



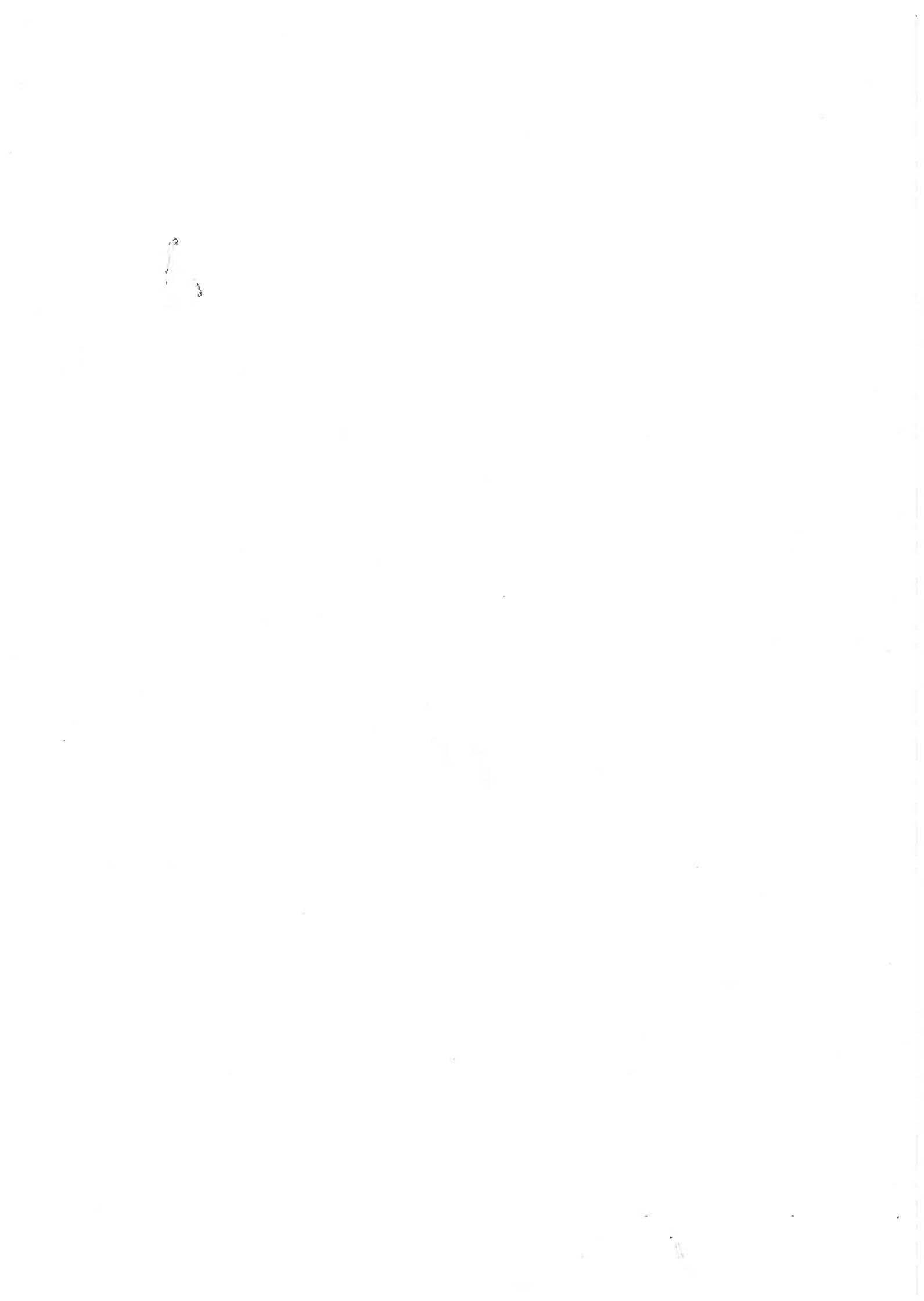
TAMIL NADU NEWSPRINT AND PAPERS LIMITED
KAGITHAPURAM, TAMIL NADU, INDIA

Bid Document # TNPL/UNIT II/TM#5/ 242523003714

for

**Design, Manufacture, Supply, Supervision of
Erection and Commissioning of Doctor Blade
Regrinding Machine and its auxiliaries for TNPL
Unit-II - Tissue Machine**

Date of Issue of Bid : 25/01/2025
Due Date for Submission of Bid : 14/02/2025



PART 1
INVITATION FOR BIDS
(EXPRESSION OF INTEREST)

Bid Document No : TNPL/Unit II/TM#5/242523003714
Date of Issue : 25/01/2025

Dear Sirs:

1. Tamil Nadu Newsprint and Papers Limited (hereinafter referred to as "TNPL") own and operates an integrated pulp and paper manufacturing facility at Kagithapuram (Unit I) and Mondipatti (Unit II) in the state of Tamil Nadu. The paper mill manufactures different varieties of paper and is one of the major producers of Printing & writing and Paper Boards in India.
2. TNPL plans to setup a 34,000 tpa Tissue Paper Machine (TM#5) at its Unit II Mondipatti, Trichy District, Tamil Nadu.
3. TNPL invites EOI from eligible Bidders for Design, Manufacturing and Supply of Blade Grinding Machine for Tissue Machine # 5 of TNPL Unit II, as per the scope of this Bid Document through E-Procurement portal (<https://tntenders.gov.in/nicgep/app>).
4. The bidding procedure is electronic bid submission through the website (<https://tntenders.gov.in/nicgep/app>) only. The bidder can logon to this website and view the invitation for Bids and details of Materials / Works for which the bid is invited.

The Terms and Conditions for E-Tendering, Terms and Conditions for E-Reverse Auction and Process Compliance Statement are furnished as Appendix 1, Appendix 2 & Appendix 3 to Part 2 respectively.

5. Qualification criteria

The bidder should be a reputed manufacturer of Carbon Steel blade regrinding machine and should have executed at least one (1) order for supply of Carbon steel doctor blade regrinding machine with mechanical clamping system for doctor blades of grinding length not less than 3 mtr in the last ten years, which are in successful operation.

6. Bid Fee & Bid Security: Nil.
7. Bids shall be submitted, based on the guidelines set out in "Instructions to Bidders" enclosed as Part 2 of this Bid Document and shall be in conformity with the "General Terms and Conditions of Contract to be entered into between TNPL and the Successful Bidder" enclosed as Part 3 of this Bid Document and "Scope of Supply and Services" enclosed as Part 4 of this Bid Document
8. A two-cover (Technical cover and Finance cover) e-bidding procedure will be followed. For details, refer Cl.11 of "Terms and Conditions for E-Tendering" enclosed as Appendix-1 to Part 2 of the Bid Document.

9. The due date for submission of Tender Documents including the Technical cum Commercial Bid through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is before 3:00 pm on **14/02/2025**.
The Technical cum Commercial Bid /EOI offer will be opened through online portal at 3:00 pm **15/02/2025**.
10. TNPL will not be responsible for any delay in submission of online bid on the due date and time (Server time) through E-tendering portal <https://tntenders.gov.in/nicgep/app>.
11. Hard copies of following documents are to be submitted within three (3) days from the date of Technical Bid opening at
- Project Management Division,
Tamil Nadu Newsprint and Papers Limited
Kagithapuram 639 136,
Karur District, Tamil Nadu, INDIA
- Authorisation Letter for submission of Bid
 - Documents for meeting the qualification criteria
 - Documents shown in Enclosure 1 of Bid Form
 - Three (3) printed copies of Technical Bid.
12. TNPL reserves the right to qualify the bids received and/or reject any or all the bids, at its own discretion, without assigning any reasons therefor. Also, TNPL reserves the right to split the order and award the contract to more than one bidder.
13. All the clarification in the document and specifications shall be requested to the following e-mail IDs:

To: pmd2@tnpl.co.in
Cc: pmd5@tnpl.co.in



PART 2
INSTRUCTIONS TO BIDDERS FOR E-PROCUREMENT

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PART 2**INSTRUCTIONS TO BIDDERS FOR E-PROCUREMENT****A INTRODUCTION****1 Scope of Bid****1.1**

These Instructions to Bidders provide necessary guidelines to be followed by Bidders when submitting their bid for:

- a) Supply of Equipment/Spare Parts; or
- b) Supply of Equipment and Spare Parts, and undertaking erection, start-up and commissioning thereof; or
- c) Supply of Equipment and Spare Parts, and provision of supervisory services for erection, start-up and commissioning thereof against this Bid Document as specified in Part 4 of this Bid Document entitled Scope of Bid.

2 Eligible Bidders**2.1**

This "Invitation for Bids" is open to all Bidders around the world who meet the pre-qualification criteria specified in the Notice Inviting Bid.

3 Cost of Bid**3.1**

Bidder shall pay the prescribed bid fee through NIC online payment gateway.

3.2

Bidder shall bear all costs associated with the preparation and submission of its bid including visits, if need be, for personal inspection of TNPL's Project Site and for acquaintance of relevant Indian Standards and Regulations etc.

3.3

Bidder shall not be entitled to claim any cost, charges, expenses for or incidental to in connection with preparation and submission of bid, even if TNPL may select to withdraw the "Invitation to Bid".

4 Bidder to have No Claim on TNPL on the Outcome of the Bidding Process

Submission of any bid against the "Invitation for Bids" shall constitute an agreement that Bidder shall have no claim or cause of action against TNPL or its officers, employees, successors or assignees, regardless of the outcome of the bidding process.

B BID DOCUMENT**5 Content of Bid Document****5.1**

Equipment, Spare Parts and Supervisory Services required, bidding procedures and Contract terms are prescribed in the Bid Document. In addition to the "Invitation for Bids", the Bid Document includes:

- > Instructions to Bidders
- > General Terms & Conditions of Contract
- > Technical Specifications & Scope of Bid
- > Bid Form and Price Schedule
- > Bank Guarantee Form for "Bid Security"
- > Bank Guarantee Form for "Advance Payment"
- > Bank Guarantee Form for "Performance Security"

5.2

Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at Bidder's risk and may result in the rejection of its bid.

6 Clarification on Bid Document

A prospective Bidder requiring any clarification on the Bid Document may obtain clarification in "Seek Clarification" tab in NIC portal of or by e-mail at the TNPL's mailing address indicated in the "Invitation for Bids". TNPL will respond in writing to any request for clarification on the Bid Document, which it receives not later than 10 days prior to the due time for the submission of Bids prescribed by TNPL.

7 Amendment to Bid Document**7.1**

At any time prior to the due time for submission of Bid, TNPL may, for any reason, whether at its own initiative, or in response to a clarification requested by prospective Bidder, modify the Bid Document by amendment and revised Bid Document shall be uploaded in NIC Portal as corrigendum to the Tender.

7.2

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, TNPL may, at its discretion, extend the due time for the submission of bid.

7.3

The amendment as above will be notified as part of the Corrigendum in NIC platform.

technical collaboration or licence agreement, if any.

or

C PREPARATION OF BID

8 Language of Bid

Bid prepared by Bidder and all correspondence and documents relating to the bid exchanged by Bidder and TNPL, shall be in English language, provided that any printed literature furnished by Bidder may be in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

9 Documents Comprising Bid

9.1 Two Covers

Bid prepared by Bidder shall be submitted ONLINE in two covers, one comprising the technical and commercial proposals in accordance with Parts 2, 3, 4 and Part 5 without prices, designated as "ONLINE Cover A : Unpriced Techno-Commercial (UTC) Bid" and the other comprising the Price in accordance with Part 5, designated as "ONLINE Cover B : Price Bid".

9.2 Unpriced Techno-Commercial Bid

The envelope containing the Unpriced Techno-Commercial Bid shall contain a complete description of the Equipment, Spare Parts and Services Bidder intends to supply and provide and shall comprise the following:

- a) Bid fee, as prescribed
- b) Bid Security in accordance with Clause 13.
- c) Bid Form described in Clause 10 below containing all information, except the Price Schedule, duly completed in all respects, as per the format in Part 5 of this Bid Document.
- d) The documentary evidence of Bidder's qualification to perform the Contract if its bid is accepted, shall establish to TNPL's satisfaction that:
 - i) Bidder has the financial, technical and production capability necessary to perform the Contract and, in particular, has the experience of having designed, manufactured and supplied sufficient number of equipment having the same or like specifications and of the same or higher capacities and are in successful operation, and also has the experience of having erected and commissioned or provided supervisory services for erection, start-up and commissioning. Bidder shall also furnish documentary evidence of

- ii) in the case of Bidder offering to supply Equipment, Spare Parts and Services under the Contract where Bidder did not manufacture or otherwise produce, Bidder has been duly authorised by the Equipment and Spare Parts manufacturer or producer to supply such Equipment and Spare Parts and also to provide the related Services.

- e) The bidder's proof of qualification documents should be self-attested. Any bid without a documentary proof for qualification shall be considered non-responsive.

- f) The documentary evidence of Equipment, and Spare Parts' conformity to Bid Document may be in the form of literature, drawings and data, and shall furnish:
 - i) a detailed description of Equipment and Spare Parts, essential technical and performance characteristics
 - ii) a list giving full particulars, including available sources of all Spare Parts necessary for the proper and continuous functioning of Equipment during the initial two (2) year period, following commencement of Equipment use by TNPL

and

- iii) a statement of deviations and exceptions, if any, to the provisions of Part 3 and Part 4 of Bid Document.

9.3 Price Bid

Bidder shall necessarily submit their price bids in the format provided and no other format is acceptable.

Please refer Clause 6.5 of **Appendix 1** to Part 2 of the Bid Document for price bid preparation.

10 Bid Form

As part of Unpriced Techno-Commercial (UTC) Bid, Bidder shall submit the Bid Form as per format furnished in Part 5 of the Bid Document, indicating for Equipment and Spare Parts to be supplied, a brief description of Equipment/Spare Parts, their country of origin, and quantity alone and for the Services, the total number of personnel under different categories, their Residential Status and duration of their deployment. **No prices shall be entered on the Bid Form in the Unpriced Techno-Commercial (UTC) Bid.**

11 Bid Prices**11.1**

The bidder shall quote prices as per the BOQ format provided in the Bid.

11.2 Insurance

TNPL will take a comprehensive marine-cum-erection insurance policy to cover transportation, storage and erection. However, Successful Bidder shall furnish all necessary particulars to TNPL's insurers/underwriters and TNPL, immediately on despatch. Any and all losses arising on account of the non-compliance of these instructions shall be solely to Contractor's account.

11.3 Prices/Fees to Remain Firm and Fixed

Prices/fees quoted by Bidder shall remain firm and fixed during Bidder's performance of Contract to be entered into between TNPL and Successful Bidder and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clauses 22.1 and 25.

12 Bid Currencies**12.1**

Prices shall be quoted as per the currencies defined in the BOQ format of the Price Bid.

13 Bid Security**13.1**

Pursuant to Clause 9.2(b), Bidder shall furnish, as part of its bid, Bid Security for an amount specified in Part 1 (Invitation for Bids) of this Bid Document, either in the form of:

- an unconditional bank guarantee issued directly by a bank located in India or abroad acceptable to TNPL, as per proforma enclosed as Appendix 4 to this Part 2.

(or)

- Online payment gateway

Bidders shall submit separate Bank Guarantee for each and every bid and shall under no circumstances provide one Bank Guarantee to cover more than one bid.

The bid security shall be denominated in the currency of the bid or in any freely convertible currency.

13.2

The bid security is required to protect TNPL against the risk of Bidder's conduct, which would warrant the

security's forfeiture, pursuant to Clause 13.7.
13.3

The Bank Guarantee towards bid security shall be valid until 30 (thirty) days beyond the validity of the related bid. Successful Bidder shall however maintain validity of the Bid Security till he furnishes the "Bank Guarantee for Performance of Contract" to TNPL upon execution of Contract with TNPL.

13.4

Any bid not secured in accordance with Clauses 13.1 and 13.3 will be classified as "Substantially non-responsive Bid" by TNPL and rejected pursuant to Clause 21.2, 22.1 and 22.2.

13.5

Unsuccessful Bidder's bid security will be discharged/returned promptly but not later than 30 days after the expiry of the period of the Bid validity that may be prescribed by TNPL, pursuant to Clause 14.

13.6

Successful Bidder's bid security will be discharged upon its executing the Contract, pursuant to Clause 30, and furnishing the "Bank Guarantee for Performance of Contract" (as per Proforma enclosed as Appendix 2 to Part 3 of this Bid Document) within 30 (thirty) days of signing of the Contract with TNPL.

13.7

The bid security will stand forfeited:

- a) If a Bidder withdraws its bid during the period of validity specified by Bidder in the Bid Form.
- b) In the case of a Successful Bidder, if Bidder fails:
 - to sign the Contract in accordance with Clause 30; and/or
 - to furnish the "Bank Guarantee for Performance of Contract" within 30 (thirty) days of signing the Contract with TNPL and in any case prior to drawal of "Advance" under the Contract.

13.8 Refund of Bid Security

The bid security received in any currency other than Indian Rupee will be refunded in the same currency, but equivalent only to the Indian Rupee actually realised at the time of receipt of such bid security by TNPL.

In other words, the Indian Rupee actually realised shall be frozen for the purpose of refund. The refund shall be effected based on the parity rate prevailing on the date of refund.

14 Period of Validity of Bids**14.1**

The Bid will be valid for a period of 90 days after the date of bid opening prescribed by TNPL, pursuant to Clause 20.

The bids valid for a shorter period are liable for rejection by TNPL as non-responsive.

14.2

In exceptional circumstances, TNPL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail). The period of validity of bid security provided under Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15 Format and Signing of Bid**15.1**

Bid Format and the UTC Bid shall be uploaded in NIC portal as per the required format. All pages of the Bid, except for unamended printed literature, shall be initialled by the person or persons signing bid.

Bids by partnership firm(s) shall contain the full names of all partners and their business and residential addresses and be signed with the partners' name, either by one or more or all the Partners in terms of the provisions in the relevant Partnership Deed.

A certified copy of the Partnership Deed shall also accompany the bid. Bids by Corporations/Companies shall contain the legal name of the Corporation/Company and full address of the Registered Office and be signed by the President/Director or other person(s) legally authorised by the Corporation/Company for this purpose.

A certified copy of Memorandum and Articles of Association as well as a certified copy of the Resolution Passed by the Board of Directors and/or the Power of Attorney issued in favour of the person authorised to sign the Bid Document on behalf of the Corporation/Company shall also accompany the bid

15.2

Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. Corrections made in ink in the typed/printed matter shall also be initialled by the person or persons signing the bid. However, usage of white fluid/correcting fluid is not permitted for carrying out any sort of correction in the bid

15.3

All pages of the bid and the accompanying documents shall be initialled at the lower right hand corner and signed where required, by Bidders or persons holding a Power of Attorney, before submission of the bid. All initials and signatures shall be in ink only. All signatures shall be dated. The bidder's representative who uploads the bid in NIC portal shall therefore assess the same.

Unsigned bids and bids which are incomplete, obscure, irregular, and/or only for a part of equipment specified or otherwise considered as defective are liable for rejection.

D BID SUBMISSION**16 Bid Submission****16.1**

Techno-commercial bids and price bids should be submitted through the link <https://tntenders.gov.in/nicgep/app>

The tender will be processed online through e-tender and e-reverse auction. The bidder shall submit his response through bid submission to the tender in the online procurement platform at NIC's website <https://tntenders.gov.in/nicgep/app> on or before the date and time specified in the Bid. No other form of bid submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

17 Due Time for Submission of Bids**17.1**

Bids must be submitted in the online procurement platform at NIC's website <https://tntenders.gov.in/nicgep/app> not later than the time and date specified in "Invitation for Bids" attached as Part 1 to this Bid Document.

The server time (which is displayed on the Bidders' dash board) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.

The NIC server time shall be treated as final and binding. Bids recorded in the server before the Bid closing time will only be treated as valid.

TNPL is not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.

17.2

TNPL may, at its discretion, extend this due time for the submission of bids by amending the Bid Document in accordance with Clause 7, in which case all rights and obligations of TNPL and Bidders previously subject to the due time will thereafter be subject to the due time as extended.

18 Late Bids

The Electronic bidding system would not allow any late submission of bids after due date and time, as per server time.

19 Modification and Withdrawal of Bids**19.1**

- Bidders may modify their bids online before the due date and time for submission of bids.
- In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- No bid may be modified after the due date and time for submission of Bids

19.2

No bid may be withdrawn in the interval between the due time for submission of bids and the expiry of the period of bid validity. Withdrawal of bid during this interval shall result in Bidder's forfeiture of its bid security, pursuant to Clause 13.7.

The terms and conditions for E-Tendering is enclosed as **Appendix 1**.

E OPENING AND EVALUATION OF BIDS**20 Opening of Unpriced Techno-Commercial (UTC) Bids****20.1**

The technical offers except price Bid will be opened by TNPL tender opening committee at Project Management Division, Kagithapuram through <https://tntenders.gov.in/nicgep/app>, on the date and at the time specified in "Invitation for Bids" attached as Part 1 to this Bid Document.

Technical Bid opening will be done online after the due date of submission of online Bid and technical evaluation will be undertaken thereafter.

21 Preliminary Examination of Unpriced Techno-Commercial (UTC) Bids**21.1**

TNPL will examine the UTC Bids to determine whether they are complete, whether all documents, as required under Clause 9 have been furnished, whether the bid has been properly signed/initialled, and whether bids are generally in order.

21.2

Bids that do not provide all the information requested in Clause 9 above may be declared non-responsive pursuant to Clause 22.1 and 22.2 below.

22 Evaluation of Unpriced Techno-Commercial Bids**22.1**

Prior to the detailed evaluation, TNPL will determine whether each bid remains substantially responsive to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the Terms and Conditions of the Bid Document without material deviations. TNPL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.2

TNPL will proceed to a detailed evaluation of the bids to determine whether the bid is substantially responsive to the requirement set forth in the Bid Document. In order to reach such a determination, TNPL will examine and compare the technical aspects of the bids based on the information supplied by Bidders, taking into account the following factors in the manner and to the extent indicated.

- a) Conformity to Clause 13 "Bid Security" of Part 2 of this Bid Document.
- b) Conformity to the qualification documents set forth in Clause 9.2.
- c) Conformity to the "Technical Specifications and Scope of Bid", as specified in Part 4 of this Bid Document
- d) Conformity to technical clarifications issued by TNPL, as amendment to the Part 4 of the tender, pursuant to Clause 7.
- e) Conformity to the required "Delivery Schedule", specified in Part 4 of this Bid Document.
- f) Conformity to the "General Terms and Conditions of the Contract", specified in Part 3 of this Bid Document.

22.3

A bid determined as not substantially responsive will be rejected by TNPL and may not subsequently be made responsive by Bidder by correction of the non-conformity.

22.4

TNPL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.



23 Clarification on Unpriced Techno-Commercial Bids

To assist in the examination, evaluation and comparison of Bids, TNPL may, at its discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

Should any specific clarification be required on the UTC bids, TNPL shall invite Bidders for a Technical/ Commercial clarification meeting.

24 Notification of Results of Evaluation of Unpriced Techno-Commercial Bids to Bidders**24.1**

TNPL will either

- i) Accept the Bid which is determined substantially responsive
(or)
- ii) Reject a Bid that is substantially non-responsive;
(or)
- iii) Reject a Bid that has been submitted by a Bidder not meeting the minimum qualification requirements set forth in the Bid Document.

24.2

TNPL will notify those Bidders whose UTC Bids have been found responsive thro' NIC portal the date and time for **ONLINE** opening of Price Bids and subsequently E-reverse Auction.

24.3

TNPL will also notify the unsuccessful Bidders thro' NIC portal that their UTC Bids, and therefore, their Price Bids, have been rejected.

25 Opening of Price Bids, E- Reverse Auction and Evaluation of Price Bids**25.1**

Price Bids of those Bidders whose UTC Bids are responsive, pursuant to Clauses 21, 22 and 23 above, on the date and at the time to be informed to these bidders thro' NIC portal to their registered e-mail, will be opened by TNPL tender opening committee at project Management Division, Kagithapuram through <https://tntenders.gov.in/nicgep/app>.

25.2

In the e-tender, the price bids received from the technically qualified bidders will be opened electronically. The lowest offered price shall be fixed as the opening price for E-Reverse auction. Technically qualified bidders only will be allowed to participate in the E-reverse auction process.

The overall lowest offer received will only be considered

for placement of order.

Further price negotiations will be held with successful bidder. The unit rates of the negotiated price bid shall not exceed the unit rates as quoted. The terms and conditions for E-Reverse Auction and Process Compliance Statement are enclosed as **Appendix 2** and **Appendix 3** respectively.

25.3

The tenderers are advised to note that at the **Price Bid / E-Reverse auction**/, they have to quote the rate on **FOR TNPL Project Site basis**.

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

25.4

To facilitate evaluation and comparison, TNPL will convert all bid prices expressed in amounts in various currencies in which bid price is payable, to Indian Rupees at the exchange rates on the date of the Financial Bid opening to establish initial ranking.

25.5

The comparison shall be of the landed cost net of GST at TNPL Project Site of the goods offered by Bidder ie. taking into account the Customs/Excise duty, taxes, freight, insurance, Port clearance/handling etc payable pursuant to clause 11 above.

26 Contacting TNPL/TNPL's Project Consultants**26.1**

Subject to Clauses 7.3, 14.2 and 23, no Bidder shall contact TNPL/TNPL's Project Consultants on any matter relating to the bid from the time of bid opening to the time the Contract is awarded.

26.2

Any effort by a Bidder to influence TNPL/TNPL's Project Consultants in TNPL's bid evaluation, bid comparison or Contract award decisions may result in the rejection of its bid.

F AWARD OF CONTRACT**27 Award Criteria**

Subject to Clause 25, TNPL will award the Contract to Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that Bidder is determined to be qualified to perform the Contract satisfactorily.

28 TNPL's Right to Accept Any Bid and to Reject Any or All Bids

TNPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason and without thereby incurring any liability to affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for TNPL's action.

29 Notification of Award**29.1**

Prior to the expiry of the period of bid validity, TNPL will notify Successful Bidder thro' NIC portal, that its bid has been accepted.

29.2

The notification of award will constitute the formation of the Contract.

29.3

Upon Successful Bidder's furnishing the "Performance Security" pursuant to Clause 30.3, TNPL will discharge its bid security, pursuant to Clause 13.6.

30 Signing of Contract**30.1**

At the same time as TNPL notifies Successful Bidder that its bid has been accepted, TNPL will issue a Letter of Intent (LOI) / Order, as applicable.

30.2

In case of LOI, within thirty (30) days of issue of LOI, TNPL will forward the Formal Contract / Order, incorporating all agreements between the parties.

30.3

Within ten (10) days of receipt of the Formal Contract, Successful Bidder shall sign the Contract with TNPL and also provide the "Bank Guarantee for Performance Security" (as per Proforma enclosed as Appendix 2 to Part 3 of this Bid Document) within fifteen (15) days there from and in any case prior to drawal of "Advance" under the Contract.

30.4

Failure of Successful Bidder to comply with the requirement of this Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.



APPENDIX 1: TERMS AND CONDITIONS FOR E-ENDERING**INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER**

Techno-commercial bids and price bids should be submitted through the link <https://tntenders.gov.in/nicgep/app>

The tender will be processed online through e-tender and e-reverse auction. The bidder shall submit his response through bid submission to the tender in the online procurement platform at NIC's website <https://tntenders.gov.in/nicgep/app>. No other forms of bid submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

The procedures to be followed are explained below:

- a) Techno-Commercial Bids are to be filled in the given formats attached. The required and mandatory formats are available in the Tender Document in the e-portal.
- b) Price Bids are to be filled in the e-portal in the relevant web pages enabled for the bidders.

Price bids will be opened before- reverse auction.

- Bidders are requested to read these instructions and terms & conditions before submitting their online tenders.
- The Bidders are required to submit soft copies of their Bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The necessary instructions were given to assist the Bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.
- More useful information for submitting online Bids on the TAMILNADU GOVERNMENT E PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in/nicgep/app>

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. The bidder's can logon to this website and view the invitation for Bids and can view the details of Materials /works for which bids are invited.

1 REGISTRATION:

- 1.1 The bidders needs to submit bids online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- 1.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- 1.4 Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- 1.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

2.0 CONTACT PERSONS:

Description	Contact details	Email
For queries related to registration and online bidding (@NIC)	044 – 24461505	support.etender@nic.in
Technical support regarding NIC e-Procurement portal (@TNPL)	Mr M Pranesh Intercom:2849 TNPL CUG Mobile Number: 94894 00798	eps.support@tnpl.co.in
For queries related to the bid	Refer Part 1 – Invitation for Bids	

3.0 SYSTEM REQUIREMENT:

- i. Operating System: Windows 7 or above, RAM – 1GB and above
- ii. Internet connectivity with at least 2 Mbps speed
- iii. Internet browser: IE 9 and above (or) Mozilla Firefox 3.5 up to version 49
- iv. Signing type: Digital Signature (class III)
- v. JRE 8.0 software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings once)

4.0 SEARCHING FOR TENDER DOCUMENT:

- 4.1 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.0 PREPARATION OF BIDS:

- 5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 5.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.3 Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi, which helps in reducing size of the scanned document. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to **upload clear scanned copies.**
- 5.4 The completed bid comprising scanned copy of the proof for the payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

- 6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:**
The bidder shall submit through online the requirements under qualification criteria, Technical Documents and Price Schedule/BOQ as per tender. All the documents are to be signed digitally. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.
- 6.1** Bidder should login to the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.2** The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.
- 6.3** Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable.
- 6.4** Bidder should prepare and submit the EMD as per the instructions specified in the Bid document.
- 6.5** Bidders are requested to note that they should necessarily submit their price Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and complete the Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder etc). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.
- 6.6** The server time (which is displayed on the Bidders' dash board) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 6.7** All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys.
- 6.8** The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers
- 6.9** Upon the successful and timely submission of Bid (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 6.10** The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid.
- 6.11** In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.

- 6.12 During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.
- 6.13 The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.
- 6.14 The electronic Bid submitted during the e-tender process shall be legally binding on the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.
- 6.15 It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 6.16 TNPL reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.
- 6.17 The NIC server time shall be treated as final and binding. Bids recorded in the server before the Bid closing time will only be treated as valid Bid. Bidders are, therefore, advised to submit their Bids well before the closing time of e-tender. If any Bid reaches the server after the Bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. TNPL is not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.
- 6.18 Bidders are advised to exercise caution in submitting their Bids in e-tender and e-Reverse Auction, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.
- 6.19 Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
- 6.20 No deviation to the technical and commercial terms & conditions are acceptable.
- 6.21 Bidders are required to sign in each page of the Bid specification.
- 6.22 TNPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
- 7.0 LATE BID:**
- The Electronic bidding system would not allow any late submission of bids after due date and time, as per server time.**
- 8.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 8.1 Bidders may modify their bids online before the deadline for submission of bids.
- 8.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 8.3 No bid may be modified after the deadline for submission of Bids.

9.0 ASSISTANCE TO BIDDERS:

- 9.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person / email ID indicated in the Notice inviting tender.
- 9.2** Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPL and the successful bidder(s) subsequent to the bidding process.

10.0 SUBMISSION OF HARD COPIES OF DOCUMENTS, IF REQUIRED

The Bidders needs to submit all the documents through online submission. However, the required documents should be submitted in Hard copies after online submission, if demanded from TNPL.

11.0 E – TENDER AND E- REVERSE AUCTION

- 11.1** Bidder has to quote on FOR TNPL Project Site basis as per BOQ format in NIC portal. In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. Bid Unit prices shall be evaluated on the basis of the lowest evaluated Unit price in INR, which shall be the opening price for E reverse auction. Technically Qualified Bidders only will be allowed to participate in the E- Reverse auction process.
- 11.2** After opening of the Price Bid, the Bidders who shall become eligible to participate in the Reverse Auction as per the conditions stated in this Document, known as the Qualified Bidders, will be intimated about their qualification through notification on the <https://tntenders.gov.in/nicgep/app> website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the <https://tntenders.gov.in/nicgep/app> website and log in to see whether they have qualified or not. TNPL will not be responsible for non-receipt of email by the Bidder and its consequences.
- 11.3** E-Bidding is the process of inviting final price offers from the Qualified Bidders through internet for the purpose of determination of the lowest Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Auction). During Reverse Auction process, Bidder can change its quoted price from their initial price by a bid decrement value specified (or its multiples) to reduce its price further. Such changes can be made any number of times within the e-Reverse Auction period.
- 11.4** The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its price Bid below the displayed current L1 Bid by decrement as specified in above point, tso become the L1 Bidder. The lowest price obtained after completion of the Reverse Auction Process, shall be the Closing Price and the bidder quoting the same will be considered as the L1 bidder.

- 11.5** The electronic Bidding process for E-reverse auction will have a scheduled start and closetime which will be displayed on screen. A Qualified Bidder will be able to put its price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 10 (ten) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 10 (ten) minutes from the last received Bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price Bids are received.
- 11.6** During the tender process for electronic Bidding the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- 11.7** Bidders in their own interest are advised to get themselves acquainted with the electronic Reverse Auction process of (<https://tntenders.gov.in/nicgp/app>) by getting their Authorized Representative trained through demo electronic — Reverse Auction schedule at the link <https://demoetenders.tn.nic.in/nicgp/app>.
- 12.0 ABOUT DIGITAL SIGNATURE CERTIFICATE:**
- 12.1** A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic Reverse Auction on <https://tntenders.gov.in/nicgp/app> website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a Class III DSC of signing type from any Certifying Authority or their authorized agencies in India.
- 12.2** The Bidder may note that only one user id will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to NIC for mapping.
- 12.3** The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.
- 12.4** It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain /representation in this regard shall be entertained at any stage by TNPL
- 13.0 TERMS AND CONDITIONS FOR E-REVERSE AUCTION:**
- 13.1** After completion of the online E-Reverse Auction, the lowest price shall be available for further processing.
- 13.2** If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Auction then TNPL may scrap the online Reverse Auction process and may proceed with the lowest Price Bid received through e-tendering for further processing.

- 13.3 Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible to participate in E-Reverse Auction process.
- 13.4 Online Reverse Auction shall be conducted by TNPL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.
- 13.5 During the Reverse Auction, time extension of additional 15 minutes may be given by TNPL at its sole discretion, if no Bid is received by TNPL till that time.
- 13.6 To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. TNPL shall not be responsible for such eventualities.
- 13.7 Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 13.8 Upon receipt of the system report after completion of the Online Reverse Auction Closing Price will be considered for further processing. TNPL's decision on award of contract shall be final and binding on all the Bidders.
- 13.9 TNPL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.
- 13.10 TNPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of TNPL shall be binding on the Bidders.
- 13.11 Other terms and conditions shall be as per TNPL's Bidding documents and other correspondences, if any, till date.
- 13.12 Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Auction
- 13.13 For the Reverse Auction technically and commercially acceptable Bidders only shall be eligible to participate.
- 13.14 Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 13.15 Rules for Reverse Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 13.16 If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant TNPL guidelines, shall be initiated by TNPL.
- 13.17 The Bidder shall not divulge either his Bids or any other exclusive details of TNPL to any other Bidder.
- 13.18 Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of Bids offered.

- 13.19** Bidders may note that, although extension time is 10 minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the TNPL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 13.20** Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TNPL, Bid process, Bid technology, Bid documentation and Bid details.
- 13.21** It is brought to the attention of the Bidders that the Bid event will lead to the closing price only.
- 13.22** Technical and other non-commercial queries (not impacting price) can only be routed to the TNPL contact personnel indicated in the Bidding documents.
- 13.23** Order finalization and post order activities would be transacted directly between Successful Bidder and TNPL.
- 13.24** Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 13.25** In case of any problem faced by the Bidder during Reverse Auction and for all Bidding process related queries, Bidders are advised to contact the persons indicated in the Bid document.
- 13.26** TNPL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 13.27** Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 13.28** For access to the Bidding site, the following URL is to be used:
<https://tntenders.gov.in/nicgep/app>.
- For user guidance please follow the manual which is there in the website.
- 13.29** No queries shall be entertained while e-Reverse Auction is in progress.
- 13.30** In case user ID is locked, you are requested to call helpdesk at
<https://tntenders.gov.in/nicgep/app>
- 14.0** The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for e-reverse Auction and Process Compliance Statement carefully and attach the signed Process Compliance Statement along with the Techno- Commercial Bid in NIC's e-procurement portal <https://tntenders.gov.in/nicgep/app>. All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.



APPENDIX 2 - PROCESS COMPLIANCE STATEMENT

Name of the Organization: _____

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

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

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met.
7. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
8. Bids once made cannot be withdrawn or modified under any circumstances.
9. TNPL can decide to extend, reschedule or cancel the auction.
10. 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.
11. We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
12. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of 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.
13. **TNPL will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.**
14. **Validity:**
The bidders should keep their bids valid for a period of 90 days from the date of opening of the Techno-Commercial bid. 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.

Organization	
Name	
Designation	
Mobile No. & e-mail id	
Signature & stamp /seal	
Date & Place	

Appendix 3

BANK GUARANTEE FOR BID SECURITY TO ACCOMPANY BID

This Deed of Guarantee executed on by Bank (hereinafter called "Guarantor") of the ONE PART

in favour of

Tamil Nadu Newsprint and Papers Limited, Kagithapuram 639136, Karur District, Tamil Nadu, India (hereinafter called "TNPL") of the OTHER PART

WHEREAS M/s (hereinafter called "Bidder") has submitted its bid No. dated for supply of and the supervisory services for erection, start-up and commissioning and for fulfilment of guaranteed performance connected therewith (hereinafter called "Bid") to TNPL in response to TNPL's 'Invitation to Bid' bearing reference dated

AND WHEREAS in terms of the said 'Invitation to Bid', Bidder has been required to furnish along with the bid a Bank Guarantee for (to be stated both in figures and words) as security for due fulfilment of any and all its obligations/responsibilities arising out of notification of the acceptance of its bid by TNPL.

NOW THIS DEED OF GUARANTEE witnesseth the following:

- 1 Guarantor confirms that it is holding 'in trust' in favour of TNPL an amount of (to be stated both in figures and words) to be paid to TNPL in case Bidder withdraws its bid in the interval between the deadline for submission of the Priced Bids and expiration of the period of bid validity specified by Bidder on Bid Form; or in the event Bidder, on being notified of the acceptance of its bid by TNPL,
 - > fails or refuses to execute the Contract with TNPL within 30 (thirty) days of receipt of Formal Contract from TNPL; or
 - > fails or refuses to furnish to TNPL the 'Bank Guarantee for Performance Security' as per Proforma prescribed in the related Bid Document within 30 (thirty) days from the execution of the Contract with TNPL and in any case at the time of drawal of advance under the Contract, whichever is earlier.
- 2 Guarantor further confirms that payment upto the above amount will be absolutely and unconditionally forthwith made to TNPL on receipt of its first written demand and without TNPL having to substantiate the demand, provided that in its demand TNPL indicates that the amount claimed by it is due to it owing to the occurrence of any or all of the above stated conditions, specifying the occurred condition or conditions.
- 3 Guarantor certifies that the persons who have signed this guarantee on behalf of Guarantor have the power to sign the same and bind Guarantor.
- 4 Guarantor assures that the guarantee herein contained shall not be affected by any change in the constitution of Guarantor, TNPL and/or Bidder.
- 5 Guarantor undertakes not to revoke this guarantee during its currency except with the previous written consent of TNPL.
- 6 Guarantor states that notwithstanding anything stated herein, Guarantor's liability is limited to (to be stated both in figures and words) and expires for acceptance of claim on and that unless a claim in writing is presented to Guarantor on or before the expiry date, all rights of TNPL shall be forfeited and Guarantor shall be released and discharged from all its liabilities under this Guarantee.

Yours faithfully
for BANK

AUTHORISED SIGNATORY
NAME & DESIGNATION

NAME AND ADDRESS OF THE BANK
TELEPHONE / TELEFAX / EMAIL



APPENDIX 4-INSTRUCTIONS FOR GST, E-INVOICE, E-WAY BILL & MSME**1. Goods and Service Tax (GST)**

It is the responsibility of the Bidder to ascertain the applicability of GST, for the service to be provided under this tender.

The rates are exclusive of GST. Applicable GST for the subject service at the present rate shall be paid as extra by TNPL at actuals. The contractor should produce a copy of GST registration certificate from Central Excise authorities to TNPL. GST will be paid to you only from the date of registration or from the effective date of commencement of contract, whichever is later. TNPL is not responsible for any action initiated by the Central Excise department on you at a later date for non-payment of GST.

In case of taxable service, contractor shall raise bills (in Original) with a copy of GST registration certificate, a copy of PAN with the following details.

- Bill No. / Invoice No.
- Name, Address and Registration Number with date.
- Name & Address of the Service receiver
- Description of the service
- Value of the service with GST payable

In case of receipt of GST from TNPL, contractor is required to submit a "Declaration" along with "GST Payment receipt" towards remittance of the same to the respective authorities. The declaration shall be as below:

- "I/We hereby declare that the GST amount of all our previous invoices dated up to the end of last month have been deposited in to Government Account by due date to the extent they have become due".
- "I/We hereby declare that we have filed correct GST return along with list of all invoices raised on Tamil Nadu Newsprint and Papers Ltd., and we have mentioned the GST registration number of Tamil Nadu Newsprint and Papers Ltd., to the extent GST returns have become due".
- "I/We also hereby declare that I/We will be responsible for any loss that TNPL may suffer by way of Interest, penalty and reversal of Tax credits due to non-filing of timely and correct GST returns by me/us in respect of all invoices raised by us on Tamil Nadu Newsprint and Papers Ltd.,".
- "I/We hereby agree that the EMD/Security deposit if any, submitted by me, shall be refunded by TNPL only after confirming GST return in respect of the final bill. In all other cases, where there is no such EMD/Security deposit, an amount equal to the GST value shall be withheld from the final bill and the same will be paid by TNPL only after verification of such GST return to the concerned Government authority".

- "GST will be paid to the bidders, only if the input tax invoices / debit notes has been reported in GSTR-1 and corresponding GSTR-3B is filed".

2 E-INVOICE

- In case of aggregate turnover of the bidder in any of the preceding financial years from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, then e-invoice is mandatory. The limit is Rs.20 Crore upto 30/09/2022 and Rs.10 Crore with effective from 01/10/2022.
- In case of aggregate turnover of the bidder in any of the preceding financial years from 2017-18 onwards is less than the aggregate turnover notified under sub-rule (4) of rule 48, then the bidder shall submit an undertaking to this effect in their letter head duly signed by the Authorized Signatory along with a copy of the latest audited financials of the company.
- In case of exemption in preparing e-invoice, then the bidder shall submit the declaration as under:

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an e-invoice in terms of the provisions of the said sub-rule."

3 E-WAY BILL

If the value of goods supplied is more than the specified limit as under, then E-way bill is mandatory for transportation of goods:

- Rs.50,000/- for inter-state movement of goods
- Rs.1,00,000/- for intra-state movement of goods (within TN)

4 MSME

The bidder shall provide their classification as Micro, Small (or) Medium Enterprises (MSME) as per MSME Act, 2006, if applicable. Further, copy of valid MSME registration certificate issued by Ministry of Micro, Small and Medium Enterprises, Government of India shall be attached along with bid.



**PART 3
GENERAL TERMS AND CONDITIONS OF CONTRACT TO BE ENTERED
INTO BETWEEN TNPL AND THE SUCCESSFUL BIDDER**

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PART 3
GENERAL TERMS AND CONDITIONS OF CONTRACT TO BE ENTERED
INTO BETWEEN TNPL AND THE SUCCESSFUL BIDDER

1 DEFINITIONS

1.01

Words and phrases listed below, as used in these "General Terms and Conditions of Contract" and in the appertaining Bid Notice, Instructions to Bidders and Bid Specifications shall have the meaning specified against each word or phrase.

Contract	The agreement, entered into between TNPL and successful Bidder based on the Bid document and the Bid submitted by successful Bidder and will include subsequent amendments thereto, if any, and supersede and cancel any and all previous correspondence, whether written, oral or implied between the parties.	Site	Mill site of TNPL Unit II, Mondipatti Village, Manapparai Taluk, Tiruchirapalli District, Tamil Nadu, where the equipment to be supplied under the Contract are to be erected and/or services are to be performed under the Contract.
Purchaser/ TNPL	Tamil Nadu Newsprint and Papers Limited (TNPL) 67, Mount Road, Guindy, Chennai – 600 032, Tamil Nadu, India. Phone : (044) 2235 4415 / 16 / 18 Fax : (044) 2230 1094 - 97 Email : response@tnpl.co.in Web : www.tnpl.com	Bidder	A Firm or Corporation/Company submitting a Bid against the "Invitation to Bid" and shall include their Executors, Administrators, Legal Representatives, Successors and Permitted Assigns.
Project site Address	Tamil Nadu Newsprint and Papers Limited (TNPL) – Unit II Mondipatti, Manapparai (Tk) – 621 306, Trichy District, Tamil Nadu, India.	Engineer-in- Charge	An officer of TNPL duly authorised in writing by TNPL from time to time to act as the Engineer on its behalf for the purpose of the Contract.
Contractor	A Firm or Corporation/company, whose Bid has been accepted and shall include their Executors, Administrators, Legal Representatives, Successors and Permitted Assigns.	Equipment	Plant, machinery, equipment and any part thereof, whether imported or indigenous, to be supplied under the Contract by Contractor direct to TNPL.
Sub- Contractor	A Person, Firm or Corporation who directly or indirectly supply equipment/ part thereof or services to Contractor.	Imported	Plant, machinery, equipment and Equipment any part thereof, to be supplied under the Contract by Contractor direct to TNPL from abroad.
Erector	A Person, Firm or Corporation who has been engaged by TNPL for erection of equipment supplied by Contractor.	Indigenous Equipment	Plant, machinery, equipment and any part thereof, to be supplied by direct to TNPL from sources within India.
Project Consultants/ SPB-PC	SPB Projects and Consultancy Ltd ESVIN House, Perungudi Chennai 600 096, India Phone : 91-44-3927 9300 Fax : 91-44-3927 9499 E-mail : mailbox@spbpc.com	Spare Parts	Spare Parts, whether imported or indigenous, to be supplied under the Contract by Contractor direct to TNPL.
		Delivery	Delivery CFR (for Equipment) Chennai Port (Incoterms 2010), India in respect of imported equipment and CPT Site (Incoterms 2010) in respect of indigenous equipment.
		Contract Price	CFR Chennai Port or CPT Site Price (excluding duties, taxes and other levies applicable thereon) payable to Contractor for the full and proper performance of its contractual obligations under the Contract and including price for supervision of erection, start-up and commissioning

	and all other services specifically provided for in the Contract.
CPT Site Price	Carriage Paid To destination price, on "freight paid" basis, including packing, handling, loading and forwarding and freight charges, delivered at Site.
Erection	Putting up in position, alignment and proper installation of equipment supplied under the Contract and shall include auxiliaries and accessories
Start-up	First operation of the equipment after erection, cleaning, reassembly, if any, and completion of initial adjustments and trials to get the equipment ready for commissioning.
Commissioning	Commencement of continuous commercial operation of the equipment after successful start-up.
Dimensions	Extent of a line, area or volume. They are to be based on the metric system, i.e., for length measurement in metres (m) 1 km = 1000 m 1 m = 100 cm 1 dm = 10 cm 1 cm = 10 mm For surface measurement in m ² For volume measurement in m ³
Weight	Measure of the force of gravity on the body. It shall be given in SI units.
Time	This shall be reckoned by hours, days, weeks and months.
Day	Continuous 24 hours commencing from the time designated by both Contractor and TNPL.
Week	Continuous 7 days, commencing from and inclusive of the day designated by both Contractor and TNPL.
Month	Commencing from and inclusive of the day designated by both Contractor and TNPL and ending on the day before the commencement of the same date of the following month.
Standards	The Equipment supplied under the contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, to the authoritative standard appropriate to the Equipment's country of origin and such standards shall be the

latest issued by the concerned institutions.

Approval of TNPL Approval in writing by TNPL of a document, drawing or other particulars or material in relation to the Contract.

Writing Any manuscript, typewritten or printed statement duly signed by a person, authorised to represent Contractor or TNPL.

1.02 Clause Titles

The clause titles and sub-titles used in the Contract are given for guidance and convenience and shall not be deemed to be part of the clauses of the Contract or be taken into consideration in the interpretation of the Contract.

1.03 Person

Words imparting persons shall include Individuals, Firms, Companies, Corporations, Associations or Body of Individuals whether incorporated or not.

1.04 Gender

Words imparting Masculine Gender or singular number shall also include the Feminine Gender and plural number and vice versa where the context so requires or permits.

2 TECHNICAL DOCUMENTATION TO BE FURNISHED UNDER THE CONTRACT

2.01 Drawings and Details of Equipment

Contractor shall submit six (6) copies and a CD/USB drive containing soft copies of specification giving full details of Equipment ordered which shall be based on the Bid Document, the Bid and all changes in letters, telexes, and notes of meetings made during negotiations prior to the award of the Contract. This specification will serve as a working document. In case of conflict between this specification and the Contract, the Contract will govern.

Assembly, sub-assembly and sectional drawings as well as detailed drawings showing details of components required for assembly shall be submitted by Contractor in AutoCAD 2011 format. Details for electrical equipment shall include coil dimensions, size and section of conductors, type and size of insulation, process of impregnation etc.

Performance data, including graphs, efficiency and characteristic curves and other pertinent information of the individual/composite items of Equipment.

A list of wearing parts, such as bearings, retainers, gaskets, bolts, chains etc shall be furnished showing quantities furnished and installed, dimensions, materials

used and expected useful life. The information furnished shall include complete specifications for all wearing parts including grades of finish, heat treatment, tolerances etc. If required, TNPL will give an undertaking that such items of proprietary nature will not be used for commercial purpose but will be exclusively used only for the maintenance purpose of Equipment.

The extent of drawings to be furnished will be mutually discussed and agreed upon by TNPL and Contractor.

2.02 Assembly, Erection Instruction and Drawings

Contractor shall furnish six (6) copies and a CD/USB drive containing soft copies of the following:

- Descriptive literature and drawings to illustrate the working principles, method of assembly and dismantling
- Instruction books for proper erection and assembly of all Equipment and necessary instructions for checking and recording, proper assembly of all Equipment.
- Instructions sheet for proper balancing, alignment checking and calibration as may be necessary.
- Erection drawings showing all details and particulars, in sequence, required for the erection and installation of Equipment. In addition, Contractor's recommended time schedule and a chart showing the sequence of erection of Equipment may also be furnished.
- The documents, drawings etc specified in this Clause shall be submitted in time so as to be available at site at least 3 (three) months prior to the commencement of erection of Equipment.

2.03 Spare Parts List, Operation and Maintenance Manuals

Contractor shall supply six (6) sets of spare parts list giving the complete list of all parts required as commissioning spares, which shall be supplied along with Equipment. In addition, Contractor shall supply spares list giving complete list of replaceable parts during the initial two years of normal operation, indicating clearly operational, consumable, maintenance, replacement spares etc. In the maintenance spares, fast wearing and insurance spares shall be clearly identified. Spare parts lists shall include necessary catalogues and manufacturing drawings and shall be supplied in the form of a table giving item, designation and application, name of manufacturer, manufacturer's specification, type and form, reference drawing number, standards used, quantity installed and quantity recommended during the initial two years of normal operation, unit price, and in addition for electrical equipment the item designation shall show the entire module to be replaced in case of defect in any component. Detailed instructions both for original

installation and future replacements shall be furnished. Contractor shall supply six (6) sets of Operation and Maintenance Manuals along with a Compact Disc (CD)/USB drive containing the soft copies of these manuals.

3 SUPPLY OF EQUIPMENT AND SPARES

3.01 Country of origin

All Equipment and Spare parts supplied under the Contract shall have reference to the Country of origin for the goods supplied by the Contractor.

For purposes of this Clause "origin" means the place where the Equipment and Spare Parts were mined, grown or produced, Equipment and Spare Parts are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of Equipment and Spare Parts is distinct from the nationality of Contractor.

3.02 Inspection at Contractor's Works

3.02.01

TNPL or its duly authorised representative shall at all reasonable times, have access to Contractor's premises or works and also the power to examine, inspect and call for tests of the materials and workmanship during the manufacture and assembly in Contractor's premises or works.

3.02.02

Where a part of Equipment and Spare Parts is under manufacture, not at Contractor's premises but at other premises, Contractor shall obtain permission, for TNPL or its duly authorised representative to examine, inspect or test as if such Equipment and Spare Parts were being manufactured at Contractor's own premises.

3.02.03

Contractor on being requested shall present sufficient documentary evidence that all materials used in the manufacture of Equipment and Spare Parts will meet the specification requirements. Contractor shall produce requisite test certificates along with specimen and test pieces on which test were carried out by the manufacturer, at the time of examination.

The extent of documentary evidence will be mutually discussed and agreed upon by TNPL and Contractor.

3.02.04

TNPL shall be at liberty to reject all or any Equipment and Spare Parts or workmanship, which are not in accordance with the Contract or do not fulfil the requirement of the Contract.

3.02.05

Prior to signing of Contract, Contractor shall communicate to TNPL details of the tests contemplated and obtain its agreement of the tests to be conducted. Contractor shall thereafter give such reasonable notice as may be acceptable to TNPL but not less than fifteen days in advance of any material being ready for inspection and/or testing, specifying the period likely to be required for such testing, and TNPL shall (unless the inspection or test is voluntarily waived by TNPL) on giving 24 (twenty four) hours previous notice in writing to Contractor to attend at Contractor's or its sub-contractor's works as the case may be, attend and witness the testing as soon as possible from the date on which the material is notified as being ready for testing or inspection failing which visit, Contractor shall proceed with the test which shall be deemed to have been made in the presence of TNPL and shall forthwith forward to TNPL duly certified copies of the test reports.

3.02.06

In all cases, where examination, inspection and testing are to be carried out whether at the premises of Contractor or of any sub-contractors, Contractor shall provide, free of charge to TNPL, all reasonable facilities and assistance including access to drawings and production data.

3.02.07

TNPL's right to inspect, test and where necessary, reject the Equipment after its arrival at site shall in no way be limited or waived by reason of the Equipment having previously been inspected, tested and passed by TNPL or its representatives prior to the shipment / despatch of Equipment from Contractor's works.

3.02.08

Nothing in these clauses 3.02.01 through 3.02.07 shall in any way release Contractor from any warranty or other obligations under the Contract.

3.02.09

TNPL shall bear all expenses of travel, boarding and lodging and other incidental expenses of the representative(s) deputed by them for inspection/witnessing inspection.

3.03 Progress Reports and Photographs

Contractor shall submit monthly Progress Reports in its Proforma, detailing the status of procurement of raw materials, manufacture of Equipment and spare parts, etc. However, if TNPL requires any additional information, the same shall be supplied as supplementary information in reports by Contractor. Contractor shall furnish 6 (six) copies and a CD/USB drive containing soft copies of such Progress Reports. Contractor shall also furnish 6 (six) prints and a CD/USB drive containing soft copies of the photographs of the work done in its works/sub-contractors' works if so required by TNPL and as mutually agreed between TNPL and Contractor.

3.04 Time Schedule**3.04.01**

Contractor shall complete delivery of any and all items of Equipment and Spare Parts within the period specified in Part 4 of this Bid document and in accordance with the time schedule to be mutually agreed upon between TNPL and Contractor. However, in order to enable site preparation, erection, start-up and commissioning to proceed smoothly, all items of Equipment and Spare Parts shall be delivered, in a sequential order in which they will be required for erection at site.

3.04.02

If contractor is delayed in performing any of its obligations under the Contract by any act or neglect of TNPL or any of its servants, agents of TNPL's other contractors or by any changes ordered by TNPL, then the time for performing such obligations thereby affected shall be extended by such time as is reasonable in the circumstances.

3.05 Delivery**3.05.01**

Imported Equipment/part thereof and Spare Parts to be despatched direct to TNPL shall be delivered CFR Chennai Port. The delivery date of any item of Equipment/part thereof and Spare Parts shall be taken to be the date of arrival of the Equipment/Spare parts at Chennai Port. The date of Bill of Lading, shall be considered as the effective date of delivery. The contractual delivery completion shall be based on the delivery of the last major consignment of equipment and spares.

However, in case of any missing parts/components, identified after completion of all the deliveries and warranty replacement items, the same shall be despatched to TNPL on DDP, Site basis (Incoterms 2010)

3.05.02

Indigenous Equipment/part thereof and Spare Parts to be despatched direct to TNPL shall be delivered CPT Site, loaded and stowed or trimmed, free of expense to TNPL on board of railway wagon at Contractor's siding or at the nearest Railway Station or on board of a truck for transportation to TNPL's site for delivery at Site, freight paid. The delivery date of any items of Equipment/part thereof and Spare Parts shall be taken to be the date of receipt of Equipment/Spare Parts at Site.

3.05.03

The date of completion of delivery shall be the delivery date as defined in clause 3.05.01 or 3.05.02 as applicable, of the last consignment of any and all items of Equipment/part thereof and Spare Parts due under the Contract.

During shipment, the consignee address shall be marked as:

Tamil Nadu Newsprint and Papers Limited – Unit II
Mondipatti,
Manapparai (Tk) – 621 306,
Trichy District,
Tamil Nadu, India.

3.06 Import Licence

The materials to be covered under freely importable category of import Export Policy for the year 2015 – 2020. This is to be referred appropriately in all despatch documents. In case of TNPL desiring to import the goods under EPCG (Export Promotion Capital Goods) scheme of licensing, the Contractor shall submit necessary documents required to this effect such as Proforma Invoice, Technical Write-up, catalogue, drawings etc.

3.07 Ownership and Risk**3.07.01**

Ownership and Risk in equipment shall pass to TNPL upon delivery, as defined in Clauses 3.05.01 and 3.05.02 regardless of the delivery of documents of title to TNPL for the purpose of securing payment under the Contract and regardless of any such payment by TNPL.

3.07.02

The passage of ownership and risk as provided in Clause 3.07.01 above shall, however, be without prejudice to Contractor's liability for due fulfilment of any and all of the post delivery obligations/responsibilities to be undertaken by it under the Contract vide Clause 3.08 hereof.

3.08 Post Delivery Obligations/ Responsibilities of Contractor

Notwithstanding,

- the delivery of Equipment/part thereof and Spare Parts by Contractor to TNPL at CFR/CPT Site point as referred to in Clauses 3.05.01 and 3.05.02 hereof; and
- the passing of ownership and risk in all such Equipment to TNPL at that point of time of delivery as referred to in Clause 3.07.01 hereof

Contractor shall be wholly and exclusively responsible for rendition of timely services for start-up, commissioning, and for demonstration of the guaranteed performance of any and all items of Equipment supplied by him it and of the various process parameters. Contractor shall also be responsible for fulfilment of its liabilities under the Contract during the warranty period of twelve (12) months reckoned from the date of commissioning of any and all items of Equipment supplied by it or twenty four (24) months reckoned from the date of delivery of the last item of Equipment, whichever period expires earlier.

3.09 Performance Guarantee**3.09.01 Guarantee**

Contractor shall guarantee the performance of the equipment to be supplied and also the various process parameters in accordance with the provisions that may be stipulated in the Contract.

3.09.02 Demonstration of Guaranteed Performance**3.09.02.01**

For purposes of demonstration of guaranteed performance of each Equipment and also the process parameters, performance guarantee runs shall be arranged and carried out by TNPL in the presence of Contractor within six (6) months after commissioning of the Equipment.

3.09.02.02

Performance guarantee runs shall be carried out in accordance with the procedure that may be detailed in the Contract which will also define the consequences of success or failure to achieve the guaranteed performance as detailed under Part 4 hereof.

3.10 Change orders**3.10.01**

TNPL may at any time, by a written order given to Contractor pursuant to Clause 22, make changes within the general scope of the contract in any one of or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for TNPL;
- (b) the method of shipment or packing;
- (c) the place of delivery; or
- (d) the Services to be provided by Contractor.

3.10.02

If any such change causes an increase or decrease in the cost of, or the time required for Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Contractor for adjustment under this clause must be asserted within 30 (thirty) days from the date of Contractor's receipt of TNPL's change order.

3.11 Liability for Accidents and Damages**3.11.01**

Contractor shall indemnify TNPL against loss, damage or injury to any person or to any property and against any other liability or obligation and against all the actions, suits, claims, demands, costs, charges and expenses arising in connection with such damage, injury, liability or obligation resulting from :

- > the negligence of Contractor (his servants or agents or other Contractor) and/or
- > the lack of or inadequacy of safety devices on the equipment supplied under the Contract.

3.11.02

In the event of any claim being made against TNPL by reason of any matter referred to in Clause 3.11.01 hereof and in respect of which Contractor is liable under the Clause. TNPL shall promptly notify Contractor, who may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. TNPL shall at the request of Contractor, extend all available assistance for the above purpose, and shall be reimbursed by Contractor any reasonable expenses, incurred by TNPL in this behalf. TNPL, however, shall not make any admission, which might be prejudicial to the interests of Contractor.

3.12 Patents**3.12.01**

Contractor shall indemnify TNPL against all third-party claims of infringement of patent, trademark or industrial

design rights arising from use of the Equipment/Spare Parts or any part thereof in India.

3.12.02

TNPL will, at the request of Contractor, extend all available assistance to Contractor and endeavour to do its best to reduce such liability.

3.13 Packing**3.13.01**

All Equipment shall be carefully and properly packed for ocean shipment/inland rail/road movement as the case may be and Contractor shall be responsible for its quality. Any repair or rework caused by inspection rejection shall be to Contractor's account.

3.13.02

All packing shall be sufficient to prevent damage in transit and suitable to withstand rough handling.

3.13.03

All Equipment subject to damage by moisture must be completely wrapped in waterproof plastic film or paper. If more than one (1) piece is contained in a box or crate, then each piece must be individually and completely wrapped in waterproof plastic film or paper.

3.13.04

Whenever items are completely or partially enclosed in boxes or crates, the box or crate must be steel strapped in at least 2 (two) directions. Contractor shall be fully responsible for suitable inner packing, bracing, floating, etc. Hay, straw and like materials shall not be used in packing. This is also applicable for consignments delivered in containers.

3.13.05

Items shipped on cradles, skids or pallets must be securely fastened to the cradle, skid or pallet by means of bolting or steel strapping.

3.13.06

All bright and machined parts, such as flange facings, threads, moving parts, etc, shall be protected against corrosion by suitable rust preventive coating. Openings in vessels, Equipment, pipes, etc shall be suitably covered to prevent damage and entry of foreign matter. Wooden covers shall be used to protect unthreaded openings.

Threaded openings shall be covered by metal caps. All Equipment shall be completely drained of water and cleaned of foreign matter before packing and shipment.

3.13.07

Items shipped in bundles must be tied together with steel strapping at several places. Bundles shall not exceed the approximate limit of 2 (two) tonnes.

3.13.08

All loose parts, such as fixtures, fittings and small parts, not rigidly secured to a major piece of Equipment shall be packed separately and clearly marked for easy identification.

3.13.09

Fragile items shall be wrapped in crop-cellulose wadding or some equally efficient cushioning material and floated in a suitable impact absorbing material.

3.13.10

Electronic gear and other instrumentation shall be packed in an interior moisture vapour-proof barrier with silica gel, or a comparable desiccant to absorb moisture within the package.

3.13.11

Paper bags may be used as packing only for those materials, which the manufacturer normally ships in such containers. And, when used, such bags must, as a minimum, be of 3 (three) ply construction consisting of 1 (one) 60 lb. (min) wall, 1 (one) 40 lb. (min) wall and 1 (one) waterproof plastic wall. When such bags are used as shipping containers a quantity of empty bags equal to 10 (ten) per cent of the total number of bags in each shipment must be supplied.

3.13.12 Special Instructions for Valves

Before packing, all valves (process/control valves) shall be tightly closed to prevent damage to the valve seating.

Process Valves

Valves upto 80 mm diameter shall be shipped in boxes or barrels. Valves above 80 mm diameter but below 300 mm diameter shall be rested vertically in crates. Valves above 300 mm diameter but below 600 mm diameter shall be crated laying horizontal, two to the crate on the skew with stems besides each other. Valves, 600 mm and above shall be export packed individually. Machine surface shall be protected with covers securely fastened and protected against corrosion.

Control Valves

Special care must be taken to pack control valves. They should be packed in wooden boxes with adequately designed interior support, with interior waterproof protection.

3.13.13

If drums are used in packing, they must be non-returnable steel export drums. Sealing of drum closure must be adequate to retain contents with the full load bearing on closure.

3.13.14

All boxes, crates etc., must be constructed in such a way that no sling hoist will cause damage.

3.13.15

2 (two) copies of the packing list must accompany each box, crate etc. 1 (one) copy shall be placed in a waterproof envelope inside the box, crate etc. The other copy shall also be placed in a waterproof envelope and securely attached to the outside of each box, crate etc. If no such packing is used, both copies must be enclosed in a waterproof envelope and securely attached to the unit.

3.13.16

In case of delivery of equipment with Over Dimensional Consignments (ODC), the Contractor shall furnish a detailed dimensional drawing/ other details such as weight of consignments, centre of gravity, special instructions for loading/unloading etc., to enable TNPL to arrange for suitable inland transport.

3.14 Packing List**3.14.01**

Contractor shall furnish one (1) original and five (5) copies of a packing list for each shipment. This packing list shall be prepared on Contractor's standard forms.

3.14.02

The packing list shall include a listing of only those items actually being shipped. Items which were previously shipped or which will be shipped in the future must not be listed.

3.14.03

Packing list must include the following :

- Date
- Contractor's Reference Number
- TNPL Contract Number and Date
- Full Name and Address of Contractor or Manufacturer
- Consignee (TNPL)

- Import License Number, where applicable
- Itemized list of contents of each package, case, crate etc. identified by the Contract Number, Item Number and Equipment or Tag Number, where applicable
- Quantity of each item actually being shipped
- Copy of all marking as shown on each package or piece
- Number and type of package and/or pieces in each shipment. Each package and/or piece shall be numbered consecutively to indicate individual and total packages : i.e., 1 of 5, 2 of 5 etc (succeeding shipments against the same order number will carry progressive package numbers : i.e., 3 of 5, 4 of 5, 5 of 5 etc)
- Shipment Number - Packing list must indicate if shipment is partial or final shipment of order. Each partial shipment will be consecutively indicated as "Partial Shipment" No. 1 or 2 or 3 etc., as applicable. Final shipment shall be indicated as "Final Shipment". A shipment of an entire order in one (1) shipment shall be indicated as "Complete Shipment".
- Net and Gross Weight of each package and/or piece, and the total weight of the shipment
- Dimensions and volume of each package and/or piece and the total volume of the shipment.

3.14.04

The language of the description of the goods shall be English.

3.14.05

The Import Licence expires automatically when a shipment is cleared through customs as "FINAL" or "COMPLETE". Hence, Contractor is cautioned that when a shipment is designated "FINAL" or "COMPLETE", it must be exactly as designated.

3.14.06

Should it be ascertained subsequently that a required piece, part etc., has been omitted, then the entire process of documentation and import licensing must be done again in order to secure importation of the missing piece, part etc., Should such an event occur all costs to TNPL including all shipping costs, insurance charges, fees, fines, duties etc, incurred for effecting shipment and importation of the missing piece, part etc shall be to Contractor's account.

3.14.07

Contractor shall be fully responsible/liable for designating the shipment "FINAL" or "COMPLETE" and for the

implications of such designations. However, bundles exceeding the limit of 2 (two) tonnes may be despatched with TNPL prior approval, because of practical reasons.

3.14.08

Shipment dimension of each package shall not exceed the maximum dimension of packages acceptable to Indian Railways for transport over the broad gauge system.

3.14.09

All packing materials shall become the property of TNPL.

3.14.10

Notwithstanding anything stated in Clauses 3.13.01 to 3.13.15 and 3.14.01 to 3.14.09. Contractor shall be entirely responsible for loss, damage or depreciation to the material due to faulty protection or insecure packing.

3.15 Marking**3.15.01**

Each case, box, crate, piece etc., must be stenciled in waterproof ink or paint at least on 2 (two) sides in clear legible characters. On bundles the marks are to be embossed on 2 (two) metal tags which shall be wired securely to the bundle at the end and in the middle. Waterproof paint shall be used on metal surfaces. Where packing material is clean and light coloured, a dark or black stencil ink or paint shall be used.

However, when the packing material is bright/dark coloured, a coat of zinc white paint shall be applied to the marking area and allowed to dry before applying the shipping marks.

3.15.02

Shipping marks shall be as follows: (in a frame of red paint 5 cm wide)

Shipment No..... of

Contract No.

Item and Equipment No.

Case No..... of

Gross Weight (kg)

Net Weight (kg)

Dimensions (metres)

Volume (m3)

Country of Origin

3.15.03

Shipment number shall be used only where partial shipments are made against a single Contract. In such

cases, shipment shall be numbered consecutively from 1 and up. The last shipment must also be marked FINAL after the shipment number.

3.15.04

Case numbers must start with No.1 and go up. Subsequent partial shipment against the same Contract will continue with the next numbers in sequence that follows the last number used on the previous shipment.

3.15.05

Bags must show the above marks in ink, in large characters at least 15 cm high in such a way that marking will take up all the surface of the bag.

3.15.06 Special Markings

In addition to the above markings, the following markings, where applicable shall be shown separately from the above marks.

3.15.06.01

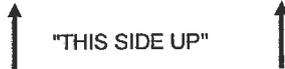
Fragile Items: On all sides,

"FRAGILE - HANDLE WITH CARE"



3.15.06.02

Items, which must be kept in an upright position: On two sides,



3.15.06.03

Items that cannot be stored outdoors: On two sides,



3.15.06.04

Vessels, tanks and similar Equipment must be marked with stripes of paint to indicate where slings must be placed for hoisting.

"SLING"

"SLING"

3.15.06.05

Case containing spare parts must be so marked.

3.15.06.06

Other marks shall be applied in accordance with the International Maritime Dangerous Goods Code (IMCO).

3.15.07

All the above markings must be distinct and separate from any Manufacturer's own markings, trade names, etc. Wherever the Manufacturer's or Fabricator's own markings, trade names, etc appear on containers or pieces, all of the above markings must be in characters at least as large as those of the Manufacturer.

3.15.08

All the markings must be shown correctly on each container.

3.16 Shipping Vessels

Contractor will be required to arrange, on behalf and at the expenses of TNPL, for ocean transportation on specified conference vessels or on national flag carriers of India as per the list to be furnished by TNPL at the time of award of Contract. Further, the age of the vessel should be less than 15 years to comply with the Indian Insurance Regulations.

3.17 ADDITIONAL INFORMATION TO BE FURNISHED TO TNPL

For statistical purpose, TNPL requires information concerning the Country of Origin of Equipment/Spare Parts and Supervisory Services procured by it under the Contract and for the this purpose Contractor shall be furnish necessary information, as may be called for by TNPL, from time to time.

4 SUPERVISORY SERVICES

4.01 Time Schedule

Contractor shall commence supervision of erection, start-up and commissioning of all items of Equipment and assist TNPL to complete within the time frame that is specified in the Contract.

4.02 Supervision of Erection, Start-up and Commissioning

4.02.01 Supervision of Erection

Extent and scope of Erection, start-up and Commissioning shall be as per Part 4 of this Bid document and as finally included in the Contract with or with out modification, if any, after discussions between TNPL and Contractor.

TNPL will engage/employ a separate agency/erection Contractor to carry out the erection of Equipment and the said erection work is to be supervised by Contractor.

Contractor shall deploy competent engineers for supervision of the erection. No erection work shall be deemed to have been completed unless it has been

approved by TNPL. However, such approval shall not absolve Contractor of its responsibility and of its other obligations under the Contract.

Before its placement at site, Contractor shall submit the bio-data of the Supervising Personnel proposed to be sent to TNPL for approval. After TNPL has given approval in writing, Contractor should send the approved personnel to site without delay.

Contractor's Personnel shall supervise the work of erection contractor working at site. They shall work in co-operation with the erection contractor working at Site. In the unlikely event of TNPL finding Contractor's persons unsuitable, Contractor shall remove it forthwith and a suitable replacement shall be posted to site within a reasonable time. No compensation for withdrawal of unsuitable or unqualified person(s) from site or for posting alternative personnel at the site at any stage of the Project shall be allowed by TNPL. Contractor shall hence be careful in posting suitable personnel for all site activities.

4.02.02 Inspection of Erection

After completion of erection and/or installations and before start-up each plant and all Equipment and all its appurtenances shall be inspected by the supervisory personnel in the presence of TNPL for correctness, soundness and completeness of installation and acceptability for start-up. For the purpose of soundness of erection and quality workmanship the inspection and checking of individual component of Equipment may, upon receipt of the same, from TNPL, be done at a convenient stage during the erection period.

4.02.03 Pre-commissioning Testing

Hydro/pneumatic testing shall be conducted, as the case may be, at required pressure for all pressure parts piping, Equipment if called for after installation. Hydro testing shall meet the requirements of IBR and/or relevant specification code.

After final alignment of all Equipment, alignment test shall be carried out by Contractor to check prevailing clearances, eccentricity etc.

Ducting and all piping works shall be usually examined for leak tightness. Any leakage found out during testing shall be set right to the satisfaction of TNPL.

Calibration of safety valves, instrument, other gadgets etc and adjustment checks, setting simulating of faults etc as are necessary to prove readiness for further commissioning shall be carried.

All activities relating to testing and commissioning shall primarily be the responsibility of Contractor who shall carry its own instruments and necessary kits.

Contractor shall also make necessary changes and corrections as may be necessary to meet the guaranteed

and other technical particulars as agreed upon between TNPL and Contractor.

4.02.04 Supervision of Start-up and Commissioning

Start-up and commissioning of Equipment and the performance guarantee runs shall be carried out in accordance with recognised and acceptable international standards and practice.

4.03 Performance Guarantee Runs

The methodology for carrying out the performance guarantee tests shall be mutually agreed upon at the time of finalisation of Contract. The nature, type and frequency of testing shall be of per the acceptable standards and/or as per the agreed terms.

As soon as possible but not later than 6 (six) months reckoned from the date of commissioning, Contractor shall carry out the performance guarantee runs for demonstrating the guaranteed performance of Equipment and also the process parameters as detailed in Part 4 hereof.

Contractor shall give to TNPL, in writing 14 days' notice of the date on which it will be ready to carry out the performance guarantee runs. Unless otherwise agreed, performance guarantee runs shall be for a minimum period of 48 (forty eight) hours of continuation duration within 10 (ten) days or as specified in Part 4 hereof.

If TNPL fails either to notify the date(s) for performance guarantee runs after having been asked to do so or to attend the performance guarantee runs, such performance guarantee runs shall be deemed to have been made in the presence of TNPL.

If the performance guarantee runs are being unduly delayed, TNPL may in writing, call upon Contractor to make such performance guarantee runs within ten (10) days of receipt of such notice or on such day(s) within the said ten (10) days as Contractor may fix and of which it shall give notice, in writing, to TNPL.

During performance guarantee runs, the duration of stoppages and all the periods during which normal production is lost, even though the Equipment was still running shall be carefully recorded together with their causes. The duration of performance guarantee runs shall be extended by duration of stoppages or losses to production, other than downtime viz., production interruptions due to breaks, plus the total time taken to obtain the conditions prevailing immediately prior to the time of stoppage or loss of production.

If the performance guarantee runs or any repetition thereof are unsuccessful then repeat runs shall be carried out as soon as possible after appropriate remedial or corrective action by Contractor in accordance with Clause 4.05 hereof.



4.04 Obligations/Responsibilities of TNPL

Right from the day of start-up/commissioning of Equipment until the agreed period for demonstration of the guaranteed performances by Contractor, TNPL shall ensure:

- Provision of raw material, chemicals and other inputs and all mill services such as steam, fresh water, electric power in sufficient uninterrupted supply and of consistent and stable quality, considered necessary to maintain continuous satisfactory operation at designed levels.
- Proper maintenance and servicing of the Equipment according to Contractor's recommendations or accepted mill practice right from the start-up of the plant.
- Operation of the Equipment by competent and fully trained supervisory and operating personnel and in accordance with Contractor's instruction and recommendations and accepted mill practice.
- Provision of adequate supply of consumables and spare parts of proper quality/quantity to keep the Equipment in continuous satisfactory operation at designed levels.

4.05 Obligations/Responsibilities of Contractor

In the event of Contractor's failure to demonstrate the guaranteed performance of Equipment and also the process parameters, Contractor shall:

- Investigate and analyse the technical problems that may arise or be identified in the Equipment during the performance guarantee run(s) or as a result of unsuccessful guarantee tests; and
- Set right such problems by adding or reducing or replacing any equipment and/or by bringing about an increase or reduction in the sizing of any Equipment with a view to achieve the desired production/quality levels.

Contractor shall bear in full all the cost and expenses for the aforesaid purpose excepting, of course, such of those items falling under the purview of the obligations/responsibilities of TNPL vide Clause 4.04 hereof.

It is expressly declared and agreed by and between the parties that the output resulting from the demonstration of the performance guarantee runs of equipment shall belong to TNPL and Contractor shall have no rights thereto.

Contractor shall take adequate insurance coverage for its sub-contractor's/its agent's personnel deployed within India, for discharging its obligations under this Contract, to cover all risks during supervision of start-up, erection and

commissioning and shall indemnify TNPL from any and all claims.

4.06 Discharge of Guarantees

The guarantees that may be extended by Contractor both in respect of performance of Equipment and process parameters shall be considered fully discharged in terms of Clause 4.03 above and Contractor's liabilities thereunder at an end, in any one of the following circumstances:

- If the performance guarantee runs are successfully completed; or
- Contractor has paid liquidated damages as per Clause 7.02 hereof.

4.07 Observance of Site Rules and Regulations

Contractor shall abide by all the rules and regulations in force at site from time to time in connection with the execution of the Contract, which shall be mutually discussed and agreed to by TNPL and Contractor.

5 PRICES

5.01 Price for Imported Equipment and Spare Parts

5.01.01 CFR Price

The Contract Price for imported Equipment and Spare Parts to be despatched by Contractor direct to TNPL shall be CFR Chennai Port, India. Such price shall be on lump sum basis and include the cost of seaworthy export packing and ocean freight and of delivering the complete Equipment at Chennai Port.

5.01.02 Insurance

5.01.02 Freight and Insurance

Contractor shall arrange for the transportation of all items of Equipment and spares to the Port of Shipment as well as loading on to the vessel, at its own cost. All necessary shipping costs, including ocean freight from port of shipment to Chennai Port, India shall be borne by Contractor. Contractor shall obtain twenty (20) detention-free days at Chennai Port, India.

Transit Insurance from the Port of Shipment, to Chennai Port, India and then upto TNPL's Site, upto commissioning, including storage, erection, etc. will be covered and borne by TNPL's comprehensive marine-erection insurance policy.

Immediately upon despatch, Contractor shall furnish the despatch particulars (including copy of B/L or AWB (L/R) by Fax/E-mail on the same date of B/L or AWB) to TNPL and its insurers. Consequence against non-intimation or

delayed intimation to TNPL and/or its insurers will be to Contractor's account.

Penalty charges due to delayed submission of shipping documents shall be to Contractor's account.

5.01.03 Duties and Taxes

- i) A foreign Contractor shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India until supply of the contracted equipment and spares to TNPL
- ii) A local Contractor shall be entirely responsible for all taxes, duties, license fees and other such levies incurred until supply of the contracted equipment and spares to TNPL.

5.02 Price for Indigenous Equipment Spare Parts

5.02.01 CPT Site Contract Price

The Contract Price for indigenous Equipment and Spares Parts to be despatched by Contractor direct to TNPL shall be on "CPT Site" Basis. Supply on CPT Site Basis shall mean that the Equipment shall be neatly packed, loaded and stowed or trimmed, free of expense to TNPL on board of railway wagon at Contractor's siding or at the nearest Railway Station or on board of a truck for onward transportation to site, for delivery at Site, freight paid. The CPT Site Contract Price shall be on lump sum basis.

5.02.02 Freight and Insurance

Contractor shall pay the railway/lorry freight charges, at actuals, direct to carriers and endorse the way bill/lorry receipt "FREIGHT PAID"

Insurance shall be arranged by TNPL.

In case, Contractor is required to arrange insurance on its own account, TNPL shall reimburse the insurance charges to Contractor, at actuals, on submission of necessary documentary proof.

5.02.03 Transportation and Insurance

All necessary arrangements shall be made by Contractor at its own risk and cost, for loading of all items of Equipment and Spares on truck(s) to be delivered to TNPL Unit II Mill Site on "Freight Paid" basis.

Contractor shall arrange for transportation of the Equipment and Spares by road on specified road carriers as per the list to be furnished by Contractor and approved by TNPL within two (2) months prior to despatch.

Transit Insurance from Contractor's works and then upto TNPL's works, upto commissioning, including storage, erection, etc will be covered and borne by TNPL's comprehensive marine-cum-erection insurance policy.

Immediately upon despatch, Contractor shall furnish the despatch particulars (including copy of AWB or L/R by Fax/E-mail on the same date of AWB or L/R) to TNPL and its insurers. Consequence against non-intimation or delayed intimation to TNPL and/or its insurers will be to Contractor's account.

5.02.04 Duties and Taxes

TNPL shall be liable for payment of IGST, CGST/SGST and other similar levies, only on the Equipment and Spare Parts offered for sale, on submission of sufficient documentary evidence/ declaration by Contractor for such amounts having been remitted by it direct to Government/collected for remittance direct to Government. TNPL shall not, however, be liable for reimbursement of duties, taxes and other such levies paid by Contractor on raw materials/components etc., purchased by Contractor for use in the manufacture/assembly of Equipment and Spare Parts offered for sale, as such duties, taxes etc would form part of the cost of manufacture/ acquisition to Contractor.

TNPL will furnish valid declaration form to Contractor for availing concessional sales tax. However, all taxes and duties shall be charged in accordance with the existing State / Central Government rules.

5.02.05

In respect of Equipment involving assembly at TNPL's site, subject to permission for sub-contracting being granted by TNPL, Contractor shall arrange, wherever possible, despatch of Equipment/part thereof, components, bought outs etc., direct from the sub-Contractor's/other manufacturer's premises.

5.02.06

Contractor shall ensure that TNPL is not put to disadvantage in the matter of freight charges in accepting despatches from places other than what has been agreed to in the Contract unless TNPL's prior consent is obtained in writing.

5.02.07

If it is ultimately found that duties/taxes/other similar levies on the Equipment and Spare Parts offered for sale are not eligible for such incidence, either fully or partly, the amount of such duties/taxes/levies shall be returned by Contractor promptly to TNPL without even waiting for a demand by TNPL for refund of such amount.

5.03 Fees for Rendition of Supervisory Services for Erection, start-up and Commissioning

5.03.01

Fees payable separately to 'Non-Residents' and 'Residents' for each of the aforesaid services shall be on per-diem basis.

5.03.02

The terms 'Non-Residents' and 'Residents' shall have the same meaning as defined in the Income-Tax Act, 1961.

5.03.03

Per-diem fees for services to be rendered by Non-Residents shall be exclusive of statutory deductions/levies like Income Tax, GST, as applicable read in conjunction with the provisions of the Agreements, if any, for avoidance of Double Taxation of Income, subsisting between India and Contractor's country and of Research & Development Cess, if any, applicable under the Research and Development Cess Act, 1986.

5.04 Prices/Fees to Remain Firm and Fixed

The lump sum Contract Prices for supply of Equipment and Spare Parts and per-diem fees for rendition of the Supervisory Services shall remain firm and fixed during the currency of Contract.

5.05 Currencies

Contract Price for Equipment and Spare Parts shall normally be paid only in the currency or currencies in which the Contract Price has been stated in Contractor's Bid, as well as in other currencies in which Contractor had indicated in the Bid that it intends to incur expenditures in the performance of the Contract and wishes to be paid.

Where prices are required to be paid partly in Indian Rupees and in Foreign Currencies, Contract shall clearly specify the exact quantum of the different foreign currencies involved.

5.06 Tax Deduction at Source

Applicable Tax Deduction at Source (TDS) shall be deducted as per GST Act for the Supply and Services rendered.

6 TERMS OF PAYMENT

For the payments stated hereunder, the date of Notification of Award of Contract shall be reckoned as the effective date of commencement of the Contract.

6.01 Advance Payment (For Supply of Equipment and Spare Parts)

20% (twenty percent) of the Contract Price shall be paid within 30 (thirty) days of signing the Contract by way of advance payment against submission by Contractor of:

- > Simple Receipt, in original
- > Bank Guarantee for a like amount (viz. 20% (twenty percent) of the Contract Price)

- > Another Bank Guarantee for 10% (ten percent) of the Contract Price towards 'Performance Security'.

Both the Bank Guarantees shall be provided by any of the reputed Bank in India or reputed foreign Bank having Branches in India. In case of Bank Guarantee through a foreign Bank, the same should be counter guaranteed by a reputed bank in India acceptable to TNPL and shall be in conformity with the Proforma provided as Appendix 1 and Appendix 2 to the 'General Terms and Conditions of Contract' - Part 3 of this Bid Document.

Contractor's bid security will be discharged upon its executing the Contract, and furnishing the "Bank Guarantee for Performance of Contract" (as per Proforma enclosed as Appendix 2 of this Document).

Such of those Contractors desirous of submitting to TNPL, Bank guarantee(s) issued by any of the first class overseas bankers can have the option to do so subject however to their having such bank guarantee(s) confirmed by any of the Nationalised Banks in India operating at Chennai, India.

The bank guarantees shall be:

- > in favour of "Tamil Nadu Newsprint and Papers Limited", Chennai, India; and
- > realisable at Chennai, India and in the currency in which Contract Price is specified in the Contract.

Note :

Bank Guarantees shall be provided in the currency of the Contract or any other freely convertible currency acceptable to TNPL.

Contractor shall keep both the Bank Guarantees in full force and effect and for the full amount until it discharges any and all of its obligations/responsibilities/liabilities under the Contract to the entire satisfaction of TNPL.

In the event of any delay in the delivery of Equipment and Spare Parts or completion of performance of any of the Supervisory Services, attributable to Contractor, notwithstanding its liability for payment of liquidated damages, Contractor shall automatically extend the validity of both the Bank Guarantees as and when required by TNPL.

Stamp duty, interest, commission charges etc, if any, for provision of the above mentioned bank guarantees and for extending/maintaining/amending the same in force shall be solely to Contractor's account.

6.02 Interim Payments**6.02.01 For Imported Equipment and Spare Parts**

70% (seventy percent) of the CFR Contract Price referable to supply of imported Equipment and Spare Parts

contained in each shipment plus freight charges, included in the invoice (where applicable) and found admissible, shall be paid to Contractor after receipt of Equipment at site in good working condition as certified by Engineer-in-charge nominated by TNPL from time to time and upon receipt of the following documents, direct by TNPL:

- Signed detailed Commercial Invoice of Contractor in 6 (six) copies for 100% (one hundred percent) value of the CFR price of the Equipment and Spare Parts contained in each shipment plus freight and insurance charges thereon at actuals (where applicable) and showing therefrom deduction in respect of the 20% (twenty percent) advance payment received and the 10% (ten percent) final payment to be received by Contractor on completion of start-up and successful commissioning of any and all Equipment and Spare Parts covered by the Contract.
- Simple receipt of Contractor, in original
- Full set of clean "Shipped" Bill(s) of Lading signed by Master or Steamer Ship Agents marked "FREIGHT PAID" in 3 (three) copies evidencing shipment of Equipment/part thereof and Spare Parts to TNPL
- Certificate of seaworthiness of the vessel
- Detailed packing list showing the Contract reference number, quantity and full particulars of Equipment/part thereof and Spares packed in each package and also of the dimensions and weight (gross as well as net) of each of the packages in metric units in six (6) copies
- Certificate of country of origin of goods dispatched issued by the relevant Chamber of Commerce of Contractor in six (6) copies
- Six (6) copies of the beneficiary's Certificate Certifying, that the "Wooden Packaging Materials have been treated according to IPPC Regulations and are marked with "IPPC-Logo" on the surface of each packing unit.
- For both indigenous and imported equipment, TNPL shall take the responsibility of arranging transit insurance from the point of shipment upto reaching TNPL. However, it will be the responsibility of Contractor to inform the insurers/underwriters of TNPL and also TNPL the despatch particulars as soon as the materials are put on Board/Ship/Aircraft/Truck/Train.
- Original freight bill (where applicable) issued by Steam Ship Company and 10 (ten) copies thereof.
- Detailed packing list showing the Contract reference number, quantity and full particulars of Equipment/part thereof and Spare Parts packed in package and also of the dimensions and weight

(gross as well as net) of each of the packages in metric units in six (6) copies.

- Certificate of country of origin of goods and despatch duly signed by Manufacture/Contractor in six (6) copies.
- Inspection/test Certificate in six (6) copies.

If so desired by Contractor, payment shall be made by TNPL by establishing irrevocable confirmed letter(s) of credit and in which case, the charges for establishing; confirming, operating and extending such Letter(s) of Credit shall be solely to Contractor's account.

In case of payment shall be made by L/C, original shipping documents should be presented to the Bankers with a clear instruction that they should send the original documents to the L/C opening Bank by Courier Service. Courier charges will be to Contractor's account.

The above intimation should be followed by Non-negotiable copy of documents to the addresses as mentioned in the Contract.

As per the Indian Customs, the following 3 details should be incorporated in the Bill of Lading / Airway Bill without fail which is mandatory from 01.04.2018.

- 1) TNPL GST Identification
(GSTIN) Number : 33AAACT2935J1ZF
- 2) TNPL Import Export
Code (IEC) Code : 0488000301
- 3) Official Email ID :
Email ID 1 : purchase.co@tnpl.co.in
Email ID 2 : pmd5@tnpl.co.in
Email ID 3 : finance.chn@tnpl.co.in

6.02.02 For Indigenous Equipment and Spare Parts

70% (seventy percent) of the CPT Site Contract Price referable to supply of indigenous Equipment and Spare Parts contained in each shipment plus applicable GST and other duties/taxes/levies etc thereon included in the invoice (where applicable) and found admissible shall be paid to Contractor after receipt of Equipment at site in good working condition as certified by Engineer-in-charge nominated by TNPL from time to time and upon receipt of the following documents direct by TNPL.

- Signed detailed Commercial Invoice of Contractor in 6 (six) copies for 100% (one hundred percent) value of CPT Site Contract Price of the respective Equipment and Spare Parts plus applicable excise duty, sales tax and other duties/taxes/levies etc., thereon and showing therefrom deductions in respect of the 20% (twenty percent) advance payment received and the 10% (ten percent) final payment to be received by Contractor on completion of start-up

and successful commissioning of any and all Equipment and Spare Parts covered by the Contract.

- Simple receipt of Contractor, in original
- Clean Railway Receipt/Lorry Way Bill signed by the authorities concerned marked "FREIGHT PAID" evidencing despatch of Equipment/part thereof and Spare Parts to TNPL.
- Detailed packing list showing the Contract number, quantity and full particulars of Equipment/part thereof packed in each package and also of the dimensions and weight (gross as well as nett) of each of packages the in metric units in 10 (ten) copies.
- Inspection/Test Certificate in six (6) copies.

All the shipping documents, including non-negotiable copies, should be in English language only and signed by the Contractor. In case of Contractor giving any documents in language other than in English translation of its pertinent passage in English shall be accomplished. In such case, for purpose of interpretation the English translation only shall govern.

6.02.03

In case of supply of imported/indigenous Equipment and Spare Parts by more than one shipment/instalment, Contractor shall claim only the proportionate value of Equipment/part thereof and Spare Parts actually despatched and payment shall be regulated accordingly. Before signing the Contract with TNPL, Contractor shall furnish the split-up prices of the various items of Equipment and Spare Parts whose delivery is proposed to be made by more than one shipment/instalment.

6.02.04 For Supervisory Services for Erection, Start-up and Commissioning

90% (ninety percent) of the per-diem fees for the services performed shall be paid as progress payments according to actual progress as certified by Engineer-in-charge nominated by TNPL from time to time and upon receipt of the following documents direct by TNPL:

- Signed detailed invoice of Contractor in 6 (six) copies covering the value of the services actually completed in any given month showing therefrom deductions in respect of the 10 (ten) percent final payment receivable by Contractor on completion of start-up and successful commissioning of any and all Equipment covered by the Contract.
- Simple receipt of Contractor in original
- Documents in support of the claim duly certified by Engineer-in-charge nominated by TNPL from time to time.

If, for reasons not attributable to Contractor, the time schedule is not followed, it will be mutually discussed between TNPL and Contractor.

6.02.05 Interim Payments to be Regarded as "On Account" Payments

All interim payments either for supply of Equipment and Spare Parts (whether it be imported or indigenous) or for the Supervisory Services covered by the Contract shall be regarded only as payments by way of 'On Account' payments and not as payments for supplies made/services rendered. Nor shall the payments be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim.

6.02.06 Recoveries/Deductions during Release of Interim Payments

While releasing interim payments against each of the invoices, TNPL shall effect the following recoveries/deductions:

- deduction towards retention money as specified in Clause 6.03 hereof.
- deduction as specified in Clause 6.03 hereof.

6.03 Final Payment

6.03.01

TNPL shall retain 10% of the certified gross value of the supplies made/services rendered for supervision of erection, start-up and commissioning from each of the interim payments by way of Retention Money.

Retention Money shall not carry any interest.

The Retention Money shall be released to Contractor against submission of the following:

- signed detailed invoice of Contractor in 6 (six) copies
- simple receipt of Contractor, in original
- documents in support of claim duly certified by Engineer-in-charge nominated by TNPL from time to time

The final payment of 10% of the certified CFR Chennai Port/CPT Site value of the supplies made and retained as Retention Money, however, will be paid by TNPL, immediately after successful demonstration of the guaranteed performance parameters of the Equipment, after commissioning and after completion of all outstanding issues relating to performance, operation and maintenance, finalised during guarantee trials and against submission of a Bank guarantee for an equivalent value by Contractor valid till expiry of the warranty period.

The final payment of 10% of the certified value of the supervisory services rendered and retained as retention money, however, will be paid by TNPL after the successful completion of all contractual obligations.

6.03.02 TNPL's Right to Withhold Payment

TNPL shall have the right to withhold or nullify the whole or a part of any application of Contractor for payment or any approval for payment to such extent as may be necessary to protect TNPL from sustaining any loss on account of:

- short supply not made good by Contractor
- defective supply not rectified/made good by Contractor
- defective work not remedied/replaced by Contractor
- failure of Contractor to fulfill and discharge promptly all its monetary obligations to its sub-contractor either for material and/or for labour and/or on any other account
- unauthorised deviations by Contractor from the specifications, terms and conditions of supply/ services
- erroneous statements or invoices of Contractor for the value of supply made/work done
- non-payment by Contractor of any of its dues to TNPL on any account whatsoever

and release the amount withheld only after satisfactory fulfilment by Contractor.

6.04 No Interest for Delayed Payments for Supply of Equipment and Spare Parts/Rendition of the Supervisory Services

No claim for interest will be entertained by TNPL in respect of any moneys or balance which may be in TNPL's hand owing to any dispute or different or misunderstanding between TNPL and Contractor or on account of the delay in the approval of the concerned authorities for release of requisite foreign currency for remittance to Contractor or due to reasons beyond the reasonable control of TNPL. TNPL shall, however, make its best efforts to effect payments as per agreed terms and conditions.

6.05 Income Tax in respect of Payments for Services by 'Non-Residents'

The per-diem fees quoted by Non-Residents for rendition of Supervisory Services will be exclusive of statutory deduction/levies like Indian Income Tax, GST, and Research & Development cess etc, vide Clause 5.03.03 hereof.

6.06 Income - Tax in respect of Payments for Services by 'Residents'

All payments are subject to deduction at source of income tax and the surcharge thereon, if any, applicable at source as per the provisions of Income-Tax Act, 1961. For deduction of income tax and surcharge thereon at source, where applicable, from payments made to Contractors, TNPL shall provide Contractor necessary Income-Tax deduction Certificate.

6.07 Currency and Mode of Payments

Payments of Contract Price for imported Equipment shall normally be made in the currency or currencies in which the Contract Price has been stated in the Contractor's Bid, as well as in other currencies in which Contractor had indicated in its Bid that it intends to incur expenditures in the performance of the Contract and wishes to be paid. Unless otherwise specifically agreed to in writing by TNPL, all payments by TNPL to Contractor(s) of Imported Equipment and to 'Non-Resident' Contractor(s) for services rendered shall be made by means of Demand Draft payable at Contractor's/'Non-Resident' Contractor's country. Selling exchange rate quoted by TNPL's bankers on the date of payment shall be used.

All payments by TNPL to Contractor(s) of indigenous Equipment and to Resident Contractors for services rendered shall be made by means of an 'Account Payee' cheque drawn on any Bank at Chennai/Karur.

6.08 Return of Bank Guarantees

The Bank Guarantees for 'Advance Payment' and 'Performance of Contract' shall be returned by TNPL direct to Contractor not later than 30 days following the date of completion of Contractor's obligations, including any warranty obligations, under the Contract, and upon a request in writing by Contractor.

7 LIQUIDATED DAMAGES

7.01 Liquidated Damages for Delay in the Supply of Equipment and Spare Parts/Completion of Supervisory Services

Should there be delay either in the delivery of Equipment/part thereof or Spare Parts and/or in rendition of the Supervisory Services as may be undertaken by Contractor, and included in the Contract, Contractor shall pay as liquidated damages, and not as penalty, ½ % (one half of one percent) of the total contract price for each week of delay or part thereof, subject to a maximum of 5% (five percent) of such total Contract Price.

For purpose of computing liquidated damages in the event of delay in delivery of Equipment and Spare Parts, mere despatch of Equipment and Spare within the agreed date of delivery which are not

- in accordance with the specification/standards
- found acceptable by TNPL

would not amount to delivery within the agreed delivery date.

Equipment and Spare Parts shall also be deemed to have been delivered within the agreed delivery date only when all its component parts also are delivered. If certain components of Equipment are not delivered in time, Equipment shall be deemed to have not been delivered until such time the undelivered parts are delivered.

Should TNPL be exposed to additional cost arising out of any increase in the incidence of imported duty, GST and other similar levies on the Equipment/part thereof delivered beyond the agreed delivery date, such additional cost will be to the account of Contractor at actuals. This shall be in addition to the liquidated damages specified in Para 1 of this Clause.

Notwithstanding anything stated in the foregoing paragraphs of this Clause, should Contractor succeed in the commissioning, to the satisfaction of TNPL, of any and all items of Equipment covered by the Contract within the time limit that would be specified in the Contract. TNPL may, at its sole discretion, consider condonation of the delay either in the delivery of Equipment or in the rendition of each of the other various services covered by the Contract and also waiver either in full or in part levy and collection of liquidated damages which would have otherwise been payable by Contractor.

This waiver, either in full or in part, shall not however be applicable in respect of the costs arising on account of the increase in the incidence of import duty, excise duty, sales tax and other similar levies at actuals as provided in Para 4 of this Clause.

7.02 Liquidated Damages for Failure to Achieve Guaranteed Performances

In case Contractor is unsuccessful in demonstrating the performance of any and all items of Equipment covered by the Contract and process parameters within six months from the date of completion of successful commissioning of Equipment, then Contractor shall pay TNPL as TNPL as liquidated damages and not as penalty such as may be calculated in accordance with a comprehensive procedure that would be laid down in the Contract. In any case, the total of all the liquidated damages for failure of the performance guarantees shall not exceed 10% (ten percent) of the total contract price.

7.03 Non-Payment of Liquidated Damages

In the event of non-payment, by Contractor, of the liquidated damages and the costs referred to above, TNPL shall, without prejudice to any other mode of recovery, deduct the total amount of the dues from any money owing to Contractor. In the event no amount is due to

Contractor, the Performance Bank Guarantee will be invoked to recover the amount without prejudice.

8 WARRANTY

8.01

Contractor shall warrant that:

- the Engineering Design and Technical Services to be provided under the Contract would meet the highest professional standards in accordance with accepted International Engineering Practices
- the design of all items of Equipment and Spare Parts will be modern, approved and of the latest type as developed by recent experience and that each item of Equipment and Spare Parts shall be capable, under normal use, operation and maintenance, of accomplishing the purposes for which it is supplied.
- all items of Equipment and Spare Parts would be brand new and unused and will comply with the relevant specifications, drawings and other description furnished therefor by Contractor.
- all items of Equipment and Spare Parts would be of first class workmanship and materials and in conformity with the Internationally accepted Standards and Engineering Practice
- all items of Equipment and Spare Parts at the time of delivery are Contractor's own and are free and clear of all liens and encumbrances
- all items of Equipment would be erected, tested and commissioned as per International Engineering Practice
- all items of Equipment when erected and assembled at site will constitute a complete, efficient, functioning unit capable of practical operation on a commercial scale at the rate, capacity and efficiency set forth in the specifications therefor
- all items of Equipment under normal conditions at site would show no defect due to faulty design or material or workmanship, for a period of twelve (12) months from the date of commissioning of Equipment, or twenty four (24) months reckoned from the date of delivery of the last item of Equipment, whichever is earlier. However, for any reason, if TNPL requests Contractor to hold back the despatches, the date of readiness of the consignment for delivery shall be reckoned as the date of delivery for purposes of this clause.

8.02

During the period of warranty, Contractor shall, at its own cost and expense, make good or replace any Equipment/part thereof

- which may not comply with the specifications therefor and the representations and warranties set forth herein; or
- which may be of defective or incorrect design; or
- which under normal and proper use and maintenance proves deficient in performance or defective in workmanship or materials

Where replacements for defective parts which are to be repaired or replaced under this Warranty Clause are available in the TNPL's own store, TNPL shall make such parts available as replacement, and Contractor shall provide repaired or new parts in replacement thereof within such specified time limit as is acceptable to TNPL.

Where replacement parts are supplied by Contractor, Contractor shall bear the local duties/taxes/levies consequent to import of such items, i.e., such items shall be delivered by Contractor on DDP basis. If any replacement or renewal is made, the warranty shall be for six (6) months from the date of replacement/renewal or end of warranty period whichever is later.

Defective Equipment/part thereof and Spare Parts which is to be repaired under the warranty and which Contractor considers incapable of being properly repaired at site, Contractor shall take the defective Equipment/part to his works for repair and return to TNPL at his own cost. Alternatively, the defective Equipment part shall be returned by TNPL by such mode of conveyance as TNPL and Contractor shall agree, to the works of Contractor or Contractor's sub-contractor's as the case may be, it being understood that TNPL shall pay the expense of returning any such failed Equipment/part thereof including any statutory levies, like custom duty etc, by the agreed mode and receiving the rectified replacement parts and Contractor shall reimburse all the expenses including any statutory levies, like customs duty etc, thus incurred promptly on receipt of TNPL's claim to that effect.

Contractor's obligations under this article shall, however, not apply to normal wear and tear or to defects, deficiencies and the like resulting from improper use.

8.03

In addition, Contractor shall also perform, at its cost and expense, recalculation/ redrawing of the designing and engineering work and also attend to any work of repair/re-construction/re-erection besides making good defects, imperfections or other faults that become apparent during the warranty period.

8.04

Contractor's liability for warranty under this Clause shall be in addition to and independent of any other liability that may be undertaken by Contractor to TNPL under any other provisions of the Contract.

8.05

In case of delay/default on the part of Contractor to perform any of its warranty obligations, TNPL shall have the right to make alternative arrangements at Contractor's risk, cost and expense and recover such costs, in full, from Contractor.

9 ASSIGNMENT/SUB-CONTRACTING

9.01

Contractor shall not assign or sub-let this Contract or any part thereof without the prior written consent of TNPL. This consent shall not, however, be denied unreasonably.

9.02

Any sub-contracting by Contractor shall not absolve it of its responsibility for the performance of its obligations under the Contract. Further, such sub-contracting shall conform to the eligibility requirements of Clause 3.01.

10 ACCESS TO CONTRACTOR'S DOCUMENTS

Contractor, when required by TNPL shall produce all quotations, invoices, vouchers, accounts and receipts, list of approved sources from whom the various items have been bought by them etc., to prove that the Equipment supplied by it are in conformity with the specifications laid down in the Contract.

11 CONFIDENTIALITY

All process details, engineering data, drawings, documents, correspondence, decisions and orders concerning the Contract shall be treated as confidential and/or restricted in nature by Contractor and it shall not divulge or allow access to them by any unauthorised person.

12 CONFLICT AND INTERPRETATION OF DOCUMENTS

12.01

In case, conflicting statements or directives should occur in the Contract or documents furnished by Contractor, it shall be the responsibility of Contractor to notify TNPL with a copy sent concurrently to their Project Consultants, immediately in writing and obtain any instruction from TNPL to clear the conflict. Contractor shall also notify TNPL, with a copy sent concurrently to their Project Consultants, promptly of any discrepancies, omissions or doubts it may have regarding drawings, specifications or other documents.

12.02

The issuing of information and drawings under the name of TNPL or their Project Consultants or the over-stamping by them as having been Approved for Construction or Purchasing Purposes shall in no way absolve Contractor of its full liability as set out in the Contract between Contractor and TNPL and TNPL or their Project Consultants shall not be liable to any such Contractor as a result of Contractor carrying out additional work arising from errors therein.

13 TEMPORARY SUSPENSION AND CANCELLATION OF CONTRACT**13.01 Temporary Suspension**

TNPL may at any time temporarily suspend or stop the execution of the Contract or any part thereof by notice in writing to Contractor. All works so suspended or stopped shall be resumed by Contractor based on a schedule to be mutually agreed upon between TNPL and Contractor.

13.02 Cancellation of Contract**13.02.01**

TNPL may, at its option, and without prejudice to its rights under the Contract cancel the either in full or in part at any time by simple written notice to Contractor in case of Contractor's non-compliance with the various obligations/responsibilities undertaken by it under the Contract and more particularly in case of the following circumstances:

If Contractor shall

- become bankrupt or insolvent: or
- being a company or corporation go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction): or
- assign or sublet the Contract or any part thereof, other than as provided in Clause 10 hereof: or
- abandon the Contract: or
- without reasonable cause fail to commence execution of the Contract within the stipulated period or suspend the progress of the execution of the Contract after receiving from TNPL written notice to proceed: or
- fail to proceed with the execution of the Contract with due diligence according to the agreed time schedule: or
- fail to remove Equipment, Spare Parts etc from site or to pull down and replace work after receiving from TNPL written notice to the effect that the said

Equipment, Spare Parts etc or works have been condemned or rejected: or

- fail to employ competent staff and labour: or
- disregard the instructions of TNPL in relation to the execution of the Contract: or
- fail to execute the Contract in accordance with the agreed terms or neglect to carry out its obligations and responsibilities under the Contract: or
- promise, offer or give any bribe, commission, or gift or advantage either by himself or through its partner or agent or servant, to any officer or employee of TNPL or to any person on their behalf in relation to the execution of the Contract or any other Contract with TNPL.

13.02.02

In case of cancellation of the unexecuted portion of the Contract in part, Contractor shall continue performance of Contractor to the extent not cancelled by TNPL. In case of cancellation of the unexecuted portion of the Contract in full, Contractor shall immediately stop all work in connection with the Contract. TNPL shall be at liberty to obtain the balance of the Equipment/part thereof from any other agency and also carry out the residual portion of the services with its own personnel and/or through any other agency even if it be in excess of the original contract price.

13.02.03

In case of cancellation of the unexecuted portion of the Contract in full, TNPL shall not be liable to pay to Contractor any money, including the 'retention money' until the costs and all other expenses incurred by TNPL and/or any other agency employed by TNPL for completing the residual supply/services have been ascertained. Contractor shall then be entitled to receive only such sum, if any, as TNPL may certify after deduction of the said amounts from the sum payable to Contractor. But if such amount shall exceed the sum of which would have been payable to Contractor then Contractor shall, upon demand, pay to TNPL the amount of such excess, and it shall be deemed to be a debt due by Contractor to TNPL and be recoverable accordingly.

In no event shall Contractor have any right to payment for any work done by it subsequent to the cancellation. Contractor shall also have no claim on TNPL for any loss sustained by it, by reason of its having purchased or procured any Equipment, materials, or entered into any commitments or made any advances in connection with the execution of the Contract.

13.02.04

In addition to the rights provided under this Clause, TNPL may exercise any other rights or remedies provided by

Law or under the Contract for any breach or default of Contractor.

14 WAIVER

Failure on any occasion of either party to insist upon strict adherence to any of the provisions of the Contract or to enforce any of its rights under the Contract or to resort to or enforce any of its rights under the Laws specified in Clause 21 hereof 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 affect any provision or right not expressly waived nor shall an effective waiver on one occasion operate as a waiver of any provision or right in the event of the occurrence on a future occasion of the same cause which gave rise to such effective waiver.

15 AMOUNTS DUE FROM CONTRACTOR

15.01

Any and all costs, charges, damages or expenses which TNPL may have paid for which Contractor is liable under the Contract shall be recovered/adjusted by TNPL from any money due or becoming due by TNPL to Contractor under the Contract or from any other Contract which TNPL may have entered into with Contractor.

15.02

In the event of recovery/adjustment to the necessary extent becoming impossible owing to insufficiency of the amount realisable by TNPL on enforcement of the Bank Guarantee for 'Performance of Contract' and the amounts already withheld the balance amount due by Contractor shall be recovered by action of Law or in any other manner TNPL may deem fit.

16 LIMITATION OF DAMAGES

Total of all damages calculated in accordance with and payable under Clause 7 (excluding of course the costs arising on account of the increase in the incidence of import duty, GST and other similar levies at actuals referred to in Clause 7.01) of the Contract as a result of any failure by Contractor and/or its sub-Contractor(s) to fulfil its contractual liabilities in the manner and within the time that would be specified in the Contract shall not exceed 30% (thirty percent) of the total Contract Price and payment of such damages shall be in full and final settlement of Contractor's liability for the aforesaid failure.

17 LIMITATION OF LIABILITY

Notwithstanding any other provision of the Contract either party shall not under any circumstances or at any time be liable to the other under or in connection with the Contract or in tort for any special or any indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including for example, but without limiting the

generality of the foregoing, loss of profits, loss of production, reduced production or loss of contracts.

18 FORCE MAJEURE

18.01

Should force majeure circumstances intervene after the date of the Contract and impede, prevent or delay the execution thereof, then the proper time for performance under the Contract of any obligation of the parties shall be automatically extended by the actual delay in performance of such obligation caused by such circumstances.

18.02

For purpose of this clause, "Force Majeure" means an event beyond the control of Contractor and not involving Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of TNPL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

18.03

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 (20) twenty days of the intervention and within 20 (twenty) days of the cessation of such circumstances.

18.04

Without prejudice to Clauses 18.01 and 18.02 hereof, both parties should make every reasonable effort to minimise as far as possible the effects of such circumstances upon the Contract, including consideration of the use of the manufacturing facilities of Contractor's associate companies, if any, and of the opportunities which will be available for changing Contractors of sub-contracted Equipment/part thereof.

19 SETTLEMENT OF DISPUTES

If at any time, any question, dispute or difference whatsoever shall arise between TNPL and Contractor arising out of or in connection with the Contract, the parties hereto shall use their best efforts to settle such question, dispute or difference amicably by mutual negotiations.

20 LANGUAGE

20.01

All written correspondence between TNPL and Contractor shall be in English language. Specifications, texts on drawings and the text of any other engineering information shall also be in English language.

20.02

All correspondence shall be sent in triplicate by airmail or other quicker means of transmission such as e-mail / fax.

21 GOVERNING LAW AND JURISDICTION OF COURTS

The Contract shall be governed and construed in accordance with Indian Laws and Regulations and all matters arising out of the Contract will be only within the Jurisdiction of Courts in Chennai, India.

22 CONTRACT BINDING ON SUCCESSORS

Unless repugnant to the context or meaning hereof the Contract shall be binding upon the successors and permitted assigns of the parties to the Contract.

23 NOTICES**23.01**

Notices expressly provided for in the Contract or which one party wishes to give officially to the other under or in relation to the Contract shall be in writing and shall be properly given if sent by e-mail or telefax (confirmed by letter) addressed to the respective address specified below or sent by registered post (airmail) postage prepaid, addressed to the following postal address given below :

For Contractor : Company Name
Address
Phone
Fax
E-mail

For TNPL : Project Management Division
Tamil Nadu Newsprint and Papers
Limited (TNPL)
Kagithapuram – 639 136

Karur District
Tamil Nadu, India
Phone : 0091-(04324) 277001
(10 lines)
Fax : 0091-(04324) 277027

Email : pmd@tnpl.co.in
Web : www.tnpl.com

23.02

Either of the two above addresses may be changed by written advice given by one party to the other.

23.03

Any such notice shall be deemed to have been received by the party to whom it was sent; on the day it was sent, if it was sent by e-mail or telefax; on the date of actual receipt of advice, if sent by registered post.

Where it is possible to establish an actual date of receipt, such date shall prevail over the deemed date of receipt.

24 COMMITMENT TO THE SUCCESS OF THE PROJECT

In support of the overall objectives of the project undertaken by TNPL, Contractor shall declare its commitment to the success of the project and undertake to cooperate fully with all the participants in the project and endeavour to discharge all its obligations under the Contract in such a manner as to avoid or minimise any problems arising out of the design and engineering, erection and operation of the Equipment supplied by him.

In addition, Contractor shall undertake to provide timely assistance as may be necessary to set right technical problems, if any that may arise or be identified with Equipment supplied by it during the initial period of operation or as a result of unsuccessful guarantee tests with a view to help TNPL to achieve the desired production at its plant. Such assistance may include, but not be limited to the assistance of Contractor's technical personnel, including research and development personnel, to investigate and analyse problems, if any, and shall be provided at Contractor's cost and expense, except where it is established that the problem is not attributable to any fault or deficiency attributable to Equipment supplied by Contractor.

Appendix 1

BANK GUARANTEE FOR ADVANCE PAYMENT

- 1 In consideration of Tamil Nadu Newsprint and Papers Limited, 67, Mount Road, Guindy, Chennai – 600 032, India (hereinafter called `TNPL') having agreed to make an advance payment of (amount) to (hereinafter called `Contractor') towards supply of. (Brief specification of supply items) as per specifications more particularly detailed TNPL's Order No. (Hereinafter called `Contract'), we Bank (full address of the Bank) (hereinafter called ``Guarantor') do hereby undertake to pay TNPL an amount not exceeding ... (amount) in the event of failure to execute any and all works/part thereof by the said Contractor under any of the Terms and Conditions of Contract.
 - 2 Guarantor confirms that it is holding in trust in favour of TNPL an amount of (both in figures and words) ___% of value of contract to indemnify and keep indemnified TNPL against any loss and/or damage whatsoever caused to and/or suffered by TNPL by reason of Contractor's failure to execute the works of as per the agreed completion schedule, the last date for completion of any and all works/part thereof being (date). Such loss/damage and/or breach as determined by TNPL shall be final and unquestionable. Any such demand made on Guarantor shall be conclusive as regards the amount due and payable by Guarantor under this guarantee and Guarantor binds himself to pay TNPL such claim amount forthwith on first demand without demur.
 - 3 Guarantor agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for execution of any and all works/part thereof covered by the said contract and that it shall continue to be enforceable till all the dues of TNPL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till TNPL certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, subject to, however, that TNPL shall have no right under this guarantee after. (date) unless a notice for payment in writing under the guarantee containing the claim has been served on the said guarantee on or before (date).
- In the event of a notice for payment being served as aforesaid, then notwithstanding anything to the contrary herein contained, the liability of guarantor under this guarantee will continue until terminated by operation of law or withdrawn by TNPL.
- 4 Guarantor further agrees that TNPL has the fullest liberty without the Guarantor's consent and without affecting in any manner Guarantor's obligations herein to vary any of the terms and conditions of the said contract and/or to postpone for any time or from time to any of the powers exercisable by TNPL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and that Guarantor shall not be relieved of its liability under this guarantee by reason of any such variation and/or extension being granted to the said Contractor and/or for any forbearance, act or omission on the part of TNPL and/or any indulgence by TNPL to the said Contractor and/or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving it from its liability under this guarantee.
 - 5 Guarantor certifies that the persons who sign the guarantee on behalf of Guarantor have the power to sign the same and bind Guarantor.
 - 6 Guarantor undertakes not to revoke this guarantee during its currency including the extended period, if any, except with the previous consent of TNPL in writing.

- 7 The guarantee herein contained shall not be affected by any change in the constitution of Guarantor, TNPL and/or Contractor.

- 8 Guarantor states that notwithstanding anything stated herein, Guarantor's liability under this guarantee is limited to ...
..... (amount) and expires for acceptance of claims on (date) and that unless a claim in writing is presented to Guarantor on or before this expiry date and, if unpaid, a suit or action to enforce a claim is filed against Guarantor within three months thereof, i.e. on or before (specify date) all rights of TNPL shall be forfeited and guarantor shall be released and discharged from all its liabilities under this guarantee.

- 9 IN WITNESS WHEREOF the undersigned being duly authorised to execute this guarantee of Guarantor has/have signed the deed on the day and year first above written.

Yours faithfully
for BANK

AUTHORISED SIGNATORY

NAME AND ADDRESS OF THE BANK

NAME & DESIGNATION OF AUTHORISED SIGNATORY
TELEPHONE NO :
TELEFAX :
E MAIL:



Appendix 2

BANK GUARANTEE FOR PERFORMANCE SECURITY

This Deed of Guarantee executed on..... by Bank (hereinafter called 'Guarantor') of the part..... in favour of Tamil Nadu Newsprint and Papers Limited, 67, Mount Road, Guindy, Chennai – 600 032, India (hereinafter called 'TNPL') on the other part.

WHEREAS M/s (hereinafter referred to as 'Contractor') a Company registered under..... and having their registered office at..... has offered to sell and TNPL has on the basis of the said offer agreed to purchase..... of TNPL's Order..... (hereinafter called 'Contract').

AND WHEREAS Contractor has undertaken to supply to TNPL..... (brief specification of Equipment and Quantity) at a price of (amount both in figures and words) only (FOR Contractors' works) on or before (date) in accordance with the terms and conditions stipulated in the said contract and also fulfil, inter-alia, satisfactorily all its responsibilities and obligations under the contract including:

- a) Demonstration of guaranteed performance of Equipment.
- b) Providing warranty against defective design, workmanship and material for a period of months from the date of delivery of the last consignment or months from the date of commissioning of equipment whichever is earlier.
- c) Payment of liquidated damages at% of the total contract price of each complete week of delay or part thereof beyond.....(date) subject to a maximum of % of the total contract price of equipment viz..... (amount) only.

AND WHEREAS in terms of the contract Contractor is eligible to draw from TNPL 20% of the contract price of Equipment viz..... (amount) as advance payment within 30 days of signing the contract only on submission of a Bank Guarantee for 10% of the Contract Price of Equipment viz..... (amount) in the Currency of the Contract to guarantee the faithful performance of any and all responsibilities and obligations undertaken by Contractor under the Contract to the satisfaction of TNPL besides furnishing a simple receipt and a Bank Guarantee for the advance payment.

THIS DEED OF GUARANTEE witnessth the following:

- 1 Guarantor confirms that it is holding 'in trust' in favour of TNPL an amount of (both in figures and words) to indemnify and keep indemnified TNPL against any loss and/or damage whatsoever caused to and/or suffered by TNPL by reason of any breach by Contractor of any and all of the terms and conditions contained in the said contract, such loss/damage and/or breach as determined by TNPL being final and unquestionable.

Any such demand made on Guarantor shall be conclusive as regards the amounts due and payable by Guarantor under this guarantee and Guarantor binds himself to pay TNPL such claim amount forthwith on first demand without demur.

- 2 Guarantor agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the responsibilities and obligations of Contractor under the said contract and that it shall continue to be enforceable till all the dues of TNPL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till TNPL certifies that the terms and conditions of the said contract have been fully and properly carried out by the said supplier and

accordingly discharges the guarantee, subject however, that TNPL shall have no right under this guarantee after..... months from the date of despatch of the last consignment or..... months from the date of commissioning of the equipment whichever is later unless a notice for payment in writing under the guarantee containing the claim has been served on the said Guarantor on or before(date)

In the event of a notice for payment being served as aforesaid, then notwithstanding anything to the contrary herein contained the liability of Guarantor under this guarantee will continue until terminated by operation of law or withdrawn by TNPL.

- 3 Guarantor further agrees with TNPL that TNPL has the fullest liberty without Guarantor's consent and without affecting in any manner Guarantor's obligations herein to vary any of the terms and conditions of the said contract and/or to postpone for any time or from time to time any of the powers exercisable by TNPL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and that Guarantor shall not be relieved of its liability under this guarantee by reason of any such variation and/or extension being granted to the said supplier and/or for any forbearance, act or omission on the part of TNPL and/or any indulgence by TNPL to the said Contractor and/or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving it from its liability under this guarantee.
- 4 Guarantor certifies that the persons who sign the guarantee on behalf of Guarantor have the power to sign the same and bind Guarantor.
- 5 Guarantor undertakes not to revoke this guarantee during its currency including the extended period, if any, except with the previous consent of TNPL in writing.
- 6 The Guarantee herein contained shall not be affected by any change in the constitution of Guarantor, TNPL and/or Contractor.
- 7 Guarantor states that notwithstanding anything stated herein Guarantor's liability under this guarantee is limited to..... (amount) and expires for acceptance of claims on..... (date) and that unless a claim in writing is presented to Guarantor on or before this expiry date and, if unpaid, a suit or action to enforce a claim is filed against Guarantor within three months thereof, all rights of TNPL shall be forfeited and Guarantor shall be released and discharged from all its liabilities under this guarantee.
- 8 IN WITNESS WHEREOF the undersigned being duly authorised to execute this guarantee of Guarantor has/have signed the deed on the day and year first above written.

Yours faithfully
for BANK

AUTHORISED SIGNATORY

NAME AND ADDRESS OF THE BANK

NAME & DESIGNATION OF AUTHORISED SIGNATORY
TELEPHONE NO:
TELEFAX :
E MAIL :



PART 4
TECHNICAL SPECIFICATIONS AND SCOPE OF BID

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PART 4
TECHNICAL SPECIFICATIONS AND SCOPE OF BID

These Technical Specifications and Scope of Bid form part of the Bid Document No. TNPL/Unit II/TM#5/242523003714 for Manufacture, Supply, Supervision of Erection and Commissioning of Doctor Blade Re grinding Machine (herein after called "Equipment) and its auxiliaries for TNPL-Unit II-TM#5 and are to be read in conjunction with Parts 1, 2, 3 & 5 of this Bid document.

1.0 PROJECT PROFILE

Tamil Nadu Newsprint and Papers Limited (TNPL) was promoted by the Government of Tamil Nadu for the manufacture of newsprint and printing and writing (P&W) papers with a capacity of more than 400,000 tpa, using bagasse as the principal fibre source at its existing mill at Kagithapuram is referred as TNPL Unit 1.

TNPL established a 200,000 tpa of multi-layer coated board Plant and other utilities/auxiliaries, at Mondipatti in Trichy District, Tamil Nadu, referred as TNPL- Unit 2

TNPL now proposes to diversify its product range to include specialty grade like various tissue paper products, by installing a New Tissue Paper Machine of 34,000 tpa capacity at TNPL Unit 2.

The proposed high speed tissue paper machine will be dedicated for the manufacture of standard grades of Tissue paper viz., Facial tissue, Napkins, Toilet tissue, Kitchen towels, etc with Captive LBKP/Chemical Hardwood Pulp and Imported NBKP/Softwood Pulp.

1.1 Description of the Bid

This Bid document is intended for Manufacture, Supply, Supervisory services for Erection and Commissioning of Doctor Blade Re grinding Machine and its auxiliaries.

2.0 BASIS FOR DESIGN

2.1 Mill Site Data

Name of the Mill	Tamil Nadu Newsprint and Papers Ltd Unit-2
------------------	-----------------------------------------------

Location of mill	Mondipatti Village, Manapparai Taluk, Tiruchirappalli Dist. Tamil Nadu, India
Altitude	150 m above MSL
Nearest Railway Station	Manapparai Railway Station at a distance of 7.5 km South
Road access	Site is connected to 1) National Highway (NH # 45) Trichy – Dindigul Road at a distance of 5 km South 2) State Highway (SH#71) Kulithalai – Manapparai Road at a distance of 1 km West
Seaport for Import	Chennai
Nearest Airport	Tiruchirapalli and Madurai
Temperature:	
- Maximum	°C 45
- Minimum	°C 20
Rainfall:	
Monthly maximum	mm 400
Hourly maximum	mm 96
Relative Humidity:	
- Maximum	% 85
- Minimum	% 55
Maximum Wind Velocity	km/h 169
Seismic data	Seismic Zone II as defined by Indian Standards
Soil characteristics:	
Load Bearing Capacity of soil	t/m ² 40 at 2.5 m depth



2.2 Utilities

2.2.1 Compressed Air

Description	Unit	Value
Header Pressure	kg/cm ² (g)	6
Pressure for Instrument Design and Selection	kg/cm ² (g)	4.5
- Oil Content	mg/m ³	0.005
- Particle Size	Micron	< 0.01

2.2.2 Process Water

Description	Unit	Value
Process Water		
Pressure	kg/cm ² (g)	3.0
Temperature – Maximum	°C	45
Temperature – Minimum	°C	35
pH		7.5 – 8.5
Free chlorine	ppm	0.2
Total hardness as CaCo3	ppm	140 - 250
Silica as SiO2	ppm	20-25
Iron	ppm	0.2
Chloride	ppm	50 – 150
Sealing Water		
Water Temperature	°C	32-35
Pressure	kg/cm ² (g)	5.0 – 6.0
pH		7.5 – 8.5
Free chlorine	ppm	0.2
Total hardness as CaCo3	ppm	140 – 250
Silica as SiO2	ppm	20 – 25
Iron	ppm	0.2
Chloride	ppm	50 – 150
Cooling Water		
Water Temperature	°C	30
Pressure	kg/cm ² (g)	4.0 – 6.0
pH		7.0 – 8.0

2.2.3 Mill Process Steam Distribution System

Description	Unit	Value
Medium Pressure (MP) Pressure	kg/cm ² (g)	12.5±0.5
Medium Pressure (MP) Temperature	°C	285 to 290
Low Pressure (LP) Pressure	kg/cm ² (g)	4.5± 0.5
Low Pressure (LP) Temperature	°C	165 to 170

2.3 Electrical

Electrical Voltage system

Description	System Voltage
MMD drive(Tissue machine and fan pump)	690V ±10%,50Hz±5%,3Ph AC
Re winder drive	415V ±10%,50Hz±5%,3Ph AC
Motor rated up to 200kW with DOL start will be	415V ±10%,50Hz±5%,3Ph AC
Motor above 400kW with DOL start will be	11kV ±10%,50Hz±5%,3Ph AC
VFD motor up to 400kW	415V ±10%,50Hz±5%,3Ph AC
VFD motor from 400kW to 1500kW	11kV ±10%,50Hz±5%,3Ph AC
Motor rated less than 0.37kW, control circuit, space heater can be	230V±10%,50Hz±5%,1Ph AC
UPS system /instrument voltage	230V±10%,50Hz±5%,1Ph AC or 415V ±10%,50Hz±5%,3Ph AC
DC System for HT SWGR protection	110V DC 2 wire

2.4 Instrumentation

Type of Instruments: All control valves shall be provided with Smart valve positioners with position feedback and shall be designed for supply air pressure 4.5 kg/cm²(g)

Field Instruments 2 wire, SMART, with HART Protocol, 4 wire transmitters will be powered by 230V AC from UPS

All HART inputs 4-20 mA will be isolated type with isolation at instrument level itself. Field contacts of field instruments will be interrogated by 24V DC from system (DCS)

Digital outputs to field instrument, SOV etc will be 24V DC
Digital outputs to MCC will be potential free contacts

Control valves Will be HART based with electro pneumatic positioner

Level of instrumentation To suit plant operation from a
Distributed Control System (DCS)

3.0 DESIGN BASIS

The new Doctor Blade regrinding machine shall be based on state-of-the-art technologies, and shall be energy efficient, resistant to wear and tear, and having good accuracy and efficiency.

The Equipment shall be capable of safe operation under all conditions without undue strain, vibration and other operational difficulties. The Equipment shall be suitable for operation in hot and humid tropical conditions.

The design of the Equipment and its accessories shall be such that maintenance operations are facilitated and easy access is available to parts and components requiring replacements/repairs from time to time.

3.1 Design Parameters

The new Doctor Blade grinding machine will be capable of regrinding of yankee doctor blades, Reel doctor bladed and other scraping type blades used on production of Tissue Paper (eg. Toilet Tissue grade & Towel Tissue grades) having the following specifications:

3.1.1 Doctor Blade Dimensions

DESCRIPTION :	UNIT	Yankee Doctor Blade	Reel Doctor Bladed
- Length	mm	3385	3100
- Width	mm	114	86
- Thickness	mm	1.2	1.25
- Grinding angle	deg	0°	35°
Hardness	HRC	46 -49	46 -49
MOC		C75	C75

The Doctor Blade grinding machine shall be capable of grinding Tissue Machine Yankee blades of the above-mentioned sizes at the same time. The machine accuracy and grinding accuracy to be maintained shall be as per international standards.

4.0 SCOPE OF SUPPLY AND SERVICES

Successful Bidder shall be responsible for all aspects of design, manufacture, supply, supervision of erection, start-up and commissioning of one (1) Doctor Blade grinding machine (Equipment) and its accessories.

All items to be supplied shall be new and unused.

4.1 Scope of Supply

Successful Bidder shall include the Equipment, its accessories and spares required both for start-up and commissioning and for two (2) years' operation in its scope of supply.

4.2 Scope of Services

Successful Bidder shall also be responsible for supervision of erection, start-up and commissioning of the Equipment.

4.3 Exclusions

- Motors, except those integral with the machine
- Instrumentation and controls, except those integral with the machine
- Civil works and foundations
- MCCs, starters and supply cabling

5.0 APPLICABLE ACTS, RULES AND REGULATIONS

Successful Bidder shall provide necessary drawings, material certificates, all other information required by TNPL to comply with various acts/rules of Government.

6.0 EQUIPMENT DESCRIPTION

Successful Bidder shall supply the Equipment capable of meeting the design parameters. The Equipment, which shall be specified and supplied by Successful Bidder, shall meet the general requirements and required performance of the Equipment.

Equipment and Auxiliaries

The Doctor Blade grinding machine shall have a suitable length for grinding Doctor blades shall include the following accessories:

- Manual clamping table
- Inbuilt electrical equipment
- Flange with grinding ring
- Lifiable aligning bar
- Wet grinding attachment complete with coolant tank with magnetic separators, paper bond filters, pumps and hoses, rubber curtains and

- other protective devices
- Operating hours counter
- Hose to clean the chuck
- One (1) set of spanners
- One (1) grease gun
- Foundation bolts, fixtures and its attachment
- Consumable Materials required for start-up and commissioning
- Two (2) years spares for trouble free operation

In addition, Bidder shall include any additional equipment/ materials, which are not specifically mentioned in this Document but are required to complete the Equipment offered in every respect and for safe and efficient operation and guaranteed performance. It shall be the responsibility of Bidder to furnish such materials and equipment and provide the services.

7.0 SUPERVISION OF ERECTION, START-UP AND COMMISSIONING

Bidder shall be responsible for supervision of erection, start-up and commissioning of the Equipment as shall be included in the Contract. Skilled and unskilled labour will be provided by an erection contractor appointed by TNPL. Bidder shall supply all necessary erection drawings free of cost to TNPL.

Bidder shall provide required erection and commissioning engineers, who will co-ordinate the erection, start-up and commissioning of the equipment and training of operators.

TNPL will make available power and water required for start-up, commissioning and operation of the Equipment, free of cost.

8.0 INSPECTION AND TESTING

The Equipment shall be inspected and tested during manufacture and assembly and also before despatch in accordance with the standard practice of the manufacturer and the standards of the Country of Origin. All such test certificates shall be furnished to TNPL in triplicate.

TNPL or its authorised third party inspection agency or its consultants, reserves the right to inspect all items of the Equipment at the works of the Successful Bidder or its sub-contractor at any stage during the course of manufacture, assembly or testing or in the course of erection at site. Any such inspection shall not absolve Successful Bidder of any of its obligations

under the contract or reduce any of his obligations.

9.0 DELIVERY PROGRAMME

Successful Bidder shall complete the supply and commissioning within six (6) months from the date of notification of aware of contract.

10.0 WARRANTY

Successful Bidder shall provide a warranty covering the rectification of any and all defects in the design, materials or workmanship of all items of equipment and spare parts for a period of twelve (12) months from the date of commissioning or twenty four (24) months from the delivery of the last consignment whichever is earlier. During the period of warranty, Successful Bidder shall fulfil all the warranty clauses set forth in this Bid Document and as finally included in the Contract with or without modifications, if any, after discussions between TNPL and Successful Bidder.

11.0 PERFORMANCE GUARANTEE

Successful Bidder shall provide a guarantee for parameters

- Grinding angle
- Flatness of surface
- Liners

12.0 LIQUIDATED DAMAGES (LD)

12.1 LD for Delay in Delivery

The Equipment shall be delivered within the stipulated time, failing which it will attract liquidated damages at the rate of 0.5% (one half of one percent) of contract price for each week of delay, subject to a maximum of 5% (five percent).

12.2 LD for Non-achievement of Performance Parameters

Failure to meet the performance parameters will attract another 5% of total value of the contract as liquidated damages.

The Bidder shall quote the following performance parameters for fixing up the guarantee figures.

- Accuracy of grinding angle
- Accuracy of flatness of surface
- Accuracy of the liners.

13.0 TECHNICAL INFORMATION TO BE INCLUDED WITH BID

Complete documentation shall be in English.

Bidder shall furnish a technical schedule giving complete details of each and every item of equipment covered under his scope of supply.

Where appropriate, items of equipment in the technical schedules should show identity numbers, which should correspond to those shown in drawings produced by Bidder.

In addition, the following information should also be included in the Bid:

- General arrangement drawings of the Equipment along with auxiliaries incorporating all major dimensions.
- Installed and absorbed power requirements for all the equipment drive motors within the system should be specified.
- Reference list of Bidder indicating the previous supply of the Equipment, meeting the same specification and of the same or higher capacity in the past, that are in successful operation.
- Information by way of drawings and catalogues, leaflets, etc, to illustrate the main features of the Equipment/system.
- A clear exclusion list of items, which, when procured and provided by TNPL, will make the system complete and operational to meet the performance parameters.
- An outline programme covering the period from receipt of Letter of Intent (LOI) to normal operation showing the main dates for freezing design and layout, manufacture, shipping, erection, testing, commissioning and performance test run of the Equipment.
- Grinding segment diameter (mm)
- Grinding motor rating (power and speed)
- Grinding wheel speed (rpm)
- Grinding length of job (mm)
- Grinding width (mm)
- Cross movement of wheel head (mm)
- Pass height (mm)

- Longitudinal traverse speed (m/min)
- Infinitely variable traverse speed (as special execution) – m/min
- Work table swivel
- Automatic grinding infeed at each reversal
- Vertical rapid down feed (m/min)
- Down feed motor rating (power and speed)
- Traverse motor rating (power and speed)
- Size of segment (mm)
- Coolant tank capacity (litres)
- Coolant flow rate (lpm)
- Size of machine (l x w x h)
- Approximate weight of machine (kg)
- Consumable Materials specifications
- List of tools

Any other relevant data to facilitate full appreciation of the Equipment offered.



**PART 5
BID FORM**

TNPL/UNIT-II/TM#5/242523003714

Date: 25/01/2025

Tamilnadu Newsprint and Papers Limited
Kagithapuram
Karur Dist
Tamilnadu
India.

Gentlemen,

We have for acknowledgement your Bid Document No. TNPL/Unit-II/TM#5/242523003714 dated 25/01/2025 including Addenda Nos...../Corrigenda Nos..... (insert numbers).

- 1 We have carefully gone through the said Bid Document and offer to Manufacture, Supply, Supervision of Erection and Commissioning of Doctor Blade Regrinding Machine for Tissue Machine #5 project, in conformity with the TNPL's General Terms and Conditions and Technical Specifications contained in Parts 3 and 4 of the Bid Document respectively, subject to the deviations thereto vide statement attached*.
- 2 In compliance with the requirements of the Bid Document, we enclose the various documents as listed in **Enclosure 1**.
- 3 We confirm that our Bid will be valid for a period of 90 days as required in Clause 14.1 of Part 2 of the Bid Document and bind ourselves for acceptance of our Bid at any time before expiry of the validity period.
- 4 We have taken note that you are not bound to accept the lowest Bid or assign reasons for non-acceptance of any Bid and that you also reserve the option to accept any Bid either in whole or in part.
- 5 If our Bid is accepted, we undertake
 - that until a formal contract is prepared and executed, this Bid, together with other correspondence and your Notification of Award of Contract, shall constitute a binding contract between us
 - that we will provide the requisite bank guarantees for drawal of advance and for performance of contract at the appropriate time and
 - to commence erection within months and to complete erection and commissioning of all items within three Months calculated from the date of receipt of your Notification of Award of Contract.
 - render the requisite services at the appropriate time as may be required by you and to your satisfaction.

(* strike off the underlined portion, if not applicable)

Authorised Signature

Date



Enclosure 1

- 1 Abstract of Prices
- 2 Bid documentation as details in Clause 10.0 of Part 4.
- 3 A list giving full particulars, including available sources, of all spare parts necessary for the proper and continuous functioning of Equipment during the initial two (2) years period, following commencement of use of Equipment by TNPL.
- 4 A statement of deviations/exceptions, if any, from/to the provisions of the terms and conditions and the technical specifications contained in Parts 2 and 3 respectively.
- 5 Alternative Bids, in addition to the requested Bid, with detailed technical justifications
- 6 A reference list, furnishing details of installations, similar to Equipment Bid of herein, supplied by Bidder, which are in successful operation.
- 7 Financial statements and Balance sheets for the last three (3) years.
- 8 A certified copy of the Partnership Deed/Memorandum and Articles of Association as well as a certified copy of the Resolution Passed by the Board of Directors and/or the Power of Attorney issued in favour of the person authorised to sign the Bid Document on behalf of the Corporation/Company.





PRICE SCHEDULE

1.1 Price schedule for Manufacture, Supply, Supervision of Erection and Commissioning of Doctor Blade Regrinding Machine for Tissue Machine #5 project.

Sl.No	Description	Qty	Supply (FOR/CPT Site)
			Total Price in Rs.
1	Supply of Blade Blade Regrinding Machine	1	
2	Supervisory charges for Erection & Commissioning	1 lot	
3	Total Value in Rs.		

NOTE:

1. All materials shall be delivered to TNPL Unit II Site basis.
2. Transit Insurance shall be under the scope of TNPL.

Signature of Bidder

Authorised to sign Tender for and on behalf of

In the capacity of

Dated this day of.....2025.

Bidder