker's Name
01	<u>Annual Rate Contract basis:</u> Effluent Sludge Gr-III (Lime Sludge) from TNPL Lime Mud Filters on "As is where is" basis ( ED 10 %, Cess 2% & H.E.Cess 1% and VAT 12.5% , TCS 1% Extra to buyer's account)	3,00,000/-		

DATE :  
PLACE :

SIGNATURE OF BIDDER :  
NAME AND ADDRESS  
WITH SEAL :

PHONE NO:  
CELL NO :  
E\_mail ID:

TIN NO.:  
PAN NO.:

## PROCESS COMPLIANCE STATEMENT

**Bid event to be held on** \_\_\_\_\_ **TNPL Tender No:** \_\_\_\_\_

**Name of the Organization:** \_\_\_\_\_

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

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

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. 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 Chief Manager(Stores) 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:**

Bids cannot be decreased. Subsequent bids from the same supplier need to be higher at least the minimum bid increment from the highest bid.

11. We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
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.

**14. Validity:**

The tenderers' should keep their bids valid for a period of 2 weeks from the date of Closing of on-line auction. 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, understand and agree to abide by this statement.

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

### **DECLARATION**

We hereby declare that

- a) All the terms and conditions given in the tender have been read and understood by us clearly.
- b) 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 reverse auction and filled Process compliance statement duly signed in all pages.
- c) EMD of Rs.3,00,000/- (Rupees Three Lacs only) may be converted as Security deposit. In case we withdraw the offer or we do not commence the work as per terms and conditions of the work order, the EMD/SD of Rs. 3,00,000/- (Rupees Three Lacs only) can be forfeited by TNPL and we have no claim whatsoever on the EMD/SD furnished by us.
- d) The particulars / information furnished in the Tender are true and correct.
- e) 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.

**Signature of the Tenderer with Office Seal**



TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM

TECHNOCOMMERCIAL BID - ANNEXURE 'IV'

TENDER No. TNPL:MM:SS:2009143

DT.25.02.2010

1. The tender quantity of 90,000 MT is approximate and tentative. TNPL does not guarantee for the same. The sale order will be short closed when generation of Lime Sludge is stopped .	<u>AGREED</u> NOT AGREED
2. Quantity commitment of the tenderer .	MT
3. SCOPE OF WORK : Scope of work shall be collection of Effluent sludge Gr-III from TNPL Lime Mud Filters on "As is where is" on daily basis. The collected material should be stored in the land for which you have obtained consent from TNPCB. Buyer has to make his own arrangement to transport the Effluent Sludge Gr.-III from TNPL Lime Mud Filters out of TNPL premises after weighment. Trucks should be placed at delivery point on round the clock basis without any interruption. 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 your account.	<u>AGREED</u> NOT AGREED
4. The buyer shall ensure that discharge chute of the filter and 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 weighment and onward shall also be collected by the buyer and 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.	<u>AGREED</u> NOT AGREED
5. TAX & DUTIES: All taxes and other levies charged under Central, State or Local laws including Tax Collection at Source as applicable on the date of delivery shall be payable by the purchaser in addition to the sale value .	<u>AGREED</u> NOT AGREED
6. When water drips from mud / truck, you shall be allowed to store the sludge inside TNPL premises. Material has to be removed after 3 days but within one week time. Loader shall be provided on free of charge basis for loading into your trucks	<u>AGREED</u> NOT AGREED
7. Any dispute arising out of this tender shall be subject to the jurisdiction of the Court situated in Karur town.	<u>AGREED</u> NOT AGREED
8. Buyer should strictly follow the safety and security rules & regulations of the company.	<u>AGREED</u> NOT AGREED

9. The buyer shall arrange Group Insurance policy for all the workmen and supervisors, staff, workmen, drivers & cleaners engaged in the work and provide all amenities as per statutory requirement at their cost.	<u>AGREED</u> NOT AGREED
10.The buyer is not permitted to resell the material within the plant premises.	<u>AGREED</u> NOT AGREED

**SIGNATURE OF THE BIDDER  
NAME & ADDRESS**



ANNEXURE- V

**TAMILNADU NEWSPRINT AND PAPERS LIMITED, KAGITHAPURAM**  
**PRICE BID SCHEDULE**  
**(A SEPARATE SEALED COVER WITH SUPERSCRIBBING "TENDER NO.")**

**TENDER NO.TNPL:MM:SS:2009143**  
**DT.25.02.2010**

**DUE FOR RETURN ON :13.03.2010**

**OFFER TO REMAIN OPEN TILL:13-05-2010**

**TENDER FOR DISPOSAL OF EFFLUENT SLUDGE GR-III(LIME SLUDGE)**

**To**  
**THE ASST.GENERAL MANAGER (STORES),**  
**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 in 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 instructions to bidders 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 4 of Instructions to bidders.

<b>SI No</b>	<b>Material Description</b>	<b>UOM</b>	<b>PRICE BID (Rs./MT)</b>
<b>01</b>	<b>Annual Rate Contract basis(Period: One year) Effluent Sludge Gr-III (Lime Sludge) from TNPL Lime Mud Filters on "As is where is" basis ( ED 10%,, Cess 2% &amp; H.E.Cess 1% and VAT 12.5% , TCS 1% extra to buyer's account)</b>	<b>MT</b>	

Excise Duty & Taxes shall be extra to the buyer's account . Taxes, Duty & levies applicable at the time of delivery shall be to buyer's account.

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

Date :

Place:

SIGNATURE OF BIDDER :

NAME AND ADDRESS

Phone No :

Mobile No :

Fax No :

**e-mail id :**

**TIN No. :**

**PAN No.:**