



ICSI
NATIONAL AWARD
FOR EXCELLENCE IN

CORPORATE GOVERNANCE

Tamil Nadu Newsprint and Papers Limited

(A Government of Tamil Nadu Enterprise)

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M/SP/TENDER/242513003852

30.10.2024

M/s.

Dear Sirs,

Sub: Supply of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species for Unit-I - reg

Set Our Tandar No. 04054000050 -1440 40 000

Ref: Our Tender No. 242513003852 dt 10.10.2024

We, Tamil Nadu Newsprint and Papers Limited (TNPL), would like to procure 25,000 BDMT ± 10% of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species for Unit-I on <u>CFR Karaikal basis</u> through E-Tendering against the above referred tender. In this connection, please find enclosed the following:

1	E-Tendering Terms and Conditions	Annexure – I
2	Qualifying Criteria	Annexure - II
3	General Terms and Conditions	Annexure – II (A)
4	Terms & Conditions for E - Reverse Auction	Annexure – II (B)
5	Process Compliance Statement	Annexure – II (C)
6	Technical cum Commercial Bid	Annexure – III
7	Price Bid schedule	Annexure – IV

The tenderers are requested to go through the General Terms and Conditions of Tender, Terms and Conditions & Process Compliance Statement for **e-auction** and attach one copy each of the same duly signed in all pages as a token of acceptance, along with the **TECHNICAL-CUM-COMMERICAL BID (Annexure-III)**.

The due date for submission of the 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 04.11.2024 before 3.00 PM. The Technical Cum Commercial Bid will be opened through online portal at 4.00 PM on 04.11.2024.

Please note that the points asked for in Annexure-I are the qualifying factors of the Tender.

Initially the Technical cum Commercial Bid will be scrutinized and those who comply with the qualifying factors with documentary proof (wherever required) only will be qualified in the tender and considered for Price bid stage.

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Tamil Nadu Newsprint and Papers Limited

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 Cum Commercial Bids against the Qualifying criteria given in the Tender document.
- c) Evaluation will be conducted based on the documents submitted by the Bidder. The Bids which do 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/nicqep/app.

OPENING OF THE PRICE BIDS:

The date and time of opening of Price Bids will be later notified to registered e-mail to the Bidders who fulfill the Qualification criteria (Annexure-II) and whose bids are found to be commercially and technically acceptable.

TENDER FINALISATION METHOD:

The tenderers are advised to note that at the Price Bid they have to quote the rate in USD on **CFR Karaikal basis**.

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



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. TNPL would fix the opening price and minimum bid decrement for E-Reverse auction in INR and the date & time of E-Reverse auction will be communicated to qualified bidders. Technically qualified bidders only will be allowed to participate in the E-Reverse auction process.
- 2. The lowest offer received either through e-auction or through price bid, whichever is lower will only be considered for placement of order.
- 3. The Purchase order will be released in USD/BDMT.

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/pltn.monitoring@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 (PURCHASE & PLANTATION)

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.

• <u>Bidders are requested to read these instructions and terms & conditions before</u> 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 submit 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 bidders can log on 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 need 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 ePortal.
- 1.4 Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- 1.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.



2.0 CONTACT PERSONS:

For queries related to registration and online bidding (NIC):

e-mail: support.etender@nic.in Contact No.: 044 – 24461505

TNPL: 94894 00798

e-mail: eps.support@tnpl.co.in

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. eProcurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.0 PREPARATION OF BIDS:

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



6.0 PROCEDURE FOR ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit 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 "online" and remit the Tender fee and EMD payment through NIC online payment gateway. Tenderers are requested to remit EMD payment through NIC online payment gateway 3 days before due date of tender.

Procedure for Tender fee and EMD Payment:

Bidder has to select the payment option as "Online" to pay the tender fee and EMD through NIC online payment gateway. Please read the instructions below before proceeding for online payment:

Remittance of Tender Fee & EMD should be made only in single transaction.

Avoid last minute transaction of Tender fee & EMD. Please ensure to remit the Tender fee & EMD payment 2 - 3 days prior to tender due date.

In case of any issue, please contact our helpdesk : <u>support@tnpl.co.in</u>.

eps.support@tnpl.co.in

If payment is already done, but system is still showing "Pay Online" button. Please click on Pay Online >> SBI MOPS >> Submit >> Payment Verification. Once the payment status is updated on the portal, pay online button will disappear. If your account is debited, please wait till next working day for status update.

If Payment status shows "Pending". Bidder should check the payment status on periodic basis till it shows success. The portal shows the current payment status as it is received from the bank. To check the current payment status, bidder may login into the account and click Pay Online >> SBI MOPS >> Submit >> Payment Verification.

If your account is not debited, you can cancel the previous transaction by clicking on "cancel" button.

After making a successful payment, if the bidder didn't complete the bid submission process or Freeze the bid by following due process, such bid will be considered as invalid and the total Fee / Amount (Tender Fee, EMD etc) paid will be automatically refunded to the bidder's account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.

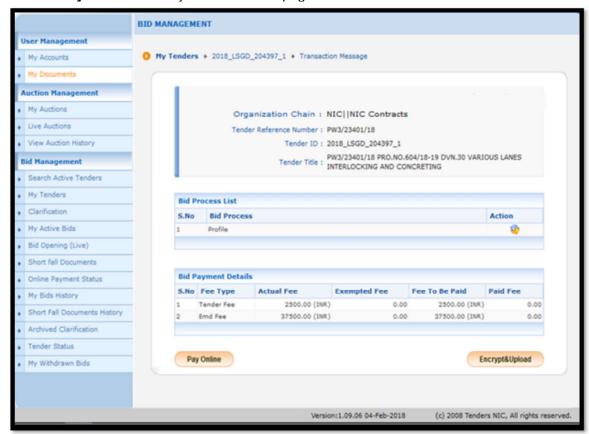
If the bidder withdrew its bid within due date & time then also the bid will be considered as invalid bid. In such cases, Total Fee/Amount (Tender Fee, EMD etc) will be automatically refunded to bidders account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.

Step by step procedure for making online payment:

• Tenderers are requested to remit Tender fee & EMD payment through NIC online payment gateway well in advance (at least 2 – 3 days before due date of tender submission).

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Click "Pay Online" when you reach below page while Online Bid Submission.



- Click "Confirm to Pay" to proceed with the payment gateway
- Verify the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit.
- Read Terms and Conditions, and then click Submit.
- Bidders should choose the type of transaction (i.e. Net Banking: SBI / Other Banks and Other Payment Modes: NEFT/RTGS)and proceed for payment.
- Once the type of transaction is selected it navigates to the respective landing page. The step by step details for making payment (Net Banking: SBI / Other Banks) are given below:

a) SBI: NET BANKING:

- Bidder with SBI account may click SBI option to proceed to its Net Banking Page
- Enter user ID and Password and Click on Login to proceed.
- After checking the payment details, Click Confirm button to transfer payment. After account debit, MOPS gateway will automatically re-direct to the e-Procurement System, with the Success transaction.
- Then bidder will receive bank response immediately by verifying the payment status (click on Pay Online >> SBI MOPS >> Submit >> Payment Verification), whether it is Successful or not. In case, payment is debited from account and further, Payment Failure is shown, immediately contact the e-Procurement helpdesk, for resolution, before tender closing time.
- If payment is successful, then Click Next to go to Bid Preparation details
- Please ensure that the Pay Online option (bid submission) should not appear after successful
 payment. Then bidder may proceed with Encrypt and Upload to upload tender documents, and
 further submission process.

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b) OTHER BANKS:

- Bidders with other bank account may click **Other Banks** option to proceed to Net Banking Page.
- Bidder should select the appropriate Bank from selection page.
- After selecting the appropriate bank, Click Make Payment Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.
- After successful payment, system will direct you to payment confirmation page.
- Then bidder will receive bank response immediately by verifying the payment status (click on **Pay Online** >> **SBI MOPS** >> **Submit** >> **Payment Verification**), whether it is Successful or not. In case, payment is debited from account and further, **Payment Failure** is shown, immediately contact the e-Procurement helpdesk, for resolution, before tender closing time.
- If payment is successful, then Click Next to go to Bid Preparation details
- Please ensure that the Pay Online option (bid submission) is not shown after successful payment.
 From here, you may proceed with Encrypt and Upload to upload tender documents, and further submission process.

Note: For other payment mode, please refer Bidder Manual for Online Payment in e-Procurement Portal (Tender Fee, EMD & others) available at www.tntenders.gov.in/nicgep/app.

- 6.4 Bidder should prepare and submit the Tender fee & 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 file name. 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.

Tamil Nadu Newsprint and Papers Limited

- 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 resubmission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 8.3 No bid may be modified after the deadline for submission of Bids.

9.0 ASSISTANCE TO BIDDERS:

9.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person / email ID indicated in the Notice inviting tender.

Tamil Nadu Newsprint and Papers Limited

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 ABOUT DIGITAL SIGNATURE CERTIFICATE:

- 11.1 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.
- 11.2 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.
- 11.3 The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.
- 11.4 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

12.0 E - TENDER AND E- REVERSE AUCTION

- 12.1 Bidder has to quote on CFR Karaikal basis in USD/BDMT. In e-tender, price Bids received from Technically Qualified Bidders only will be opened, electronically. The exchange rate as on Tender due date will be used for conversion from USD to INR in price bid/ BOQ. TNPL would fix the opening price and minimum bid decrement in INR for E reverse auction. After the completion of E-auction, the lowest price obtained in INR in E-auction will be again converted into USD (rounded off to 2 decimals) using the same exchange rate considered earlier.
- 12.2 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.
- 12.3 E-Bidding is the process of inviting final price offers from the Qualified Bidders through internet for the purpose of determination of the lowest Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Auction). During Reverse Auction process, Bidder can change its quoted price from their initial price by a minimum bid decrement to reduce its Unit price further. Such changes can be made any number of times within the e-Reverse Auction period.

Tamil Nadu Newsprint and Papers Limited

- 12.4 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
- 12.5 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.
- 12.6 During the e-reverse auction the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login for entering each bid before submitting the bid. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- 12.7 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.

13.0 TERMS AND CONDITIONS FOR E-REVERSE AUCTION:

- 13.1 After completion of the online E-Reverse Auction, the lowest price shall be available for further processing.
- 13.2 If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Auction then TNPL may scrap the online Reverse Auction process and may proceed with the lowest Price Bid received through e-tendering for further processing.
- 13.3 Only those Bidders whose offers are found to be technically and commercially Responsive shall be eligible to participate in E-Reverse Auction process.
- 13.4 Online Reverse Auction shall be conducted by TNPL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.
- 13.5 During the Reverse Auction, time extension of additional 15 minutes may be given by TNPL at its sole discretion, if no Bid is received by TNPL till that time.
- 13.6 To ward-off contingent situation, Bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. TNPL shall not be responsible for such eventualities.
- 13.7 Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 13.8 Upon receipt of the system report after completion of the Online Reverse Auction Closing Price will be considered for further processing. TNPL's decision on award of contract shall be final and binding on all the Bidders.

Tamil Nadu Newsprint and Papers Limited

- 13.9 TNPL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.
- 13.10 TNPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of TNPL shall be binding on the Bidders.
- 13.11 Other terms and conditions shall be as per TNPL's Bidding documents and other correspondences, if any, till date.
- 13.12 Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Auction
- 13.13 For the Reverse Auction technically and commercially acceptable Bidders only shall be eligible to participate.
- 13.14 Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 13.15 Rules for Reverse Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 13.16 If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant TNPL guidelines shall be initiated by TNPL.
- 13.17 The Bidder shall not divulge either his Bids or any other exclusive details of TNPL to any other Bidder.
- 13.18 Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of Bids offered
- 13.19 Bidders may note that, although extension time is 10 minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the TNPL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 13.20 Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TNPL, Bid process, Bid technology, Bid documentation and Bid details.
- 13.21 It is brought to the attention of the Bidders that the Bid event will lead to the closing price only.
- 13.22 Technical and other non-commercial queries (not impacting price) can only be routed to the TNPL contact personnel indicated in the Bidding documents.
- 13.23 Order finalization and post order activities would be transacted directly between Successful Bidder and TNPL.
- 13.24 Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 13.25 In case of any problem faced by the Bidder during Reverse Auction and for all Bidding process related queries, Bidders are advised to contact the persons indicated in the Bid document.
- 13.26 TNPL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 13.27 Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.



- 13.28 For access to the Bidding site, the following URL is to be used: https://tntenders.gov.in/nicgep/app. For user guidance please follow the manual which is there in the website.
- 13.29 No queries shall be entertained while e-Reverse Auction is in progress.
- 13.30 In case user ID is locked, you are requested to call helpdesk at (https://tntenders.gov.in/nicgep/app)
- 14.0 The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for e-reverse Auction and Process Compliance Statement carefully and attach the signed Process Compliance Statement along with the Techno Commercial Bid in NIC's e-procurement portal https://tntenders.gov.in/nicgep/app. All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith



Annexure - II: Qualifying Criteria

1. The Eucalyptus Species/Acacia Species woodchips offered should conform to TNPL specifications.

2. Submission of Tender Fee and EMD:

Tenderers are requested to remit Tender fee & EMD payment through NIC online payment gateway.

Tender Fee:

Non Refundable Tender fee of Rs 590/- should be remitted through NIC online payment gateway.

EMD: EMD of Rs.2,00,000/- should be remitted through NIC online payment gateway.

Bank details for RTGS payment:

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: https://tntenders.gov.in/nicgep/app

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.

EMD amount will not bear any interest and it will be returned to the unsuccessful bidders after releasing the order

3. Experience:

Tenderer/their principal should have supplied at least 1,00,000 BDMT of Woodchips to Industrial Units in India or any other countries during the last 5 calendar years and the documentary evidence for the above should be furnished.

4. Support Letter from the Chipping Mill/Primary Supplier:

In case of submission of offer by an Agent, the tenderer should furnish a copy of support letter from the Chipping Mill/Primary Supplier (as per format attached) for offering Woodchips (Imported) to TNPL against this tender.

The detailed specifications of Woodchips (Imported) offered against this tender should be furnished in the above support letter. The Chipping Mill/Primary Supplier Support Letter should have been issued in favour of the supplier on whom the order is to be released.

The original support letter should be sent by the Chipping Mill/Primary Supplier (as per format attached) directly to **CGM (PURCHASE & PLANTATION)**, Tamil Nadu Newsprint and Papers Limited, Kagithapuram-639 136, Karur Dist, Tamil Nadu, India in a separate sealed cover superscribing the tender number and mentioning in capital letters as "**WOOD CHIPPING MILL SUPPORT LETTER**" on top of the cover and the same should reach TNPL within the due date.

- 5. The tenderer shall commit to supply the entire tender quantity and confirm the delivery schedule given in the tender.
- 6. Acceptance of price validity as per tender terms
- 7. Submission of tender within the due date and time

NOTE: Tenderers who do not comply with the above conditions will not be qualified in the tender for further processing.

The bidders are advised to upload the respective documents in the online portal https://tntenders.gov.in/nicgep/app



GENERAL TERMS AND CONDITIONS

1 **PURCHASER**:

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 | SUPPLIER:

Supplier means the persons, firm or corporation to which the contract is addressed. The term supplier includes its successors and assigns.

COMPLETE AGREEMENT:

The order/contract to be finalised including the terms and conditions, the work specifications hereto and any additional terms and conditions incorporated into and attached hereto.

4 MATERIAL: Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species

5 SCOPE OF WORK:

Supply of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species on CFR Karaikal basis. (All activities of stevedoring, handling, loading, transportation etc are in buyer's scope).

- 6 QUANTITY: 25,000 BDMT ± 10%. The quantity given in the tender is only indicative and TNPL reserves the right to revise the quantity based on its requirement
- ⁷ <u>SPECIFICATIONS:</u> The tenderer should be in a position to supply the material strictly as per specifications given below:

Material Description	Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species
Species	Eucalyptus Species/ Acacia Species
Woodchips Size:	
a) More than 28.6 mm	Max 5% in GMT
b) 4.8 mm to 28.6 mm	Min 92% in GMT
c) 9.5 mm to 22.2 mm	Min 55% in GMT
d) Less than 4.8 mm	Max 3% in GMT
e) Bark & Rotten wood	Max 1% in GMT

Note:

Woodchips shall be substantially free from Plastics, Char, Rubber, Stone, Sand, Bitumen, Metal or other foreign materials and any other forms of contamination.

8 | <u>PRICE:</u>

The price should be quoted on **CFR Karaikal** basis inclusive of all port charges (both loading and unloading ports), 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.

The tenderers are advised to offer the rate separately for **Eucalyptus Species** /**Acacia Species** in the price bid to be filled in the e-portal.

- The price quoted and accepted against the tender would be FIRM for the entire duration of the contract.
- 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.
- Applicable Customs Duty, charges at the discharge port towards stevedoring, handling at port up to loading operations would be paid by TNPL.



12 **DELIVERY:** Delivery at Discharge Port - on or before 30th Nov'24.

13 | VALIDITY:

The rate should be valid for a period of **3 weeks** from the date of price bid opening for acceptance. 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.

14 DISCHARGE RATE:

The Buyer shall discharge the Woodchips from the vessel @ **6,000 GMT** per weather working day considering 3/4 vessel cranes with orange peel grabs having capacity of each 14 CBM. Saturdays, Sundays and Public holidays included.

15

a) **DISCHARGE PORT:**

- I) The buyer shall ensure there is a safe berth in **Karaikal Port, India** for the vessel nominated by the Supplier and that such berth is always accessible, always afloat. The Buyer shall also ensure there is a sufficient minimum salt water draft to permit access by the vessel.
- II) The Buyer will at no cost to the Supplier maintain or cause to be maintained at the Discharge Port Terminal, facilities required for the safe navigation, mooring and discharging of the Vessel.

b) SUITABLE FREIGHT SPACE:

The Supplier shall provide a Vessel suitable for the transport of Woodchips and capable of discharging the Woodchips at the Buyer's terminal at the Discharge Port at a discharge rate (**6000 GMT/day**). The vessel shall have 3/4 cranes with Orange peel grabs having capacity of each 14 CBM for faster discharging of woodchips.

c) VESSEL ARRIVAL:

a) The Supplier and/or master of the Vessel (**Master**) shall notify the Buyer of the Vessel's estimated time of arrival (**ETA**) at the Discharge Port by e-mail at 1 month and 2 and 1 weeks and 5, 3 and 1 calendar days before arrival at the Discharge Port.

d) DISCHARGING AND LAYTIME

- i) Laytime for discharging shall commence on the earlier to occur of :
 - 1. Time of completion of initial draft survey.
 - 2. Time of Notice Of Readiness (NOR) tendered plus 48 hours
- ii) NOR to discharge shall be tendered any time on arrival at the normal waiting entry anchorage at the Discharging Port not only in office hours on weekdays but also at any time on any day, including Saturdays, Sundays and public holidays, whether in berth or not, whether in customs clearance or not, whether in free partique or not.
- iii) NOR shall not be tendered until the Vessel is in all respects ready to discharge and should it transpire that the Vessel was not ready to discharge at the time of the giving of NOR, then such notice shall be null and void and laytime shall only commence to run when the Vessel is so ready to discharge and NOR tendered.
- iv) If the discharging berth is not available for any reason whatsoever on the Vessel's arrival at or off the Discharging Port, the Vessel shall be entitled to tender NOR on arrival.
- v) Laytime or time on demurrage shall then count as if she were in berth and in all aspects ready for discharging provided that the Master warrants that she is in fact ready in all respects.
- vi) Discharging shall be carried out on the basis of continuous shift discharging per each Weather Working day including Saturdays, Sundays and public holidays.
- vii) The calculation of laytime shall be based on the Vessel's statement of facts duly signed by the Master, Supplier or the Supplier's representative and the Buyer or the Buyer's representative shall provide the Supplier with the copies of such records as soon as is practicable following completion of discharging of Vessel.

16 **DEMURRAGE/DISPATCH**:

<u>Demurrage rate</u>: USD 10,000 and <u>dispatch money</u>: USD 5000 per day prorata. The laytime allowed for the Buyer to discharge the woodchips shall be based on the discharge rate stipulated in the tender per weather working day. Saturdays, Sundays and Public Holidays included (WWD SHINC).



17

Tamil Nadu Newsprint and Papers Limited

QUALITY & SPECIFICATIONS:

- At no cost to the Buyer, the distribution of chip size, moisture for the Woodchips shall be tested and determined at the Seller's expense by an internationally accepted 3rd party nominated Seller with the concurrence of the Buyer based on the Woodchips Analysis Procedure in <u>EXHIBIT A</u> during the loading of the Woodchips on to the vessel and the result of the test shall be provided by the Seller to the Buyer ("CERTIFICATE OF QUALITY"). The Seller's determination of quality of the Woodchips as set out in the CERTIFICATE OF QUALITY shall be final and binding upon all parties for any purpose including the determination of invoicing and payment amount.
- The Seller shall endeavor to maintain thickness of Woodchips below 6 mm on best effort basis on the accepted contract price.
- The Seller warrants that at the time and place of loading of the Woodchips at the Loading port, the Woodchips shall conform to the specifications stated in the basic terms. Unless so stated in the Agreement or otherwise agreed between the parties and confirmed in writing, the Seller provides as to warranty as to the suitability of the Woodchips for any specific end use or as to the Woodchips conformance with any particular analytical criteria not mentioned in the agreement. Save and except for what has been stipulated in the Agreement, no other warranty or representation, express or implied, including without limitations, warranties of merchantability of fitness for any particular purpose in made by the Seller.
- The Buyer has the right to attend or be represented at its cost at the loading port at the time of loading to draw and seal samples of the Woodchips at the same time as the independent 3rd party nominated by the Seller. The Buyer also has the right to monitor the testing.
- The Seller shall send the sample of woodchips to the Buyer and the Buyer will test the sample in their laboratory. The indicative unbleached pulp yield of woodchips is suggested 51% at Kappa No 18 based on the test results done by the Buyer independently. However, the Buyer or the Seller shall not request for any price adjustment even if the test results of Pulp of woodchips sent by the Seller is lower or higher than 51%.

18 Phytosanitary Certificate:

Phytosanitary and Fumigation Certificate using **Methyl bromide** as insecticide. The Phytosanitary certificate has to be compulsorily provided by the SELLER. If this certificate is not given the material will not be accepted by the BUYER at the Discharge Port. Any consequences /payments/demurrages at the Discharge Port will have to be paid/borne by the SELLER only.

Form Al:

20

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 **CERTIFICATE Of Origin (FORM AI)** 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. 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 off delay in issuing the AIFTA certificate of origin within three working days from the date of shipment, AIFTA certificate to be issued retroactively, bearing the word **ISSUED RETROACTIVELY**.

PAYMENT TERMS:

As per shipment schedule, separate LC will be opened against each shipment from time to time. 100% payment of CFR value shall be made by irrevocable letter of credit at sight against the following documents drawn in English. All bank charges inside India to TNPL account and all bank charges outside India to Supplier's account.

- b) 2/3 sets of original on Board Clean Ocean Bill/s of Lading.
- c) Signed commercial invoice in triplicate for the quantity and quality as certified by the 3rd party inspection agency at the Load Port.

17 | Page

- d) Certificate of origin in quadruplicate.
 e) Original Phytosanitary certificate
 f) Original Fumigation certificate
 g) A certificate in quadruplicate 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.
- Copy of /e-mail advice of shipment in quadruplicate
- a) All the shipment documents, including non-negotiable copies, should be in ENGLISH only and should be SIGNED by the supplier.
- 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.
- c) The above intimation should be followed by Non-negotiable copy of documents to the address mentioned in the Purchase Order.
- The supplier should instruct the shipping company at loading point to advise the concerned at discharge point to issue delivery order against Indemnity Bond.

In order to facilitate customs duty assessment the following documents are to be sent to TNPL by courier/e-mail

- Commercial Invoice based on the load port sampling and analysis report and draft survey report.
- Copy of Bill of Lading
- 22 Certificate of Origin (FORM AI) Original.
 - Copy of Load port Certificate of Moisture and Size Analysis
 - Copy of Certificate of Quantity
 - Copy of Draft Survey Report
 - Copy of Shipping Advice
 - Copy of Phytosanitary certificate
 - Copy of Fumigation certificate
- 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.
- Third party Bill of Lading is not acceptable.

WEIGHT, MOISTURE AND TEST METHOD:

The seller at their cost will determine the gross Green weight., Moisture and BDMT content of the Woodchips as provided hereunder:

- a) Gross Green Weight shall be determined at the loading Port by a draft survey of an Independent marine surveyor nominated by the Seller with the concurrence of the Buyer. Such determination shall be shown in a certificate form called as "CERTIFICATE OF DRAFT SURVEY REPORT".
- b) Moisture percentage shall be determined in accordance with the procedure set forth in EXHIBIT **A**.
- c) BDMT quantity for the shipment shall be calculated as per the following formula: BDMT = {(A (AxC)) X 100% B}

25 Whereas

A = Gross Green weight as certified

B = Moisture percentage determined

C = the total of the percentage given below:

- Percentage of oversize Woodchips exceeding 5%
- Percentage of fines exceeding 3%
- Percentage of bark and rot each exceeding 0.5% and 0.5% respectively.

The BDMT quantity shall be expressed to the nearest two decimal places. If the third digit after the decimal point is less than 5, the digit shall be rounded off to the second digit after the decimal point but if the third digit after the decimal point is over 5 or exactly 5, the second digit after the decimal point shall be increase by one. The Seller shall prepare a certificate ("CERTIFICATE OF MOISTURE") which sets out the calculation of the BDMT quantity in

18 | Page



accordance with the formula above and send such CERTIFICATE OF MOISTURE by or e-mail to the Buyer within two (2) days of the completion of the loading.

- d) The **BDMT** quantity determined at the Loading Port in accordance clause C above and set forth in the **CERTIFICATE OF MOISTURE** shall be considered as final for any purpose including the determination of invoicing and payment amount.
- e) The Seller shall ensure that the laboratory equipment used by the independent 3rd party for the purpose of determination provided in clause a) and b) above shall be maintained in good order and to the standards of accuracy consistent with good industry practice.
- f) Price deductions based on non-conformance to specifications shall be as follows:

Description	Allowed maximum weight in GMT	Price Deduction
Over 28.6 mm	5%	100% on excess weight
Under 4.8 mm	3%	100% on excess weight
Bark & Rotten Woods	1%	100% on excess weight

In case of difference between the BDMT derived at the Loading Port (**FIRST VOLUME**) and BDMT quantity derived at the Discharge Port made by an independent testing agency separately appointed by the Buyer for testing at Buyer's lab at their own cost in accordance with the terms of EXHIBIT A (**SECOND VOLUME**) is over two (2) percent, then the spare sample collected at the Loading Port will be sent for re-testing of bone dry percentage of Woodchips to independent agency appointed by the Buyer and the Seller by mutual consent in the Loading Port country if requested by the Buyer. The cost of the 3rd party re-testing shall be shared by the Buyer and the Seller in equal proportions. The result of the 3rd party re-testing of bone dry percentage (FINAL BD%) of the Woodchips will be binding on both parties. Re-testing must be completed within six (6) weeks from the date of loading completion.

If the difference between the BDMT quantity calculated by the FINAL BD% (THIRD VOLUME) and the BDMT quantity determined in the CERTIFICATE OF DRAFT SURVEY REPORT and load port certificate of moisture issued at the Loading Port upon the loading completion (FIRST VOLUME) is greater than two (2) percent then the difference in the value between the FIRST VOLUME and the THIRD VOLUME will be reimbursed to the Seller or to the Buyer by T/T remittance within twenty (20) calendar days.

26 | FORCE MAJEURE:

- Time lost in waiting for berth due to congestion and occupancy of berth shall not be Force majeure. If port authorities declare the force majeure, the said situation has to be intimated in writing by the discharge port authority clarifying the justified reason for such call using the word force majeure in writing. Such situation needs to be clearly endorsed by the Govt authorities concerned in writing and to be stated in Statement of Facts.
- 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.



27 METHOD OF SHIPMENT:

a) Vessel & Age:

- 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.
- 1) Vessel age should be less than 25 years. The requirement that all the vessels should be "Classified vessels" that are classified with one of the classification societies as per the "Institute Classification Clause" 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.

b) On fixing the vessel, Supplier shall intimate the following details immediately to Purchaser by /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.

c) On completion of loading of the material, Supplier shall intimate the following details immediately to the Purchaser by /e-mail.

Name of Vessel, Description, Exact quantity, Value, Bill of Lading No and Date.

- d) Supplier shall also courier one negotiable copy of Bill of Lading, four non-negotiable copies of Bill of Lading, copy of invoice, certificate of Moisture and size analysis at load port certificate of quantity, Draft Survey Report, Phytosanitary certificate, Fumigation certificate and certificate of origin to Purchaser within seven days from the date of Bill of Lading.
- e) The Supplier shall pay and bear all Port charges (except cargo unloading and cargo related charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable at loading / discharge ports to be borne by the Supplier.

28 **Submission of Tender Fee and EMD**:

Tenderers are requested to remit Tender fee & EMD payment through NIC online payment gateway.

Tender Fee:

Non Refundable Tender fee of Rs 590/- should be remitted through NIC online payment gateway.

EMD: EMD of Rs.2,00,000/- should be remitted through NIC online payment gateway.

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: https://tntenders.gov.in/nicgep/app

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.

29 **SECURITY DEPOSIT**:

In the event of an order, the EMD amount of the successful bidder will be converted into interest free security deposit and will be returned on successful completion of order. In the event of cancellation of order due to unsatisfactory performance of the supplier, the security deposit amount shall stand forfeited.

30 | TRANSFER AND SUBLETTING:

The Supplier shall not sublet, transfer, assign or otherwise part with the contract or any port 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.



31 Liquidated Damages (LD) Clause:

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 CIF 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.12 (Delivery schedule) of Annexure II (A) – General 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

liquidated damages shall not exceed five percent (5%) of the contract price of the material so delayed. 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

32 | CANCELLATION:

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.

RISK PURCHASE:

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 SELLER 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 SELLER shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

MARINE RISK INSURANCE:

Marine Insurance will be arranged by TNPL at their cost. The supplier should intimate the shipment details to our Insurance Company along with copy of B/L by e-mail on the same date of B/L.

CORRESPONDENCE:

All correspondences concerning the Tender shall state the Tender number and shall be addresse to CGM (PURCHASE & PLANTATION). Tamil Nadu Newsprint and Papers Limited, Kagitpapuram — 639 136, Karur Dist, Tamil Nadu, India. **Email id :** kalyanasundaram.c@tnpl.co.in / pltn.monitoring@tnpl.co.in

36 JURISDICTION FOR LEGAL PROCEEDINGS:

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

- 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.
- 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.

39 | FINANCIAL STATUS:

Please give your sales turn over for the past 3 years along with supporting documents. Tenderers should provide an audited balance sheet / IT return acknowledgement copies without fail.

40 INFORMATION / DOCUMENTS:

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 disgualified automatically.



ARBITRATION:

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.

42

The tenderers are permitted to deal only with Plantation Department.

Tamil Nadu Newsprint and Papers Limited

WOODCHIPS ANALYSIS PROCEDURE

EXHIBIT A

1. Sampling:

A. Testing method:

From the beginning to the end of the loading operations, a sample of 5 kg green weight shall be taken every 200 green metric tons of cargo loaded from the reclaim transfer point on the ship loader belt.

Each sample taken from the ship loader belt by the above procedures shall be severally screened in accordance with TAPPI Standard (UM21).

Rot, Char and foreign material such as metal or rock shall be inspected for each sample taken from the ship loader belt by the above procedures and must be nil in each sample. Each sample stipulated above shall be dived into the 2 kg sample and 1 kg sample. The 2 kg sample is used for sieve analysis for testing size and the mixture of foreign materials. The 1 kg sample is to be used in determining moisture content. A 10 kg composite sample of cargo loaded on to the vessel is kept for 3 months.

B. Method of sample sub-division:

Procedure:

- a) Sample is mixed on table & separated into 4 quarters. Two kilograms from quarters diagonally opposite are weighed. Sample is checked for foreign material (bark and rot), which is removed and weighed, once foreign material (bark and rot) has been removed, the sample is transferred to the classifier.
- b) From the remaining sample. 1 kg is weighed for moisture analysis.

2. Analysis as per TAPPI UM21

- a) Wennberg Classifier with effective screen area of 3 ft 2 (0.3m2). Opening in trays 1 1/8", 7/8", 3/6" and 3/16" in diameter holes and dust tray.
- b) Mechanical shaker will have the ability to impart a vigorous shaking action so that complete separation is achieved in 7 minutes ± 2 minutes.

Procedure:

- a) Sample is mixed on table and separated into 4 quarters.
- b) Weigh out 2 kilogram to the nearest gram from guarters diagonally opposite
- c) Check sample for foreign bark and rot. Remove this and weigh it to the nearest 0.1g
- d) Transfer remainder of sample to the chip classifier and set for 7 minutes shaking cycle
- e) Weigh the chips retained on each screen and that passed to the dust collection pan. Record the weights to be nearest gram.
- f) Remove "card" wood chips (that is woodchips with length from out surface to out surface less than 1 1/8" but wider than 1 1/8") from the 'retained on 1 1/8' screen and add to retained on 7/8" screen fraction.
- g) Compute the percentage of wood chips retained on each screen and the dust collection pan Express each weight as a percentage of the total sample weight inclusive of the rot and bark.
- 3. The average of all samples tested per vessel shall be as follows:

- Over 28.6 mm : Not more than five percent (5%) in green weight

4.8 mm to 28.6 mm
 9.5 mm to 22.2 mm
 Under 4.8 mm
 Not less than ninety-two percent (92%) in green weight
 Not more that fifty-five percent (55%) on green weight
 Not more than three percent (3%) in green weight

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Tamil Nadu Newsprint and Papers Limited

4. Moisture:

Drying ovens with electric heating, automatic temperature control and forced draft circulation. Balance reading to 0.1 gram.

Procedure:

- a) Weigh 1000 grams of the green weight sample into a tray
- b) Dry in an oven at 105°C ± 5°C for 18 hours(Dry weight shall be deemed to be constant at 18 hours).
- c) Remove sample from oven and weight immediately to 0.1 gram. This shall be called the Dry Weight to calculate the dry fibre percentage, the dry weight is divided by the green net weight and multiplied by 100.

Dry Fibre percentage =	Dry Fiber Weight	X 100
	Net Green weight	X 100

Formula for calculating BDMT and BDU

DDMT in abinus aut -	Green Metric Tons X Dry Fibre Percentage
BDMT in shipment =	100

5. Account of testing:

The above procedures shall be carried out by the seller at its own expense and the Buyer shall have the right to attend and inspect the procedures. Seller will keep records of all of such tests, which shall be open to inspection by the Buyer at any time.



Annexure – II (B) - TERMS AND CONDITIONS FOR REVERSE AUCTION:

Contact Details:

Mr.C. Kalyanasundaram CGM (Purchase &	Phone	+91 9566007900
Plantation),	e-mail	kalyanasundaram.c@tnpl.co.in / pltn.monitoring @tnpl.co.in

Selection process of vendors:

- a) 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
- b) E-reverse auction will be conducted on the specified date and time intimated separately through e-mail
- c) 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.
- d) 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 Rate in USD per BDMT (CFR Karaikal) basis.

In the Online price bid (BOQ), all bidders to quote the Rate in USD but E-reverse auction will be conducted in INR. The exchange rate on Tender due date will be considered to convert USD into INR

Opening Price:

- TNPL would fix the opening price and minimum bid decrement in INR for E reverse auction. After the completion of E-auction, in INR the lowest price obtained in E-auction will be again converted into USD (rounded off to 2 decimals) using the same exchange rate converted earlier.
- Bidders can bid lower than the Opening Price.

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/NIC Portal.

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 and 15.00 hours (say 14.57), the bidding would be extended till 15.10 hours.
- If no bids are placed between 14:50 hours and 15.00 hours, the bidding will conclude at 15.00 hours.

Validity:

The rate should be valid for a period of **3 weeks** from the date of price bid opening for acceptance. 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.



Tamil Nadu Newsprint and Papers Limited Annexure – II (C) - PROCESS COMPLIANCE STATEMENT

Bid event to be held for procurement of	Imported Woodchips in Bulk (Thickness less than 6 mm) Species Eucalyptus Species/ Acacia Species for Unit- I	TNPL Tender No: 242513003852
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e of the Organization:
t of the organization.

The following terms and conditions are accepted by us for participation in the above bid event. We have accepted the auction rules on participation at the bid event. The award decision by TNPL would be final and binding on us.

- 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 the website hosting the auction. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
- 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.

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	



TENDER NO: 242513003852- 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 duly filled in all the points.

01	Whether the tenderer is a manufacturer (or) dealer. In case the tenderer is a dealer, necessary dealership certificate/authorization letter from the manufacturer is to be submitted.	Manı	ufacturer / Deale	er
	Whether Dealership certificate/authorization letter from the manufacturer is enclosed.		Yes / No	
02	Name and address on whom the purchase order is to be released.			
	Name of contact person: Mobile No: Email ID:			
	Tender Fee: Remit the Tender fee amount of Rs 590/- (including @ GST		YES / NO	
	@ 18%) through NIC online payment gateway.	DD/		
03	The UTR / RTGS transaction statement should be	UTR No. Date		
	uploaded as pdf in the online portal :			
	https://tntenders.gov.in/nicgep/app	Bank		
	Earnest Money Deposit (EMD): Whether the tenderer has sent EMD amount of Rs		YES / NO	
04	2,00,000/- through NIC online payment gateway.	DD/ UTR No.		
04	(Offers received without EMD are liable for rejection). The UTR / RTGS transaction statement should be	Date		
	uploaded as pdf in the online portal : https://tntenders.gov.in/nicgep/app	Bank		
05	Name and address of the Manufacturing Mill			
06	Country of origin			
07	Name of the wood species offered	Eucalyptus Species/ Acacia Species ((Please tick mark whichever is offered)		
08	Production capacity per annum			
09	Quantity commitment to TNPL: Whether committed the entire tender quantity of 25,000 BDMT ± 10%.	AGREE	ED / NOT AGRE	ED
	If not, what is the quantity committed against the current tender?	Qty comm	itted:	BDMT



10	Whether the tenderer can deliver shipments as per TNPL schedule		AGREED / NOT AGREED
11	Whether the tenderer is in a position to supply the material strictly as per TNPL's specifications		AGREED / NOT AGREED
Sp	ecification		
		Offered by the tenderer	
Mat	erial Description	Imported Woodchips in Species: Eucalyptus Sp	Bulk (Thickness less than 6 mm) Decies/ Acacia Species
Spe	ecies	Eucalyptus Species / Acacia Species	
Wo	odchips Size		
a)	More than 28.6 mm Max 5% in GMT		
b) 4.8 mm to 28.6 mm		Min 92% in GMT	
c) 9.5 mm to 22.2 mm		Min 55% in GMT	
d) Less than 4.8 mm Max 3% in GMT			
e)	e) Bark & Rotten wood Max 1% in GMT		
12	Experience: Tenderer/their principal should have supplied at least 1,00,000 BDMT of Woodchips to Industrial Units in India or any other countries during the last 5 calendar years and the documentary evidence for the above should be furnished. Note: The offers of those who do not provide the said documents are liable for rejection.		AGREED / NOT AGREED
13	Validity of Offer: The rate should be valid for a period of 3 weeks from the date of price bid opening for acceptance. 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.		AGREED / NOT AGREED



	Support Letter from the Chipping Mill/Primary Supplier: Whether original support letter from the Chipping Mill/Primary Supplier for offering Imported Woodchips in Bulk (Thickness: Less than 6 mm) to TNPL against this tender has been sent directly to TNPL by the Chipping Mill/Primary Supplier. The detailed specifications of Woodchips (Imported) offered against this tender should be		
14	furnished in the above support letter. The Support letter should have been issued in favour of the supplier on whom then purchase order is to be released and the original Support letter should be received by TNPL directly from the Chipping Mill/Primary Supplier.		
	Note : Offers of those tenderers who do not provide the said documents are liable for rejection.		
	Are you agreeable for our payment terms (SI.No.20 of the General terms and conditions)	AGREED / NO	T AGREED
15		Inside India	YES / NO
	Are you agreeable to bear the L/C charges	Outside India	YES / NO
16	Indicate the L/C Beneficiary's name and address, overseas banker's address.		
		Eucalyptus Specie	s
		Country of origin	
	Please indicate the country of origin and port of	Port of shipment	
17	shipment.	Acacia species	
		Country of origin	
		Port of shipment	
18	Are you able to adhere to the condition with regard to age of vessel as given in Sl.No.27 a of tender conditions?	AGREED / NOT AGREED	
19	Are you agreeable for the general terms and conditions of the tender?	AGREED / NOT AGREED	

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20	Tenderer should submit authorization letter from Principals to participate in this tender.	ENCLOSED / NOT ENCLOSED
21	Liquidated Damages (LD) Clause: Are you agreeable for our LD Clause terms (SI.No.31 of the General terms and conditions)	AGREED / NOT AGREED
22	<u>Declaration:</u> The tenderer should enclose a declaration stating that the partners/Directors of the company are not related to the employees of TNPL.	ENCLOSED / NOT ENCLOSED

- I/W	e hereby	declare	that I/We	read	and	understood	all the	terms	and	conditions	of this	tender
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-	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 the Tender.

-	I/We enclose herewith DD/UTR No	dt	for
	Rs.2,00,000/- towards EMD as per tender conditions.		

DATE: SIGNATURE WITH SEAL

NAME ADDRESS OF THE TENDERER:

NOTE:

- 1. The due date for submission of completed tender document through online portal is **04.11.2024 before 03.00 PM**.
- 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/ap



(Signature) (Name)

Tamil Nadu Newsprint and Papers Limited FORMAT FOR THE LETTER FROM CHIPPING MILL/PRIMARY SUPPLIER:

Tο CGM (PURCHASE & PLANTATION) Dt: Tamil Nadu Newsprint and Papers Limited Kagithapuram - 639 136. Karur Dist. Tamil Nadu. India Dear Sir. Sub: Tender for supply of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species / Acacia Species - reg Ref: Tender No.242513003852 (Name of Chipping Mill/Primary supplier) established and reputable producers of Woodchips 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.242513003852 for the Woodchips 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 Woodchips offered for supply against this invitation for bid by TNPL. The specifications of the Woodchips offered by us are as follows: Material Description **TNPL Specification** Specifications offered Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species **Eucalyptus Species /** Species **Acacia Species Woodchips Size** 1. More than 28.6 mm Max 5% in GMT Min 92% in GMT 2. 4.8 mm to 28.6 mm 3. 9.5 mm to 22.2 mm Min 55% in GMT 4. Less than 4.8 mm Max 3% in GMT 5. Bark & Rotten wood Max 1% in GMT Yours faithfully For and on behalf of M/s (Name of chipping mill owner/primary Agent)

Tamil Nadu Newsprint and Papers Limited

TENDER NO: 242513003852

ANNEXURE - V PRICE BID SCHEDULE

То

M/s. Tamil Nadu Newsprint and Papers Limited Kagithapuram – 639 136, Karur District

Sub: Supply of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species for Unit-I - reg

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

The price to be quoted in USD in the BOQ (Excel file) and uploaded in the online portal.

Name of the bidding firm							
S.No	Description	UOM	RATE @ USD/BDMT CFR Karaikal Port Basis				
1.01	Eucalyptus Species	BDMT	Rate (in numeric value) to be quoted in the BOQ (excel format) provided in the E-Procurement portal				
1.02	Acacia Species	BDMT	Rate (in numeric value) to be quoted in the BOQ (excel format) provided in the E-Procurement portal				

Note:

Tenderer should quote the rate in USD/BDMT on FOR Karaikal Port Basis.

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.

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:	





Tender Inviting Authority: CGM(PURCHASE & PLANTATION)

Name of Work: Procurement of Imported Woodchips in Bulk (Thickness less than 6 mm) Species: Eucalyptus Species/ Acacia Species for Unit - I - Tender quantity - 25000 BDMT

Tender No: 242513003852

Name of the Bidder/ Bidding Firm /									
Company :									
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBE R#	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #		
SI. No.	Item Description	Quantity	UOM	Quoted Currency in USD	RATE @ USD/BDMT CFR Karaikal Port Basis	TOTAL AMOUNT	TOTAL AMOUNT In Words		
1	2	4	5	12	7	13	15		
1	Procurement of Imported Woodchips in Bulk								
1.01	Ecualyptus Species	1.00	BDMT	USD		0.00	USD Zero Only		
1.02	Acacia Species	1.00	BDMT	USD		0.00	USD Zero Only		
Total in Figures	0.00 USD Zero Only								
Quoted Rate in Words					USD Zero C	nly			