



# 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 222313000204

11<sup>th</sup> April 2022

Dear Sir,

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

Ref: Our Global Press Tender No. 222313000204 dated 11<sup>th</sup> April 2022

We, Tamil Nadu Newsprint and Papers Limited (TNPL), would like to procure **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 against the above referred tender. In this connection, please find enclosed the following:

|   |  |                   |
|---|--|-------------------|
| 1 | Qualifying Criteria                          | Annexure – I      |
| 2 | General Terms and Conditions                 | Annexure – II (A) |
| 3 | Specification for Imported Coal              | Annexure – II (B) |
| 4 | Terms & Conditions                           | Annexure – II (C) |
| 5 | Terms & Conditions for Reverse Auction       | Annexure – II (D) |
| 6 | Process Compliance Statement                 | Annexure – II (E) |
| 7 | Technical cum Commercial Bid                 | Annexure – III    |
| 8 | Price Bid schedule (to be filled separately) | 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 and attach one copy of the same **duly signed in all pages** as a token of acceptance along with the Technical cum Commercial Bid.

The tender is to be submitted in a sealed cover super scribing the tender number and due date. Please write on the top of the cover in capital letters as “TECHNICAL CUM COMMERCIAL BID”

The price bid (Annexure IV) should also be sent in a separate sealed cover super scribing Tender No. and Due date along with Technical Cum Price Bid.

Both the covers containing PRICE BID and TECHNICAL CUM COMMERCIAL BID are to be sent in one sealed cover superscribing the Tender no. and due date addressed to **DEPUTY GENERAL MANAGER (PURCHASE) – Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram Post, Karur Dist, Tamil Nadu. PIN.639 136.**

The due date for submission of Tender documents (Price Bid and Technical Cum Commercial Bid) along with EMD is **25.04.2022 before 3 p.m.**

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:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

Initially the **Technical cum Commercial Bid** will be scrutinized and those who qualify in the **Technical cum Commercial Bid**, satisfying all the tender conditions, will only be considered for PRICE BID Stage.

**Please note that the points asked for in Annexure-I 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 reverse auction and price bid stage.**

**TENDER FINALISATION METHOD:**

The tenderers are advised to note that at the **e-auction/Price Bid**, 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. 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 finalise the tender.**

1. Price bid will be obtained from the tenderer in a separate sealed cover for Tuticorin port along with technical cum commercial bid.
2. TNPL would fix the opening price and minimum bid decrement for the **e-auction** and the date and time of **e-auction** will be communicated to the qualified bidders.
3. After closing of the **e-auction**, TNPL will open the Price Bids in the presence of interested bidders. The date and time of opening of price bids will be informed to the qualified bidders.
4. **The lowest offer received either through e-auction or in the price bid, whichever is lower, will only be considered for placement of order.**

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 postal or any other delay in submission of bid on due date and in time.

Thanking you,

Yours faithfully,  
For TAMIL NADU NEWSPRINT AND PAPERS LIMITED,

**DEPUTY GENERAL MANAGER (PURCHASE)**

Encl: as above

| Steaming (Non Coking) Coal in bulk (Imported)<br>Annexure – I: Qualifying Criteria |  |
|--|--|
| 1.   | The <b>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>TENDER FEE:</b> In case, the tenderer has downloaded the tender document from websites, a <b>DD for Rs.590/-</b> is to be sent along with Technical cum Commercial Bid towards Tender Fee.</p> <p><b>EMD:</b> <b>EMD of Rs.10,00,000/- (Rupees Ten Lakhs)</b> should be submitted along with the Technical cum Commercial Bid by <b>Demand Draft (DD)</b> drawn in favour of <b>TAMIL NADU NEWSPRINT AND PAPERS LIMITED</b> payable at <b>KARUR</b>. Offers received without EMD are liable for rejection.</p> <p>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>  |
| 3.   | <b>Acceptance to provide Performance Bank Guarantee for a value of Rs.5 Crores against Purchase order within 15 days from the date of Purchase order.</b>  |
| 4.   | <p><b>Tenderer should have supplied 1,00,000 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.</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> March 2021</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.</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>Audited Financials for 3 latest years together with evidence for filing tax returns / any other statutory regulatory filings.</li> <li>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> <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> |

| Steaming (Non Coking) Coal in bulk (Imported)<br>Annexure – I: Qualifying Criteria  |  |
|---|--|
| 5.  | <p><b><u>Support Letter from the Mines:</u></b><br/>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 received 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 original support letter should be sent in a separate sealed cover superscribing the tender number and mentioning in capital letters as “MINE SUPPORT LETTER” on top of the cover addressed to DGM (PURCHASE)– Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram-639 136, Karur Dist, Tamil Nadu, India and the same should reach TNPL within the due date.</b></p> |
| 6.  | <b>Acceptance of sampling and analysis given in clause 8 of General terms and conditions.</b>  |
| 7.  | The tenderer should <b>commit to supply the entire tender quantity</b> and confirm the delivery schedules given in the tender.   |
| 8.  | Acceptance of price validity as per tender terms   |
| 9.  | Submission of tender within the due date and time  |
| <b><u>NOTE:</u></b> Tenderers who do not comply with the above conditions will not be qualified in the tender for further processing. |  |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

| <b>Steaming (Non Coking) Coal in bulk (Imported)</b><br><b>ANNEXURE – II (A) – GENERAL TERMS AND CONDITIONS</b> |   |
|---|---|
| 1   | <b>PURCHASER:</b><br>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>SUPPLIER:</b><br>Supplier means the persons, firm or corporation to which the contract is addressed. The term supplier includes its successors and assigns.  |
| 3   | <b>COMPLETE AGREEMENT:</b><br>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>MATERIAL &amp; QUANTITY:</b><br>Steaming (Non Coking) Coal in Bulk (Imported) – 4200 GAR<br>Quantity: <b>80,000 MT ± 5%. (70,000 MT ± 5% for Unit-I &amp; 10,000 MT ± 5% for Unit-II)</b><br><b>Origin:</b> Indonesian.<br>TNPL reserves the right to alter the number of shipments and quantity of procurement based on its requirement.<br><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>PRICE:</b><br>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>SAMPLING AND ANALYSIS:</b><br>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.<br>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><br>Mechanical Sampling Procedure: IS 436(Part I / Section II).<br><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><br>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).<br>Total Moisture: ISO 589 : 2008 (E) Method – B2<br><b>Moisture(Inherent):</b> IS 1350 (Part-I) – 6.3.2 Method II<br><b>Volatile Matter:</b> IS 1350 (Part-I) – 7<br><b>Ash:</b> IS 1350 (Part-I) –8<br><b>Size:</b> Sieve analysis of Imported Coal will be tested as per the standard ASTM D4749-87. 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. |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

| Steaming (Non Coking) Coal in bulk (Imported)   |  |   |                            |
|---|--|---|----------------------------|
| ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS |  |   |                            |
|   | <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>   |   |                            |
|   | 1. Gross Calorific Value (ARB)   | 2. Total Moisture (ARB)                             | 3. Inherent Moisture (ADB) |
|   | 5. Volatile Matter (ADB).  | 6. Fixed Carbon (ADB).                              | 7. Sulphur (ADB).          |
|   | 9. Hard Groove Index   | 10. Fe <sub>2</sub> O <sub>3</sub> in Coal Ash (OD) |                            |
|   | <p><b>VALIDITY:</b></p> <p>The rate should be valid for a period of 20 days after the date of e-auction/price bid opening.</p>   |   |                            |
| 9   | <p>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>  |   |                            |
|   | <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> |   |                            |
| 10  |  |   |                            |
|   | <p><b>LIQUIDATED DAMAGES(LD) CLAUSE:</b></p> <p>In the event of Supplier's failure to ship the material within the time specified for shipment, 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 shipped after the contracted shipment period provided. 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>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>  |   |                            |
| 11  |  |   |                            |
|   | <p><b>PENALTY FOR SUPPLY OF COAL WITH SHALES AND STONES:</b></p> <p>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.</p> <p>Also TNPL reserves the right to reject the entire cargo of such contaminated supplies.</p>  |   |                            |
| 12  |  |   |                            |
|   | <p><b>DAMAGE OCCURRED DURING UNLOADING:</b></p> <p>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 (material cost, Additional manpower engaged, railway DC charges, if any )will be debited to supplier account</p>   |   |                            |
| 13  |  |   |                            |



| <b>Steaming (Non Coking) Coal in bulk (Imported)</b><br><b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b> |  |
|--|--|
| 14   | <b><u>GUARANTEE:</u></b><br>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.<br>The decision of the Purchaser in regard to the Supplier's liability under this guarantee shall be final and conclusive.   |
| 15   | <b><u>PERFORMANCE BANK GUARANTEE:</u></b><br>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 <b>valid for a period of twelve (12) months</b> 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.  |
| 16   | <b><u>EARNEST MONEY DEPOSIT(EMD):</u></b><br>All the bidders are required to pay an <b>EMD of Rs.10,00,000/-(Rupees Ten Lakhs)</b> by DD drawn in favour of M/s. TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at KARUR through courier addressed to DEPUTY GENERAL MANAGER (PURCHASE) – Purchase Department so as to reach before due date. Offers received without EMD are liable for rejection.<br><ul style="list-style-type: none"> <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.</li> </ul> The EMD of the unsuccessful bidders will be returned after finalization of the tender. |
| 17   | <b><u>SECURITY DEPOSIT:</u></b><br>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 including completion of assessment at Customs. In the event of cancellation of order due to unsatisfactory performance of the supplier, the security deposit amount shall stand forfeited.   |
| 18   | <b><u>TRANSFER AND SUBLETTING:</u></b><br>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.<br>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.  |
| 19   | <b><u>ACCEPTANCE OF SUPPLY:</u></b><br>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.  |
| 20   | <b><u>REJECTION OF MATERIAL:</u></b><br>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.  |
| 21   | <b><u>CANCELLATION:</u></b><br>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.   |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

| <b>Steaming (Non Coking) Coal in bulk (Imported)</b><br><b>ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS</b> |   |
|--|---|
| 22   | <b><u>RISK PURCHASE:</u></b><br>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.  |
| 23   | <b><u>MARINE RISK INSURANCE:</u></b><br>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.  |
| 24   | <b><u>CORRESPONDENCE:</u></b><br><b>All correspondences concerning the Tender shall state the Tender number and shall be addressed to DEPUTY GENERAL MANAGER (PURCHASE) – Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram – 639 136, Karur Dist, Tamil Nadu, India.</b>  |
| 25   | <b><u>JURISDICTION FOR LEGAL PROCEEDINGS:</u></b><br>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.  |
| 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><br>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><br>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><br>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.<br>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.<br>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><br>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:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)

| Steaming (Non Coking) Coal in bulk (Imported)   |  |                   |                                  |                       |  |   |
|---|--|-------------------|----------------------------------|-----------------------|--|---|
| ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL   |  |                   |                                  |                       |  |   |
| 1   | SPECIFICATION FOR IMPORTED COAL: Tenderer should be in position to supply the material as per TNPL specification given below:  |                   |                                  |                       |  |   |
|   | Description  |                   | Specification                    | Total Rejection Level |  |   |
|   | Gross Calorific Value(Kcal/Kg) (ARB)   |                   | 4200                             | Below 4000            |  |   |
|   | Inherent Moisture (ADB)  |                   | Max 16%                          | -                     |  |   |
|   | Total Moisture (ARB)   |                   | 32%                              | Above 34%             |  |   |
|   | Ash (ADB)  |                   | 6 - 8%                           | Above 8%              |  |   |
|   | Sulphur (ADB)  |                   | <1%                              | -                     |  |   |
|   | Volatile Matter (ADB)  |                   | 38 to 45%                        | Above 45%             |  |   |
|   | Initial Deformation Temperature (IDT) In Reducing Atmosphere   |                   | Above 1200° C                    | -                     |  |   |
|   | Ash Fusion Temperature (AFT) In Reducing Atmosphere  |                   | Above 1350° C                    | -                     |  |   |
|   | Hard Groove Index (No.)  |                   | <50                              | -                     |  |   |
|   | Fines Content (minus 3mm)  |                   | Max 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 GCV, Total Moisture, Ash, and Volatile Matter.                           |  |                   |                                  |                       |  |   |
| 2   | PENALTY CLAUSE:  |                   |                                  |                       |  |   |
|   | 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(GCV):  |                   |                                  |                       |  |   |
|   | Prorata adjustment will be made for GCV on GAR in below 4200 Kcal/kg (GAR) respectively as per the formula given below.  |                   |                                  |                       |  |   |
| a)  | Adjusted C&F Rate  | =                 | $\frac{\text{Actual GAR}}{4200}$ | X                     | $\frac{\text{C\&F Rate as per Purchase Order}}{100}$ |   |
| Note: No premium for GCV above 4200 GAR.  |  |                   |                                  |                       |  |   |
|   | TOTAL MOISTURE ABOVE 32% AND UPTO 34% (ARB):   |                   |                                  |                       |  |   |
|   | For total moisture above 32% and upto 34%, the adjusted weight of each consignment will be worked out as per the following formula.  |                   |                                  |                       |  |   |
|   | b)   | Adjusted Quantity | =                                | Quantity Received     | X  | $\frac{132 - (1.0 \times \text{Actual Moisture})}{100}$ |
|   | In case of Total Moisture exceeding 34%, the consignment will be rejected  |                   |                                  |                       |  |   |
| Note: No upward increase in quantity would be accepted in case the Total Moisture received is below 32 % (ARB). Final price payable will be based on the adjusted weight. |  |                   |                                  |                       |  |   |
| c)  | ASH content (ADB):   |                   |                                  |                       |  |   |
|   | If the Ash contents exceeds 6%(on ADB), penalty @ USD 0.20/MT on C&F Price (arrived after GCV adjustment as above) for every 1% increase in the Ash Content or part thereof will be levied. In case of Ash content exceeds 8%, the consignment will be rejected. |                   |                                  |                       |  |   |
| d)  | Ratio of Fixed Carbon / Volatile Matter (FC/VM):   |                   |                                  |                       |  |   |
|   | If the ratio of FC/VM exceeds 1.2, penalty @ USD 0.25/MT on C&F Price for every 0.1 increase or part thereof will be levied.   |                   |                                  |                       |  |   |

| <b>Steaming (Non Coking) Coal in bulk (Imported)</b><br><b>ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL</b> |   |
|--|---|
|  | <p><b><u>Fines Content:</u></b></p> <p><b>a) Fines Content – Above 20% and upto 25%</b></p> <p>For Fines Content above 20% and up to 25%, a penalty @ USD 0.10/MT on C&amp;F price for every 1% increase of Fines Content or parts thereof will be levied</p> <p><b>ii) Fines Content – Above 25%</b></p> <p>e) For Fines Content above 20% and up to 25%, a penalty @ <b>USD 0.10/MT</b> on C&amp;F price for every 1% increase of Fines content or parts thereof will be levied.</p> <p>In addition to the above, for Fines Content above 25%, a penalty @<b>USD 0.13/MT</b> on C&amp;F price for every 1% increase of Fines Content or parts thereof will be levied.</p> <p>(Please refer the sample worksheet attached for illustration of the penalty application for Fines Content)</p> |
| 3  | <p>Note :</p> <p>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 and 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 of the shipment is split into 2 or 3 parts, separate TPI report shall be issued</p>   |
| 4  | <p>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.</p>   |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

| <b>Steaming (Non Coking) Coal in bulk (Imported)</b><br><b>ANNEXURE - II (C)- TERMS AND CONDITIONS</b> |  |
|--|--|
|  | <p><b><u>SCOPE OF WORK:</u></b></p> <p><b><u>Unit I</u></b><br/>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 / Trucks*</b> (all activities of stevedoring, handling, arranging railway rakes, loading, transportation etc are in supplier's scope).<br/><b>*Due to high moisture, if unloading problem occurs at wagon unloading tippler system, transportation to be done through trucks.</b></p> <p><b><u>Unit II</u></b><br/>1 Supply of Steaming (Non Coking) Coal in Bulk (Imported) on delivery of the material at TNPL Unit II site at Mondipatti (Near Trichy) by road through trucks.<br/>The Scope of the Successful Bidder shall include arranging vessels, stevedoring, handling, storage, port clearances, 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, Coordination with Customs officials in order to complete the assessment of the shipment and any statutory authorities shall also be part of Scope of Work of the Successful Bidder.</u></p>   |
| 2  | <p><b><u>QUANTITY:</u></b><br/><b>Unit I: 70,000 MT ± 5%. &amp; Unit II: 10,000 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><u>The tenderers are advised to note the following:</u></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. 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 consider for all payment purpose</p> <p>d) <b>The VOC Port, Tuticorin has agreed for a Special rate of Rs.199.30/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, actual charges, as applicable needs to be remitted to VOC port by the Stevedoring agent. TNPL will pay Rs.199.30/MT towards stevedoring and handling. Applicable GST shall be paid extra.</b></p> <p><b>Separate work order towards stevedoring and handling would be issued with payment terms of 15 days from the date of receipt of entire cargo of the shipment at TNPL site. Additional charges for port handling if any is to be borne by the supplier only.</b></p> <p>e) Pre-berthing delay, if any, will be to supplier's account.</p> <p>f) 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>g) 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> <p>h) <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). 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> |

| Steaming (Non Coking) Coal in bulk (Imported)<br>ANNEXURE - II (C)- TERMS AND CONDITIONS |  |   |
|--|--|---|
| 4  | <b>Transportation for Unit II:</b><br>For TNPL Unit-2, Mondipatti transportation of material should be done through Trucks. Freight charges @ Rs.700/MT would be paid for road transportation of Coal from Tuticorin to TNPL Unit II. 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.<br>No escalation in the above road freight on any account will be considered during the contract period.   |   |
|  | <b>DELIVERY:</b><br>- Delivery of the 1 <sup>st</sup> rake should immediately on arrival of the vessel and the entire cargo should be delivered within 30 days of completion of vessel discharge (or) as per the requirement of TNPL.<br>- In case of delay in delivery, TNPL is at liberty to impose suitable penalty and the decision of TNPL on this matter is final.<br>The entire cargo of the shipment should be delivered only to TNPL and no part to be diverted to any other customer.  |   |
| 5  | <b>DELIVERY SCHEDULE:</b><br>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.   |   |
|  | <b>Unit – I, Kagithapuram, Karur District</b>  |   |
|  | Sl.no  | Description Tentative delivery Schedule                           |
|  | 1  | Shipment - ETA Tuticorin 70,000 MT – By 20 <sup>th</sup> May 2022 |
|  | <b>As per the delivery schedule, tenderer should plan accordingly during bidding.</b>  |   |
|  | <b>Rake loading should be done for Unit-1, as per TNPL requirement</b>   |   |
|  | <b>Unit – II, Mondipatti, Trichy District</b>  |   |
|  | Sl.no  | Description Tentative delivery Schedule                           |
|  | 1  | Shipment - ETA Tuticorin 10,000 MT – By 20 <sup>th</sup> May 2022 |
|  | <b>Note: Minimum 500 MT/ day shall be delivered to our Unit II by Road through trucks.</b><br>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. Additional charges incurred by TNPL over and above the transportation rates (Rs.700/MT) finalized for Unit-2 shall be deducted from the supplier's stevedoring bills. <b>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> |   |
|  | <b>Coal Import management System (CIMS)</b><br>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 15 days before the expected date of arrival of the imported consignment. <b>The data required for pre-registration in the DGFT website shall be provided three weeks before the vessel arrival.</b>   |   |
|  | 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. TNPL reserves the right to alter the shipment schedules depending on the requirement. <b>The vessel nomination shall be done 3 to 4 weeks prior to the ETA schedule specified above.</b>   |   |

|   |  |
|---|--|
| 6 | <p><b><u>METHOD OF INVOICING:</u></b><br/>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 provisional customs duty assessment. However, Quantity as per TNPL wagon tippler weight and quality as per 3<sup>rd</sup> 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.. 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 for both units. <b>The third party inspection report shall be issued on weighted average basis for the entire shipment/Lot.</b></p> <p><b><u>Documents for Customs Duty:</u></b><br/><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 <u>CERTIFICATE OF ORIGIN (FORM AI)</u> 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></p> <p><b><u>CUSTOMS DUTY:</u></b><br/><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 withheld in the supplier's stevedoring bills.</b></p>  |
| 7 | <p><b><u>PAYMENT TERMS:</u></b></p> <ol style="list-style-type: none"> <li>In case of foreign LC, 100% payment will be made on sight LC basis.</li> <li>In case of High Seas Sale basis, 100% payment of C&amp;F value shall be made by TNPL by establishing 360 days Usance Inland Letter of Credit<br/>All openers' bank charges are to the account of applicant and all other charges are to the account of the supplier.</li> <li>Discounting charges (interest) from the acceptance of Bill of Exchange are to the account of openers for Usance period</li> <li>LC shall be issued for the individual shipments, based on the receipt of Load port documents. However, LC will be opened only after the receipt of Performance Bank Guarantee, as specified in the clause no.15 of Annexure – (I) - General Terms and Conditions.</li> </ol> <p><b><u>Following documents to be submitted (drawn in English) for claiming payment against LC</u></b></p> <ol style="list-style-type: none"> <li>2/3 sets of original on Board Clean Ocean Bill/s of Lading</li> <li>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, FC/ VM Ratio and Fines Content.</li> <li>Bill of exchange to be drawn for 100% of the invoice value.</li> <li>The third party inspection report carried out at TNPL Lab certifying that the material is in accordance with the specification of the contract.</li> <li>Certificate of origin in quadruplicate.</li> <li><b>AIFTA Preferential tariff Certificate of Origin FORM AI in one original and two (2) copies.</b></li> <li>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.</li> <li>Copy of Fax/e-mail advice of shipment in quadruplicate.</li> <li>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.</li> </ol> |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|    |   |
|----|---|
|    | <p><b><u>In case of Stock and Sale Basis:</u></b></p> <p>j) 100% payment would be made by TNPL by establishing 360 days Usance Inland Letter of Credit against submission of documents drawn in English. All openers' bank charges are to the account of applicant and all other charges are to the account of the supplier. Discounting charges (interest) from the acceptance of Bill of Exchange are of the account of openers for Usance period.”</p> <p>k) 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 Third Party Inspection (TPI) report. If TPI 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</p> <p><b><u>In case of delay in arrival of Imported coal shipment against the shipment schedule given in the ANNEXURE - II (C)- TERMS AND CONDITIONS clause 5, supplier would be required to make supplies on 'Stock and Sale' basis in place of C&amp;F basis without any additional financial implication to us in order to tide over critical stock situation.</u></b> In case of foreign bidder, Stock and sale order shall be issued to the Indian Agent after completion of supply at TNPL site. In case of stock and sale basis, the following terms would be applicable to arrive the rate in INR.</p> <ul style="list-style-type: none"> <li>➤ C&amp;F rate in USD (after making necessary deduction for penalty)</li> <li>➤ Stevedoring &amp; Handling charges as applicable (excluding GST).</li> <li>➤ Applicable Basic customs duty and cess, if any for C&amp;F rate in USD.</li> <li>➤ Transit Insurance as applicable on material cost.</li> <li>➤ After completion of supply to TNPL, LC will be opened based on the quality and quantity as per TPI report received at TNPL site.</li> </ul> <p><b><u>PAYMENT FOR STEVEDORING AND HANDLING</u></b><br/> <b>You shall submit the bills as and when the operation is completed relating to one vessel. The payment will be made on shipment-wise as follows:</b></p> <p>a) The weight recorded at TNPL weighbridge report will be final and binding for all purposes including payment.</p> <p>b) 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 Multi city cheque/ RTGS from our Site Office at Kagithapuram, Karur Dist.</p> <p><b><u>PAYMENT FOR TRANSPORTATION (BY TRUCK)</u></b><br/> <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</b></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.   |



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|    |  |
|----|--|
| 12 | <p>In order to facilitate provisional 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. Commercial Invoice based on the load port sampling and analysis report &amp; draft survey report.</li> <li>2. Copy of Bill of Lading</li> <li>3. <b>Original AIFTA Preferential Tariff Certificate of Origin- Form AI.</b></li> <li>4. Copy of Load port Certificate of Sampling &amp; Analysis</li> <li>5. Copy of Certificate of Weight</li> <li>6. Copy of Draught Certificate</li> <li>7. Copy of Shipping Advice</li> <li>8. Original High Sea Sale Agreement, if applicable.</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>   |
| 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 | <p><b><u>WEIGHT:</u></b></p> <p>Weight determination at Supplier's cost at the port of loading by draft survey by a reputed independent inspection agency shall be provisional for the purpose of provisional customs duty assessment.</p> <p>Final determination shall be done at <b>TNPL site</b> conducted at Purchaser's cost by a reputed mutually accepted Independent Surveyor. 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.</p>  |
| 16 | <p>In case the bidder wish to supply coal directly through an overseas supplier, which should be a subsidiary or sister concern on C&amp;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.</p> <p>Under such circumstances, the order shall be split into 2 parts i.e. the C&amp;F part shall be placed on overseas subsidiary/sister concern and the Indian operations shall be awarded to the bidder.</p>   |
|    | <b><u>METHOD OF SHIPMENT:</u></b>  |
| 17 | <p><b><u>Vessel &amp; Age:</u></b></p> <ul style="list-style-type: none"> <li>- Supplier shall be free to fix charter/liner vessels excluding overaged /unclassified vessels. However, shipments will be entertained only through conference line vessels/Liner Vessels certified by Lloyds (or) Equivalent agency.</li> <li>- <b><u>Vessel age should be less than 26 years.</u></b> The requirement that all the vessels should be "<b><u>Classified vessels</u></b>" that are classified with one of the classification societies as per the "<b><u>Institute Classification Clause</u></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.</li> </ul> <p>In case the supplier prefers over aged vessel, the extra insurance premium paid by us for such overage will be recovered from the Supplier.</p> |
| 18 | <p>On fixing the vessel, Supplier shall intimate the following details immediately to Purchaser by Fax/e-mail.</p> <p>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.</p>   |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|    |  |
|----|--|
| 19 | On completion of loading of the material, Supplier shall intimate the following details immediately to the Purchaser by Fax/e-mail.<br>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.  |

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

|   |        |  |     |                 |
|---|--------|--|-----|-----------------|
| Mr. C.RAMESHDAS<br>Deputy General Manager<br>(Purchase) | Phone  | +91 - 9489473950   | Fax | 04324 – 276 368 |
|   | e-mail | <a href="mailto:rameshdas.c@tnpl.co.in">rameshdas.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.
- Subsequently, TNPL would communicate the Opening Price, Bid decrement and date and time of e-Auction
- On the event date, Vendors shall submit bids from their computers through Internet on [www.tnplenders.com](http://www.tnplenders.com). As and when other bidders place the bids, they would have the opportunity to revise their bid downwards if they wish to do so.
- Bidders must communicate their final bid amount by Fax or E-mail to TNPL immediately after the bid event. This may be followed by a hard copy communication of price by Post or Courier.
- At the end of the sourcing event, TNPL will have a list of all the bidders with their final bids, and will decide on awarding the business based on the comprehensive value proposition of each Bidder.

**All other terms and conditions are as per TNPL tender.****Bidding Price Format:** Bidders should quote the **Rate on per MT basis in USD.****Opening Price:**

- Opening price is defined as the highest initial price.
- Bidders can bid lower than the Opening Price.

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

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

**Bid event format:**

This bid event will be conducted in Standard English Price Bid Event, with Alias Name Format.

**Quantity/Specifications/Terms and Conditions:**

Please refer the Annexure - I for the above details.

**Bidding Time & date:** Will be communicated by TNPL separately.**EVENT INFORMATION****Extension Rule:**

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

**Illustration:**

- If a bid is placed between 14:55 Hours to 15.00 hours (say 14.57), the bidding would be extended till 15.05 hours.
- If no bids are placed between 14:55 hours to 15.00 hours, the bidding will conclude at 15.00 hours.

**Validity:**

**The bidders should keep their bids valid for a period of 20 days after the date of Closing of on-line auction.** No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

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

|   |                                     |
|---|-------------------------------------|
| Bid Event to be held for Procurement of<br><b>Steaming (Non Coking) Coal in Bulk (Imported)</b> | <b>TNPL Tender No: 222313000204</b> |
|---|-------------------------------------|

**Name of the Organization:**

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 20 days after the date of Closing of on-line auction.** No bidder is permitted to withdraw his quoted rate within the validity period.

In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

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

|                         |  |
|-------------------------|--|
| Organization            |  |
| Name                    |  |
| Designation             |  |
| Signature & stamp /seal |  |
| Date & Place            |  |

**Tender No:222313000204 – 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)<br><br>Telephone No(s)<br><br>Fax No(s)<br><br>e-mail ID<br><br>Contact persons(authorised to participate in the e-auction)   |  |          |  |        |  |      |  |        |                       |      |  |
| 02       | <b><u>Please indicate</u></b><br><br>A) The name & address on whom <b>Purchase Order is to be released</b> for supply.<br>Note: Letter of credit shall be issued only in the Supplier name on whom Purchase order is released.<br><br>B) The name & address on whom <b>work order order is to be released</b> for stevedoring and handling of the material<br>Note: Billing to be done in the same address. |  |          |  |        |  |      |  |        |                       |      |  |
|          | C) The name & address on whom <b>work order 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 website, a DD for <b>Rs.590/-</b> is to be sent.   | DD Enclosed / Not applicable<br><table border="1"> <tr> <td>DD No.</td><td></td></tr> <tr> <td>Date</td><td></td></tr> <tr> <td>Bank</td><td></td></tr> </table>   | DD No.   |  | Date   |  | Bank |  |        |                       |      |  |
| DD No.   |   |  |          |  |        |  |      |  |        |                       |      |  |
| Date     |   |  |          |  |        |  |      |  |        |                       |      |  |
| Bank     |   |  |          |  |        |  |      |  |        |                       |      |  |
| 03       | <b><u>Earnest Money Deposit(EMD):</u></b><br>Whether the tenderer has sent EMD amount of <b>Rs.10,00,000/-</b> . Please provide the DD No, Date and Bank Name.<br>(Offers received without EMD are liable for rejection).   | <table border="1"> <tr> <td colspan="2">Yes / No</td></tr> <tr> <td>DD No.</td><td></td></tr> <tr> <td>Date</td><td></td></tr> <tr> <td>Amount</td><td><b>Rs.10,00,000/-</b></td></tr> <tr> <td>Bank</td><td></td></tr> </table> | Yes / No |  | DD No. |  | Date |  | Amount | <b>Rs.10,00,000/-</b> | Bank |  |
| Yes / No |   |  |          |  |        |  |      |  |        |                       |      |  |
| DD No.   |   |  |          |  |        |  |      |  |        |                       |      |  |
| Date     |   |  |          |  |        |  |      |  |        |                       |      |  |
| Amount   | <b>Rs.10,00,000/-</b>   |  |          |  |        |  |      |  |        |                       |      |  |
| Bank     |   |  |          |  |        |  |      |  |        |                       |      |  |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|   |  |                |                       |  |
|---|--|----------------|-----------------------|--|
| 04  | Description  | Specification  | Total Rejection level | Specifications Offered by the Tenderer |
|   | Gross Calorific Value (GCV) (Kcal/Kg) (ARB)  | 4200           | <b>Below 4000</b>     |  |
|   | Inherent Moisture (ADB)  | Max 16%        | -                     |  |
|   | Total Moisture (ARB)   | 32%            | <b>Above 34%</b>      |  |
|   | Ash (ADB)  | 6 - 8%         | <b>Above 8%</b>       |  |
|   | Sulphur (ADB)  | <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 Groove Index (No.)  | <50            | -                     |  |
|   | Fines Content (minus 3mm)  | <b>Max 20%</b> | -                     |  |
|   | Fe <sub>2</sub> O <sub>3</sub> in Coal Ash (OD)  | 6 to 8%        | -                     |  |
|   | FC/VM Ratio  | Max 1.2        | -                     |  |
| <b>NOTE:</b><br>a) Size: 0 to 50mm.<br>Size analysis in percentage of coal offered in various sieve sizes to be provided in your offer.<br>l) 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 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              |  |
| 10  | <b>Performance Bank Guarantee:</b><br>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><br>(Offers those who do not agree to provide performance bank guarantee as above will not be qualified in the Tender). |                | Agreed / Not Agreed   |  |



**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|    |  |          |
|----|--|----------|
| 11 | <p><b>Experience:</b><br/>Tenderer should have supplied 1,00,000 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.</p> <p>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 preceding three financial years or calendar year including the current year. 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.</p> <p>Tenderer should have <b>positive net worth of Rs.40 Crores</b> as on 31<sup>st</sup> March 2021 (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>Audited Financials for 3 latest years together with evidence for filing tax returns / any other statutory regulatory filings.</li> <li>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>   |          |
| 14 | <p><b>Validity of Offer:</b><br/>The rate should be valid for a period of 20 days after the date of Closing of e-auction/ price bid opening. 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.</p>   | Yes / No |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|    |  |                     |          |
|----|--|---------------------|----------|
| 15 | <p><b><u>Mine Support Letter:</u></b></p> <p>Whether Original support letter from the Mine Owner for offering Coal to TNPL against this tender is enclosed. The detailed specifications of Coal offered should be furnished in the above support letter.</p> <p><b>The Mine Support Letter should have been issued in favour of the supplier on whom the order is to be released and the original support letter should be received from the Mine Owner.</b></p> <p>The offers of those who do not provide the said document are liable for rejection.</p> | 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><u>age of Vessel</u></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 the general terms and conditions   | Yes / No            |          |
| 22 | <p><b><u>Documents for Customs Duty:</u></b></p> <p>Whether agreed to provide necessary <b><u>CERTIFICATE OF ORIGIN (FORM AI)</u></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></p>  | Agreed / Not agreed |          |

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

|    |  |          |
|----|--|----------|
| 23 | <b>DECLARATION:</b><br>Whether the Partners or Directors or Proprietor, as the case may be, of the Company are related to any of the employees of TNPL.<br><br>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 DD No: \_\_\_\_\_ dt \_\_\_\_\_ for **Rs.10,00,000/-** towards EMD as per tender conditions.

Date:  
Address:

Signature with Seal

**NOTE:**

1. **The due date for submission of completed tender document is 25.04.2022 before 03.00 PM.**
2. No late tender will be entertained. TNPL will not be responsible for the postal or any other delay in submission of bid on due date and in time.

**MM/SP/TENDER 222313000204 - 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 quote our rate as follows:

| Sl.No | Description   | <u>Rate per MT</u> |
|-------|---|--------------------|
| 1.    | <b>Rate per MT on C&amp;F Tuticorin basis (for both Units)</b><br><br>[GCV (ARB) of 4200 GAR basis) | <b>USD</b>         |

**Note:**

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.

Place:

(Signature with seal)

Date:

Address:

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

DEPUTY GENERAL MANAGER (PURCHASE) – 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. 222313000204 dated 11.04.2022**

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. 222313000204** 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> )  | 6 - 8%              |                        |
| 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)

**Tender No:222313000204 – Steaming (Non Coking) Coal in bulk (Imported)**

| Method of calculation for Penalty application for<br>Fines content ( Pl. refer Clause no.2d of Annexure II (B) – “Specification of Imported Coal” ) |                   |   |                   |                            |
|---|-------------------|---|-------------------|----------------------------|
| Consignment Qty (MT)  | Fines content (%) | Basis of Penalty  | Penalty (USD /MT) | Total Penalty amount (USD) |
| 70000   | 20.1              | <u>For above 20% of Fines content, Penalty @ USD 0.10/MT for every 1% increase or part thereof</u>              | 0.1               | 7000                       |
| 70000   | 22                |   | 0.2               | 14000                      |
| 70000   | 23                |   | 0.3               | 21000                      |
| 70000   | 24                |   | 0.4               | 28000                      |
| 70000   | 25                |   | 0.5               | 35000                      |
| 70000   | 26                | <u>For above 25% of Fines content, Penalty@ USD 0.13/MT for every 1% increase or part thereof for above 25%</u> | 0.63              | 44100                      |
| 70000   | 27                |   | 0.76              | 53200                      |
| 70000   | 28                |   | 0.89              | 62300                      |
| 70000   | 29                |   | 1.02              | 71400                      |
| 70000   | 30                |   | 1.15              | 80500                      |