



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

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Cell : 098 - 424 - 56940 to 56943 Grams : NEWSPRINT



MM/SP/TENDER 201095085

July 23, 2010

M/s

Dear Sir,

Sub: Tender for supply of **Imported Lime Stone on delivered at TNPL factory basis**– Reg

Ref: Our Tender No. **201095085**

We, Tamil Nadu Newsprint and Papers Limited(**TNPL**), would like to procure **50,000 MT +/- 5% of Lime Stone (Imported) delivered at TNPL factory basis** against the above referred tender. In this connection, please find enclosed the following:

Annexure-I	General Terms and Conditions, Process Compliance Statement & Terms and conditions for Reverse auction procedure.
Annexure-II	Technical-cum-Commercial Bid
Annexure-III	Price Bid Schedule (to be submitted in separate sealed cover)

The tenderers are requested to go through the General terms and conditions of Tender, Terms and conditions for Reverse Auction and Process Compliance Statement. The tenderers are requested to send one copy of the following duly signed in all pages in token of acceptance, along with the duly filled **Technical cum Commercial Bid** in a separate cover.

- 1.General terms and conditions of Tender
- 2.Terms and conditions for Reverse Auction Procedure
- 3.Process Compliance Statement

Please write on the top of the cover in capital letters as "**TECHNICAL-CUM-COMMERCIAL BID**" addressed to AGM(Purchase), TAMIL NADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur Dist, Pin: 639 136, Tamil Nadu.

The Price bid (Annexure-III) should also be sent in a separate sealed tender cover Superscribing Tender No and the Due date along with TECHNICAL CUM COMMERCIAL BID. Both the covers containing **PRICE BID and TECHNICAL CUM COMMERCIAL BID** are to be put in one sealed cover superscribing the Tender No and DUE DATE.

The due date for submission of TECHNICAL CUM COMMERCIAL BID and PRICE BID is **10.08.2010** at 3.00 PM.

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 / export@tnpl.co.in., Web : www.tnpl.co.in

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The **Technical cum Commercial Bid** will be scrutinized first and those who qualify in the **Technical cum Commercial Bids** satisfying all the tender conditions will only be considered for **Price Bid stage**.

QUALIFYING FACTORS:

1. The Imported Lime Stone offered should strictly conform to TNPL specifications.
2. Submission of Tender Fee.
3. Submission of Earnest Money Deposit and acceptance to provide performance bank guarantee as per tender terms.
4. **Support letter from the Mines:**
In case of submission of offer by an agent, the tenderer should furnish a copy of support letter from the Mine Owner (**as per format attached**) for offering Imported Lime Stone to TNPL against this tender. The detailed specifications of Imported Lime Stone offered against this tender should be furnished in the above support letter.
- **The original support letter should be sent by the mine owner(as per format attached)** directly to A.G.M. (Purchase), Tamil Nadu Newsprint and Papers Limited, Kagithapuram-639 136, Karur Dist, Tamil Nadu, India in a separate sealed cover superscribing the Tender Number and mentioning in capital letters as **MINE SUPPORT LETTER** on top of the cover and **the same should reach TNPL within the due date**.
5. The tenderer should commit to supply the total quantity of the tender and confirm the schedule given in the tender.
6. Submission of Sample and its acceptance.
7. Acceptance of Price Validity.
8. Submission of Tender within the due date and time.

Tenderers who do not comply with the above conditions will not be qualified in the tender for Price Bid stage.

PRICE BID STAGE:

At Price Bid stage, TNPL will follow 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 will fix the opening price and minimum bid decrement for the E-auction (Reverse Auction). The date and time of E-auction will be communicated to the technically qualified tenderers separately.**
3. **After completion of the Reverse Auction bidding, on the next working day at 4.00 PM, TNPL will open the Price Bids of the qualified tenderers in the presence of interested bidders.**
4. **The lowest offer received through E_auction or through Price Bid whichever is lower only will be considered for placement of order.**
5. **The tenderers are advised to note that while giving the Price bid and at the time of Reverse Auction, 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 overseas principals for material on C&F Tuticorin basis.**
 - b) **For stevedoring, handling and loading operations work order on their Indian counterpart @ Rs.81.48/MT (including the applicable service tax).**
 3. **The customs duty, Wharfage and Siding charges, Railway freight etc would be borne by TNPL as per details given in the tender.**
 4. **Pre-berthing delay, if any, will be to supplier's account only.**

MM/SP/TENDER **201095085**

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

Earnest Money Deposit(EMD):

- An **EMD** amount of Rs.**2,00,000/-** shall be furnished by way of Demand Draft drawn in favour of **Tamil Nadu Newsprint and Papers Limited payable at Karur**. The **EMD** amount should be sent along with **Technical cum Commercial Bid**.
- 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.
- Offers received without EMD are liable for rejection.
- The EMD of successful tenderer shall be converted into Security Deposit and the same will be returned after satisfactory completion of order. The Security Deposit shall not bear any interest.

NOTE: TNPL is not bound to accept the lowest quotation and TNPL may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher.

TNPL reserves the right to reject any or all tenders at our discretion without assigning any reason whatsoever. TNPL is not responsible for any 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,

A.G.M. (PURCHASE)

Encl: as above

MM/SP/TENDER 201095085 - ANNEXURE - I - GENERAL TERMS AND CONDITIONS:
DEFINITIONS:

01	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.																		
02	SUPPLIER: Supplier means the persons, firm or corporation to which the contract is addressed. The term supplier includes its successors and assigns.																		
03	COMPLETE AGREEMENT: The order/contract to be finalised including the terms and conditions, the work specifications hereto and any additional terms and conditions incorporated into and attached hereto.																		
04a)	MATERIAL: Imported Lime Stone.																		
b)	SCOPE OF WORK: Supply of Imported Lime Stone on C&F Tuticorin basis and arrange delivery of such Imported Lime Stone to TNPL site by wagons (all activities of stevedoring, handling, arranging railway rakes, loading, transportation etc are in supplier's scope).																		
05	QUANTITY: 50,000 MT +/- 5%																		
06	TNPL reserves the right to split the order on more than one vendor.																		
07	SPECIFICATIONS: The Tenderer should be in a position to supply the Imported Lime Stone as per TNPL specifications given below:																		
	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>UNIT</th> <th>SPECIFICATIONS (% by Mass)</th> </tr> </thead> <tbody> <tr> <td>(a) Moisture, Max</td> <td>%</td> <td>0.50 @</td> </tr> <tr> <td>(b) Silica as SiO₂, Max</td> <td>%</td> <td>1.00 ++</td> </tr> <tr> <td>(c) Calcium as CaCO₃, Min</td> <td>%</td> <td>97.0 +</td> </tr> <tr> <td>(d) Magnesium as MgCO₃, Max</td> <td>%</td> <td>1.00 +++</td> </tr> <tr> <td>(e) Stone Size</td> <td></td> <td>25MM TO 50 MM : Min 90% Minus 10 MM : Max 5%</td> </tr> </tbody> </table>	DESCRIPTION	UNIT	SPECIFICATIONS (% by Mass)	(a) Moisture, Max	%	0.50 @	(b) Silica as SiO₂, Max	%	1.00 ++	(c) Calcium as CaCO₃, Min	%	97.0 +	(d) Magnesium as MgCO₃, Max	%	1.00 +++	(e) Stone Size		25MM TO 50 MM : Min 90% Minus 10 MM : Max 5%
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	The material should be free from lumps, dirt and added impurities and amorphous in nature. Prorata deduction in price will be applicable if + CaCO ₃ is below 97.0% and upto 95.0% ++ Silica is above 1.0% and upto 1.25% +++ MgCO ₃ is above 1.0% and upto 1.50% @ Weight Correction will be applicable for moisture exceeding 0.5% and upto 1.0%																		
	Rejection Criteria: Material will be rejected if CaCO ₃ is below 95.0% or silica is above 1.25% or MgCO ₃ is above 1.50%.																		
	Parameters given in bold letters i.e. Calcium, Silica & Magnesium are control parameters. Others are indicative.																		
	Sampling and Chemical Analysis: Sampling and chemical analysis of Lime Stone are carried out as per IS 2109 and IS1760.																		

08	<p>PRICE:</p> <p>a) The price offered should be on C&F Tuticorin Basis. It may be noted that the price quoted and accepted would be FIRM for the entire duration of the contract.</p>
	<p>b) The price quoted is inclusive of all port charges (both loading and unloading ports) all other incidental expenses such as pilotage and berth hire charges, light dues, harbour dues, other taxes, assessment, night/holiday charges and other charges with respect to the vessel at port of discharge.</p>
	<p>c) 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.</p>
	<p>d) The stevedoring charges, wharfage charges and Cargo related charges at the discharge port would be borne by TNPL.</p>
09	<p>The Customs Duty will be paid by TNPL directly to the customs authorities only after receipt of load port analysis conforming to the specifications. In case of delay in furnishing load port analysis, the Supplier shall pay customs duty, which shall be reimbursed by TNPL on receipt of load port analysis conforming to the specifications.</p>
10	<p>The tenderers are advised to note the following:</p> <p>a) The applicable Customs Duty paid by us would be limited only to the actual quantity delivered at TNPL and in case of any short delivery, the excess customs duty paid would be recovered from the final bills of the supplier.</p> <p>b) The Siding charges and Wharfage charges to be paid to the port for the B/L quantity would be borne by TNPL at actuals and the same would be paid 2 days in advance of the arrival of the vessel.</p> <p>c) The Railway freight would be paid by TNPL using Freight Credit Note (FCN) facility. However, the same would be restricted to the actual quantity of receipt and any excess railway payment is recoverable from the supplier.</p> <p>d) If the supplier effects movement of entire / left over quantity of Lime Stone by Road in place of Railway Wagons from Port to TNPL Site, the payment of freight would be restricted to the equivalent railway freight only.</p> <p>e) TSA levy, Stevedoring, handling and loading charges with applicable service taxes @ Rs.81.48/MT would be paid to the supplier/their Indian counterpart for the quantity actually received at site. A separate work order would be issued with payment terms of 15 days from the date of receipt of material of entire cargo of shipment.</p> <p>f) Pre-berthing delay if any, will be to supplier's account.</p> <p>g) All other charges like demurrage/despatch, overloading/underloading 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>
11	<p>DELIVERY:</p> <ul style="list-style-type: none"> • Delivery of the 1st rake should start within 5 days of arrival of the vessel and the entire cargo should be delivered within 10 days of completion of vessel discharge. • 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 entire cargo of the shipment should be delivered only to TNPL and no part to be diverted to any other customer.
12	<p>VALIDITY:</p> <p>The rate should be valid for a period of 15 days from the date of Reverse Auction held / opening of price bid. No tenderer is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the tenderer due to withdrawal of offer by him.</p>
13	<p>SHIPMENT SCHEDULE (ETA - TUTICORIN):</p> <p>1st Shipment of 16,000 MT – By end Oct '2010 2nd Shipment of 16,000 MT – By mid Jan'2011 3rd Shipment of 8,000 MT – By mid April'2011 4th Shipment of 10,000 MT – By mid June'2011</p> <p>Supplier may deliver in smaller lots without affecting the overall quantity and schedules given after getting confirmation from TNPL.</p>

14	<p><u>METHOD OF INVOICING:</u> 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. Quantity as per TNPL wagon tippler weight and Quality as per third party inspection agency's sampling & analysis (M/s.SGS India Pvt. Ltd. / M/s.Mitra S.K. Pvt. Ltd) conducted at TNPL end shall be conclusive and form the basis for the invoice to be submitted for payment purposes. Supplier may, at their cost, depute their representative for witnessing weightment, the sampling and analysis at TNPL factory.</p> <p><u>Penalty for quality, weight correction based on Total Moisture:</u> For the purposes of assessment of Imported Lime Stone quality, the sample shall be taken from each rake and analysed for each rake. The penalty and weight correction shall be applicable considering the weighted average results on vessel basis i.e all rakes despatched from the vessel.</p>
15.a)	<p><u>PAYMENT TERMS: (Sight L/C)</u> 100% Payment of C & F value shall be made by irrevocable letter of credit against the following documents drawn in English. All bank charges inside India to TNPL account and all bank charges outside India to Supplier's account.</p> <p>a) 2/3 sets of original on Board Clean Ocean Bill/s of Lading. b) Signed commercial invoices in triplicate for the quantity 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 due adjustment for quantity, Moisture, Calcium as CaCO₃, Silica as SiO₂ and Magnesium as MgCO₃ of Imported Lime Stone c) The third party inspection report (M/s.SGS India Pvt. Ltd. / M/s.Mitra S.K. Pvt. Ltd)carried out at TNPL Lab certifying that the material is in accordance with the specification of the contract. d) Certificate of provisional sampling and analysis in quadruplicate. e) Certificate of origin in quadruplicate. f) A certificate in quadruplicates that one negotiable copy of Bill of Lading along with four copies of non-negotiable copies. Invoice and other documents mentioned above have been sent direct to the Purchaser within 7 days from the date of Bill of Lading. g) Copy of Fax/e-mail advice of shipment in quadruplicate.</p> <p>b) All the shipment documents, including non-negotiable copies, should be in ENGLISH only and should be SIGNED by the supplier.</p> <p>c) Original shipping documents should be presented to the Bankers with a clear instruction that they should send the original documents to the L/C opening Bank by Courier Service. Courier charges will be to Supplier's account.</p> <p>d) The above intimation should be followed by Non-negotiable copy of documents to the addresses as mentioned in the Purchase Order.</p> <p>e) In case of Non-receipt of original documents in time at our end, the supplier should instruct the shipping company at loading point to advise the respective shipping company at discharge point to issue delivery order against Indemnity Bond at short notice.</p> <p>f) It is to be ensured by the supplier that the same advance copy of documents is sent to TNPL as submitted to Bankers. In case any change in original documents is made subsequent to the despatch of copies, the same is to be intimated to TNPL immediately.</p> <p>g) 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.</p> <p>h) Third party Bill of Lading is not acceptable.</p>

16	<p>DEDUCTION CLAUSE: The C&F price accepted will be adjusted on account of Calcium as CaCO₃ as below:-</p> <p>TNPL requires limestone with Calcium as CaCO₃ Minimum 97%. If the material received with Calcium as CaCO₃ below 97% and upto 95%, the same will be accepted with proportionate deduction on the C&F rate of the material as per the following formula:-</p> <table border="1" data-bbox="292 459 1524 537"> <tr> <td>Adjusted Price</td> <td>=</td> <td>Price as per P.O</td> <td>X</td> <td>Actual Purity at TNPL Site 97%</td> </tr> </table> <p>The material received with Calcium as CaCO₃ below 95% will be summarily rejected. However, no bonus/premium will be applicable in case of CaCO₃ exceeding 97%.</p> <p>Similarly, TNPL requires limestone with Silica as SiO₂ and Magnesium as MgCO₃ of Maximum 1.0%. If the material received with Silica as SiO₂ above 1.0% and Upto 1.25% and Magnesium as MgCO₃ above 1.0% and upto 1.50%, the same will be accepted with proportionate deduction on the C&F rate of the material as per the following formula:-</p> <p>Deduction Formula for Higher Silica:</p> <table border="1" data-bbox="292 790 1524 884"> <tr> <td>Deduction for higher Silica</td> <td>=</td> <td>Price as per P.O</td> <td>--</td> <td>Price as per P.O</td> <td>X</td> <td>101 – Actual Silica at TNPL site 100</td> </tr> </table> <p>Deduction Formula for Higher Magnesium:</p> <table border="1" data-bbox="292 913 1524 1008"> <tr> <td>Deduction for higher Magnesium</td> <td>=</td> <td>Price as per P.O</td> <td>--</td> <td>Price as per P.O</td> <td>X</td> <td>101 – Actual Magnesium at TNPL site 100</td> </tr> </table> <p>The material received with Calcium as CaCO₃ below 95% or Silica as SiO₂ above 1.25% or MgCO₃ above 1.50% will be summarily rejected.</p> <p>Further, weight correction upto 1.0% for moisture content also shall be calculated while making payment as per the following formula:-</p> <table border="1" data-bbox="292 1171 1524 1243"> <tr> <td>Adjusted Weight</td> <td>=</td> <td>Weight at TNPL site</td> <td>X</td> <td>100.5 - Actual Moisture at TNPL 100</td> </tr> </table>	Adjusted Price	=	Price as per P.O	X	Actual Purity at TNPL Site 97%	Deduction for higher Silica	=	Price as per P.O	--	Price as per P.O	X	101 – Actual Silica at TNPL site 100	Deduction for higher Magnesium	=	Price as per P.O	--	Price as per P.O	X	101 – Actual Magnesium at TNPL site 100	Adjusted Weight	=	Weight at TNPL site	X	100.5 - Actual Moisture at TNPL 100
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17	<p>WEIGHT:</p> <ul style="list-style-type: none"> - Weight determination at Supplier's cost at the port of loading by draft survey by an Independent Agency shall be provisional for the purpose of negotiation of documents for the purpose of provisional customs duty assessment. - Final determination shall be done at TNPL site conducted at Purchaser's cost by an Independent Agency. The weight so determined at TNPL site shall be taken for final settlement after making due adjustment for weight correction upto 1% for moisture as per the formula mentioned in S.No:16. Supplier may have a representative of his own choice to be present at all times, when the weight is being computed or calculated. 																								
18	<p>FORCE MAJEURE:</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>																								

19	<p>LIQUIDATED DAMAGES(LD) CLAUSE: In the event of Supplier's failure to ship the Imported Lime Stone within the time specified for shipment, the Supplier shall have to pay Liquidated Damages a sum equivalent to Half percent of the C&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. The Purchaser will also be at liberty to cancel the order, if the supply is not completed within the accepted delivery and resort to risk purchase as per clause no.31 notwithstanding the liquidity damages applicable for the belated supplies.</p>		
20	<p>In case the bidder wish to supply Imported Lime Stone directly through an overseas supplier, which should be a subsidiary or sister concern on C&F Tuticorin basis for foreign currency remittance, details of such supplier should be furnished along with the tender. Also the letter of no objection and acceptance of all terms and conditions of the tender should be furnished from such supplier. Please note that such involvement of overseas supplier will not reduce responsibility of the bidder. Under such circumstances, the order shall be split into 2 parts i.e the C&F part shall be placed on overseas subsidiary/sister concern and the Indian operations shall be awarded to the bidder.</p>		
21	<p>SAMPLING AND ANALYSIS: All the tenderers are requested to submit minimum 1 kg (one kg) of limestone sample along with the technical cum commercial bid for our testing purpose as per the specifications mentioned in clause no.7. In case sample is sent separately, please ensure that the sample should reach us on or before 10/12/2009 and TNPL will not be responsible for any delay in receipt of sample and sample received after 10/12/2009 will not be considered. The sample will be tested in TNPL laboratory. Only those tenderers whose samples are accepted only will be considered for Price bid stage and further consideration. In case of non acceptance of sample and non submission of sample, the offer will not be considered.</p> <ul style="list-style-type: none"> - The consignment should be accompanied by certification of Sampling and Analysis as per ISO/British/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. - For the purpose of the contract, sampling and analysis carried out at TNPL site shall be binding on both the parties. - On arrival of the consignment at TNPL site, third party Independent Inspection Agency (M/s.SGS India Pvt. Ltd./M/s.Mitra S.K.Pvt. Ltd) shall draw samples from each rake in the presence of the representatives of Purchaser and Supplier. - The samples drawn will be prepared for analysis by third party Independent Inspection Agency (M/s.SGS India Pvt. Ltd./M/s.Mitra S.K.Pvt. Ltd) in accordance with standard procedure. - All analysis shall be in accordance with the IS 2109 and IS 1760. - one part will be analysed by third party Independent Inspection Agency (M/s.SGS India Pvt. Ltd./M/s.Mitra S.K.Pvt. Ltd)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 and custody of third party Independent Inspection Agency and TNPL for a period of 3 months. - The final results of analysis given by third party Independent Inspection Agency (M/s.SGS India Pvt. Ltd./M/s.Mitra S.K.Pvt. Ltd) at TNPL 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 third party Independent Inspection Agency shall be borne by Purchaser. <p>The Supplier shall furnish to the Purchaser a certificate of sampling and analysis issued at the load port, stating the following.</p> <table border="1" data-bbox="288 1995 1524 2110"> <tr> <td data-bbox="288 1995 906 2110"> a) Calcium Carbonate as as CaCO3 b) Silica as SiO2 c) Moisture content </td> <td data-bbox="906 1995 1524 2110"> d) Magnesium as MgCO3 e) Stone size </td> </tr> </table>	a) Calcium Carbonate as as CaCO3 b) Silica as SiO2 c) Moisture content	d) Magnesium as MgCO3 e) Stone size
a) Calcium Carbonate as as CaCO3 b) Silica as SiO2 c) Moisture content	d) Magnesium as MgCO3 e) Stone size		

22	ACCEPTANCE OF SUPPLY: In the event of an order, the Imported Lime Stone supplied will be tested as per the above clause and analysis report of Third party Independent Inspection Agency (M/s.SGS India Pvt. Ltd./M/s.Mitra S.K.Pvt. Ltd) at TNPL site will be final and TNPL's decision on acceptance or rejection will be final and binding on the supplier.
23	REJECTION OF MATERIAL: If the consignment of Imported Lime Stone is rejected due to non conformity of the specifications as detailed in clause 21 "Sampling and Analysis" , the Supplier shall reimburse the expenditure incurred by Tamil Nadu Newsprint And Papers Limited 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.
24	METHOD OF SHIPMENT:
a)	Purchaser shall, at the time of opening the Letter of credit, intimate Supplier by Letter/Fax/e-mail the name and address of the party on whom Notice of Readiness shall be served by Master of the vessel at destination port.
b)	Vessel & Age: - Supplier shall be free to fix charter/liner vessels excluding overaged/unclassed vessels. However, shipments will be entertained only through conference line vessels/Liner Vessels certified by Lloyds (or) Equivalent agency. - Vessel age should be less than 26 years. The requirement that all the vessels should be " Classified vessels " that are classified with one of the classification societies as per the " Institute Classification Clause " has also to be complied with. Certificate for Sea worthiness of the vessel and for the age of the vessel should be provided along with shipping documents, Certified by the respective shipping companies. In case the supplier prefers over aged vessel, the extra insurance premium paid by us for such overage will be recovered from the Supplier.
c)	On fixing the vessel, Supplier shall immediately intimate the following details to Purchaser by Fax/e-mail. Name of vessel, length over all(LOA), Extreme beam width, Flag, Year of build, Number of Hatches/Grabs and capacity of grabs and lifting capacity and outreach of Cranes etc.
d.1)	On completion of loading of the material, Supplier shall immediately intimate the following details to the Purchaser by Fax/e-mail. Name of Vessel, Description, Exact quantity, Value, Bill of Lading No and Date.
d.2)	Supplier shall also airmail/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.
e)	The suitability of the ship to berth in the Tuticorin Port shall be the responsibility of the Supplier and if any delay is caused due to technical snags, it will be to the account of the Supplier.
f)	The Supplier shall pay and bear all Port charges(except cargo unloading and cargo related charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable loading / discharge ports to be borne by the Supplier.
g)	The seller is requested to try his best to charter faster discharge vessels, having higher capacity grabs in view of the short time available. It is also the responsibility of the seller to fix the vessel suitable for prevailing draft conditions at Tuticorin Port.

25	<p><u>GUARANTEE:</u> 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 7 above, the Purchaser shall reject the same and the payment, already made for the rejected quantity will be recovered. The decision of the Purchaser in regard to the Supplier 's liability under this guarantee shall be final and conclusive.</p>
26	<p><u>PERFORMANCE BANK GUARANTEE:</u> The successful bidder should provide a Bank Guarantee for 5% value of shipment (considering a quantity of around 50,000 MT) towards performance within 7 days of Purchase Order as per our standard format with validity for a period of 9 months from the date of order) through any Nationalised Bank in India or any reputed foreign bank having branches in India.</p>
27	<p><u>EARNEST MONEY DEPOSIT:</u></p> <ul style="list-style-type: none">- All the bidders are required to pay an EMD of Rs.2,00,000/- (Rupees One Lakh) by way of Demand Draft drawn in favour of M/s.TAMIL NADU NEWSPRINT AND PAPERS LIMITED payable at KARUR along with Technical Cum Commercial Bid. This amount will not bear any interest.- 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.- In case of withdrawal of offer within the validity period of the offer or before finalisation of the order, the EMD amount paid will be forfeited.- The EMD of the successful bidder will be converted into interest free security deposit against the order and will be returned after successful completion of the order. In the event of cancellation of order due to unsatisfactory performance of the supplier, the security deposit amount shall stand forfeited.- The EMD of the unsuccessful bidders will be returned after finalisation of the tender.
28	<p><u>TRANSFER AND SUBLETTING:</u> The Supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly, without the previous written permission of the Purchaser. The Supplier shall be entirely responsible for the execution of the contract by the subcontractor, if any permitted by the Purchaser. For this purpose, the Supplier shall at his own cost ensure adequate inspection of their works by an independent organisation acceptable to the Purchaser.</p>
29	<p><u>CANCELLATION:</u> 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 (30) of the Tender.</p>

30	<u>RISK PURCHASE:</u> 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.
31	<u>PRE DESPATCH INSPECTION:</u> TNPL reserves the right to inspect the material, if required, before shipment is effected.
32	<u>SALES TAX:</u> The Seller shall deliver Bill of Lading to the purchaser before arrival of the vessel to effect sale by transfer of documents of title to the goods before the goods cross the customs frontiers of India as contemplated in Section 5(ii) of Central Sales Tax Act 1956.
33	<u>PACKING:</u> The supplier should supply the material in loose form.
34	<u>ARBITRATION:</u> Arbitration is not applicable to this tender.
35	<u>MARINE RISK INSURANCE:</u> Marine Insurance will be arranged by TNPL at their cost. The supplier should intimate the shipment details to our Insurance Company by FAX/E-MAIL on the same date of B/L.
36	<u>CORRESPONDENCE:</u> All correspondences concerning the Tender shall state the Tender number and shall be addressed to A.G.M.(Purchase), Tamil Nadu Newsprint and Papers Limited, Kagitapuram – 639 136, Karur Dist, Tamil Nadu, India.
37	<u>JURISDICTION FOR LEGAL PROCEEDINGS:</u> 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.
38	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.
39	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.
40	The tenderers are permitted to deal only with Purchase Department.

**TERMS AND CONDITIONS FOR REVERSE AUCTION:****Contact Details:**

Mr. C. Rajagopalan General Manager(M&L)	Phone	04324 – 277 021	Fax	04324 – 276 368
	e-mail	rajagopalan.c@tnpl.co.in / purchase.fuel@tnpl.co.in		
Mr S Kalyanasundaram A.G.M. (Purchase)	Phone	04324 – 277 001(Extn:2636)	Fax	04324 – 276 368
	e-mail	kalyanasundaram.s@tnpl.co.in / purchase.fuel@tnpl.co.in		

Selection process of vendors:

1. Bidders must submit the Process Compliance Statement duly signed, to TNPL along with Technical-cum-Commercial bid.
2. Subsequently, TNPL would communicate the Opening Price, Bid decrement and date and time of Reverse Auction
3. 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 bids downwards if they wish to do so.
4. 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.
5. 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.
6. TNPL's decision on the award shall be final and binding. In case two bidders emerge as L1 in the bidding, the supplier who has placed the bid early would be considered active L1 and given weightage.

All other terms and conditions are as per TNPL tender.

Bidding Price Format: Bidders should quote the **Rate per MT in USD on C&F Tuticorin basis.**

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:**

1. 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.
2. Extension of 5 minutes would happen for any number of times, if bid(s) is/are placed in the last 5 minutes.
3. 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 **45** days from 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.



PROCESS COMPLIANCE STATEMENT

Bid event to be held for procurement of	<hr/>	TNPL Tender No	201095085
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Name of the Organization: _____

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

1. We will not divulge either our bids or those of other Vendors to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of TNPL, bid process, bid technology, bid documentation and bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. Bids once made cannot be withdrawn or modified under any circumstances.
8. TNPL can decide to extend, reschedule or cancel the auction.
9. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid.
10. We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
11. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of the website hosting the auction. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
12. TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the website may be interfered with by numerous factors outside of its control.

13. **Validity:**

The bidders should keep their bids valid for a period of 45 days from 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.

14. The Lowest quoted vendor in the Reverse Auction, should, immediately after the Reverse Auction, furnish the price break up details viz. Basic, ED, Cess, Sec – Hr Educ cess, Salestax, freight etc.

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

MM/SP/TENDER 201095085- ANNEXURE - II - TECHNICAL CUM COMMERCIAL BID

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

01	Name and Address of Tenderer(In case the tender is submitted by Indian Agent participating on behalf of overseas principals, necessary authorisation letter in original should be enclosed)				
	Telephone No(s)				
	Fax No(s)				
	e-mail ID				
	Contact persons(authorised to participate in the Reverse Auction)				
02	In case the tenderer has downloaded the tender documents from TNPL website, a DD for Rs.500/- is to be enclosed.			DD Enclosed / Not applicable	
				DD No.	
				Date	
				Bank	
03	Earnest Money Deposit(EMD): Whether the tenderer has enclosed EMD amount of Rs.2,00,000/- . Please indicate the DD No, Date and Bank Name. (Offers received without EMD are liable for rejection).			Yes / No	
				DD No.	
				Date	
				Amount	
				Bank	
04.	Specification of Imported Lime Stone Offered				
	DESCRIPTION	UNIT	SPECIFICATIONS (% by Mass)	SPEC. OFFERED BY TENDERER	
(a)	Calcium Carbonate as CaCO ₃	Min %	97.0% +		
(b)	Silica as SiO ₂	Max %	1.0% ++		
(c)	Magnesium as MgCO ₃	Max %	1.0% +++		
(d)	Moisture Content	Max %	0.5% @		
(e)	Stone Size		25MM TO 50 MM : Min 90% Minus 10 MM : Max 5%		

The material should be free from lumps, dirt and added impurities and amorphous in nature.

Prorata deduction in price will be applicable if

- + CaCO₃ is below 97.0% and upto 95.0%
- ++ Silica is above 1.0% and upto 1.25%
- +++ MgCO₃ is above 1.0% and upto 1.50%
- @ Weight Correction will be applicable for moisture exceeding 0.5% and upto 1.0%

05	Whether tenderer agrees for specification and for Total Rejection detailed in the tender.	Yes / No
06	Whether the tenderer commits to supply the entire tender quantity	Yes / No
07	Whether in a position to supply strictly as per specifications of TNPL	Yes / No
08	Whether the tenderer agreed to effect shipment as per TNPL Shipment Schedule mentioned in clause No.13 of General Terms and conditions of the tender.	Agreed / Not Agreed
09	<p>Performance Bank Guarantee: Whether agreed to provide Bank Guarantee for 5% value of shipment(considering a quantity of around 50,000 MT) towards performance within 7 days of Purchase Order as per our standard format with validity for a period of 9 months from the date order) through any Nationalised Bank in India or any reputed foreign bank having branches in India. <u>(Those who do not agree to provide performance bank guarantee will not be qualified in the Tender).</u></p>	Agreed / Not Agreed
10	<p>Experience: How long you/your principals are in the field of supplying Imported Lime Stone. Please indicate the name and addresses of the customers to whom you have supplied for the past 3 years with supporting documents. (Purchase Order copies to be enclosed.)</p>	
11	<p>Validity of Offer: The rate should be valid for a period of 15 days from the date of Reverse Auction held / opening of price bid. No tenderer is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TNPL may claim additional expenses, if any incurred, from the tenderer due to withdrawal of offer by him. The tenderer should confirm their acceptance of the above.</p>	Yes / No
12	<p>In case of submission of offer by an agent, whether copy of the support letter from the Mine Owner for offering Imported Lime Stone to TNPL against this tender is enclosed. The detailed specifications of Imported Lime Stone offered should be furnished in the above support letter.</p> <ul style="list-style-type: none"> - The offers of those who do not provide the said document are liable for rejection. - The original support letter should be received directly from the Mine Owner. 	Yes / No

13	Are you agreeable for our payment terms (clause No.15.a of the General terms and conditions)	Yes / No	
14	Are you agreeable to bear the L/C charges	Inside India	Yes / No
		Outside India	Yes / No
15	Please indicate the L/C Beneficiaries name and address, overseas banker's address.		
16	Please indicate the port of shipment and country of origin.	Port of Shipment	
		Country of Origin	
17	Are you able to adhere to the condition with regard to age of Vessel as given in our Tender condition (clause 24.b)	Yes / No	
18	Have you ever supplied the Imported Lime Stone from the same mines now offered to TNPL to any other Consumer in India and if so, please furnish the names and addresses of the Indian Consumers.		
19	Tender Sample: Whether tenderer submitted 1 kg. Imported Lime Stone as per clause 21 of the General Terms and Conditions along with Technical cum commercial bid		
20	Are you agreeable for the general terms and conditions	Yes / No	
21	What is the Sampling Standard acceptable for the Tenderer		
22	SPLITTING OF ORDER: TNPL reserves the right to place order for full tender quantity or part quantity thereof or split the order on more than one vendor at its own discretion. Are you agreeable for this condition.	Agreed / Not agreed	



23	<p>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.</p> <p>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.</p>	Yes / No
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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.2,00,000/-** towards EMD as per tender conditions.

Date:

Signature with Seal

Address:

NOTE:

1. The due date for submission of completed tender document is **10.08.2010 at 3.00 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.

FORMAT FOR THE LETTER FROM MINE OWNER:

A.G.M. (Purchase)
Tamil Nadu Newsprint and Papers Limited
Kagithapuram – 639 136
Karur Dist
Tamil Nadu
India

Dear Sir,

Sub: Tender for supply of Imported Lime Stone

Ref: Tender No. 201095085

We, _____(Name of Manufacturer/Mine Owner) established and reputable manufacturers/producers of Imported Lime Stone 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.201095085** for Imported Lime Stone manufactured 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 Imported Lime Stone offered for supply against this invitation for bid by TNPL.

The specifications of Imported Lime Stone offered by us are as follows:

Yours faithfully
for and on behalf of M/s _____(Name of manufacturer/mine owner)

(Signature)
(Name)

-

**TENDER NO:201095085**
ANNEUXRE III - PRICE BID

To
M/s Tamil Nadu Newsprint and Papers Limited
Kagithapuram - 639 136

Sub: Supply of **IMPORTED LIME STONE** – Reg.

I/We hereby quote our rate as under:

Rate per MT on C&F Tuticorin basis (To be quoted by the tenderer)	USDper MT
Customs Duty, Wharfage and siding charges payable by TNPL to Tuticorin Port	Would be paid by TNPL at actuals
Railway freight charges payable by TNPL	The Railway freight would be paid by TNPL using Freight Credit Note(FCN)
Stevedoring, Handling & Loading operations charges payable by TNPL (Separate Work Order will be released on the Indian Counterpart)	Rs.81.48/MT (including the applicable service tax)
Pre-berthing delay if any	To supplier's account only.
Note: Though the rate to be offered is on C&F Tuticorin basis, the responsibility of the successful tenderer is to deliver the material at TNPL siding at factory Pugalur as per tender terms.	

DATE:
PLACE:

SIGNATURE WITH SEAL