



# Tamil Nadu Newsprint and Papers Limited

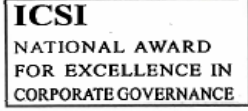
( A Government of Tamil Nadu Enterprise)  
Kagithapuram - 639 136, Karur Dist. Tamil Nadu, India.

Phone : (0091) 04324 - 277001 to 277010

Fax : (0091) 04324 - 277025 Purchase : 277026

PMD : 04324 - 277027 Mktg : 277028 & 277029

HR : 04324 - 277273 Cell : 94860 41341 to 41343 Grams : NEWSPRINT



MM/SP/TENDER/242513002037

10<sup>th</sup> July 2024

Dear Sir,

Sub: Procurement of **4200 GAR Steaming (Non Coking) Coal in bulk (Imported) on delivered at TNPL basis for Unit-I & Unit-II through E-Tendering** – reg.

Ref: Our Global Press Tender No. 242513002037 dated 10<sup>th</sup> July 2024

We, Tamil Nadu Newsprint and Papers Limited (TNPL), would like to procure **1,80,000 MT ± 5% of 4200 GAR Steaming (Non Coking) Coal in Bulk (Imported) on delivered at TNPL factory basis for Unit-I & Unit-II through E-Tendering** against the above referred tender. In this connection, please find enclosed the following:

1	Terms and conditions for E-tendering	Annexure – I
2	Qualifying Criteria	Annexure – IA
3	General Terms and Conditions	Annexure – II (A)
4	Specification for Imported Coal	Annexure – II (B)
5	Terms & Conditions	Annexure – II (C)
6	Terms & Conditions for Reverse Auction	Annexure – II (D)
7	Process Compliance Statement	Annexure – II (E)
8	Technical cum Commercial Bid	Annexure – III
9	Price Bid schedule	Annexure – IV

The tenderers are requested to go through the General terms and conditions of the Tender, Terms and Conditions for Reverse Auction (e-auction) and Process Compliance Statement carefully.

The due date for submission of Tender documents including the Technical Cum Commercial Bid along with Tender fee/EMD and the Price bid through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is **23.07.2024 before 03:00 PM. The Technical Cum Commercial Bid will be opened through online portal at 11:00 AM on 24.07.2024.**

Corporate Office : 67, Mount Road, Guindy, Chennai - 600 032.

Fax : 044 - 22350834 / 22354614, Phone : 044 - 22354415 / 16 / 18, 22301094 - 97,

Grams : NEWSPRINT E-mail : [response@tnpl.co.in](mailto:response@tnpl.co.in)/[export@tnpl.co.in](mailto:export@tnpl.co.in), Web : [www.tnpl.com](http://www.tnpl.com)

TNPL – The Corporate Identify Number: L22121TN1979PLC007799



The mark of responsible forestry

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

**TENDER OPENING AND TECHNICAL BID EVALUATION**

- a. Technical Bid opening will be done online and technical evaluation will be undertaken after the due date of submission of online Bid.
- b. TNPL will examine the Technical Bids against the Qualifying criteria and Technical cum Commercial bid given in the Tender document.
- c. Evaluation will be conducted based on the documents submitted by the Bidder. The Bids which did not meet Qualifying criteria will be rejected and further evaluation will not be carried out.
- d. Decision of TNPL is final and no dispute can be raised by any Bidder for rejection of their Bids and no claims on this account will be entertained.
- e. The Bidders whose Bids meet the Eligibility Criteria and Technical specifications of the tender will be called as “Technically Qualified Bidders”.
- f. If any of the documents, required to be submitted along with the Technical Bid is found wanting, the offer is liable to be rejected at that stage. However, TNPL at its discretion may call for any clarification regarding the document within a stipulated time period through e-mail. In case of non-compliance to such queries, the Bid shall be rejected without entertaining further correspondence in this regard.
- g. In case if the Bidder failed to comply with the requirements of TNPL, such Bids will be rejected as “Technically non-responsive”.

The technical offers except price Bid will be opened by TNPL tender opening committee at Purchase section, Kagithapuram through <https://tntenders.gov.in/nicgep/app>.

Please note that the points asked for in Annexure-IA are the qualifying factors of the Tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for Price bid opening and E-reverse auction stage.

**TENDER FINALISATION METHOD:**

The tenderers are advised to note that in the **Price Bid (BOQ)**, they have to quote the rate on **C&F Tuticorin** basis taking the following into consideration.

1. Quantity and quality determination at TNPL site as per terms and conditions of the tender.
2. The contract would be split into 2 parts
  - a) **Purchase order on the Principals/ Lead member for material on C&F Tuticorin basis.**
  - b) **Work order on the authorized agency towards stevedoring, handling up to loading operations at port**
3. **The customs duty would be paid by TNPL.**
4. **Railway freight would be paid by TNPL as per details given in the tender.**
5. Pre-berthing delay, if any, will be to supplier’s account only.

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.

Tenderers are advised to take note of the payment terms given in clause 7 of Annexure II-C – Terms and Conditions



**Note: At the price bid stage, TNPL would adopt the following methodology to finalize the tender.**

1. In the e-tender, the price bids received from the technically qualified bidders will be opened electronically. Opening price shall be fixed by TNPL for E-Reverse auction. Technically qualified bidders only will be allowed to participate in the E-reverse auction process
2. The overall lowest offer received will only be considered for placement of order.

**Note : All the clarification in the document and specification at once shall be requested by E-mail to CGM (Commercial) at [kalyanasundaram.c@tnpl.co.in](mailto:kalyanasundaram.c@tnpl.co.in) / [purchase.fuel@tnpl.co.in](mailto:purchase.fuel@tnpl.co.in)**

TNPL reserve the right to reject any or all tenders at it's own discretion without assigning any reason whatsoever and TNPL is not responsible for any other delay in submission of online bid on due date and time (Server time) through E-tendering portal <https://tntenders.gov.in/nicgep/app>.

Thanking you,

Yours faithfully,

**For TAMIL NADU NEWSPRINT AND PAPERS LIMITED,**

**CHIEF GENERAL MANAGER (COMMERCIAL)**

Encl: as above

**ANNEXURE – I: E-TENDERING TERMS AND CONDITIONS****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.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)****2.0 CONTACT PERSONS:****For queries related to registration and online bidding (NIC):****e-mail : support.etender@nic.in****Contact No.: 044 – 24461505****TNPL Technical support helpdesk contact no. 94894 00798****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.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)****6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:**

**The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. 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 log- in 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 “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 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.

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- 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.



**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)****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 C&F Tuticorin basis in USD per MT. The exchange rate of **Rs.83.50 as on 10.07.2024** will be used for conversion from USD to INR. In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. Technically Qualified Bidders only will be allowed to participate in the E- Reverse auction process. E-reverse auction opening price will be fixed by TNPL in INR. After completion of E-reverse auction, the quoted amount in INR will be converted to USD at the exchange rate of **Rs.83.50**. However, the actual payment will be made as per the clause no.7 of Annexure-II (C) Terms and Conditions.
- 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 reduce from E-reverse auction opening price by a bid decrement of at least INR 20.00 (or its multiples) to reduce its Unit 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, to 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. **The exchange rate of Rs.83.50 as on 10.07.2024** will be used for conversion from INR to USD for arriving at Final CIF price.



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- 11.5 **The electronic Bidding process for E-reverse auction** will have a scheduled start and close time 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/nicgep/app>) by getting their Authorized Representative trained through demo electronic – Reverse Auction schedule at the link <https://demoetenders.tn.nic.in/nicgep/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/nicgep/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.

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- 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

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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.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>Annexure – IA: Qualifying Criteria</b>															
1.	The <b>4200 GAR Steaming (Non Coking) Coal in Bulk</b> offered should conform to TNPL specifications.														
2.	<p><b><u>Submission of Tender Fee and Earnest Money Deposit (EMD):</u></b></p> <p><b><u>TENDER FEE:</u></b> In case, the tenderer has downloaded the tender document from websites, Tender Fee of <b>Rs.590/-</b> is to be remitted through RTGS/NEFT mode</p> <p><b><u>EMD:</u></b> <b>EMD of Rs.10,00,000/- (Rupees Ten Lakhs)</b> should be remitted through RTGS mode .</p> <p>The remittance details of both Tender fee and EMD should also be furnished in the Technical cum Commercial Bid. Further remittance statement / UTR details should be uploaded in the online procurement portal : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></p> <p>Bank details for RTGS payment:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Account Number</td> <td>1152223000000372</td> </tr> <tr> <td>Description</td> <td>CC Account</td> </tr> <tr> <td>Account Name</td> <td>TAMIL NADU NEWS PRINT AND PAPERS LTD</td> </tr> <tr> <td>Corporate Address</td> <td>KAGITHAPURAM, KARUR DISTRICT, TAMIL NADU-639136</td> </tr> <tr> <td>BANK NAME</td> <td>KARUR VYSYA BANK</td> </tr> <tr> <td>Branch address</td> <td>KARUR WEST (L.N.S), ERODE ROAD, LNS POST, KARUR, PIN Code 639002</td> </tr> <tr> <td>IFS Code</td> <td>KVBL0001152</td> </tr> </table> <p>Offers received without EMD are liable for rejection. TNPL will not entertain any request for adjusting the EMD from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.</p>	Account Number	1152223000000372	Description	CC Account	Account Name	TAMIL NADU NEWS PRINT AND PAPERS LTD	Corporate Address	KAGITHAPURAM, KARUR DISTRICT, TAMIL NADU-639136	BANK NAME	KARUR VYSYA BANK	Branch address	KARUR WEST (L.N.S), ERODE ROAD, LNS POST, KARUR, PIN Code 639002	IFS Code	KVBL0001152
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IFS Code	KVBL0001152														
3.	<p><b>Acceptance to provide Performance Bank Guarantee for a value of Rs.5 Crores against Letter of Intent /Purchase order within 15 days from the date of issue of Letter of Intent /Purchase order.</b></p>														
4.	<p><b>Tenderer should have supplied 1,20,000 MT of imported steamed coal of any origin to Industrial Units in India in any one of the Financial Year/ Calendar year in past 3 years, including the current Financial year/ Calendar year and the certificate of the Consumer for quantity and satisfactory contract performance should be furnished. The details to be furnished as per the Appendix-1 enclosed</b></p> <p>The supply quantity should have been performed with vessel size of not less than 40,000 MT per shipment.</p> <p>Tenderer should have <b>positive net worth of Rs.40 Crores as on 31<sup>st</sup> December 2023 / 31<sup>st</sup> March 2023, as applicable</b> (sum of paid up capital and accumulated reserves and surplus).</p> <p><b>Tenderer should have turnover of Rs.300 Crores in any one of the preceding three financial years or calendar year including the current year.</b> The documentary evidence of audited annual Financial Statements or a statement of turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof, for the above. <u>The details to be furnished as per the Appendix-2 enclosed.</u></p>														

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>Annexure – I: Qualifying Criteria</b>	
4. (contd)	<p>In case of foreign bidders, the following documents are to be certified by C &amp; AG Empanelled Category Indian registered Audit firm.</p> <p>a. Audited Financials for 3 latest years together with evidence for filing tax returns / any other statutory regulatory filings.</p> <p>b. Statement of Turnover and Net worth Certificate for three years extracted from the above, issued by the company's Chartered Accountant (CA) or Certified Public Accountant (CPA). <u>The details to be furnished as per Appendix-2 enclosed.</u></p> <p>The performance and financial qualifying criteria is to be met by the <b>bidder</b> on whom the purchase order is to be placed.</p> <p><b>Joint Venture</b> is also allowed with <b>two participants</b>. The Lead member of the Joint Venture shall be an Indian Company. The performance and financial qualifying criteria is to be met by <b>the lead member</b></p>
5.	<p><b><u>Support Letter from the Mines:</u></b></p> <p>In case of submission of offer by an Agent, the tenderer should furnish a copy of support letter from the Mine Owner for offering Non Coking coal (Imported) to TNPL against this tender.</p> <p><b><u>The Mine Support Letter (as per format attached) should have been issued in favour of the supplier on whom the order is to be released and the original support letter should be provided from the Mine Owner.</u></b> The detailed specifications of coal offered against this tender should be furnished in the above support letter.</p> <p><b>The colour scanned original support letter should be sent through e-mail directly from the Mine owner to CGM (COMMERCIAL) – Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram-639 136, Karur District, Tamil Nadu, India at Email ID : <a href="mailto:kalyanasundaram.c@tnpl.co.in">kalyanasundaram.c@tnpl.co.in</a> / <a href="mailto:purchase.fuel@tnpl.co.in">purchase.fuel@tnpl.co.in</a> and the same shall be sent on or before the due date of online submission of bids.</b></p> <p><b>The tender no. shall be provided in the subject of the email, without fail. The colour scanned copy of the mine support letter should be provided in the online bid submission, without fail.</b></p>
6.	<p><b>Acceptance of sampling and analysis given in clause 8 of General terms and conditions.</b></p>
7.	<p>The tenderer should <b>commit to supply the entire tender quantity</b> and confirm the delivery schedules given in the tender.</p>
8.	<p>Acceptance of Price validity / Delivery schedule, as per tender terms</p>
9.	<p>Submission of tender within the due date and time through Online portal, as per the server time.</p>
<p><b><u>NOTE:</u></b></p> <p><b>The bidders are advised to upload the respective documents in the online portal <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b></p> <p>Tenderers who do not comply with the above conditions will not be qualified in the tender for further processing.</p>	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE – II (A) – GENERAL TERMS AND CONDITIONS</b>	
1	<b><u>PURCHASER:</u></b> Purchaser means Tamil Nadu Newsprint and Papers Limited having its Registered Office at No 67, Mount Road, Guindy, Chennai 600 032. The term Purchaser includes successors and assigns of Tamil Nadu Newsprint and Papers Limited.
2	<b><u>SUPPLIER:</u></b> Supplier means the persons, firm or corporation to which the contract is addressed. The term supplier includes its successors and assigns.
3	<b><u>COMPLETE AGREEMENT:</u></b> The order/contract to be finalized including the terms and conditions, the work specifications hereto and any additional terms and conditions incorporated into and attached hereto.
4	<b><u>MATERIAL &amp; QUANTITY:</u></b> Steaming (Non Coking) Coal in Bulk (Imported) – 4200 GAR Quantity: <b>1,80,000 MT ± 5% (1,50,000 MT ± 5% for Unit-I &amp; 30,000 MT ± 5% for Unit-II)</b> <b><u>Origin:</u></b> Indonesian. TNPL reserves the right to alter the number of shipments and quantity of procurement based on its requirement. <b>TNPL at its own discretion shall alter the quantity requirement between Unit-1 and Unit-2 (vice versa), without any variation in the overall quantity. TNPL only reserves the right for the option of exercising the tolerance (± 5%)</b>
5	<b><u>PRICE:</u></b> The price should be quoted on <b>C&amp;F Tuticorin</b> basis inclusive of all port charges (both loading and unloading ports), vessel demurrage charges and all other incidental expenses such as pilotage and berth hire charges, light dues, harbour dues, other taxes, assessment, night/holiday charges and other charges with respect to the vessel at port of discharge. In case of customs duty relating to Anchorage, Lightrage and barging & Vessel demurrage charges etc., the same has to be paid by supplier.
6	The price quoted and accepted against the tender would be FIRM for the entire duration of the contract.
7	The price quoted is also inclusive of all rights (if any) of patent, registered design or trade mark and the Supplier shall indemnify the Purchaser against all claims in respect of the same.
8	<b><u>SAMPLING AND ANALYSIS:</u></b> Each consignment should be accompanied by certification of Sampling and Analysis as per IS/ISO//ASTM Standard or any other International Standards mutually agreed upon. The certificate shall contain the necessary details including conformity of size stipulations of contract. The certificate shall be arranged by the Supplier at his cost. On arrival of the consignment at TNPL site, the 3 <sup>rd</sup> party Inspection Agency to be appointed by TNPL shall draw samples in the presence of the representatives of Purchaser and Supplier. <b>All analysis shall be in accordance with the following standard test methods. Testing of the Total moisture shall be done on daily basis for the coal received through Railway rakes and trucks. This test will be carried out by third party testing agent in presence of Buyer's and seller's representative only once. Retest will not be entertained on either side.</b> Mechanical Sampling Procedure: IS 436(Part I / Section II). <b>TNPL has installed an Automatic Coal Sampler in the Coal Conveyor for collecting sample and sampling would be done with Automatic Coal Sampler only in both Unit I &amp; II. Total Moisture would be tested on daily basis. Note: In Unit I: For truck receipts ,total moisture will be done on daily basis and quality parameters will be tested on lot wise basis. Note: For Unit II Total Moisture would be tested on daily basis and other quality parameters would be tested for every lot of 1500 MT (approximately) Test report would be prepared on weighted average basis for whole shipment/Lot.</b> NOTE: In case of any break down of the mechanical sampling system, TNPL would follow manual sampling procedure as per IS 436(Part I / Section I). Total Moisture: ISO 589 : 2008 (E) Method – B2 <b><u>Moisture(Inherent):</u></b> IS 1350 (Part-I) – 6.3.2 Method II <b><u>Volatile Matter:</u></b> IS 1350 (Part-I) – 7 <b><u>Ash:</u></b> IS 1350 (Part-I) –8 / Fe <sub>2</sub> O <sub>3</sub> in Coal Ash : IS 1355: 1984 & IS 1493 (Part I) - 8.5 <b><u>Sulphur :</u></b> Sulphur (ADB) in Imported Coal - IS 1350 (Part - III) <b><u>Size:</u></b> Sieve analysis of Imported Coal will be tested as per the standard ASTM D4749-87.



**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b>													
	<p><b>Gross Calorific Value:</b> ISO 1928.</p> <p>One part will be analysed by the 3<sup>rd</sup> party Inspection Agency at TNPL lab in the presence of TNPL and seller and this will be binding on all parties.</p> <p>Second part to be retained as referee sample under joint lock under the custody of 3<sup>rd</sup> party Inspection Agency and TNPL for a period of 3 months for reference.</p> <p>The final results of analysis given by the 3<sup>rd</sup> party Inspection Agency carried out at TNPL with the first part of sample will be binding on both Purchaser and Supplier for all purposes including payment.</p> <p>The charges incurred for conducting discharge port analysis and at TNPL site by the 3<sup>rd</sup> party Inspection Agency shall be borne by Purchaser.</p> <p>The Supplier shall furnish a certificate of sampling and analysis issued at the load port, stating the following to the Purchaser.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">1. Gross Calorific Value (ARB)</td> <td style="width: 25%;">2. Total Moisture (ARB)</td> <td style="width: 25%;">3. Inherent Moisture (ADB)</td> <td style="width: 25%;">4. Ash (ADB).</td> </tr> <tr> <td>5. Volatile Matter (ADB).</td> <td>6. Fixed Carbon (ADB).</td> <td>7. Sulphur (ADB).</td> <td>8. Size of Coal</td> </tr> <tr> <td>9. Hard Groove Index</td> <td colspan="3"><b>10. Fe<sub>2</sub>O<sub>3</sub> in Coal Ash (OD)</b></td> </tr> </table>	1. Gross Calorific Value (ARB)	2. Total Moisture (ARB)	3. Inherent Moisture (ADB)	4. Ash (ADB).	5. Volatile Matter (ADB).	6. Fixed Carbon (ADB).	7. Sulphur (ADB).	8. Size of Coal	9. Hard Groove Index	<b>10. Fe<sub>2</sub>O<sub>3</sub> in Coal Ash (OD)</b>		
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5. Volatile Matter (ADB).	6. Fixed Carbon (ADB).	7. Sulphur (ADB).	8. Size of Coal										
9. Hard Groove Index	<b>10. Fe<sub>2</sub>O<sub>3</sub> in Coal Ash (OD)</b>												
9	<p><b>VALIDITY:</b></p> <p>The rate should be valid for a period of 60 days from the date of opening of the Techno-Commercial bid. No tenderer 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 tenderer due to withdrawal of offer by him.</p>												
10	<p><b>FORCE MAJEURE:</b></p> <p>If, at any time during the continuance of the contract, the performance in whole or in part of any obligations under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, floods, explosions, epidemics, quarantine restrictions or other acts of God, Acts of Government in the country of Origin(hereinafter referred to as eventualities) then provided notice of the happening of any such eventualities is given by the Supplier within 7 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract not shall have any claim for damages against the other. Deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that if the performance in whole or part by the Supplier or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 30 days, TNPL may at its option terminate this contract by notice in writing.</p>												
11	<p><b>LIQUIDATED DAMAGES(LD) CLAUSE:</b></p> <p>In the event of Supplier's failure to ship the material and ensure the arrival of the Shipment at Discharge port within the delivery schedule given in the PO, the Supplier shall have to pay Liquidated Damages a sum equivalent to Half percent of the C&amp;F price of material, which the Supplier had failed to ship as aforesaid, for each and every week (part of a week being treated as a full week) during which the material is not arrived at the Discharge Port after the contracted shipment period provided in the clause no.5 of Annexure–II (C)- Terms and Conditions. However, such liquidated damages shall not apply to any period of extension granted by the Purchaser under Force Majeure conditions. The total liquidated damages shall not exceed five percent (5%) of the contract price of the material so delayed.</p> <p><b>Out Of Charge (OOC)</b> from Customs shall be obtained immediately upon berthing of vessel at delivery port. In case of delay in obtaining OOC beyond 2 days, additional no of days taken for obtaining OOC will also be considered in addition to delay in arrival of vessel, if applicable for the purpose of calculation of <b>LIQUIDATED DAMAGES (LD)</b>. However, if OOC is obtained on or before the delivery schedule given in the PO, LD will not be applicable.</p>												



**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b>	
	<p>In case of any delay in rake movement to Unit-1, kagithapuram and Truck movement to Unit-2, Mondipatti from the schedule provided by TNPL, the number of days delay will also be considered in addition to delay in arrival of vessel and delay in obtaining OOC for purpose of calculation of Liquidated Damages, as the delivery to the plant is critical for smooth operation of the plant.</p> <p>The Purchaser will also be at liberty to cancel the order/resort to Risk Purchase as per the terms of the tender, if the supply is not completed within the accepted delivery notwithstanding the liquidity damages applicable for the belated supplies.</p>
12	<p><b><u>PENALTY FOR SUPPLY OF COAL WITH SHALES AND STONES:</u></b>                      In case the material supplied is found contaminated with shales and stones, such rejects would be segregated and the additional cost incurred for segregation of shales and stones will be debited from Supplier's stevedoring bills. Also TNPL reserves the right to reject the entire cargo of such contaminated supplies.</p>
13	<p><b><u>DAMAGE OCCURRED DURING UNLOADING:</u></b>                      In case of any damage occurs during unloading of material at TNPL site due to Material problem (High moisture, Lumps, More fines, over loading of wagon etc.), the cost incurred to repair the damage occurred (<u>material cost, Additional manpower engaged, railway DC charges</u>, if any )will be debited to supplier account</p>
14	<p><b><u>GUARANTEE:</u></b>                      The Supplier shall warrant that the material supplied shall comply fully with the specifications laid down. If material supplied is not in conformity with the conditions as laid down in Clause No 1 of Annexure II (B), the Purchaser shall recover the customs duty, railway freight etc., already made for the rejected quantity.                      The decision of the Purchaser in regard to the Supplier's liability under this guarantee shall be final and conclusive.</p>
15	<p><b><u>PERFORMANCE BANK GUARANTEE:</u></b>                      The successful bidder should provide a <b>Bank Guarantee for a value of Rs. 5 crores</b> towards performance within 15 days from the date of issue of Letter of Intent / Purchase Order as per our standard format <u>valid for a period of twelve (12) months</u> from the date of order through any reputed Bank in India or any 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. <b>Please note that delay in submission of Performance Bank Guarantee shall be treated as unsatisfactory performance against the order / contract.</b></p>
16	<p><b><u>EARNEST MONEY DEPOSIT(EMD):</u></b>                      All the bidders are required to pay an <b>EMD of Rs.10,00,000/-(Rupees Ten Lakhs)</b> by RTGS and upload the remittance Statement along with UTR in the online procurement portal. <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></p> <ul style="list-style-type: none"> <li>. Offers received without EMD are liable for rejection.</li> <li>- The EMD amount will not bear any interest.</li> <li>- TNPL will not entertain any request for adjusting the EMD from the tenderer's due/ running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.</li> <li>- In case of withdrawal of offer within the validity period of the offer or before finalization of the order, the EMD amount paid will be forfeited.</li> <li>- The EMD amount of the successful bidder will be converted into interest free security deposit. The EMD of the unsuccessful bidders will be returned after finalization of the tender.</li> <li>-</li> </ul>
17	<p><b><u>SECURITY DEPOSIT:</u></b>                      In the event of an order, the EMD amount of the successful bidder will be converted into interest free <u>security deposit and will be returned on successful completion of order including completion of final assessment at Customs</u>. In the event of cancellation of order due to unsatisfactory performance of the supplier, the security deposit amount shall stand forfeited.</p>

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b>	
18	<p><b><u>TRANSFER AND SUBLETTING:</u></b>                      The Supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly, without the previous written permission of the Purchaser.                      The Supplier shall be entirely responsible for the execution of the contract by the subcontractor, if any permitted by the Purchaser. For this purpose, the Supplier shall at his own cost ensure adequate inspection of their works by an independent organisation acceptable to the Purchaser.</p>
19	<p><b><u>ACCEPTANCE OF SUPPLY:</u></b>                      In the event of an order, the Imported Coal supplied will be tested as per the above clause and analysis report of the Independent Inspection Agency at TNPL site will be final and TNPL's decision on acceptance or rejection will be final and binding on the supplier.</p>
20	<p><b><u>REJECTION OF MATERIAL:</u></b>                      If the consignment of coal is rejected due to non conformity of the specifications as detailed in clause 8 "<b>Sampling and Analysis</b>" of Annexure II (A) "<b>General Terms &amp; Conditions</b>", the Supplier shall reimburse the expenditure incurred by TNPL towards Customs Duty, Stevedoring charges (expenses from the date of rejection), wharfage charges, transportation and handling charges if any from Discharge Port to Plant Site at Kagithapuram and other charges within a week, on receipt of intimation from TNPL and clear the consignment from TNPL site.</p>
21	<p><b><u>CANCELLATION:</u></b>                      In the event of unsatisfactory performance in executing the order as per the terms, the order is liable for cancellation. In the event of cancellation, the Security Deposit will be forfeited. TNPL also reserves the right to exercise the Risk Purchase Option given in Clause (22) of the Tender.</p>
22	<p><b><u>RISK PURCHASE:</u></b>                      In the event of Purchaser terminating the contract in whole or in part due to poor performance of the supplier, he may procure on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the Supplier shall be liable to the Purchaser for any excess costs for similar supplies. However, in case of part termination of contract by the Purchaser, the Supplier shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.</p>
23	<p><b><u>MARINE RISK INSURANCE:</u></b>                      Marine Insurance will be arranged by TNPL at our cost. The supplier should intimate the shipment details to us and our Insurance Company along with copy of B/L by FAX/E-MAIL on the same date of B/L.</p>
24	<p><b><u>CORRESPONDENCE:</u></b>  <b>All correspondences concerning the Tender shall state the Tender number and shall be addressed to CHIEF GENERAL MANAGER (COMMERCIAL)– Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram – 639 136, Karur District, Tamil Nadu, India.</b></p>
25	<p><b><u>JURISDICTION FOR LEGAL PROCEEDINGS:</u></b>                      Notwithstanding anything contained herein, it is hereby agreed that only the <b>Courts at Chennai</b> shall have exclusive jurisdiction for the adjudication of any disputes between the parties hereto, to the specific exclusion of all other courts.</p>

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b>	
26	TNPL reserves the right to split the order on more than one vendor. TNPL also reserves the right to place order for full tender quantity or part quantity thereof.
27	TNPL is not bound to accept the lowest quotation and TNPL may accept (or) reject the lowest quotation or any quotation at its own discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher.
28	<b><u>FINANCIAL STATUS:</u></b> Please give your <b>sales turn over for the past 3 years for the Financial (or) Calendar years</b> (as applicable) along with supporting documents. Tenderers should provide an audited balance sheet / IT returns acknowledgement copies without fail.
29	<b><u>INFORMATION / DOCUMENTS:</u></b> Tenderer should provide true and correct information/documents wherever asked for in the tender. At any point of time, if the information/supporting documents provided by the tenderer is found to be false/fabricated, tenderer's offer shall be disqualified automatically.
30	<b><u>ARBITRATION:</u></b> If at any time, any question, dispute or difference whatsoever shall arise between TNPL and supplier arising out of or in connection with the contract, the parties thereto shall use their best efforts to settle such question, dispute or difference amicably by mutual negotiations. Should agreement not reached, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration by two arbitrators, one of whom will be nominated by Contractor and the other by TNPL. The said two arbitrators, will before entering upon arbitration, appoint an umpire, to decide on questions of disputes or differences on which the two arbitrators may differ. Award by the Arbitrators/Umpire shall be final and binding on both the parties.
31	<b><u>Accidental Risk Coverage :</u></b> In case representative of supplier or transporter nominated by supplier met with an accident inside or outside our mill premises, supplier shall take sole responsibility to make arrangements for the medical treatment of the person injured in a good hospital and the Hospitalization expense shall be fully borne by the supplier. In case if the supplier fails to do so, the Hospitalization expense shall be debited to Supplier's Stevedoring Bills.
32	The tenderers are permitted to deal only with <b>Purchase Department</b> .

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**
**Steaming (Non Coking) Coal in bulk (Imported)  
ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL**

**SPECIFICATION FOR IMPORTED COAL:** Tenderer should be in position to supply the material as per TNPL specification given below:

Description	Specification	Total Rejection Level	Rate Penalty / Quantity adjustment
Gross Calorific Value(Kcal/Kg) (ARB)	4200	-	(Rate Penalty below 4200 GAR)
Inherent Moisture (ADB)	Max 16%	-	-
Total Moisture (ARB)	32%	<b>Above 40%.</b>	Quantity deduction above 32%
Ash (ADB)	Max 6%	-	Quantity deduction above 6%
Sulphur (ADB)	<1%	-	(Rate Penalty for above 1%)
Volatile Matter (ADB)	38 to 45%	<b>Above 45%</b>	-
Initial Deformation Temperature (IDT) In Reducing Atmosphere	Above 1200° C	-	-
Ash Fusion Temperature (AFT) In Reducing Atmosphere	Above 1350° C	-	-
Hard Grove Index (No.)	<50	-	-
Fines Content (minus 3mm)	<b>Max 20%</b>	-	Quantity deduction above 20%
Fe <sub>2</sub> O <sub>3</sub> in Coal Ash (OD)	6 to 8%	-	-
FC/VM Ratio	Max 1.2	-	-

(ADB – Air Dried Basis, ARB – As Received Basis, OD – Oven Dried)  
**Specifications are as per analysis at TNPL lab**

**NOTE:**

a) Size: 0 to 50mm.

- Size analysis in percentage of coal offered in various sieve sizes to be provided in your offer.

b) Ratio of Fixed Carbon/Volatile Matter **should be between 0.9 and 1.2.**

The **consignment** would be totally rejected in case of supplies exceeding the rejection levels for, Total Moisture and Volatile Matter

The Quantity and C&F Rate per MT shall be adjusted as follows based on quantity and quality determined at TNPL site.

**GROSS CALORIFIC VALUE BELOW 4200 AND UP TO 3950 (GCV):**

Prorata adjustment will be made for GCV on GAR below 4200 and up to 3950 Kcal/kg (GAR), as per the formula given below.

Adjusted <b>C&amp;F</b> Rate	=	$\frac{\text{Actual GAR}}{4200}$	X	<b>C&amp;F Rate</b> as per Purchase Order
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**GROSS CALORIFIC VALUE BELOW 3950 (GCV):**

Prorata adjustment will be made for GCV on GAR below 3950 Kcal/kg (GAR), as per the formula given below.

Adjusted C &F rate = C&F rate – {((250/4200) x C&F rate) + ((3950 - Actual GAR)/4200 x 2 x C&F rate)}

**Note: No premium for GCV above 4200 GAR.**

**Steaming (Non Coking) Coal in bulk (Imported)  
ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL**

**TOTAL MOISTURE ABOVE 32% AND UPTO 34% (ARB):**

For total moisture above 32% and up to 34%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Adjusted Quantity	=	Quantity Received	X	$\frac{132 - (1.0 \times \text{Actual Moisture})}{100}$
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**TOTAL MOISTURE ABOVE 34% AND UPTO 40% (ARB):**

For total moisture above 34% and up to 40%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Adjusted Quantity	=	Quantity Received	X	$\frac{132 - (1.1 \times \text{Actual Moisture})}{100}$
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**Final price payable will be based on the adjusted Quantity.**

**TOTAL MOISTURE ABOVE 40%:**

**In case of Total Moisture exceeding 40%, the consignment will be rejected**

**Note: No upward increase in quantity would be accepted in case the Total Moisture received is below 32 % (ARB).**

**Ash content above 6% and up to 10% (ADB):**

**Quantity adjustment for Ash Content above 6% and up to 10% (ADB):**

For Ash content above 6% and up to 10%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Quantity Reduction	=	Quantity Received	X	$\frac{(\text{Actual ash} - 6)}{100}$
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**Ash content above 10% (ADB):**

For Ash content above 10%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Quantity Reduction	=	2 x Quantity Received	X	$\frac{(\text{Actual ash} - 6)}{100}$
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**Fines Content:**

**Quantity adjustment for Fines Content above 20% and up to 25% :**

For Fines content above 20% and up to 25%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Quantity Reduction	=	0.2 x Quantity Received	X	$\frac{(\text{Actual Fines} - 20)}{100}$
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**Quantity adjustment for Fines Content above 25% :**

For Fines Content above 25%, the adjusted Quantity of each consignment will be worked out as per the following formula.

Quantity Reduction	=	0.25 x 2 x Quantity Received	X	$\frac{(\text{Actual Fines} - 20)}{100}$
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**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

<b>Steaming (Non Coking) Coal in bulk (Imported)</b> <b>ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL</b>	
	<b>Sulphur (ADB) – Rate adjustment for Sulphur above 1%</b>
e)	If the Sulphur content exceeds 1.0%, penalty @ USD 0.25/MT on C&F Price for every 0.1% increase or part thereof will be levied
3	Note : For the purpose of assessment of Coal quality, the sample shall be taken from each rake through Automatic coal sampler (or) each truck through manual sampling. The analysis shall be done for each rake at Unit-1, lot basis for truck receipts at Unit-1, Kagithapuram and on Lot basis at Unit-2, Mondipatti, as specified. The third party inspection report at Unit-1 and Unit-2 shall be issued on weighted average basis for the entire shipment. However, if BL/BOE/LC for the shipment is split into 2 or 3 parts, separate TPI report shall be issued
4	Supplier may depute separate representative for witnessing weighment, sampling and analysis at TNPL Unit-I-Kagithapuram and Unit-II-Mondipatti. Free Boarding and Lodging for representatives would be provided by TNPL for both units. In case any delay in deputing supplier representative for witnessing the coal testing at TNPL site, TPI agency shall carryout the testing and declare the result. No dispute can be entertained after the declaration of result by TPI agency.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**
**ANNEXURE - II (C)- TERMS AND CONDITIONS**

1	<p><b>SCOPE OF WORK:</b>  <b>Unit I, Kagithapuram:</b>                  Supply of Steaming (Non Coking) Coal in Bulk (Imported) on C&amp;F Tuticorin basis and arrange delivery of the material at TNPL Unit-I site at Kagithapuram by <b>Wagons</b>. <b>The total shipment quantity shall be transported through railways rakes and the balance left over quantity, which is less than one rake (3600 MT) shall be transported through Trucks.</b></p> <p><b>Unit II, Mondipatti:</b>                  Supply of Steaming (Non Coking) Coal in Bulk (Imported) and arrange for delivery of the material at TNPL Unit II site at Mondipatti (Near Trichy) by road through trucks.</p> <p>The Scope of the Successful Bidder shall include arranging vessels, stevedoring, handling, storage, port clearances, coordination with railways, arranging Railway rakes, loading, transportation and delivery at TNPL Unit-1 / Unit-2 site. Unloading of Coal from railway wagons at TNPL Unit-1 and Trucks at Unit-2 shall be arranged by TNPL. <u>All Co-ordination activities for clearing and forwarding of the consignments with Customs, Railways co-ordination for rake loading, Coordination with Customs officials to complete the assessment of the shipment and any other statutory authorities shall also be part of the Scope of Work of the Successful Bidder.</u></p>
2	<p><b>QUANTITY:</b>  <b>Unit I: 1,50,000 MT ± 5%. &amp; Unit II: 30,000 MT ± 5%.</b></p> <p>TNPL reserves the right to alter the number of shipments and quantum of procurement based on requirement. <b>TNPL at its own discretion shall alter the quantity requirement between Unit-1 and Unit-2 (vice versa), without any variation in the overall quantity.</b></p>
3	<p><b>The tenderers are advised to note the following:</b></p> <p>a) The applicable Customs Duty paid by us would be limited only to the actual quantity received at TNPL and in case of any short delivery; the excess customs duty and cess paid would be recovered from the stevedoring bills.</p> <p>b) <b>The Railway freight would be paid by TNPL through e-payment for TNPL Unit-1, Kagithapuram, Karur District.</b> Bidder shall endeavor to load the wagons to the maximum capacity as allowed by Indian Railways. However, the freight would be restricted to the actual quantity received at TNPL site and any excess railway payment done due to Under-loading, Over loading/ any other penalty charged in Railway Receipt (RR) shall be recovered from Stevedoring Bills (Ref. Clause no.24). The applicable Railway freight (prevailing rate from Tuticorin to Pugalur) would be paid by TNPL subject to the maximum of Rs.797.20/MT (Exclusive of GST). Any extra freight will be to suppliers' account.</p> <p>c) TNPL wagon tippler weight will be considered for all payment purpose. (TNPL will not be responsible for any weight difference between the Railway Receipt and the actual received weight at TNPL site).</p> <p>d) The detailed scope on the railway rake loading to Unit-1, Kagithapuram is provided in the clause no.24.</p> <p>e) Transportation of coal to Unit-1, Kagithapuram should be done only through rakes. Trucks transportation to Unit-1, to be done only with the prior approval of TNPL.</p> <p>f) <b>In case of movement by road through trucks to Unit I, TNPL shall reimburse the actual road movement freight charges, Subject to maximum of Rs.797.20/MT (Prevailing railway freight) or the actual road movement freight whichever is lower. Any extra freight will be to suppliers' account. Applicable GST will be paid extra. However, it requires prior approval of TNPL for Unit Rate per MT.</b></p> <p>g) <b>The VOC Port, Tuticorin has agreed to a Special rate of Rs.205 / MT for TNPL, which is to be paid to VOC Port directly by the Stevedoring agent. However, in case of any revision in the Stevedoring charges, the actual charges, as applicable needs to be remitted to VOC port by the Stevedoring agent. TNPL will either pay Rs.205/MT or actual charges, as applicable towards stevedoring and handling. Applicable GST shall be paid extra. The above special rate for stevedoring and handling charges are applicable only for Direct shipment / High sea sales. A separate work order will be released for stevedoring and handling. Additional charges for port handling if any are to be borne by the supplier only.</b></p> <p>h) Pre-berthing delay, if any, will be to supplier's account.</p> <p>i) During unloading at TNPL Site, in case of delay in unloading due to high moisture, shales, over loading of wagons etc., the demurrage charges shall be borne by supplier.</p> <p>j) All other charges like demurrage / despatch, overloading/under loading charges etc as applicable for Port and Railways shall be to the account of Seller. Any delay/detention of Rakes at TNPL siding shall be to the account of TNPL.</p>



**ANNEXURE - II (C)- TERMS AND CONDITIONS**

3 (Cond)	<p><b><u>Transportation for Unit II:</u></b></p> <p>For TNPL Unit-2, Mondipatti transportation of material should be done through Trucks. Freight charges @ <b>Rs.740/MT</b> would be paid for road transportation of Coal from Tuticorin Port to TNPL Unit II, Mondipatti. Supplier has to nominate their transporter on whom TNPL will issue work order for road transportation. Transporter shall provide one original and 2 photo copies of Goods Consignment note and invoice copy for claiming payment. Applicable GST will be extra to TNPL account.</p> <p>No escalation in the above road freight on any account will be considered during the contract period.</p>																								
4	<p><b><u>DELIVERY FROM PORT TO FACTORY SITE:</u></b></p> <ul style="list-style-type: none"> <li>- Delivery of the 1<sup>st</sup> rake should immediately on arrival of the vessel and the entire cargo should be delivered as per the schedule of requirement provided by TNPL from time to time.</li> <li>- In case of any delay in rake movement to Unit-1, Kagithapuram and Truck movement to Unit-2, Mondipatti from the schedule provided by TNPL, the no. of days delayed will also be considered in addition to delay in arrival of vessel and delay in obtaining OOC for purpose of calculation of Liquidated Damages, as the delivery to the plant is critical for smooth operation of the plant.</li> <li>- In case of delay in delivery, TNPL is at liberty to impose suitable penalty and the decision of TNPL on this matter is final.</li> </ul> <p>The entire cargo of the shipment should be delivered only to TNPL and no part to be diverted to any other customer.</p>																								
5	<p><b><u>DELIVERY SCHEDULE:</u></b></p> <p>TNPL requires the material strictly as per the following schedules. Delivery is the essence of the contract and the supplier should strictly adhere to the delivery schedule given below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3"><b><u>Unit – I, Kagithapuram, Karur District</u></b></th> </tr> <tr> <th style="width: 10%;">Sl.no</th> <th style="width: 40%;">Description</th> <th style="width: 50%;">Delivery Schedule</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>1<sup>st</sup> Shipment - ETA Tuticorin</td> <td style="background-color: yellow;"><b>45,000 MT – By 10<sup>th</sup> September 2024</b></td> </tr> <tr> <td style="text-align: center;">2</td> <td>2<sup>nd</sup> Shipment - ETA Tuticorin</td> <td style="background-color: yellow;"><b>45,000 MT – By 01<sup>st</sup> October 2024</b></td> </tr> <tr> <td style="text-align: center;">3</td> <td>3<sup>rd</sup> Shipment - ETA Tuticorin</td> <td style="background-color: yellow;"><b>60,000 MT – By 25<sup>th</sup> October 2024</b></td> </tr> </tbody> </table> <p style="background-color: yellow;"><b>As per the delivery schedule, tenderer should plan accordingly during bidding. The vessel nomination should be done within 7 days from the date of issue of LOI / order.</b></p> <p>After commencement of vessel loading supplier should provide the details of quantity loaded on daily basis through mail. Liquidated damages for delay in shipment shall be applicable as per the clause no.11 of Annexure II (A) General terms and conditions.</p> <p><b>Out Of Charge (OOC)</b> from Customs shall be obtained immediately upon berthing of vessel at discharge port. In case of delay in obtaining OOC beyond 2 days, additional no of days taken for obtaining OOC will also be considered in addition to delay in arrival of vessel, if applicable for the purpose of calculation of <b><u>LIQUIDATED DAMAGES (LD)</u></b>. However, if OOC is obtained on or before the delivery schedule given in the PO, LD will not be applicable.</p> <p><b><u>Rake loading should be done for Unit-1, as per TNPL requirement, without fail.</u></b></p> <p><b><u>Unit – II, Mondipatti, Trichy District</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl.no</th> <th style="width: 40%;">Description</th> <th style="width: 50%;">Delivery Schedule</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>1<sup>st</sup> Shipment - ETA Tuticorin</td> <td style="background-color: yellow;"><b>15,000 MT – By 10<sup>th</sup> September 2024</b></td> </tr> <tr> <td style="text-align: center;">2</td> <td>2<sup>nd</sup> Shipment - ETA Tuticorin</td> <td style="background-color: yellow;"><b>15,000 MT – By 01<sup>st</sup> October 2024</b></td> </tr> </tbody> </table>	<b><u>Unit – I, Kagithapuram, Karur District</u></b>			Sl.no	Description	Delivery Schedule	1	1 <sup>st</sup> Shipment - ETA Tuticorin	<b>45,000 MT – By 10<sup>th</sup> September 2024</b>	2	2 <sup>nd</sup> Shipment - ETA Tuticorin	<b>45,000 MT – By 01<sup>st</sup> October 2024</b>	3	3 <sup>rd</sup> Shipment - ETA Tuticorin	<b>60,000 MT – By 25<sup>th</sup> October 2024</b>	Sl.no	Description	Delivery Schedule	1	1 <sup>st</sup> Shipment - ETA Tuticorin	<b>15,000 MT – By 10<sup>th</sup> September 2024</b>	2	2 <sup>nd</sup> Shipment - ETA Tuticorin	<b>15,000 MT – By 01<sup>st</sup> October 2024</b>
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**ANNEXURE - II (C)- TERMS AND CONDITIONS**

5	<p><b>Note: Minimum 500 MT/ day shall be delivered to our Unit II by Road through trucks.</b> In case of any delay in transportation of the committed quantity of imported coal available at Port to Unit-2, TNPL shall place the trucks through their authorized transporter at the suppliers risk and the stevedores should load the trucks accordingly. <b>Additional charges incurred by TNPL over and above the transportation rates (Rs.740/MT) finalized for Unit-2 shall be deducted from the supplier's stevedoring bills. In exigency case, based on the availability of imported coal at Unit-1, TNPL shall transport the imported coal from Unit-1, Kagithapuram to Unit-2, Mondipatti, due to delay in shipment / failure to transport the committed quantity of material from Port to Unit-2. The entire charges incurred for the transportation from Unit-1 to Unit-2 will be to the account of the supplier.</b></p> <p>Before effecting the shipment, acceptance of TNPL should be obtained by the supplier for the vessel nomination and the period of ETA at discharge port. <b>TNPL reserves the right to alter the shipment schedules depending on the requirement. The shipment schedule mentioned above or subsequent modifications issued, if any, has to be strictly complied.</b></p> <p>Data required for CIMS registration shall be provided as specified in the clause no.23</p>
6	<p><b><u>METHOD OF INVOICING:</u></b>                  Material shall be invoiced initially based on the draft survey weight at the loading port by an Independent Agency at the cost of the Supplier for customs duty assessment. <u>As premium is not applicable for the GCV above 4200 GAR, the unit rate of the imported coal in the commercial invoice to be issued for assessment at Customs shall be restricted to maximum of Unit rate in Purchase order. TNPL prefers to carry out the direct assessment of the shipments. Bill of Entry to be filed with direct assessment for the imported coal, by submission of all original mandatory documents. Completion of the final assessment for the shipments is the sole responsibility of the supplier or their authorized agent. BOE</u></p> <p>However, Quantity as per TNPL wagon tippler weight and quality as per 3rd party inspection agency's sampling &amp; analysis conducted at TNPL end shall be conclusive and form the basis for the Invoice to be submitted for payment purposes. The third party inspection report shall be issued on weighted average basis for the entire shipment. <u>Supplier may depute their representative for witnessing weighment, sampling and analysis at TNPL factory. Free Boarding and Lodging for one representative would be provided by TNPL. Separate representative to be deputed to Unit-1 and Unit-2 for witnessing the weighment, sampling and analysis. In case of any delay in deputing supplier representative for witnessing the coal testing at TNPL site, TPI agency shall carry out the testing and declare the results. No dispute can be entertained after the declaration of the result by the TPI agency.</u></p> <p><b><u>Documents for Customs Duty:</u></b>                  For supplies from Association of South East Asian Nations (ASEAN) countries, we are entitled to avail concessional import duty. Therefore, in case of supplies from ASEAN, the supplier should provide necessary <b>CERTIFICATE OF ORIGIN (FORM AI)</b> in the prescribed format to avail applicable concessional Import Duty. Otherwise TNPL would recover the additional duty amount paid to customs if any from the Supplier's due payment. <b>The AIFTA certificate of Origin to be issued at the time of exportation or within three working days from the date of shipment. In exceptional cases of delay in issuing the AIFTA certificate of origin within three workings days from the date of shipment, AIFTA certificate to be issued retroactively, bearing the word ISSUED RETROACTIVELY.</b></p> <p><b><u>CUSTOMS DUTY:</u></b>  <b>Single assessment would be made for every shipment based on the BL quantity and Load port analysis report. After the completion of supply and analysis at our plant, duty assessment would be arrived based on the quantity received and the results analysed (quality) at our plant. In case, the duty amount arrived is lower than the initial duty paid by us, the excess duty and cess paid by TNPL would be debited in the supplier's stevedoring bills.</b></p>

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)****PAYMENT TERMS:****Direct Shipment-LC opening**

1. In case of foreign, Letter of credit (LC), 100 % Payment will be made through sight / Usance LC (even though LC opened in Usance, supplier will be paid at sight)
2. LC shall be issued for the individual shipments, based on the receipt of complete Load port documents, performance bank Guarantee along with the LC request from the supplier by providing all necessary documents such as Proforma Invoice, Bank details, KYC etc.
3. After providing the documents as per the point No.2, LC shall be opened within minimum 7 bank working days and during this period, the movement of coal from Port to TNPL site needs to be done as per the schedule of requirement of TNPL without insisting for LC.
4. LC will not be opened prior to completion of vessel loading at load port
5. All openers' bank charges are to the account of applicant and all other charges are to the account of the supplier.
6. Discounting charges (interest) from the acceptance of Bill of Exchange are to the account of openers for Usance period

**High Sea Sale (HSS) LC opening**

1. In case of Inland Letter of Credit, 100% Payment will be made through sight / Usance LC (even though LC opened in Usance, supplier will be paid at sight).
2. LC shall be issued for the individual shipments, based on the receipt of complete Load port documents, HSS agreement, performance bank Guarantee along with the LC request from the supplier by providing all necessary documents such as Proforma Invoice, Bank details, KYC etc.
3. After providing the documents as per the point No.2, LC shall be opened within minimum 7 bank working days and during this period, the movement of coal from Port to TNPL site needs to be done as per the schedule of requirement of TNPL without insisting for LC.
4. LC will not be opened prior to completion vessel loading at load port
5. All openers' bank charges are to the account of applicant and all other charges are to the account of the supplier.
6. Discounting charges (interest) from the acceptance of Bill of Exchange are to the account of openers for Usance period
7. In case supplies made on High Sea Sale basis, payment will be effected in Indian Rupees at the inter banking closing cash rate (after deducting cash spot from spot rate) prevailing on the date of Bill Of Entry. If Bill of Entry date falls on non market day, the exchange rate prevailing on previous working day as above will be applicable. On receipt of credit complaint documents, the supplier will be paid immediately.

**Following documents to be submitted (in English) for claiming payment against LC**

1. 2/3 sets of original on Board Clean Ocean Bill/s of Lading
2. Signed commercial invoices in triplicate for the quantity of receipt at TNPL Site as certified by the 3rd party inspection agency and quality based on analysis carried out by the 3rd party inspection agency at TNPL for the cargo received. The Invoice should be made after making due adjustment for Gross Calorific Value, Ash, Moisture, Sulphur and Fines Content. **The supplier should submit the documents against the LC only after getting the confirmation of actual payable value from TNPL.**
3. Bill of exchange to be drawn for 100% of the invoice value.
4. The third party inspection report carried out at TNPL Lab certifying that the material is in accordance with the specification of the contract.
5. Certificate of origin in quadruplicate.
6. **Original AIFTA Preferential tariff Certificate of Origin FORM AI duly acknowledged by Customs at the Discharge port**
7. A certificate in quadruplicates that one negotiable copy of Bill of Lading along with four copies of non-negotiable copies. Invoice based on load port analysis report and other documents mentioned above have been sent direct to the Purchaser within 7 days from the date of Bill of Lading.
8. Copy of Fax/e-mail advice of shipment in quadruplicate.
9. In case supplies made on High Sea Sale basis, payment will be effected in Indian Rupees at the inter banking closing cash rate (after deducting cash spot from spot rate) prevailing on the date of Bill of Entry. If Bill of Entry date falls on non market day, the exchange rate prevailing on previous working day as above will be applicable. On receipt of credit complaint documents, the supplier will be paid immediately.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

	<p><i>Note : Submission of documents for payment claim against the LC by the supplier should be made as per the PO / LC terms. The final commercial invoice shall be prepared based on the quality and quantity as per third party inspection (TPI) report done at TNPL site. TNPL will confirm the actual payable value for the each shipment, as per TPI report. The supplier should submit the documents against the LC only after getting the confirmation of actual payable value from TNPL.</i></p> <p><b><u>PAYMENT FOR STEVEDORING AND HANDLING</u></b>                  You shall submit the bills up on completion of supply of entire vessel quantity and receipt of Third party inspection report done at TNPL site as and when the operation is completed relating to one vessel. The payment will be made on shipment-wise as follows:</p> <ol style="list-style-type: none"> <li>1. The weight recorded at TNPL weighbridge report will be final and binding for all purposes including payment.</li> <li>2. 100% Payment for the quantity recorded at the TNPL weighbridge will be made within 15 days from the date of receipt of material of entire cargo of shipment by RTGS from our Site Office at Kagithapuram, Karur Dist.</li> </ol> <p><b><u>PAYMENT FOR TRANSPORTATION (BY TRUCK)</u></b>                  100% payment will be made for the quantity received at TNPL site through trucks, upon receipt of bills along with one original and 2 photo copies of acknowledged Goods Consignment note duly certified by TNPL officials for claiming payment</p>
8	All the shipment documents, including non-negotiable copies, should be in ENGLISH only and should be SIGNED by the supplier.
9	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 Supplier's account.
10	The above intimation should be followed by Non-negotiable copy of documents to the addresses as mentioned in the Purchase Order.
11	The supplier should instruct the shipping company at loading point to advise the concerned at discharge point to issue delivery order against Indemnity Bond.
12	<p>In order to facilitate customs duty assessment the following documents are to be sent to TNPL by courier/fax/e-mail.</p> <ol style="list-style-type: none"> <li>1. First hand buyer and intermediary buyer invoice along with contract terms</li> <li>2. Commercial Invoice based on the load port sampling and analysis report &amp; draft survey report.</li> <li>3. Copy of Bill of Lading</li> <li>4. <b>Original AIFTA Preferential Tariff Certificate of Origin- Form AI.</b></li> <li>5. Copy of Load port Certificate of Sampling &amp; Analysis</li> <li>6. Copy of Certificate of Weight</li> <li>7. Copy of Draught Certificate</li> <li>8. Copy of Shipping Advice</li> <li>9. Original High Sea Sale Agreement, if applicable along with intermediary HSS agreement and invoice</li> </ol> <p>In case of any delay in receipt of above documents, applicable penalty to be paid to customs, if any would be recovered from the stevedoring bills of supplier.</p> <p><b>Please note that TNPL requires a minimum of three working days to process customs duty payments through online. Therefore, the Bill of Entry (BOE) should be filed with customs at least three working days before the vessel arrival at Tuticorin Port. If any interest incurred due to delayed filing of the BOE will be to the supplier account.</b></p> <p>Note : In addition to the above, complete set of colour scanned copy of the documents submitted to customs shall be sent through mail to TNPL, to remit the Duty payment. One Original Form AI is to be submitted to customs for obtaining Out of charge and one Original Form AI duly acknowledged by Customs at the Discharge port is to be submitted to TNPL.</p>

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

13	In case the original Bill of Lading bears any printed terms on backside, the detail of such terms should be sent along with non-negotiable copies also.
14	Third party Bill of Lading is not acceptable.
15	<b><u>WEIGHT:</u></b> Final determination of weight shall be done at <b>TNPL site</b> . The weight so determined at <b>TNPL site</b> shall be taken for final settlement after making due adjustment against site results. Supplier may have a representative of his own choice to be present at all times, when the weight is being computed or calculated at site.
16	In case the bidder wish to supply coal directly through an overseas supplier, which should be a subsidiary or sister concern on C&F Tuticorin basis for foreign currency remittance. Details of such supplier should be furnished along with the tender. Also the letter of no objection and acceptance of all terms and conditions of the tender should be furnished from such supplier. Please note that such involvement of overseas supplier will not reduce responsibility of the bidder. Under such circumstances, the order shall be split into 2 parts i.e. the C&F part shall be placed on overseas subsidiary/sister concern and the Indian operations shall be awarded to the bidder.
	<b>METHOD OF SHIPMENT:</b>
	<b><u>Vessel &amp; Age:</u></b>
17	- Supplier shall be free to fix charter/liner vessels excluding overaged /unclassed vessels. However, shipments will be entertained only through conference line vessels/Liner Vessels certified by Lloyds (or) Equivalent agency.  - <b><u>Vessel age should be less than 26 years.</u></b> The requirement that all the vessels should be “ <b>Classified vessels</b> ” that are classified with one of the classification societies as per the “ <b>Institute Classification Clause</b> ” has also to be complied with. Certificate for Sea worthiness of the vessel and for the age of the vessel should be provided along with shipping documents, Certified by the respective shipping companies. In case the supplier prefers over aged vessel, the extra insurance premium paid by us for such overage will be recovered from the Supplier.
18	On fixing the vessel, Supplier shall intimate the following details immediately to Purchaser by Fax/e-mail. Name of vessel, length over all (LOA), Extreme beam width, Flag, Year of build, Number of Hatches/Grabs and capacity of grabs and lifting capacity and outreach of Cranes etc.
19	On completion of loading of the material, Supplier shall intimate the following details immediately to the Purchaser by Fax/e-mail. Name of Vessel, Description, Exact quantity, Value, Bill of Lading No and Date.
20	Supplier shall also courier one negotiable copy of Bill of Lading, four non-negotiable copies of Bill of Lading, copy of invoice, certificate of provisional weight, certificate of sampling and analysis at load port and certificate of origin to Purchaser within seven days from the date of Bill of Lading.
21	<b>The suitability of the ship to berth in Tuticorin Port is the responsibility of the Supplier.</b>
22	The Supplier shall pay and bear all Port charges(both loading and unloading port), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable loading / discharge ports to be borne by the Supplier.
23	<b><u>Coal Import management System (CIMS)</u></b> As per the latest notifications from Directorate General of foreign trade (DGFT), Online Registration of all Coal imports to be done through Coal import monitoring system and obtain an Automatic Registration No. by paying a required fee for filing of Bill of Entry. The importer has to register not later than 05 days before the expected date of arrival of the imported consignment.  <u>The data required for pre-registration in the DGFT website shall be provided 10 days before the vessel arrival. Any penalty charges levied to TNPL, due to delay in submission of data shall be to supplier account.</u>

**Transportation for Unit-I, Kagithapuram**

1. For Unit-I bidders are allowed to move the material through Rail Rakes only. Left out quantity at the port, which is less than 3600 MT (1 Rake quantity) is allowed to be moved through trucks.

**Supplier Should ensure the following points before commencement of Rake loading:**

- a) TNPL shall provide e-demand through FOIS for loading of material through Rail Rakes. It is the sole responsibility of the Supplier / Stevedorer to interact with Railways and arrange empty rake for coal loading as per the schedule provided by TNPL.
- b) All co-ordination with railways needs to be done by the supplier's authorized stevedoring agent. It is the responsibility of the supplier / their authorized stevedoring agent to load all the wagons declared fit by the Railways, without fail.
- c) Supplier should inspect the Rail Rakes before loading, in order to ensure that the rake is in loadable condition and free from any residual material. (In case if there is any material/residual material it should be cleaned before loading)
- d) In case of any damage/rejection of one or more wagons by the stevedorer during inspection (or) after placement of rake for loading in exceptional cases, it is the supplier's responsibility to ensure that the freight is charged on Train load basis, only for the wagons loaded by the stevedorer.
- e) Before interacting of coal to railway siding, supplier should clean the siding place so as to avoid mixing of any foreign material
- 24 f) Supplier shall ensure that the loaded materials are free from foreign materials like impurities and extraneous materials including metals, boulders, stones, shales, bones, slates, earth, rocks, pyrites, plastic or wood etc. failing which the cost incurred for segregation will be recovered from the supplier and segregated material will be deducted from the received quantity
- g) It is the sole responsibility of the supplier to ensure cleanliness of both Rail Rakes and railway sidings is free from foreign material.
- h) Bidder shall endeavor to load the wagons to the maximum capacity as allowed by Indian Railways. Dead freight and quantity difference between RR weight and TNPL weight are to borne by the bidders. TNPL will provide a Tax Invoice with GST @ 18% for the deducted amount.
- i) Dead Freight, under loading, Over Loading charges, ENHC,SD,POLA,PCLA and any other charges mentioned in Electronically Transmitted Railway Receipt (eT-RR) are to be borne by the bidders.
- j) TNPL is not responsible for any material loss at the Port and during the movement of coal through Railway rakes (i.e., discharge from the vessel, intercarting to Storage Plot, Storage Plot to Railway siding, loading on rakes etc.). The supplier has to complete the entire order quantity without claiming any handling loss for any reasons.
- k) The Successful Bidder shall be responsible for watch and ward of the coal stock at discharge port/railway loading point. They shall be responsible for preventing theft of cargo, quality deterioration for any reason including mixing of cargo with inferior coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Successful Bidder.

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

- l) Bidders should make themselves aware of various costs involved in delivering imported coal to our factory site through rail rakes. They must also make themselves fully aware of all details / constraints in the railway rake planning, wagon types, weight at port & sidings, availability of rakes and any others issues related to railway rake movement.
- m) Please note that TNPL cannot be held responsible for any weight variation issues that may occur during the Electronic In motion weight at Discharge port / Railway siding. If such an issue arises, the supplier may contact the Port and Railways to address the matter, ensuring that the loading of the rake continues without any interruptions.
- n) As per standard procedure, TNPL weighing system is calibrated, tested and certified by statutory agency. The successful bidder may visit TNPL plant site and verify the calibration records of wagon tippler weighbridge, prior to commencement of rake loading. The actual weight recorded at TNPL weighbridge shall be firm and final and no dispute shall be entertained in any case.
- o) The loading of the rake cannot be halted by the supplier without the permission of TNPL, irrespective of any circumstances. Supplier must do the necessary co-ordination with Port, Railways and siding staff for doing the hassle free work.
- p) TNPL has the flexibility to exchange quantities between Unit-I and Unit-II without making changes to the overall purchase order (PO) quantity, using any means of transportation. TNPL is permitted to transport Unit-II quantity to Unit-I by Rake, and the supplier will be responsible for the applicable Railway deductions.



**ANNEXURE II (D) - TERMS AND CONDITIONS FOR E-REVERSE AUCTION (e-auction):****Contact Details:**

Mr.KALYANASUNDARAM.C CGM (COMMERCIAL)	Phone	+91 – 95660 07900
	e-mail	<a href="mailto:kalyanasundaram.c@tnpl.co.in">kalyanasundaram.c@tnpl.co.in/</a> <a href="mailto:purchase.fuel@tnpl.co.in">purchase.fuel@tnpl.co.in</a>

**Selection process of vendors:**

- Bidders must submit the Process Compliance Statement duly signed, to TNPL along with Technical-cum-Commercial bid through Online portal : <https://tntenders.gov.in/nicgep/app>
- E – reverse auction will be conducted on the specified date and time intimated separately through e-mail
- On the event date, Vendors shall submit bids from their computers through Internet on <https://tntenders.gov.in/nicgep/app>. As and when other bidders place the bids, they would have the opportunity to revise their bid downwards if they wish to do so.
- The detailed procedure for reverse auction shall be as per the clause no.13 of Annexure – I: **E-Tendering Terms And Conditions**

**All other terms and conditions are as per TNPL tender.**

**Bidding Price Format:** Bidders should quote the **Rate on per MT basis in INR.**

In the Online price bid (BOQ), all bidders to quote the Rate in USD, which will be converted into INR at the exchange rate of **Rs.83.50 on 10.07.2024**. Even though the E-reverse auction is conducted in INR, the order will be awarded in C&F Basis in USD by rounding off to 2 decimal places after converting the INR into USD at the exchange rate given above.

**Opening Price:**

- Opening price will be fixed by TNPL.
- Bidders can bid lower than the Opening Price.

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

**Bid Decrement:**

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

**Bidding Time & date:** Will be communicated by through mail.

**EVENT INFORMATION****Extension Rule:**

- There would be system generated Auto Extensions of 10 minutes each, if there is a bid placed by any participating supplier(s) in the last 10 minutes before the scheduled close time of electronic Bidding
- Extension of 10 minutes would happen for any number of times, if bid(s) is/are placed in the last 10 minutes.
- Extension will cease to occur, if no bid(s) are placed in the last 10 minutes.

**Illustration:**

- For closing time at 15:00 hours:** If a bid is placed between 14:50 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.10 hours.
- If no bids are placed between 14:50 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

**Validity:**

**The bidders should keep their bids valid for a period of 60 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.

**ANNEXURE II (E) - PROCESS COMPLIANCE STATEMENT**

Bid Event to be held for Procurement of <b>Steaming (Non Coking) Coal in Bulk (Imported)</b>	<b>TNPL Tender No: 242513002037</b>
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**Name of the Organization:**


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

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

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. Bids once made cannot be withdrawn or modified under any circumstances.
8. TNPL can decide to extend, reschedule or cancel the auction.
9. 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.
10. 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.
11. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
12. **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.**
13. **Validity:**  
**The bidders should keep their bids valid for a period of 60 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	
Signature & stamp /seal	
Date & Place	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**
**Steaming (Non Coking) Coal in Bulk (Imported)  
Annexure – III: Technical cum commercial bid**

**Note:** The tenderers are required to submit the Technical cum Commercial bid strictly as per the format given below:

01	Name and Address of Tenderer (In case the tender is submitted by Indian Agent, participating on behalf of overseas principals, necessary authorisation letter in original should be enclosed)		
	Telephone No(s)		
	Fax No(s)		
	e-mail ID		
	Contact persons(authorised to participate in the e-auction)		
02	<b><u>Please indicate</u></b> A) The name & address on whom <b>Purchase Order is to be released</b> for supply. Note: Letter of credit shall be issued only in the Supplier name on whom Purchase order is released.		
	B) The name & address on whom <b>Work order is to be released</b> for stevedoring and handling of the material. Note: Billing to be done in the same address.		
	C) The name & address on whom <b>Work order is to be released</b> for transportation in case of road movement for Unit-1 and Unit-2.		
02A	In case the tenderer has downloaded the tender documents from TNPL / <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> website, a RTGS for <b>Rs.590/-</b> is to be made for tender fee.	UTR No.	
		UTR No.	
		Date	
		Bank	
03	<b><u>Earnest Money Deposit(EMD):</u></b> Whether the tenderer has sent EMD amount of <b>Rs.10,00,000/-</b> . Please provide the UTR No, Date and Bank Name. (Offers received without EMD are liable for rejection). The UTR / RTGS transaction statement should be uploaded as pdf in the online portal : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>	Yes / No	
		UTR No.	
		Date	
		Amount	<b>Rs.10,00,000/-</b>
		Bank	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

	Description	Specification	Total Rejection Level	Rate Penalty / Quantity adjustment	Specifications Offered by the Tenderer
04	Gross Calorific Value(Kcal/Kg) (ARB)	4200	-	(Rate Penalty below 4200 GAR)	
	Inherent Moisture (ADB)	Max 16%	-	-	
	Total Moisture (ARB)	32%	<b>Above 40%.</b>	Quantity deduction above 32%	
	Ash (ADB)	Max 6%	-	Quantity deduction above 6%	
	Sulphur (ADB)	<1%	-	(Rate Penalty for above 1%)	
	Volatile Matter (ADB)	38 to 45%	<b>Above 45%</b>	-	
	Initial Deformation Temperature (IDT) In Reducing Atmosphere	Above 1200° C	-	-	
	Ash Fusion Temperature (AFT) In Reducing Atmosphere	Above 1350° C	-	-	
	Hard Grove Index (No.)	<50	-	-	
	Fines Content (minus 3mm)	<b>Max 20%</b>	-	Quantity deduction above 20%	
	Fe <sub>2</sub> O <sub>3</sub> in Coal Ash (OD)	6 to 8%	-	-	
	FC/VM Ratio	Max 1.2	-	-	
	<b>NOTE:</b> a) Size: 0 to 50mm. Size analysis in percentage of coal offered in various sieve sizes to be provided in your offer. k) Ratio of Fixed Carbon/Volatile Matter <b>should be between 0.9 and 1.2.</b>				
05	Whether the tenderer has agreed for specifications and Total Rejection detailed in the tender.			Yes / No	
06	Whether the tenderers agrees to offer the rates as per the Annexure – IV price bid schedule (online) and agrees to the Annexure-II (D) - Terms and conditions for Reverse Auction and Annexure-II (E) (offers of tenderer who do not agree for this term will be liable for rejection)			Yes / No	
07	Whether the tenderer has committed to supply the entire tender quantity			Yes / No	
08	Whether in a position to supply strictly as per specifications of TNPL			Yes / No	
09	Whether the tenderer can effect shipments as per TNPL tender schedule			Yes / No	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

10	<p><b><u>Performance Bank Guarantee:</u></b>                  Whether agreed to provide Bank Guarantee for a <b>value of Rs.5 crores</b> towards performance within 15 days of Purchase Order as per our standard format <b>valid for a period of twelve (12) months</b> from the date order through any reputed Bank in India or any reputed foreign bank having Branches in India. <b>In case of Bank Guarantee through a foreign bank, the same should be counter guaranteed by a reputed bank in India.</b>                  (Offers those who do not agree to provide performance bank guarantee as above will not be qualified in the Tender).</p>	<p style="text-align: center;">Agreed / Not Agreed</p>
11	<p><b><u>Experience:</u></b>                  Tenderer should <b>have supplied 1,20,000 MT of imported steam coal of any origin to Industrial Units in India in any one of the Financial Year/ Calendar year in past 3 years, including the current Financial year/ Calendar year and the certificate of the Consumer for quantity and satisfactory contract performance should be furnished. The details are to be furnished as per Appendix-1</b>                   The supply quantity should have been performed with vessel size of not less than 40,000 MT per shipment.</p>	
12	<p>Tenderer should have <b>turnover of Rs.300 Crores</b> in any one of the <u>preceding three financial years or calendar year including the current year.</u> The documentary evidence of audited annual Financial Statements or a statement of turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof, for the above. The details are to be furnished as per <u>Appendix-2</u></p> <p>Tenderer should have <b>positive net worth of Rs.40 Crores</b> as on <b>31<sup>st</sup> December 2023 / 31<sup>st</sup> March 2023, as applicable</b> (sum of paid up capital and accumulated reserves and surplus).</p> <p>In case of foreign bidders, the following documents are to be certified by C &amp; AG Empanelled Category Indian registered Audit firm.</p> <ol style="list-style-type: none"> <li>a. Audited Financials for 3 latest years together with evidence for filing tax returns / any other statutory regulatory filings.</li> <li>b. Statement of Turnover and Net worth Certificate for three years extracted from the above, issued by the company's Chartered Accountant (CA) or Certified Public Accountant (CPA).</li> </ol>	
13	<p>The performance and financial qualifying criteria is to be met by the <b>bidder</b> on whom the purchase order is to be placed. <b>Joint Venture</b> is also allowed with <b>two participants</b>. Lead member of the Joint Venture shall be an Indian Company. The performance and financial qualifying criteria is to be met by <b>the lead member</b>.</p>	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

14	<b>Validity of Offer:</b> The rate should be valid for a period of 60 days from the date of opening of Techno-commercial bid. No tenderer 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 tenderer due to withdrawal of offer by him. The tenderer should confirm their acceptance of the above.	Yes / No	
15	<b>Mine Support Letter:</b> Whether Original colour scanned support letter from the Mine Owner for offering Coal to TNPL against this tender is sent through mail and uploaded in the online portal. The detailed specifications of Coal offered should be furnished in the above support letter.  <b>The Mine Support Letter should have been issued in favour of the supplier on whom the order is to be released and the colour scanned original support letter should be sent through e-mail directly from the Mine owner to CGM (COMMERCIAL).</b>  The offers of those who do not provide the said document are liable for rejection.	Yes / No	
16	Are you agreeable for our payment terms (clause No.7 of Annexure II (C) "Terms & Conditions	Yes / No	
17	Are you agreeable to bear the L/C charges	Inside India	Yes / No
		Outside India	Yes / No
18	Please indicate the port of shipment and country of origin.	Port of Shipment	
		Country of Origin	
19	Are you able to adhere to the condition with regard to <b>age of Vessel</b> as given in our Tender condition (clause 17 of Annexure II (C) "Terms & Conditions")	Yes / No	
20	Have you ever supplied the Coal from the same mines, now offered, to TNPL to any other Consumer in India and if so, please furnish the name and address of the Indian Consumers.		
21	Are you agreeable for all terms and conditions of the Tender mentioned from Annexure-I to Annexure-IV. The offers of those who do not agree to the tender terms are liable for rejection	Agreed / Not Agreed	
22	<b>Documents for Customs Duty:</b> Whether agreed to provide necessary <b>CERTIFICATE OF ORIGIN (FORM AI)</b> to avail applicable Concessional Import Duty in case of supplies from Association of South East Asian Nations(ASEAN) countries. <b>Otherwise TNPL would recover the additional duty amount paid, if any, from the Supplier's due payment.</b>  The AIFTA certificate of Origin to be issued at the time of exportation or within three working days from the date of shipment. In exceptional cases of delay in issuing the AIFTA certificate of origin within three workings days from the date of shipment, AIFTA certificate to be issued retroactively, bearing the word ISSUED RETROACTIVELY	Agreed / Not agreed	

**Tender No: 242513002037– Steaming (Non Coking) Coal in bulk (Imported)**

23	For Unit-I, Kagithapuram, bidders are allowed to move the material through Rail Rakes only. Left out quantity at the port, which is less than 3600 MT (1 Rake quantity) is allowed to be moved through trucks. For Unit-2, Bidders should transport the coal through trucks for quantity of 500 MT per day.	Agreed / Not agreed
24	Quantity as per TNPL weighbridge report and quality as per third party inspection agency's sampling & analysis conducted at TNPL factory site shall be conclusive and form the basis for all payment purposes	Agreed / Not agreed
25	<b><u>DECLARATION:</u></b> Whether the Partners or Directors or Proprietor, as the case may be, of the Company are related to any of the employees of TNPL.  In case the Partners or Directors or Proprietor of the Company are related to any of the employees of TNPL, a declaration to this effect giving the details of the name of the employee, relationship etc., should be provided separately without which the offer will not be considered.	Yes / No

1. I/We hereby declare that I/We read and understood all the terms and conditions of this tender.
2. I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and agreed to all the terms and conditions of this tender.
3. I/We enclose herewith UTR No: \_\_\_\_\_ dt \_\_\_\_\_ for **Rs.10,00,000/-** towards EMD as per tender conditions.

Date:

Signature with Seal

Address:

**NOTE:**

1. **The due date for submission of completed tender document through online portal is 23.07.2024 before 03.00 PM. The Technical Cum Commercial Bid will be opened through online portal at 11:00 AM on 24.07.2024**
2. **No late tender will be entertained. TNPL will not be responsible for any delay in submission of online bid on due date and in time.**

The signed colour scanned copy of techno-commercial document to be uploaded in the online procurement portal <https://tntenders.gov.in/nicgep/app>



**MM/SP/TENDER 242513002037 - ANNEXURE – IV****PRICE BID SCHEDULE**

To

M/s. Tamil Nadu Newsprint and Papers Limited  
Kagithapuram – 639 136, Karur District**Sub: Supply of Steaming (Non Coking) Coal in Bulk (Imported) for Unit-I & Unit-II – Reg**

I/We hereby request to quote online as per the BOQ and upload the same with digital signature:

The price to be quoted for C&amp;F Tuticorin in USD in the BOQ uploaded in the online portal.

S.No	Description	Bidder Quoted Currency	Rate per MT
1.	<b>Rate per MT on C&amp;F Tuticorin basis (for both Units) in USD (GCV (ARB) of 4200 GAR basis)</b>	USD	Rate to be quoted only in E-portal
2.	<b>Exchange rate as on 10.07.2024 #</b>	INR	<b>One USD = Rs.83.50</b>
3.	<b>C&amp;F Tuticorin per MT in INR (1 x 2)</b>	INR	Will be automatically calculated

# The above exchange rate is applicable on the date of release of tender. However, payment will be released in USD for direct shipment and payment for High sea sale shipment will be effected in Indian Rupees at the inter banking closing cash rate (after deducting cash spot from spot rate) prevailing on the date of Bill of Entry. If Bill of Entry date falls on non market day, the exchange rate prevailing on previous working day will be applicable.

**Note:**

The price Bid has been given as a BOQ format with the tender document. The BOQ (Protected Excel sheet) is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and fill 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.

The reverse auction will be conducted in INR with the opening price fixed by TNPL. The lowest price obtained either through price bid or reverse auction will be considered for issue of order by dividing the unit rate obtained in INR by the exchange rate provided in tender. The order will be issued to the successful bidder in USD

All other terms and conditions are as per the above Tender.

I / We have read and understood all the terms and conditions of above tender and agree to abide by all of them.

The price bid to be offered in the online excel format (BOQ) provided in the E-procurement portal and uploaded in the online portal with Digital signature.

Place:

(Signature with seal)

Date:

Address:

**FORMAT FOR THE LETTER FROM MINE OWNER:**

**CHIEF GENERAL MANAGER (COMMERCIAL)** – Purchase Department  
Tamil Nadu Newsprint and Papers Limited  
Kagithapuram – 639 136. Karur Dist.  
**Tamil Nadu, India**

**Dt:**

Dear Sir,

Sub: Tender for supply of **Steaming (Non Coking) Coal in Bulk (Imported)** - reg

Ref: Tender No. 242513002037 dated 10.07.2024

We, \_\_\_\_\_(Name of Mine Owner) established and reputable producers of Steam Coal having factories/mines at \_\_\_\_\_ (Name of the place) hereby authorise \_\_\_\_\_(Name of the Bidder) to bid, negotiate and conclude the contract with TNPL for the quantity and quality against your **Tender No. 242513002037** for the Steam Coal produced by us.

No company or firm or individual other than M/s \_\_\_\_\_(Name of the Bidder) can conclude the contract in regard to this supply of Steam Coal offered for supply against this invitation for bid by TNPL. The specifications of the Coal offered by us are as follows:

**Specifications of Imported Coal Offered:**

Description	TNPL Specifications	Specifications Offered
Gross Calorific Value ( <b>GCV</b> ) (Kcal/Kg) ( <b>ARB</b> )	4200	
Inherent Moisture ( <b>ADB</b> )	Max 16%	
Total Moisture ( <b>ARB</b> )	32%	
Ash ( <b>ADB</b> )	Max 6%	
Sulphur ( <b>ADB</b> )	<1%	
Volatile Matter ( <b>ADB</b> )	38 to 45%	
Initial Deformation Temperature ( <b>IDT</b> ) In Reducing Atmosphere	Above 1200° C	
Ash Fusion Temperature ( <b>AFT</b> ) In Reducing Atmosphere	Above 1350° C	
Hard Groove Index (No.)	<50	
Fines Content (minus 3mm)	<b>Max 20%</b>	
<b>Fe<sub>2</sub>O<sub>3</sub> in Coal Ash (OD)</b>	6 to 8%	
<b>FC/VM Ratio</b>	Max 1.2	

Yours faithfully

For and on behalf of M/s \_\_\_\_\_(Name of mine owner)

(Signature)  
(Name)

**Summary of Imported coal supplied to various industrial units**
**Appendix: 1**

<b>S.No</b>	<b>Financial Year/ Calendar Year</b>	<b>Name of the Industrial Units in India / Overseas</b>	<b>Purchase order No &amp; date</b>	<b>Vessel Name / Total BL Quantity</b>	<b>Imported Coal Qty supplied to Industrial Units in India (MT)</b>	<b>Period of Supply</b>	<b>Satisfactory Performance certificate enclosed (Yes/ No)</b>
1							
<b>Total (MT)</b>							
2							
<b>Total (MT)</b>							

**Note : Copies of Purchase Order, Bill of Lading, HSS Agreement, Bill of Entry, Certificate of the consumer for Quantity and Satisfactory. Contract performance and other required supporting documents should be enclosed.**

(Signature with seal)



Tender No: 242513002037

Date:

To,  
Tamilnadu Newsprint and Papers Ltd.  
Kagithapuram  
Karur-639136

Subject: Authentication of veracity of documents submitted by M/s.....in support of meeting the Qualifying Requirements- **Turnover and Net Worth**

Dear Sir,

We ..... Chartered Accountants, Firm Registration Number ..... have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s.\_\_\_\_\_ (bidder) having their register office at.....

We hereby confirm that the documents are found to be genuine, authentic and hereby certify following:

Financial Year / Calendar Year#	Type of financial Statements	Annual Turn Over (Rs. Crores)	Net Worth #(Rs. Crore)	Remarks
	Audited (or) Provisional			
	Audited (or) Provisional			
	Audited (or) Provisional			

# - Net Worth to be provided by 31<sup>st</sup> March of the respective financial year.

In case of Calendar year, Net worth to be provided as on 31<sup>st</sup> Dec. of the respective year.

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in the tender: **242513002037 dt. 10.07.2024**

Date:

Signature of the Auditor

Place:

F.R.No:

M.No:

UDIN No: