



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

**GENERAL TERMS & CONDITIONS
FOR TRANSPORTATION OF BAGASSE AND COAL / SOLID FUELS
FROM AND TO VARIOUS OFFSITES THROUGH DEDICATED TRUCKS**

(ANNEXURE -1)

01. SCOPE OF WORK:

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

02. The quantity of coal / Solid Fuel and Bagasse 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the contractor should provide required trucks and when the daily generation is reduced, the truck should be withdrawn suitably.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 weighment of Coal / Solid Fuel is to be carried out at both Offsite and TNPL factory on round the clock basis.
- d) The Coal/ Solid Fuel shall be unloaded at the place indicated by the officer- in- charge. 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 offsite. 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 offsites, separate tipper shall be used for transportation of Coal / Solid Fuels and no unloading charge will be paid.

Payment will be made for the actual loading capacity / passing weight mentioned in the certificate of registration.

04. BAGASSE TRANSPORTATION:

- a) Compacted bagasse or Loose bagasse shall be transported as the case may be. 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 or it should be transported as per the instruction of the site-in-charge at Offsite 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 / bottom cladded trucks at respective offsites within a week from the date of Purchase Order or from the date of commencement of transport activities at site. From the 8th day onwards, if any of the trucks found without side/bottom cladding will not be permitted inside the plant premises and TNPL will take appropriate penal action against the transporter.
- 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 Bagasse and 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 Offsite for Loading of Bagasse and Unloading at tippler at TNPL factory. There should not be any grouping or bunching of trucks in reporting at both ends.
- g) While transporting, the bagasse shall be covered with good quality tarpaulin to avoid spillages. Gunny bags / plastic covers 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 utilized. 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 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 Offsite concerned.

05. WEIGHMENT:

- a) The contractor shall ensure that all trucks carrying bagasse shall be weighed for gross and tare weight at Offsite weigh bridge. If found necessary, the sameweighment shall be repeated at TNPL factory also.
- b) After weighment 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 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 organize 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 flag gates for loading bagasse.

08. MOVEMENT OF COMMITTED QUANTITY OF BAGASSE:

- a) Contractors 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.13 (a&b) 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 may be 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 net weight quantity transported as mentioned in the clause 13-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 may be required to pay by Law, shall be deducted at source and the same shall be paid to the authorities concerned on the account of transport contractor. TNPL shall provide the required deduction certificates.
- 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) Purchase 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 weight bridges.
 - v) Lorry receipt/consignment note duly certified by authorized representatives of the company at Offsite / Paper Mill Site to the effect that the consignment has been safely delivered.

Note: I. In case of bills submitted with errors in the above particulars the bill shall be returned to the 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 acknowledgement copy of LR/CN/GC, the Duplicate of the same should be obtained within 20 days. Therefore 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/GC shall be executed in the prescribed format issued by TNPL.

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 security 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.13A 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.VALIDITY OF OFFER: The rate quoted in the tender shall be kept valid for 90 days from the date of opening of the price bid for finalization of tender. No bidder can withdraw his offer or upward revision of rates or revoke the same within the same period of 90 days or within the mutually agreed extended date. **If any bidder withdraw his tender or upward revision of rates or revoke the same within the above period. EMD amount remitted by the tenderer will be forfeited and suitable penal action will be taken.**

11.(a) Considering the variations in unladen weight of different kinds of trucks and nature of material (bagasse), payment will be made for the actual net weight quantity subject to a maximum net weight of 12.80 MT for single axle normal trucks, 19.50 MT for double rear axle trucks, 25 MT(12 wheels) / 30.50 MT(14 wheels) for Multi rear axle trucks. TNPL will not be responsible for any issues in connection with Load restriction enforced by RTO/NHAI. 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 Tamil Nadu Lorry Owners Federations and any other Statutory regulations.

(b) As per notification dated 03.09.2018 provided by Transport Commissioner, the loading weight of transport vehicles have been increased. However, stamping needs to be done in RC/Permit for increase in safe axle weight of transport vehicles.

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

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

The increase/decrease in freight per MT = $\frac{\text{Distance}}{4\text{KM}} \times \frac{\text{Revised Rate} - \text{Present Rate}}{16 \text{ MT}}$

Revised Rate – Revised Rate of Diesel prevailing at Karur

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

16 MT – Quantity loaded per Trip

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

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

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

13. The Contractor shall not engage any trucks of other contractors from the same Sugar Mill Sites or other Sugar Mill Sites / Offsites.
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-in-charge of 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 Offsites and TNPL Factory respectively once in a fortnight.
17. The contractor should mobilise adequate trucks or withdraw as the case may be depending on the availability of bagasse and the condition of the system at bagasse receiving station at main site. Any disruption at any of the points will be communicated to the contractors by telephone / fax / e-mail or through a messenger and it is the responsibility by 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 mobilize 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 enactment.
- b) TNPL is not liable for any injury or accident which may be caused to the operating crew or work men within the factory premises/ Offsites / Sugar Mill premises. It is therefore the responsibility of the Contractor to insure his truck crew and workmen working at the TNPL factory/Off-sites/Sugar Mill sites adequately and Insurance Policy is to be produced to TNPL before commencing the work. ROAD SAFETY POLICY (un-named) should be taken by the successful contractors before commencement of work in respective off-sites. The necessary premium amount for the above policy shall be reimbursed by TNPL on production of receipt and copy of Insurance policy. This policy provides coverage for death due to any accident to the transporters' crew/or loading men inside the premises upto Rs.1,00,000/- and additionally Rs.1,00,000/- towards Medical expenses for treatment of injury due to accident inside the sugar mill premises. This is in addition to work men compensation policy which is currently being arranged by the Contractor.

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

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

22. All consignments / Material once handed 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.

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24. TNPL reserves the right to split the purchase 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 co-ordinate and co-operate 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, break 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 sheets properly riveted. (However, for Mohanur & Pugalur Offsites, 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 Offsite section at Main site. 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 Offsite department without which the trucks will not be permitted to transport bagasse.

- f) The truck 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 authorized 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 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, Government regulations in force and shall be responsible for obtaining the necessary permission and sanction from the authorities concerned. TNPL will not be responsible for any violation of the transport regulations by contractors or by their operating crew.
- 28.** The drivers engaged by contractors shall hold valid heavy vehicle license and TNPL reserves the right to check license 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 license 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 Offsite. 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 / Offsites 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 / handing over the misbehaved crew to Police.
- c) Transport operative personnels are not permitted to smoke inside the premises of TNPL Factory and offsites / Sugar mill sites. This will apply to coal / solid fuel and bagasse 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 offsites installation. In case such defaulters are found during the operation a fine of Rs.5/- shall be charged for each occurrence.
- d) Heavy vehicle Driving License should be there for the 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 mobilization 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 coal/solid fuel as well as bagasse is less, normally no shortage is allowed. However, 0.5% variation in the quantity is permitted as a shortage on truck to truck basis to take care of inaccuracies in weigh bridges at offsites and TNPL factory. If any shortage is observed beyond the permissible limit of 0.5%, the cost of the material found short beyond 0.5% plus 10% towards administrative expenses shall be debited to the contractor's account. In case of any variation beyond 0.5% permitted, it should be reported by the authorized 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. (a) Contractor should always use good quality tarpaulin for covering coal / solid fuel and bagasse so as to prevent spillage enroute. In case at any time it is found that the tarpaulin used are not good which cause spillage, TNPL reserves the right to impose a penalty of Rs.1,000/- per occurrence. If same truck is found next time next time with similar defect, a penalty of Rs. 2000/- shall be imposed i.e.,increase of Rs.1000/- per occurrence. After 3rd occurrence, the truck will be removed from the fleet. In addition to the above, TNPL reserves the right to cancel the order if the contractor fails to comply with the condition of using good quality Tarpaulin.

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

(c) All the transporters have to arrange adequate manpower apart from driver to cover / remove the tarpaulin with the use of safety equipments provided by TNPL. Appropriate penal action will be taken if the transporter not providing adequate manpower. If the transporter fails to arrange manpower the trucks will not be permitted to load coal in the coal yard.

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 PURCHASE ORDER:

In the event of unsatisfactory performance, the purchase order is liable for cancellation. In the event of cancellation of purchase 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/ Offsite 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. JURISDICTION:

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

42. 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.

43. 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.

44. GOODS & SERVICE TAX:

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

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.)



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

SPECIAL TERMS AND CONDITIONS

BAGASSE & COAL/SOLID FUEL TRANSPORTATION FROM TNPL OFFSITES

1. Offers of those contractors who do not commit to transport Compacted Bagasse of minimum quantity as indicated in the covering letter of this tender per day on weekly average basis are liable for rejection.
2. 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 contractor 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.
3. Adequate load men for each Compactor shall be arranged by the contractor in all the Offsites for loading compacted bagasse. Additional load men shall be arranged by the contractor for the sites where stand by Compactor is installed (viz. Appakudal, Pugalur, and Pennadam), to avoid generation of loose Bagasse during truck change over period.

4. ENGAGEMENT OF CLEANERS:

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

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

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

5. In the event of failure of deploying sufficient trucks / load men, any loose Bagasse generated shall be cleared immediately at the risk of contractor for which the contractor shall be paid at the compacted bagasse transportation rate even it is transported in loose form. If the loose bagasse is not cleared by the contractor within a week time, TNPL shall fix a separate agency for transporting loose bagasse and the actual additional expenditure incurred shall be recovered from the contractor's account.
6. At Appakudal & Pennadam offsites, one compactor goose neck is modified in such a way that compacted bagasse can be stacked from the bottom of truck. The contractor shall place the truck initially at this compactor and stack the compacted bagasse up to the level of side cladding and change over the same truck to another compactor for further loading. The contractor shall keep adequate load men for loading bagasse in the said manner, round the clock.
7. 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.
8. The purchase orders will be valid till the completion of the current sugar season including Min/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.
9. The contractors should have minimum of dedicated trucks (as indicated in the covering letter of this tender) owned / leased by them. They should furnish the list of truck numbers along with photo copies 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 TNPL – Offsite department in advance and the identity cards already issued shall be surrendered for the withdrawn trucks and new identity card should be obtained for replaced trucks.
10. In case, any vehicle withdrawn for FC or held up with accident or become inoperative, the contractor shall arrange immediate replacement of trucks.
11. 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-in-charge of TNPL Offsite department

12. 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 defaulted contractor.

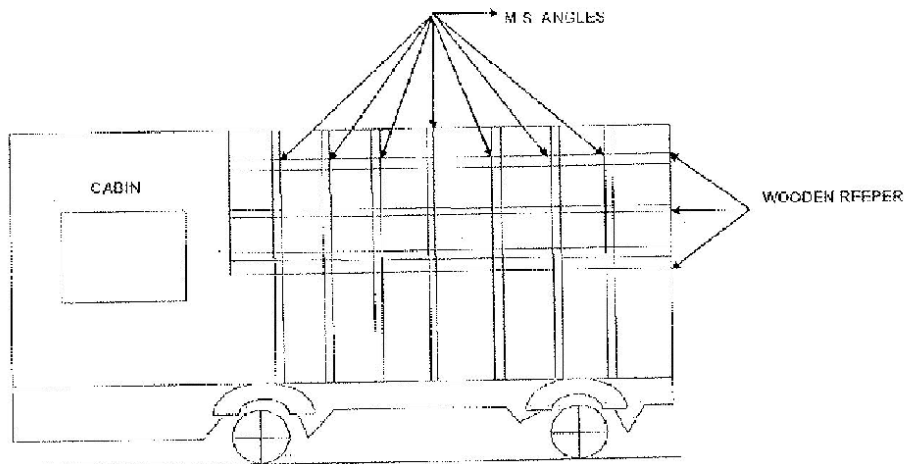
13. PERFORMANCE:

- 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 will be 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 the committed quantity of bagasse as mentioned in the purchase 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, 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 purchase 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.
- 14) The transport contractor should visit the respective Offsite at least once in a fortnight and discuss with the respective site-in-charge on problems faced if any.



DRAWING FOR BAGASSE TRUCKS

1. SINGLE SHEET CLADDING TO BE ARRANGED INSIDE BODY OF THE TRUCK 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 Offsites, 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 ALUMINUM NEW G.I. (OR) M.S. SHEET TO BE USED FOR SIDE CLADDING.
 4. REAR WHEEL MUD FLAPS ARE TO BE REMOVED.
 5. VERTICAL SIDE MINIMUM 7Nos OF MS ANGLES TO BE FIXED AND HORIZONTAL SIDE ABOVE SIDE BODY LEVEL MINIMUM 3 WOODEN REEPERS OF 2" WIDTH. THIS IS TO BE DONE OUTSIDE THE CLADDING SHEET.
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