TNPL

ICSI
NATIONAL AWARD
FOR EXCELLENCE IN
CORPORATE GOVERNANCE

Tamil Nadu Newsprint and Papers Limited

(A Government of Tamil Nadu Enterprise)
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MM/SP/TENDER 222313002395 **21st July 2022**

Dear Sir,

Sub: Supply of **4200 GAR** Steaming (Non Coking) Coal in bulk (Imported) through Stock and sale and arrange for delivery at TNPL, Kagithapuram Factory basis through railway rakes and Unit-II on truck basis – reg.
Ref: Our Press Tender No. 222313002395 dated 21st July 2022

We, Tamil Nadu Newsprint and Papers Limited (**TNPL**), would like to procure **30,000 MT ± 5% of 4200 GAR Steaming (Non Coking) Coal in Bulk (Imported) through Stock and sale and arrange for delivery at TNPL factory basis through Railway rakes-Unit-I/Trucks-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 **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 27.07.2022 before 3 p.m.

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 stage.

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 6 of the enclosed general 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 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 parties.
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 through sealed 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,

GENERAL MANAGER (PURCHASE)
Encl: as above

Steaming (Non Coking) Coal in bulk (Imported)

Annexure – I: Qualifying Criteria

1.	The **Steaming (Non Coking) Coal in Bulk** offered should conform to TNPL specifications.
2.	**Submission of Tender Fee and Earnest Money Deposit (EMD):** **TENDER FEE**: In case, the tenderer has downloaded the tender document from websites, a **DD or through RTGS mode for Rs.590/-** is to be sent along with Technical cum Commercial Bid towards Tender Fee. **EMD**: **EMD of Rs.10,00,000/- (Rupees Ten Lakhs)** should be submitted along with the Technical cum Commercial Bid by **Demand Draft (DD)** drawn in favour of **TAMIL NADU NEWSPRINT AND PAPERS LIMITED** payable at **KARUR** or through RTGS mode. Bank details for RTGS payment: Account Number: 1152223000000372 Description: CC Account Account Name: TAMIL NADU NEWS PRINT AND PAPERS LTD Corporate Address: KAGITHAPURAM, KARUR DISTRICT, TAML NADU-639136 BANK NAME: KARUR VYSYA BANK Branch address: KARUR WEST (L.N.S), ERODE ROAD, LNS POST, KARUR, PIN Code 639002 IFS Code: KVBL0001152 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.
3.	Only the tenderers, who have sufficient stock at Karaikal, Tuticorin and Ennore port shall be considered in the subject tender. Tenderer shall furnish the Imported coal stock available at Port (necessary proof shall furnished). Tenders shall provide copies of the Purchase orders for Supply of imported coal.
4.	**Acceptance of sampling and analysis given in clause 8 of General terms and conditions.**
5	The tenderer should **commit to supply minimum 50% of the tender quantity** and confirm the delivery schedules 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.

	Steaming (Non Coking) Coal in bulk (Imported) **ANNEXURE – II (A) – 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.
3	**COMPLETE AGREEMENT:** 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	**MATERIAL & QUANTITY:** Steaming (Non Coking) Coal in Bulk (Imported) – 4200 GAR Quantity: **22,500 MT ± 5%. for Unit-I, Kagithapuram and 7,500 MT for Unit-II, Mondipatti** **Origin:** Indonesian. Tenderers to quote for minimum quantity of 15,000 MT. TNPL reserves the right to alter the quantity of procurement based on its requirement. TNPL only reserves the right for the option of exercising the tolerance (**± 5%)**
5	**PRICE:** The price should be quoted **on Ex Port basis with detailed break up as per Price schedule attached.** However, delivery of the material to be done at TNPL, Unit-1 Kagithapuram factory basis through Railway rakes/trucks-Unit-II.
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	**SAMPLING AND ANALYSIS:** Each consignment should be accompanied by certification of Sampling and Analysis as per IS/ISO//ASTM Standard or any other International Standards mutually agreed upon. The certificate shall contain the necessary details including conformity of size stipulations of contract. The certificate shall be arranged by the Supplier at his cost. On arrival of the consignment at TNPL site, the 3rd party Inspection Agency to be appointed by TNPL shall draw samples in the presence of the representatives of Purchaser and Supplier. **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.** Mechanical Sampling Procedure: IS 436(Part I / Section II). **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 & 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.** NOTE: In case of any break down of the mechanical sampling system, TNPL would follow manual sampling procedure as per IS 436(Part I / Section I). Total Moisture: ISO 589 : 2008 (E) Method – B2 **Moisture(Inherent):** IS 1350 (Part-I) – 6.3.2 Method II **Volatile Matter**: IS 1350 (Part-I) – 7 **Ash**: IS 1350 (Part-I) –8 **Size**: **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.**

Steaming (Non Coking) Coal in bulk (Imported)
ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS

Gross Calorific Value: ISO 1928.
One part will be analysed by the 3rd party Inspection Agency at TNPL lab in the presence of TNPL and seller and this will be binding on all parties.
Second part to be retained as referee sample under joint lock under the custody of 3rd party Inspection Agency and TNPL for a period of 3 months for reference.
The final results of analysis given by the 3rd 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.
The charges incurred for conducting discharge port analysis and at TNPL site by the 3rd party Inspection Agency shall be borne by Purchaser.
The Supplier shall furnish a certificate of sampling and analysis issued at the load port, stating the following to the Purchaser.

1. Gross Calorific Value (ARB)	2. Total Moisture (ARB)	3. Inherent Moisture (ADB)	4. Ash (ADB).
5. Volatile Matter (ADB).	6. Fixed Carbon (ADB).	7. Sulphur (ADB).	8. Size of Coal
9. Hard Groove Index	**10. Fe_2O_3 in Coal Ash (OD)**		

9 **VALIDITY:**
The rate should be valid for a period of 15 days after the date 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.

10 **FORCE MAJEURE:**
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.

11 **LIQUIDATED DAMAGES(LD) CLAUSE:**
In the event of Supplier's failure to supply the material within the time specified for supply, the Supplier shall have to pay Liquidated Damages a sum equivalent to Half percent of the basic price of material, which the Supplier had failed to supply as aforesaid, for each and every week (part of a week being treated as a full week) during which the material is not supplied after the contracted supply 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 basic 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.

12 **PENALTY FOR SUPPLY OF COAL WITH SHALES AND STONES:**
In case the material supplied is found contaminated with shales and stones, such rejects would be segregated and the additional cost incurred for segregation of shales and stones will be debited from Supplier's stevedoring bills.
Also TNPL reserves the right to reject the entire cargo of such contaminated supplies.

13 **DAMAGE OCCURRED DURING UNLOADING:**
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

Steaming (Non Coking) Coal in bulk (Imported) ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS	
14	**GUARANTEE:** 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 railway freight etc., already made for the rejected quantity. The decision of the Purchaser in regard to the Supplier's liability under this guarantee shall be final and conclusive.
15	**EARNEST MONEY DEPOSIT(EMD):** **All the bidders are required to pay an EMD of Rs.10,00,000/-(Rupees Ten Lakhs) by DD drawn in favour of M/s. TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at KARUR through courier addressed to GENERAL MANAGER (PURCHASE) – Purchase Department so as to reach before due date.** Offers received without EMD are liable for rejection. - The EMD amount will not bear any interest. - 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. - 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. - The EMD amount of the successful bidder will be converted into interest free security deposit. The EMD of the unsuccessful bidders will be returned after finalization of the tender.
16	**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 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.
17	**TRANSFER AND SUBLETTING:** The Supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly, without the previous written permission of the Purchaser. The Supplier shall be entirely responsible for the execution of the contract by the subcontractor, if any permitted by the Purchaser. For this purpose, the Supplier shall at his own cost ensure adequate inspection of their works by an independent organization acceptable to the Purchaser.
18	**ACCEPTANCE OF SUPPLY:** 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.
19	**REJECTION OF MATERIAL:** If the consignment of coal is rejected due to non conformity of the specifications as detailed in clause 8 **"Sampling and Analysis" of Annexure II (A) "General Terms & Conditions"**, the Supplier shall reimburse the expenditure incurred by TNPL towards 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.
20	**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. TNPL also reserves the right to exercise the Risk Purchase Option given in Clause (21) of the Tender.

Steaming (Non Coking) Coal in bulk (Imported) ANNEXURE - II (A)- GENERAL TERMS AND CONDITIONS	
21	**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 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.
22	**CORRESPONDENCE:** **All correspondences concerning the Tender shall state the Tender number and shall be addressed to GENERAL MANAGER (PURCHASE) – Purchase Department, Tamil Nadu Newsprint and Papers Limited, Kagithapuram – 639 136, Karur Dist, Tamil Nadu, India.**
23	**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.
24	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.
25	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.
26	**FINANCIAL STATUS:** Please give your sales **turn over for the past 3 years** for the Financial (or) Calendar years (as applicable) along with supporting documents. Tenderers should provide an audited balance sheet / IT returns acknowledgement copies without fail.
27	**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 disqualified automatically.
28	**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.
29	**Accidental Risk Coverage :** 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.
30	The tenderers are permitted to deal only with **Purchase Department**.

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 **C**alorific **V**alue(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 1200º C	-
Ash Fusion Temperature **(AFT)** In Reducing Atmosphere	Above 1350º C	-
Hard Groove Index (No.)	<50	-
Fines Content (minus 3mm)	**Max 20%**	-
Fe_2O_3 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 a)

PENALTY CLAUSE:

The Quantity and Basic 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.

Adjusted Rate	=	Actual GAR / 4200	X	**Basic Rate** as per Purchase Order

Note: No premium for GCV above 4200 GAR.

b)

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

For total moisture above 32% and upto 34%, the adjusted weight of each Lot / consignment will be worked out as per the following formula.

Adjusted Quantity	=	Quantity Received	X	132 – (1.0 x Actual Moisture) / 100

In case of Total Moisture exceeding 34%, the Lot / 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.

Steaming (Non Coking) Coal in bulk (Imported) ANNEXURE - II (B)- SPECIFICATION OF IMPORTED COAL	
c)	**ASH content (ADB):** If the Ash contents exceeds 6% (on ADB), penalty @ Rs.15/MT on Basic 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 entire Lot / consignment will be rejected.
d)	**Ratio of Fixed Carbon / Volatile Matter (FC/VM):** If the ratio of FC/VM exceeds 1.2, penalty @ Rs.20/MT on Basic Price for every 0.1 increase or part thereof will be levied.
e)	**Fines Content:** **a) Fines Content – Above 20% and upto 25%** For Fines Content above 20% and upto 25%, a penalty @ **Rs.7.5/MT** on Basic price for every 1% increase of Fines Content or parts thereof will be levied **ii) Fines Content – Above 25%** For Fines Content above 20% and upto 25%, a penalty @ **Rs.7.5/MT** on Basic price for every 1% increase of Fines content or parts thereof will be levied. In addition to the above, for Fines Content above 25%, a penalty @ **Rs.10/MT** on Basic price for every 1% increase of Fines Content or parts thereof will be levied. (Please refer the sample worksheet attached for illustration of the penalty application for Fines Content)
3	Note : For the purpose of assessment of Coal quality, the sample shall be taken from each rake / truck through Automatic coal sampler. The analysis shall be done for each rake 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 lot of supply.
4	Supplier may depute separate representative for witnessing weighment, sampling and analysis at TNPL Unit-I-Kagithapuram and Unit-II-Mondipatti. Free Boarding and Lodging for representatives would be provided by TNPL for both units. **In case any delay in deputing supplier representative for witnessing the coal testing at TNPL site, TPI agency shall carryout the testing and declare the result. No dispute can be entertained after the declaration of result by TPI agency.**

Steaming (Non Coking) Coal in bulk (Imported)
ANNEXURE - II (C)- TERMS AND CONDITIONS

1	**SCOPE OF WORK:** **Unit-I** Supply of Steaming (Non Coking) Coal in Bulk (Imported) on TNPL factory basis and arrange delivery of the material at TNPL Unit-I site at Kagithapuram through Rail **Rakes)**. **Unit-II** 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. (All activities of stevedoring, handling, arranging railway rakes, loading, transportation etc are in supplier's scope).
2	**QUANTITY:** **Unit – I, Kagithapuram, Karur District: 22,500 MT ± 5%.** **Unit – II,Mondipatti: 7,500 MT ± 5%.** TNPL reserves the right to alter the quantity of procurement based on its requirement.
3	**The tenderers are advised to note the following:** a) **The Railway freight would be paid by TNPL through e-payment for TNPL Unit-1, Kagithapuram, Karur District for Transportation from Tuticorin and Karaikal Port.** For Ennore port, bidder should pay the Railway freight and claim the reimbursement from TNPL. 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 your Stevedoring Bills**. The applicable Railway freight (prevailing rate from Tuticorin/Ennore/Karaikal to Pugalur) would be paid by TNPL. b) All applicable deduction shall be done from the Stevedoring bills. c) 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. d) 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.

S.No	Description	Charges applicable
1	Railway freight	The Railway freight would be paid as applicable for movement from Tuticorin to Pugalur Siding Rs.797.20/MT is (Exclusive of GST)
		The Railway freight would be paid as applicable for movement from Karaikal to Pugalur Siding is Rs.672.50/MT (Exclusive of GST)
		The Railway freight would be paid as applicable for movement from Ennore to Pugalur Siding is Rs.1054.70/MT (Exclusive of GST)
	Transportation through Railway rakes	1. Bidders are allowed to move the material through Rail Rakes only (Unit-I) 2. Dead Freight, Under loading, Over Loading charges, ENHC,SD,POLA,PCLA and any other charges mentioned in Electronically Transmitted Railway Receipt (eT-RR) are to borne by the bidders. TNPL shall pay only the Basic freight for the actual quantity received at TNPL factory site. **3.** In case of movement of material from Ennore Port, the bidder should pay the railway freight in advance and TNPL shall immediately reimburse the same, upon submission of reimbursement claim. **4.** However, TNPL shall debit the excess railway payment, as specified in the clause no.3a from the stevedoring bills.

Steaming (Non Coking) Coal in bulk (Imported)
ANNEXURE - II (C)- TERMS AND CONDITIONS

5

DELIVERY SCHEDULE:

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**.

Sl.no	Operating Unit	Required Delivery Schedule
1	Unit – I, Kagithapuram, Karur District	**22,500 MT - from 01st August 2022**
2	Unit – II, Mondipatti, Trichy District	**7,500 MT - from 01st August 2022**

As per the delivery schedule, tenderer should plan accordingly during bidding.

DELIVERY: Bidder should be ready to load the material through Rail Rake and trucks on or before 31st July 2022

Delivery of the Rakes should be started immediately upon issue of LOI/ purchase order. In case of delay in delivery, TNPL is at liberty to impose suitable penalty and the decision of TNPL on this matter is final. **The supply of the material is to be completed within seven (7) days from the date of receipt of LOI / Purchase order, without fail.**

Transportation for Unit II:
For TNPL Unit-2, Mondipatti transportation of material should be done through Trucks/tippers.

Freight charges	Freight charges @ **Rs.690/MT** would be paid for road transportation of Coal from Tuticorin to TNPL Unit II.
	Freight charges @ **Rs.480/MT** would be paid for road transportation of Coal from Karaikal to TNPL Unit II.
	Freight charges @ **Rs.1325/MT** would be paid for road transportation of Coal from Ennore 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.
No escalation in the above road freight on any account will be considered during the contract period.

6

PAYMENT TERMS:

Supply on Stock and Sale Basis:

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."

After completion supply at TNPL site, LC will be opened based on the quality and quantity as per TPI report received at TNPL site.

	PAYMENT FOR STEVEDORING AND HANDLING a) The weight recorded at TNPL weighbridge report will be final and binding for all purposes including payment. b) 100% Payment for the quantity recorded at the TNPL weighbridge will be made within 15 days from the date of receipt of material for entire order quantity through RTGS from our Site Office at Kagithapuram, Karur Dist.
7	**WEIGHT:** The weight determined at **TNPL site** 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.

ANNEXURE II (D) – TERMS AND CONDITIONS FOR REVERSE AUCTION (e-auction):

Contact Details:

Mr. C.RAMESHDAS General Manager (Purchase)	Phone	+91 – 9489473950	Fax	04324 – 276 368
	e-mail	rameshdas.c@tnpl.co.in/ purchase.fuel@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.
b) Subsequently, TNPL would communicate the Opening Price, Bid decrement and date and time of e-Auction
c) On the event date, Vendors shall submit bids from their computers through Internet on **www.tnpltenders.com**. As and when other bidders place the bids, they would have the opportunity to revise their bid downwards if they wish to do so.
d) 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.
e) 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 INR.**

Opening Price:

- Opening price is defined as the highest initial price.
- Bidders are allowed to bid only lower than the Opening Price fixed by TNPL.

Currency: All the Bidders must quote in INR.

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 15 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 **Steaming (Non Coking) Coal in Bulk (Imported)**	**TNPL Tender No: 222313002395**

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 15 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	

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 authorized on letter in original should be enclosed)		
	Telephone No(s)		
	Fax No(s)		
	e-mail ID		
	Contact persons(authorized to participate in the e-auction)		
02	**Please indicate** A. The name & address on whom **Purchase Order is to be released** for supply portion Note: Letter of credit shall be issued only in the Supplier name on whom Purchase order is released.		
	B. The name & address on whom **work order order is to be released** for Stevedoring and Handling		
02A	In case the tenderer has downloaded the tender documents from TNPL website, a DD for **Rs.590**/- is to be sent.	DD Enclosed / Not applicable	
		DD No.	
		Date	
		Bank	
03	**Earnest Money Deposit(EMD):** Whether the tenderer has sent EMD amount of **Rs.10,00,000/-**. Please provide the DD No, Date and Bank Name. (Offers received without EMD are liable for rejection).	Yes / No	
		DD No.	
		Date	
		Amount	**Rs.10,00,000/-**
		Bank	

04	Description	Specification	Total Rejection Level
	Gross **C**alorific **V**alue(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 1200º C	-
	Ash Fusion Temperature **(AFT)** In Reducing Atmosphere	Above 1350º C	-
	Hard Groove Index (No.)	<50	-
	Fines Content (minus 3mm)	**Max 20%**	-
	Fe_2O_3 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: c) Size: 0 to 50mm. - Size analysis in percentage of coal offered in various sieve sizes to be provided in your offer. d) 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		
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. If No, tenderer should offer minimum quantity of 15,000 MT	Yes / No	Quantity offered ……MT
08	Whether in a position to supply strictly as per specifications of TNPL	Yes / No	
09	Whether the tenderer can effect supply as per TNPL tender schedule	Yes / No	
10	Whether the tenderer has furnished the Imported coal stock at Port /shipment in transit		
10 A	Whether the tenderer has furnished the Purchase orders copy for Supply of imported coal done through Stock and sales	Yes / No	
11	Validity of Offer: The rate should be valid for a period of 15 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.	Yes / No	

12	Material available at	Tuticorin/Karaikal/Ennore Port	
13	Are you agreeable for our payment terms (clause No.7 of Annexure II (C) "Terms & Conditions	Yes / No	
14	Are you agreeable to bear the L/C charges	Inside India	Yes / No
15	Please indicate the country of origin of the imported coal		
16	Are you agreeable for all terms and conditions of the tender	Yes / No	
18	Quantity readily available at port for rake/truck loading as per Tender delivery schedule (offers of tenderer who do not have sufficient stock at port will be liable for rejection)	……MT	
19	**DECLARATION:** Whether the Partners or Directors or Proprietor, as the case may be, of the Company are related to any of the employees of TNPL. In case the Partners or Directors or Proprietor of the Company are related to any of the employees of TNPL, a declaration to this effect giving the details of the name of the employee, relationship etc., should be provided separately without which the offer will not be considered.	Yes / No	

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

Date: Signature with Seal
Address:

NOTE:
1. **The due date for submission of completed tender document is 27.07.2022 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.

Tender No:222313002395 – Steaming (Non Coking) Coal in bulk (Imported)

MM/SP/TENDER 222313002395 - 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) through stock and sale basis and arrange for delivery at TNPL factory basis through railway Rakes-unit-I/Truck-Unit-II

I/We hereby quote our rates as follows:

1	Country of Origin	**Indonesian**
2	Tender Quantity	**30,000 MT**
3	Port of Supply	
4	Quantity offered	
5	Basic price for Supply Rs.per MT	
6	IGST @ _____%	
7	CGST / SGST @_____%	
8	*Stevedoring and handling Charges	
9	IGST @ _____%	
10	CGST / SGST @_____%	
11	Compensation CESS	**Rs.400/MT**
12	**Total Material Cost –Ex-port basis (Rs/MT) (sum of 5 to 11)**	
13	**Total Material Cost Net of GST- Ex-port basis (Rs/MT) (5+8+11)**	

Note:

- Transportation shall be done through railway rakes for unit-I and through trucks for Unit-2
- **Evaluation shall be done on landed cost net of GST on delivered at TNPL factory basis including transportation cost on weighted average basis for unit-I and Unit-II.**
- * Stevedoring and handling Charges shall include all the activity up to loading of material in to Railway rakes and Trucks

All other terms and conditions are as per the above Tender. Tenderers to quote for minimum quantity of 15,000 MT. TNPL reserves the right to split the order on more than one vendor.

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 :

Method of calculation for Penalty application for Fines content (Pl. refer Clause no.2d of Annexure II (B) – "Specification of Imported Coal")		
Fines content (%)	**Basis of Penalty**	**Penalty (INR /MT)**
20.1	For above 20% of Fines content, Penalty @ Rs.7.5/MT for every 1% increase or part thereof	7.5
22		15
23		22.5
24		30
25		37.5
26	For above 25% of Fines content, Penalty@ Rs.10/MT for every 1% increase or part thereof for above 25%	47.5
27		57.5
28		67.5
29		77.5
30		87.5