



CIN – L22121TN1979PLC007799

TENDER No: 222313002025



Tamil Nadu Newsprint and Papers Limited
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30 Jun 2022

Dear Sirs,

Sub: Fixing Contract for Transport and Handling of Paper/Paper Board Export in containers through Chennai/ Kattupalli/Ennore/Tuticorin/Cochin Ports to various countries.

TNPL would like to fix up Customs House Agent (CHA) cum Transport Contractor for Handling and Transportation of 20ft & 40ft Containers for Export of Paper in Reels/Bundles/Boxes for its factory Unit-1 at (Kagithapuram) and Paper Board in Reels/Bundles for its factory Unit-2 at (Mondipatti) through Chennai/Kattupalli/Ennore/Tuticorin/Cochin Ports for a period of one year.

In this connection please find enclosed the following:

Annexure-I	Technical-cum-Commercial Bid
Annexure-II	Scope of Work, General Terms and Conditions & Declaration
Annexure –III	Process Complaint Statement & Terms and condition for Reverse Auction
Annexure – IV	FIRM PRICE BID (to be submitted in separate sealed cover)

TNPL will follow Tender cum E-auction (Reverse Auction) method for the above tender. Initially the Technical-cum-Commercial Bid will be scrutinized and those who qualify in the Technical cum Commercial Bid satisfying all the tender conditions will only be considered for PRICE BID Stage.

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

- TNPL will fix the opening price and minimum bid decrement for the e-auction (Reverse Auction). The date and time of E-auction will be communicated to the technically qualified tenderers separately.
- After completion of the e-auction bidding, TNPL will open the Firm Price Bids of the qualified tenderers on the next working day at 4.00 PM, in the presence of interested bidders. The qualified bidders can participate in the price bid opening on the next working day of Reverse auction at TNPL, Chennai. No separate intimation will be given for opening of price bid.
- The lowest offer received through E-auction OR through Price Bid whichever is lower only will be considered for placement of order.**
- Tenderers can quote for only one port of their choice depending upon their capacity & vehicle availability.**

Tenderers are requested to go through the General Terms and Conditions (Annexure – II), Process Compliant Statement and Terms & Conditions for Reverse Auction (Annexure - III) carefully and submit the tender documents in two parts as follows:

PART – I (Technical-cum-Commercial Bid):

- Duly filled Technical-cum-Commercial Bid in Annexure – I (all columns should be filled with correct details without fail)
- Duly signed copy of Terms and conditions & Declaration in Annexure – II
- Duly filled & signed copy of Process Compliant Statement & Terms and condition for Reverse Auction in Annexure – III
- Tender document fee of **Rs.590/-** by DD payable at Chennai (500+18%GST).
- EMD for **Rs.2,00,000/-** by way of DD payable at Chennai in favour of "TAMILNADU NEWSPRINT AND PAPERS LIMITED".
- Documentary proof asked for in the Qualifying factors (i.e. Sl.No.1 & 2 of qualifying factors mentioned in page 2 of this cover letter)**

The above documents shall be put in one cover super scribing the Tender Number and Due Date on the top of the cover.

Factory: Kagithapuram, Karur District, Tamilnadu – 639 136
Phone:(0091) 04324–277001 (10 lines). Fax:(0091)04324-277025/276368
e-mail: purchase.cont@tnpl.co.in

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PART – II (Price Bid)

- Duly filled Firm Price Bid in Annexure - V shall be put in one separate cover superscribing the Tender Number and Due Date on the top of the cover.

Both the covers containing Technical cum Commercial Bid (Part – I) and Price Bid (Part -II) are to be put in one sealed cover. Please write the Tender Number and Due Date on the top of the cover in capital letters addressed to GM (Purchase), Tamil Nadu Newsprint and Papers Limited, 67, Mount Road, Guindy, Chennai – 600 032, Tamilnadu.

The due date for submission of Technical cum Commercial Bid & Price Bid is 14.07.2022 at 3.00 PM. TNPL is not responsible for any postal or any other delay in submission of bid on due date and in time.

QUALIFYING FACTORS:

Please note that the following points are the qualifying factors in the Tender. Tenderers who do not comply with the conditions with documentary proof will not be qualified in the Tender for price bid stage.

1. (A) The tenderer (CHA) should own 20ft Taurus Truck & 40 ft Trailer as per vehicle requirement given below in the name of their firm/Partners/Proprietor/Director. Also tenderer should possess Regular valid Customs House Agent License (CHA LICENCE). The following proof of documents should be enclosed:

- (a) Copy of valid CHA License
- (b) Copies of RC books as per Vehicle requirement mentioned below.
- (c) Copy of Partnership deed In case of partnership firm

ALTERNATIVELY

(B) The tenderer (TRANSPORTER) who own 20ft Taurus Truck & 40ft Trailer as per vehicle requirement given below can make tie up arrangement with the authorized Customs House Agent (CHA) and produce the agreement between the CHA and Transport contractor in Rs.100/- non judicial stamp paper along with copy of valid CHA License of the tie up agency. (However the Transport contractor will be responsible for entire activities of the contract terms and conditions)

VEHICLE REQUIREMENT:

The trailers/trucks should have carrying capacity as follows:

- 10 Nos. – 3 axle x 40ft Trailer having carrying capacity of more than **40 MT Gross weight**
- 10 Nos. – 3 axle x 20ft Taurus truck having carrying capacity of more than **30 MT Gross weight.**

Important Note:

- (i) Tenderer who owns 10 Nos. 40ft x 3axle trailer **can participate only for 40ft Container handling.**
- (ii) Tenderer who owns 10 Nos. 20ft x 3axle Taurus Truck **can participate only for 20ft Container handling.**
- (iii) Tenderer who owns both 10 Nos. 40ft x 3 axle trailer and 10 Nos. 20ft x 3 axle Taurus truck **can participate for both 20ft & 40ft Container handling.**
- (iv) Copy of RC books indicating the above details and ownership endorsement pages with Insurance copy should be enclosed along with Technical cum Commercial Bid. Original RC should be produced at the time of verification.
- (v) Tenders received without above proof of RC copy & non-submission of Original RC at the time of verification will not be qualified.

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2. The Tenderer who owns 20ft Taurus Truck/40ft Trailers as per vehicle requirement given above should have minimum 3 years' experience in transporting minimum 500 Containers of 20ft or 40ft in any one year in the past 3 years from 01.04.2019 to 31.03.2022 for export through Chennai/Tuticorin/Cochin ports or any other ports in India.

- Documentary proof should be sent along with tender document for experience as above. Tenders received without year wise documentary proof in the form of order copies/performance certificate for three years will not be considered for Price bid stage.
- In addition to the above performance certificate indicating the number of containers handled (minimum 500) in any one year should be produced along with technical cum commercial bid. (In case of experience in the name of group concern having same Directors should provide MOU & proof for group concern)

However the existing contractors for TNPL for a period of three years need not submit any proof of documents and they can indicate only TNPL's work order number reference.

3. The contractor who have worked earlier for TNPL and whose performance was found bad/unsatisfactory will not be qualified. TNPL's decision is final in this regard.

4. Submission of EMD Rs.2,00,000/- by DD along with Technical-cum-Commercial Bid.

5. Tenderer should agree for payment of Additional Security Deposit of Rs.2,00,000/- in the event of an order in the form of Demand Draft OR Bank Guarantee. TNPL will not entertain any request for adjusting the Additional Security Deposit from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.

6. **Tender Fee:** In case the tender document is downloaded from TNPL web site, a DD for Rs.590/- (500+18%GST) is to be enclosed towards tender fee.

TNPL reserves the right to place order for the full tender quantity or part quantity thereof or split the order on more than one vendor or to place trial order in case of new vendor at its sole discretion.

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

TNPL reserves the right to reject any or all tenders at our discretion without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
for TAMIL NADU NEWSPRINT AND PAPERS LIMITED,


General Manager (Purchase)
Encl: as above


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TENDER NO: 222313002025 – TECHNICAL-CUM-COMMERCIAL BID:

NOTE: Before filling up the details, please read all the points carefully. No correction or overwriting is allowed.

1	Name and address of the Tenderer: (Transport Contractor/CHA)		
	Phone/Mobile No(s):		
	Fax No(s):		
	e-mail ID:		
	Contact person (authorized to participate in the Reverse Auction) / Mobile No(s):		
	Name of MD/Proprietor/Partner/Director who is responsible for this operation with Mobile No.		
	Income Tax PAN No. (copy of PAN Card should be enclosed)		
	Goods & Service Tax Regn No.		
2	In case the tenderer has downloaded the tender documents from TNPL website, a DD for ₹590/- (500+18%GST) is to be enclosed.	Enclosed / Not applicable	
		DD No.	For Rs.590/-
		Date	
		Bank	
3	Whether enclosed EMD of Rs.2,00,000/- (Those who fail to submit EMD will not be qualified in the Tender).	YES / NO	
		DD No.	For Rs.2,00,000/-
		Date	
		Bank	
4	Additional Security Deposit: Whether agreed for payment of Additional Security Deposit (ASD) amount of Rs.2,00,000/- in case of an order by way DD or Bank Guarantee. (Those who do not agree to submit ASD will not be qualified in the tender).	YES / NO	
5	(a) Indicate your preferred Port of Operation: i)Chennai/kattupalli/Ennore ii)Tuticorin iii)Cochin (You can choose only one option whether, i or ii or iii. Choosing more than one option will lead to disqualification)		
	(b) Indicate the interest of handling containers. (10 Nos. 20ft x 3 axle Taurus truck is required to participate for 20ft container and 10 Nos. 40ft x 3 axle Tractor is required to participate for 40ft container)	20FT (OR) 40FT (OR) BOTH (tick which is applicable)	

6	Whether the tenderer has regular Customs House License in their own name issued by Chennai/Tuticorin/Cochin Customs. (Copy of CHA License should be enclosed) OR Having tie up with any CHA who are having valid Customs House license. In case of tie up arrangement with CHA, an agreement copy in Rs.100/- non-judicial stamp paper should be enclosed.	Having own CHA license ☐ Copy of license enclosed Agreement with CHA ☐ Copy of license along with agreement enclosed (tick whichever applicable)
7	Whether the tenderer has own Trailers/ Taurus Truck (as per Vehicle requirement as indicated in page 2 of covering letter) in the name of Firm/Partner/Proprietor/ Director. The following documents should be enclosed along with tender without fail (a) Photo copies of RCs/valid Insurance certificates in the name of Firm/Partner/Proprietor/ Director along with List detailing Regn. No., Ins. validity, Name of RC holder etc. (b) In case of partnership firm, Copy of partnership deed should be enclosed <u>Lease agreement for hiring vehicles will not be considered. Tenders received without the above proof of document will be straight away rejected.</u>	YES / NO A list showing the details of Regn. No. and ownership is enclosed
8	Experience: Whether the tenderer has minimum 3 years' experience (from 01.04.2019 to 31.03.2022) in the field of transporting minimum 500 containers of 20ft/40ft in any one year in the past three years for export through Chennai/ Tuticorin/ Cochin or any other Indian Ports. Please indicate the name and addresses of the customers to whom they have carried out the work in the past 3 years <u>along with order copies received from their customers</u>. The following proof of document should be enclosed to qualify for Price bid stage: (a) Year wise Copies of order/contracts entered with the customer (between 2019-20, 2020-21 & 2021-22) (b) Performance certificate for transportation of minimum 500 containers in any one year in the past three years issued by the customers. Tenders received without documentary proof for experience will be rejected without any notice. However the existing contractors for TNPL for a period of three years need not submit any proof of documents and they can indicate only the work order number reference.	Customer Order Copies Enclosed / Not enclosed

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9	Whether the tenderer has regular office with sufficient communication facility at Chennai/ Tuticorin/Cochin Please enclose separate Annexure for giving the detailed address, phone/fax nos, email ID, contact person, Mobile nos. etc.	CHENNAI ADDRESS: TUTICORIN ADDRESS: COCHIN ADDRESS:
10	Banker: Please furnish the name and address of your banker. (In case of payment required through RTGS, the bank details should be certified by the respective Bank in a separate letter).	Name of Bank: Branch: Account No. I F S Code:
11	Status of organization: Partnership / Proprietorship / Private Ltd Co/ Public Ltd Co / Public undertaking / Co-Op sector. Please furnish the name and address of proprietor / partners / Directors. Mobile Nos.	
12	Validity of offer: Whether agreed to keep the rate offered in the price bid valid for acceptance for a minimum period of 30 days from the date of Reverse Auction and for the contract/work order for a period of one year from date of award of contract.	AGREED / NOT AGREED
13	PLACEMENT OF TRUCKS: Trailer/Taurus Trucks along with the container should be placed for stuffing at Marketing Godown of TNPL Unit-1 at Kagithapuram & Unit-2 at Mondipatti as follows:	AGREED / NOT AGREED
	a) TUTICORIN / COCHIN: The containers should be placed at TNPL factory (Kagithapuram & Mondipatti) for stuffing within 30 hours from the time of indent intimation.	AGREED / NOT AGREED
	b) CHENNAI/KATTUPALLI/ENNORE: The containers should be placed at TNPL factory (Kagithapuram & Mondipatti) for stuffing within 54 hours from the time of indent intimation.	AGREED / NOT AGREED

	c) For the Taurus trucks/trailer with container placed after the above time, penalty will be charged @ Rs.1500/- per day per container. (However penalty clause will be relaxed considering the date and time of gate opening / gate closing of the planned vessel as per the discretion of TNPL)	AGREED / NOT AGREED
14	Issue of Lorry Receipt: The transporter/CHA should issue L.R. on loading the material into the Taurus truck/trailer/container by tenderer's authorized representative at TNPL factory office and it is their responsibility to ensure the safe delivery of material to desired destination/vessel. Insurance for material will be arranged by TNPL. If loss occurring is higher than the compensation offered by the Insurance, it has to be compensated by the CHA/Transporter.	AGREED / NOT AGREED
15	Declaration: Whether the partners/directors/proprietor, as the case may be, of the company are related to any of the Employees of TNPL. In case the partners or directors or proprietor of the company are related to any of the employees of TNPL, a declaration to this effect giving the details of the name of the Employee, relationship etc., should be provided separately without which the offer will not be considered	

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agree to the terms and conditions of TNPL Tender No. 222313002025. ✓

In case of any misstatement or false information furnished, the tenderer will be disqualified in the tender.

PLACE:

DATE:

ADDRESS:

1. Name & Signature of Transport Contractor with Official Stamp

2. Name & Signature of CHA with Official Stamp

Mobile No.

Contact Person:

NOTE:

- The due date for submission of the technical cum commercial bid is **14.07.2022 by 3.00 P.M.** Please send the technical cum commercial bid along with EMD and other related documents in a sealed cover super scribing the Tender Number and due date mentioning in capital letters as "**TECHNICAL-CUM-COMMERCIAL BID**".
- No late tender will be entertained and TNPL will not be responsible for postal or any other delay in submission of bid on due date and in time.

TENDER NO: 222313002025 – GENERAL TERMS AND CONDITIONS

1. ESTIMATED QUANTITY:

The Port wise approximate quantity to be handled is as follows. However, the quantity and number of containers mentioned below are only indicative and TNPL does not guarantee for the quantum of work and the quantity of paper / paper board to be handled for export. The indicative quantity will vary on either side depending upon the Export order from our customers.

Name of the Port	Approximate Quantity (MT)		No.of 20 Ft containers		No.of 40 Ft containers	
	Unit-1	Unit-2	UNIT-1	UNIT-2	UNIT-1	UNIT-2
CHENNAI /KATTUPALLI / ENNORE	1,24,750	30,700	1000	250	700	200
TUTICORIN			1000	200	800	400
COCHIN			2250	150	600	220
Loadable Capacity (for both Standard & HC)			20 Ft containers		Maximum 19.5 MT Nett	
			40 Ft containers		Maximum 28 MT Nett	

2. Scope of Work:

Transport and Handling of 20ft / 40ft containers for Paper/Paper Board Export through Chennai/Kattupalli/Ennore/Tuticorin/Cochin Ports.

- The **CLEARING AND HANDLING AGENT (CHA)/TRANSPORT CONTRACTOR** should arrange to collect & Transport the empty containers after survey from the shipping line's plot to our factory at Kagithapuram & Mondipatti in Trailer/Taurus trucks for stuffing of cargo and the loaded container to the respective Ports in the same Trailer/Taurus truck.
- The CHA/Transporter should arrange for unloading the stuffed container at the respective Ports.
- The CHA/Transporter should arrange for Customs Inspection, Processing of Shipping Bill, Seal verification, EDI, Weighment, Handling arrangement at CFS and Co-ordination of other related work with Customs & Port authorities/Terminal operators for loading of containers into vessel including during Holidays and over and above the office working hours by entertaining over time for the respective officials for which overtime charges will be on your account.
- **Verified Gross Mass (VGM)**
It is your responsibility to file Verified Gross Mass for the container with Customs as per customs rules. However, authorization will be issued to you to complete VGM formalities on behalf of TNPL. All the additional expenses involved in this regard including container weighment will be at your cost. You should take care of the above expenses while quoting your rates.
- The CHA should complete the post shipment documentations like submission of customs endorsed original & duplicate ARE1, E.P. copy of Shipping Bill, Non negotiable copy of BL, Mate Receipt relating to export consignments lifted by them within the stipulated time mentioned in the tender terms and conditions.
- **The soundness and cleanliness of the containers to be ensured by CHA/Transporter before sending to factory for stuffing. The CHA should take care of insurance coverage for the damage of empty containers and stuffed containers during transit. TNPL will not be responsible for any damages during transportation of empty/stuffed containers except cargo.**

2.1 In case of export through EPCG and other licenses, the CHA should closely monitor the license quantity and value to complete the license exactly within the permissible limits or as per the instructions received from TNPL, Corporate office. In case of any excess quantity utilization, it is the responsibility of the CHA to get amendment from the customs at his own cost or the excess licenses amount will be adjusted against the CHA's account with suitable penalty.

2.2 The CHA/Transporter should send a CDMR report (Container Daily Movement Report) to Export section at our Corporate Office, Chennai for every movement of containers allotted to them till the shipment is made.

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2.3 The CHA/Transporter should get the Vessel Schedule from the concerned Freight Forwarder/Shipping line and send to Export section at Corporate Office either by Fax or E-mail without fail.

2.4. In case the containers are found not suitable for stuffing (or) rejected by inspection agencies (or) not clean, the containers will not be stuffed and will be sent back. **In such cases, any charges involved in the transaction will be debited to the CHA/Transporter.**

2.5 All information like CPA (Container Placement Advice) Number, Container Number, Tractor/Taurus Truck Number, destination port should be forwarded to TNPL Factory by E-Mail/Fax immediately before sending Taurus trucks/trailers to TNPL Factory. Also, all the above information should be sent along with Taurus truck/trailer/containers reporting for loading in the CHA's letter head without fail.

2.6. As TNPL purpose is to avail export benefits, wherever necessary such endorsement should be made in all the shipping documents, customs and port papers without fail and the original and copy should be forwarded to TNPL **within 30 days** from the shipping bill date.

2.7 The CHA shall take necessary steps to avail the DUTY DRAWBACK CREDIT (DBK credit)/RoDTEP/any other incentives from Customs, introduced from time to time as per the Foreign Trade Policy. It is the responsibility of the CHA to clear the EGM or any other error and get the credit. In case of any loss of incentives due to wrong filing of shipping bills, the corresponding incentive amount shall be debited to the CHA. The CHA shall send the monthly statement before 15th of every month to Manager (Marketing), Export Benefit Section, Corporate Office, Chennai about the DBK credit received from Customs to TNPL's Bank account by giving the details of Invoice No. Shipping bill No., Amount credited etc.

2.9 **Penalty Clause:** If DBK credit is not received within 30 days from the date of generation of Exporter copy of shipping bill, a penalty @ 12% per annum on the DBK value will be levied on the defaulted CHA till DBK credit is received by TNPL. However, the delay in receipt of DBK credit is not due to the fault of CHA, the penalty clause will be relaxed by TNPL at its own discretion.

2.8 In the case of any loss of original documents like shipping bill, Export Incentive licenses etc. by CHA/Transporter, the value of the document/license along with interest @ 15% from the date of possession will be debited from the amount payable to the CHA/Transporter.

3. RATE:

All inclusive rates should be quoted in the Firm Price Bid and during Reverse Auction for the following scope of work:

(a) All inclusive rate for Transportation:

- Loading of empty containers into trailer/Taurus truck at Liners Plot
- Transportation of empty containers from Lines plot to Kagithapuram/Mondipatti and stuffed containers from Kagithapuram/Mondipatti to respective Port.

(b) All inclusive rate for CHA activities:

- Processing of Shipping Bill & Customs Inspection
- **Seal verifications & Customs formalities at Container Freight Station (CFS)**
- **EDI charges at Customs/CFS**
- **Weighment Charges at CFS/Port**
- **Handling arrangements at CFS if required**
- All other CFS/Customs related works till unloading the stuffed containers at Port.
- Other incidental expenses for post shipment documentation as per clause 15 & 16 below including Agency Commission etc.

3.1. CHARGES FOR OPEN INSPECTION:

In case Customs allots Open Inspection of 20ft/40ft containers while processing Shipping Bill, the following charges shall be claimed by the tenderer along with Shipping Bill specifying the open inspection details (container no. etc.) Without proof of open inspection in the shipping bill, tenderer can't claim the additional expenditure.

For Chennai/Kattupalli/Ennore/Tuticorin/Cochin Ports : Open Inspection Charges @ Rs.1000/- per container for both 20ft & 40ft extra. No additional charges will be paid at actual basis over and above the specified rate as above.

3.2. CONTAINER UNLOADING AT CFS:

In case of missing the scheduled vessel due to any other reason beyond control which is other than transporter's fault, the contractor should intimate the reason to Marketing dept. Export division in writing i.e. by email in advance before unloading the containers at CFS. If the reasons are accepted/approved by TNPL Marketing Dept. Export division in writing i.e. by email/fax/letter, the charges for CFS operation and local transportation will be reimbursed by TNPL based on CFS bill/receipts for the particular containers.

Such expenses shall be claimed in separate bill along with approval of TNPL Marketing dept. Export division supported by CFS bills/receipts.

Note: No additional charges will be paid other than the ordered rates as above.

4. VEHICLE REQUIREMENT:

The tenderer should have own Trailers/Taurus Truck as per the following requirement:

- 10 Nos. – 3 axle x 40ft Trailer having carrying capacity of more than 40 MT Gross weight
- 10 Nos. – 3 axle x 20ft Taurus truck having carrying capacity of more than 30 MT Gross weight

Note:

Tenderer who owns 10 Nos. 40ft x 3axle trailer can participate only for 40ft Container handling.

Tenderer who owns 10 Nos. 20ft x 3axle Taurus Truck can participate only for 20ft Container handling.

Tenderer who owns both 10 Nos. 40ft x 3 axle trailer and 10 Nos. 20ft x 3 axle Taurus truck can participate for both 20ft & 40ft Container handling.

The tenderer should enclose photocopies of RC particulars and supporting documents for own trailer. In case the partners own the trailers, copy of partnership deed to be provided along with photocopies of RC. The tenderer shall also be in a position to submit the original RCs for verification immediately on intimation. **The number of trailers indicated i.e. 20 is the minimum requirement. However the successful tenderer should be in a position to place any number of trailers over and above 20 Nos. as per requirement of TNPL from time to time.**

4.1. Placement of Trailer/Trucks for 20ft and 40ft containers through Chennai/Kattupalli/ Ennore/ Tuticorin/ Cochin ports for both Unit-1 &2:

Only 3 axle x 40ft Trailers should be placed for 40ft containers and 20ft x 3 axle Taurus trucks should be placed for 20ft containers for collecting container and transport to TNPL Factory at Kagithapuram/Mondipatti for stuffing as follows:

- a) The Trailers/Taurus trucks along with containers shall be placed at TNPL factory (Kagithapuram/Mondipatti) for stuffing within **30 hours from the time of indent intimation for Tuticorin/Cochin** and within **54 hours from the time of indent intimation for Chennai/ Kattupalli/Ennore.**

5. PENALTY CLAUSE:

If the 3 axle Trailer/Taurus truck is not placed within the stipulated time, TNPL will arrange to transport the container from alternate source and the **additional expenditure if any, will be debited to the CHA/Transporter's account.**

(or)

- a) If the containers are placed after the stipulated time, a penalty of Rs.1,500/- per container per day will be levied.
- b) In the event of containers not reaching Port before gate closing due to delay in movement by the transporter, the SSR charges (vessel crossing) claimed by Freight Forwarders/Liners will be recovered from the Transporter's Bills.
- c) Container shortage: In case of shortage of Containers at TNPL's authorized Freight Forwarder/Shipping Lines, a letter/Email from the Freight Forwarder/Shipping Line confirming the shortage of container and actual time of releasing containers to be produced. In such a case, the time of releasing of container will be taken as "Indent intimated time" and based on that penalty clause will be applied.

- d) **Undue delay due to traffic jam:** In case of any delay due to enroute traffic jam, the same should be intimated to TNPL factory(Kagithapuram/Mondipatti)/Corporate office within 12 hrs by e-mail/fax. The acceptance shall be subject to verification and confirmation by TNPL officials.
- e) **Non-availability of crane:** In case of non availability of crane for loading at container yard, a letter/email from Freight Forwarder/Shipping line confirming the non-availability of the crane and actual time of crane availability to be produced. In such case the time the crane made available will be taken as "Indent intimated time" and based on that penalty clause will apply.
- f) **20ft containers are to be transported only by 3 axle x 20ft Taurus Truck**
- g) **40ft containers are to be transported only by 3 axle x 40ft Tractor**
- h) All Trailer/Taurus truck is to be placed at factory (Kagithapuram/Mondipatti) only with Cleaners.
6. The CHA should arrange customs inspection as per the rules and regulations. Necessary Shipping Bills etc shall be filed and processed by the CHA. After completion of loading, B/L should be obtained from the Shipping Agent and forwarded to TNPL immediately without any delay by courier without any extra cost.
- 6.1 During the receipt of the export cargo and the handling at the Port in case packing is damaged necessary re-packing should be arranged by the CHA for which required material will be provided by TNPL. Labourers/workmen required for re-packing the material should be arranged by the CHA and the expenses shall be reimbursed to them. In case due to any reason the required packing material etc. could not be provided by TNPL the same shall be arranged by the CHA and the expenses incurred shall be reimbursed at actuals.
- 6.2 The CHA should ensure that the shipment should be made within the applicable free time and if demurrage is incurred due to the fault on the part of CHA the same shall be debited to his account. The contract resulting out of this tender shall be with explicit condition that any demurrage due to the fault of CHA shall be to their account only. The CHA should liaise with customs, port trust, steamer agent, insurance surveyors and other any other agencies for completion of work. The work should be completed satisfactorily depending on the schedule of the vessel calling at Chennai/Tuticorin/Cochin Port for our export cargo, which will be intimated then and there.
- 6.3 The CHA should ensure that shipping bills are properly filed. Commission amount mentioned in the invoices wherever applicable should be entered separately in the respective field while filing bills. (This is the requirement of our bankers for remitting commission amount of Overseas Agent). Wherever quantities are to be mentioned in MT, KGS (or) Kilos, care should be taken and properly entered. Any loss incurred by TNPL due to wrong entry while processing shipping bills, the same will be recovered from the CHA/Transporter's bills.
- 7. Issue of Lorry Receipt(LR):**
- a) The transporter/CHA should issue L.R on loading the cargo into the trailer/container. The CHA should appoint a representative at TNPL site office (Kagithapuram/Mondipatti) to prepare LR for each container which should be handed over to Marketing dept. before trailer/Taurus trucks leave the factory. The CHA/Transporter should intimate the name of their representative within 24 hours after receiving the work order from TNPL. Also the representative should co-ordinate with Marketing dept. in checking the soundness of the containers, placing containers for stuffing and verification of documents before sending the trailer/Taurus truck out. The CHA/Transporter should give advance intimation to his representative and TNPL site office (Kagithapuram/Mondipatti) about the container no./trailer no. and destination port etc. before the arrival of containers for stuffing. **Necessary insurance for their representative should be arranged by the CHA/Transporter as per TNPL rules and regulations. Without representative the containers will not be permitted inside the factory (Kagithapuram/Mondipatti).**
- b) CHA/Transporter should send an authorization letter in duplicate through Trailers/Taurus truck indicating the container number, Trailers/Taurus truck number and destination port for entry purpose and taking delivery of the stuffed container. Without authorization letter, trailers/Taurus trucks will not be permitted inside the factory(Kagithapuram/Mondipatti).

- c) **Transit Insurance:** Transit Insurance for the cargo will be arranged by TNPL. However it is the responsibility of the CHA/Transporter to ensure the safe delivery of material to desired destination/vessel. If loss occurring is higher than the compensation offered by the Insurance, it has to be compensated by the CHA. If any shortage/damage occurs the same has to be compensated to TNPL by the CHA/Transporter.

d) **Detention Charges:**

In case of delay in stuffing the containers at factory(Kagithapuram/Mondipatti) beyond 24 hours from the arrival time, then the detention charges will be paid @ Rs.1,500/- per Trailer/Taurus truck per day.

In case of inordinate delays in unloading the stuffed containers at the ports on account of disruption in the port operations or any other reasons for which the CHA/Transporter is not responsible, TNPL will pay detention charges @ Rs.2,000/- per day per Trailer/Taurus truck for any delay beyond 36 hours from the arrival time at the Port.

However No detention charges will be paid if the transporter do not move the containers at a time as per Container Placement Advice.

8. **Earnest Money Deposit:**

- The tenderer shall remit an EMD of **Rs.2,00,000/-** by DD drawn in favour of **Tamil Nadu Newsprint and Papers Limited payable at CHENNAI.**
- The tenderer is neither entitled for any interest on EMD nor for any right for award of the contract.
- The EMD amount shall be forfeited if the tenderer, after submitting his tender, withdraw his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within the stipulated period of awarding the contract.
- The EMD shall be returned to all un-successful tenderers after finalization of the contract and for the successful tenderer EMD shall be converted into Security Deposit.

9. **Security Deposit:**

In the event of an order, the EMD amount of Rs.2,00,000/- submitted against this tender will be converted into Security Deposit which is for due performance of the contract. This Security Deposit amount will not bear any interest and shall be returned only after successful completion of the contract. Any dues from the contractor are to be realized will be adjusted from the Security Deposit without any notice.

10. **Additional Security Deposit:**

The successful tenderer, on whom contract is awarded, shall remit a sum of **Rs.2,00,000/-** as Additional Security Deposit by Demand Draft or in the form of Bank Guarantee valid for a period of **15 months from date of award of contract.** The additional security deposit shall not bear any interest and the same will be returned after successful completion of contract. TNPL will not entertain any request for adjusting the Additional Security Deposit from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.

11. **Validity:**

The rate quoted against the tender should be valid for acceptance for **30 days** from the date of Reverse Auction and during the validity period of the offer, the bidder is not permitted to make any upward revision in the rate or withdraw his offer. In case of withdrawal of offer or revision of rate as stated above, the EMD amount will be forfeited.

12. **Contract/Work Order validity:**

The contract/work order will be valid for a period of **ONE YEAR** effective from the date of award of contract.

13. **Extension of Contract:**

The contract/work order can be extended for two more months beyond the validity period on mutual agreement between the CHA/Transporter and TNPL at the same rates, terms and conditions.

14. **Payment Terms:**

100% Payment will be made within 30 days on receipt of bills at Corporate Office, complete in all respects with duly supported Copies of Shipping Bill and Duplicate copy of GR form. Payment will be released by RTGS only.

15. Post Shipment Documentation:

The following shipping documents are to be forwarded to our **Factory Office** within 75 days from the date of shipment for Central Excise purpose.

- a. Customs endorsed original and duplicate ARE-1
- b. E.P. Copy of shipping bill (Photo copy)
- c. Photo copy of B.L.
- d. Mate Receipt.

15.(a) Penalty for non compliance of above:

It is the responsibility of the CHA to collect the above documents like copy of BL from the Shipping Agent and other documents from Customs/Port authorities and the same are to be forwarded to factory office along with endorsed copy of ARE-1 and shipping bill copies.

In case of non-submission of the above within 75 days, a penalty @ **Rs.100/- per day per Set** (ARE-1, S/B and B/L) will be levied from 76th day upto 90 days. Further a penalty @ **Rs.200/- per day per set** will be levied from 91st day to the date of receipt at TNPL end. However, penalty clause will be relaxed in case of Customs EGM error and other customs related delay at its own discretion.

16. The following shipping documents are to be forwarded to our Corporate Office.

- a. Exporter copy (original or photo copy) to be forwarded to Manager (Marketing), Export Benefit Section, Corporate Office within 10 days.
- b. EP copy of Shipping Bill – within 30 days from the date of shipment to be forwarded to Manager (Marketing), Export Benefit Section, Corporate Office, Chennai.
- c. One set of photocopy of EP copy shipping bill along with original EP shall be forwarded to Manager (Marketing), Corporate Office, Chennai.
- d. Exchange Control Copy of Shipping Bill in Original should be delivered within 24 hrs to Marketing Export department, Corporate office from the time of printing of Shipping Bills.

Note: In case of non-submission of the above within the stipulated time, penalty @ Rs.100/day/Set will be levied from the last date mentioned.

17. Termination of the Work Order/Contract:

The work order/contract may be terminated by either party by giving 30 days' notice in writing to the other party if the other party

- fails to carry out his obligations under this work order according to the intent thereof; or
- is prevented from fulfilling his obligations under this work order due to insolvency or liquidation
- Or Fails to observe or perform any of the covenants, conditions or provision of this work order and such failures or non-performance is not remedied or set right within the said period of 30 days.
- If the CHA's Customs House License is cancelled/or suspended by Customs/Port Authorities
- TNPL shall terminate this contract immediately.

18. Risk Purchase:

In case the CHA/Transporter fails to perform the contract, TNPL reserves the right to cancel the contract/work order and/or engage any other party at the risk and cost of the CHA/Transporter who fails. Any additional expenditure incurred due to such actions will be to the account of the CHA/Transporter. In addition to forfeiture of the Security Deposit, Additional Security Deposit, TNPL will take any other appropriate action as deemed fit in such cases of failure.

19. Force Majeure:

TNPL and the CHA/Transporter shall be under no liability for the fulfillment of this contract if it is delayed due to circumstances beyond either party's reasonable control such as industrial disputes, general strike, other strike, lockouts, wars, invasion, hostilities, riots, earthquakes, storms, tempests, floods, famine, epidemics, fire explosions, legislation or any other Government action. The party wishing to claim relief by reason of such circumstances shall notify the other party in writing without delay and in any case within 3 days of the intervention and within 7 days of the cessation of such circumstances.

TENDER NO: 222313002025

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21. Confidentiality:

The CHA/Transporter shall treat all data and documents furnished by TNPL under this contract as confidential and/or restricted in nature and shall not divulge or allow access to such data/documents by any unauthorized person.

22. Covering Law and Jurisdiction:

Notwithstanding anything contained herein, it is hereby agreed that only the Courts at Chennai shall have exclusive jurisdiction for the adjudication of any disputes between the parties hereto, to the specific exclusion of all other Courts.

23. Waiver:

- Failure on any occasion of either party to insist upon strict adherence to any of the provisions of this contract or to enforce any of their rights under this contract or to resort to enforce any of their rights under the laws specified thereof shall not be construed to be a waiver of such provisions or rights in any manner.
- A waiver by either party shall not be effective unless given in writing.
- An effective waiver shall not extend to or effect any provision of rights not expressly waived nor shall an effective waiver of any provisions or rights in the event of the occurrence on a future occasion of the same cause which gave rise to such effective waiver.

24. The Contract/Work order arising out of this tender shall be subject to the following general terms and conditions. TNPL reserves its rights:-

- To check/verify confidentially about the credit worthiness, Performance, Experience etc of the tenderers with appropriate authorities/Agencies/Organizations/Institutions etc. Decision taken by TNPL based on the information and particulars so collected will be final.
- TNPL will not assign any reason for rejection of any tender. TNPL shall have the right to
 - reject any or all tenders
 - split the quantum of work to two or more tenderers
 - entrust the work in part and not in its entirety.
- The CHA 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.

25. Compensation for variation in Diesel Price:

If the Diesel price increases/decreases beyond 5%, the freight rates will be revised as per the formula given below. (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). Escalation in freight rates will not be considered if the diesel price increase/decrease is below 5% over the prevailing price.

The increase/decrease in freight per container = $\frac{\text{Distance}}{4 \text{ KM}} \times (\text{Revised Rate} - \text{Present rate})$

Distance : Distance between TNPL, Kagithapuram/Mondipatti & respective Ports as follows:

NAME OF PORT	Distance from Unit-1 Kagithapuram	Distance form Unit-2 Mondipatti
Chennai/Kattupalli/Ennore	850 KM (up & down)	760 KM (up& down)
Tuticorin	640 KM (up & down)	530 KM (up & down)
Cochin	600 KM (up & down)	710 KM (up & down)

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

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.

We have read and understood all the terms and conditions of the Tender No.222313002025. We accept all the terms and conditions of tender.

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

ATTACHMENT & CHECKLIST FOR TECHNICAL CUM COMMERCIAL BID**TENDER NO.222313002025**

Sl.No	Name of Ownership of Vehicle as per RC Book	Regn. No. & Type of Vehicle
DETAILS OF 3 AXLE X 40FT TRAILORS		
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
DETAILS OF 3AXLE x 20FT –TAURUS TRUCK		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Declaration

Copies of RC Book/Insurance copy for the above vehicles are enclosed.

Copy of CHA Licence is enclosed

Copy of Partnership Deed is enclosed (in case of partnership firm)

Original agreement in Rs.100/- Stamp Paper for having tie up arrangement with CHA is enclosed.

Proof of Experience for 3 years from 01.04.2019:

Contract period	Name of Customer	Contract/PO/WO No. & Date
2019 – 2020		
2020 - 2021		
2021 - 2022		

Copies of contract/Purchase order/Work orders are enclosed as per the details given above.

I/We hereby declare that the particulars furnished above are true and correct to the best of our knowledge and agree to the terms and conditions of TNPL Tender No**222313002025**. (In case of any mis-statement or false information furnished, the tenderer will be disqualified in the tender).

Date:

SIGNATURE WITH SEAL

ANNEXURE – II

TENDER No: 222313002025 - DECLARATION

(To be submitted along with Technical-cum-Commercial Bid)

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 duly signed in all pages.
 - c) EMD of Rs.2,00,000/- (Rupees Two lac thousand only) may be converted as Security deposit. In case we withdraw the offer, the EMD of Rs.2,00,000/- (Rupees Two lac only) can be forfeited by TNPL and we have no claim whatsoever on the EMD furnished by us.
 - d) We agree to furnish Additional Security Deposit of Rs.2,00,000/-(Rupees two lac only) either by DD or Bank Guarantee valid for a period of 15 months from the date of work order. In case we do not commence the work as per terms and conditions of the work order, the EMD/SD of Rs.2 lac and Addl.Sec.Deposit of Rs.2 lac can be forfeited by TNPL and we have no claim whatsoever on the EMD/SD/ASD furnished by us.
 - e) The particulars/information furnished in the Tender is true and correct.
 - f) 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
-

Name & Signature of the Tenderer with office seal

TERMS AND CONDITIONS FOR REVERSE AUCTION:**Contact Details:**

Mr.C.Ramesh Das General Manager (Purchase)	Phone	044-22354430
	e-mail	rameshdas.c@tnpl.co.in / purchase.corp@tnpl.co.in

Selection process of vendors:

1. Bidders must submit the Process Compliance Statement duly signed to TNPL along with Technical-cum-Commercial bid.
2. Subsequently, TNPL would communicate the Opening Price, Bid decrement and date and time of Reverse Auction
3. On the event date, Vendors shall submit bids from their computers through Internet on www.tnpltenders.com. As and when other bidders place the bids, they would have the opportunity to revise their bids downwards if they wish to do so.
4. Bidders 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.
5. At the end of the sourcing event, TNPL will have a list of all the bidders with their final bids, and will decide on awarding the business based on the comprehensive value proposition of each Bidder.
6. TNPL's decision on the award shall be final and binding. In case two bidders emerge as L1 in the bidding, the supplier who has placed the bid early would be considered active L1 and given weightage.

All other terms and conditions are as per TNPL Tender No. 222313002025

Bidding Price Format: Bidders should quote the **Rate in INR (Rs.) per container basis**

Opening Price: Opening price is defined as the highest initial price.

Bidders can bid lower than the Opening Price.

Currency: All the Bidders must quote in the currency as informed by TNPL.

Bid Decrement: Bid Decrement is the minimum fixed amount by which the next bid value can be decreased.

Bid event format: This bid event will be conducted in Standard English Price Bid Event.

Quantity/Terms and Conditions:

Please refer the Annexure - I –General terms and conditions for the above details.

Bidding Time & date: Will be communicated by TNPL separately.

EVENT INFORMATION**Extension Rule:**

- There would be system generated Auto Extensions of 5 minutes each, if there is a bid placed by any participating supplier(s) in the last 5 minutes.
- Extension of 5 minutes would happen for any number of times, if bid(s) is/are placed in the last 5 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 5 minutes.

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.

Validity:

The bidders should keep their bids valid for a period of 30 days from the date of Closing of on-line auction. No bidder is permitted to withdraw his 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 bidder due to withdrawal of offer by him.

SIGNATURE OF TENDERER

PROCESS COMPLIANCE STATEMENT**Bid event to be held against TNPL's Tender No 222313002025**

Name of the Organization: _____

The following terms and conditions are 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.

- a) We will not divulge either our bids or those of other Vendors to any other external party.
- b) We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
- c) Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- d) Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- e) Our participation in a bid event is by invitation from TNPL.
- f) 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.
- g) Bids once made cannot be withdrawn or modified under any circumstances.
- h) TNPL can decide to extend, reschedule or cancel the auction.
- i) Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid.
- j) 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 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.
- k) TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of the website hosting the auction. 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.
- l) TNPL does not guarantee continuous, uninterrupted or secure access to its services and operation of the website may be interfered with by numerous factors outside of its control.

Validity:

The bidders should keep their bids valid for a period of 30 days from the date of Closing of on-line auction. No bidder is permitted to withdraw his 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 bidder due to withdrawal of offer by him.

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

Name of Organization	
Name of Authorized person	
Designation	
Signature & stamp /seal	(1) CHA (2) Transport Contractor
Date & Place	

ANNEXURE IV – FIRM PRICE BID (Page 1 of 2)
(to be submitted in separate cover)
TENDER NO. 222313002025 DUE ON 14.07.2022 AT 3.00 P.M.

RATES FOR UNIT – 1 (KAGITHAPURAM)

(YOU SHALL QUOTE ONLY FOR ONE PORT OPTED BY YOU IN TECHNICAL CUM COMMERCIAL BID)

(All rates in Rs.)

Sl. No	DESCRIPTION OF WORK	PORT	RATE PER CONTAINER	
			20' Container	40' Container
a)	All Inclusive rate for Loading of empty containers into trailers/trucks at Liners Plot at Port, Transportation of empty containers to Kagithapuram and stuffed containers from KAGITHAPURAM to Port and Unloading of stuffed container.			
b)	All inclusive Rate for Processing of Shipping Bill & Customs Inspection, <u>Seal verifications & Customs formalities at Container Freight Station (CFS), EDI charges at Customs/CFS, VGM Filing/ Weighment Charges, Handling arrangements at CFS if required.</u> All other CFS/Customs related works till unloading the stuffed containers at Port. Other incidental expenses for post shipment documentation and Agency Commission etc.			
	Total Rate per Container			

Note:

- The rate quoted above should be inclusive of wages to be paid to your representative at TNPL factory.
- The rate quoted above should be inclusive of present and anticipated Toll charges in enroute, and other penalty imposed by RTO if any etc. as indicated in the Terms and conditions of Tender.
- No additional charges will be paid during the contract period of one year except escalation towards diesel price increase/decrease.
- Total Rate per Container will be taken for evaluation for each port.

I/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 in tender no.222313002025.

Place:

Date :

Mobile No.

Signature of the Tenderer with office seal

NAME OF SIGNATORY:

CONTD..2..

ANNEXURE IV – FIRM PRICE BID (Page 2 of 2)
(to be submitted in separate cover)
TENDER NO. 222313002025 DUE ON 14.07.2022 AT 3.00 P.M.

RATES FOR UNIT – 2 (MONDIPATTI)

(YOU SHALL QUOTE ONLY FOR ONE PORT OPTED BY YOU IN TECHNICAL CUM COMMERCIAL BID)

Sl. No	DESCRIPTION OF WORK	PORT	(All rates in Rs.) RATE PER CONTAINER	
			20' Container	40' Container
a)	All Inclusive rate for Loading of empty containers into trailers/trucks at Liners Plot at Port, Transportation of empty containers to Mondipatti and stuffed containers from MONDIPATTI to Port and Unloading of stuffed container.			
b)	All inclusive Rate for Processing of Shipping Bill & Customs Inspection, <u>Seal verifications & Customs formalities at Container Freight Station (CFS), EDI charges at Customs/CFS, VGM Filing/ Weighment Charges, Handling arrangements at CFS if required.</u> All other CFS/Customs related works till unloading the stuffed containers at Port. Other incidental expenses for post shipment documentation and Agency Commission etc.			
	Total Rate per Container			

Note:

- The rate quoted above should be inclusive of wages to be paid to your representative at TNPL factory.
- The rate quoted above should be inclusive of present and anticipated Toll charges in enroute, and other penalty imposed by RTO if any etc. as indicated in the Terms and conditions of Tender.
- No additional charges will be paid during the contract period of one year except escalation towards diesel price increase/decrease.
- Total Rate per Container will be taken for evaluation for each port.

I/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 in tender no.222313002025.

Place:

Date :

Mobile No.

Signature of the Tenderer with office seal

NAME OF SIGNATORY: