

**NPL**  
**Nabha Power Limited**

Regd. Office: P O Box 28, Near Village Nalash, Rajpura-140401, Punjab, India  
**Document No.: NPL/Alt Coal/2018-19/026 Dated 16-02-2018**



**BID DOCUMENT  
FOR  
SUPPLY OF IMPORTED NON-COKING COAL (6300 GAR) UP TO 9.0 LAKH MT  
TO NABHA POWER LIMITED ON DELIVERED TO PLANT BASIS WITH PRICE  
VARIATION FOR CERTAIN ELEMENTS**

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## DISCLAIMERS AND MISC TERMS

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1. This Bid Document is not an agreement or offer by Nabha Power Limited (**NPL**) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.
2. While adequate care has been taken to ensure the accuracy, neither NPL nor their directors or employees or advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
3. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the relevant infrastructure at the Plant for the satisfactory completion of the work. Bidder should note that NPL siding, unloading and testing facilities will be used by multiple Parties including Suppliers/Bidders of NPL.
4. Nabha Power Limited may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be uploaded on Nabha Power Limited's website <http://www.lntpowerdevelopment.com/media/npl-announcements/> under "npl announcement".
5. Bidders in their own interest may communicate to NPL through email their preliminary interest in the Bid process, so that in addition to uploading various documents on the website, NPL may keep them updated from time to time
6. Each Bidder unconditionally agrees, understands and accepts that Nabha Power Limited reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of contract, and in such case no bidder/intending bidder will have any claim arising out of such action
7. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the bidder(s) in the process are not reimbursable by NPL, and NPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
8. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.
9. NPL reserves the right to abandon this tender process at any stage without assigning any reason whatsoever. Bidders unconditionally accept NPL's decision in this regard.
10. For supplies of imported coal, in case of supplies are made at base GCV of 5800 GAR (or any other base GCV), quantities under this Bid process may be increased proportionately, on energy adjusted basis.

## 11. Important Timelines:

Date	Event
16-Feb-18	Publishing of NIT in newspapers and on NPL website
16-Feb-18	Date of availability of Bid document at NPL website
01-Mar-18	Last date for downloading of Bid Document from NPL Website and expressing interest as per the prescribed format
01-Mar-18	Last date for receipt of comments/suggestions (latest by 18:00 hrs)
08-Mar-18	Issue of final document/ changes
16-Mar-18	Bid Submission Due Date at 11:00 Hrs at Rajpura
16-Mar-18	Opening of Technical Bids at 11:30 Hrs at Rajpura
16-Mar-18	Opening of Price Bids at 15:30 Hrs at Rajpura ( <i>depending upon number of Bidders and time taken for Tech Evaluation</i> )
20-Mar-18	Selection of Successful Bidder and issue of LoI/ Awarding of Contract

**Note:**

1. NPL reserves the right to amend the above schedules. Interested parties should monitor NPL website for amendments/changes on a regular basis.
2. Interested parties must express their preliminary interest through the letter as per the specific format by the due date i.e. date for downloading the document. **Revised/amended documents will be mailed only to such Parties who have expressed interest.** Further participation in the process by any Party who has not expressed interest as per the required Format may not be permitted.

## VOLUME I. INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION

**Nabha Power Limited (NPL)**, a wholly-owned subsidiary of L&T Power Development Limited has successfully commissioned 2X700 MW Super Critical Thermal Power Plant at Rajpura, Punjab. Both Units are in operation. Efficient and dependable of power from NPL forms the backbone of power supply to the state of Punjab.

Coal for this Japanese technology based super critical power plant is being primarily sourced through Linkage from SECL. FSA is executed for 5.55 MTPA of ROM coal. Bulk of the coal is being sourced through various washeries in state of Chhattisgarh. To support the deficit, NPL is proposing to purchase import coal.

### 2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the bidder	Documents Required to be submitted
<b>Technical Qualification Requirements</b>	Supply of Non-Coking Coal in any one financial year during preceding three audited financial years. 2016-17, 2015-16, 2014-15	5 Lakh MT coal of Foreign/ Domestic origin as applicable	Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure III/IIIA
<b>Financial Qualification Requirements</b>	The average annual turnover of the Bidder for the preceding three financial years as above	Rupees Two Hundred Crores	Turnover and Net Worth duly certified by Statutory Auditors
	The average net worth of the Bidder for the preceding three financial years	Rupees Twenty Crores	

MMT=Million Metric Tons; MT = Metric Ton

#### Notes:

1. Bidding through Consortium is not permitted
2. In case of lower participation, Qualification thresholds may be lowered up to 50% of callout as above) to ensure wider participation (preferably minimum three parties).
3. Parties with past history of delivery of non-acceptable quality of coal, violating delivery schedules in a major way, refusal to supply under any pretext, raising disputes without any reasonable basis, raising disputes with malafide intent may be debarred from participation.
4. NPL has right to summarily reject / disqualify bidder at any stage if it transpires to NPL that bidder has changed it's identity to defeat the past poor record and thus attempted to mislead NPL.
5. Coal properties (typical / expected) proximate, ultimate, ash analysis as per the format (Annexure- IX) are to be submitted to NPL well in advance preferably on or before opening of price bid. NPL will decide suitability of the coal offered. Certificate from mine owner giving these properties is preferred.
6. Specifications of coal offered by the Bidders are subject to acceptance by our Technical Team. In case no specifications offered by the bidder or specs offered are not approved

by the technical team, NPL at its option may provide the bidder an opportunity to furnish additional specs.

7. Bidders who were qualified in the most recent tender processes conducted in FY 17-18 for imported coal supply are deemed to be pre-qualified for this bidding process and are required to submit the documents as per clause no. 3.1.1 provided the bidder should not defaulted.
8. Award of PO which will be based on price competitiveness and requirement of NPL and governed by other terms and conditions of this Bid document.

### **3. PREPARATION AND SUBMISSION OF BIDS**

#### **3.1 PREPARATION OF BID: -**

**3.1.1 The main bid proposal envelop shall comprise of Cover-A, Cover-B & Cover-C as under:**

<b>SL NO</b>	<b>COVER</b>	<b>DOCUMENTS TO BE SUBMITTED</b>
01	“A” shall contain in <b>original</b>	The Price Bid as per Annexure IV (as appropriate for various options) and appropriately sealed
02	“B” shall contain in <b>original</b>	<ul style="list-style-type: none"><li>i) EMD as per requisite format (Annex VI)</li><li>ii) Power of Attorney in favour of Authorized Signatory. (Annex II)</li><li>iii) Covering letter as per format (Annex I).</li></ul>
03	“C” shall contain in One(1) Original + One (1) Photo Copy+ One (1) Pen Drive with these scanned (PDF) of these documents	<ul style="list-style-type: none"><li>i. Latest version of endorsed Bid documents by the bidder.</li><li>ii. <b><i>Original Certificates issued by Statutory Auditors required against technical &amp; financial qualification requirement. (Annex III).</i></b></li><li>iii. <b><i>Original declaration/certificate regarding non-audit of accounts of preceding year.</i></b></li><li>iv. The documents required to demonstrate Technical qualification (Annex III-A).</li><li>v. <b><i>Self-attested copy of POs/Work orders in support of work experience.</i></b></li><li>vi. Memorandum of association (MoA), Article of Association (AoA).</li><li>vii. Coal properties certified by reputed Inspection agency.</li><li>viii. Certificate of incorporation and Board Resolution.</li><li>ix. For Pre-qualified bidder documents mentioned in point no. 3.(i) &amp; 3.(vii) are only required.</li></ul>

***Note: The bidder can quote for one or more options. In case of any bidder opting for multiple options, the price bids to be submitted within the same envelop.***

**3.1.2** In the event of any discrepancy between “the original” and any copy of the bid, interpretation by NPL as per the original bid shall prevail. In event of the any computational error, the element wise quoted price will be considered as correct bid.

**3.1.3** Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected. Any bidder specifying conditions/suggestions that are in material contravention with the terms of may be debarred from participation in the future bid process as decided by NPL.

**3.1.4** The Bidder shall quote prices/rates for complete Scope of Work at Clause. No. 2 Vol. III and other terms and conditions of the Bid Document, as per format of Annexure IV. The bid and supporting documents prepared by the bidder shall be in English language. Documents that are neither in English nor in Hindi shall be supported with notarized English translation. The prices shall be indicated in figures with landed price to be indicated in figures and words.

**3.1.5** Documents shall be legible. Erasures and other changes shall be countersigned by the Authorized Signatory.

### **3.2 SUBMISSION OF BID:**

**3.2.1** Bidders shall submit their Bids at the following address by the date and time mentioned in Clause 11 of Vol-I of General Terms and Disclaimers.

**Mr. Devendra N. Arolkar**

GM & Head- Fuel Sourcing & Management,  
Nabha Power Limited  
P O Box 28,  
Near Village Nalash,  
Rajpura-140401, Punjab, India.  
E-mail: [Devendra.Arolkar@Larsentoubro.com](mailto:Devendra.Arolkar@Larsentoubro.com)

**3.2.2** The Bidders shall send their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach NPL at the specified address by the Bid Due Date & Time. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.

**3.2.3** NPL shall not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered during transit by post/courier. Any Bid received after the expiry of the time specified for receiving the same is liable to be rejected.

### **3.2.4 Validity of Bids**

The Bids submitted should be valid for acceptance till the date as mentioned in validity table in clause 8 of Vol. I.

The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure IV.

## **4. BID OPENING AND EVALUATION METHODOLOGY**

**4.1.** The envelope B will be opened in the presence of NPL tender committee, Bidder's authorised representative and PSPCL representatives (if deputed) as per the timelines specified.

**4.2.** Envelope "B" shall be opened and evaluated for "Responsiveness" as per the following chart:

<b>SL NO</b>	<b>PARTICULARS</b>	<b>YES</b>	<b>NO</b>	<b>REMARK</b>	<b>SIGNATURE</b>
1	Does the main envelop contain Cover "A", "B" and "C"?				
2	Does the Cover "B" contain original EMD, POA and covering letter?				

3	Is the EMD is of required amount and having required validity?				
4	Is the POA as per specified format?				
5	Is the Covering letter as per specified format?				
6	Is the Bid unconditional/ non-suggestive?				

- 4.3. Bids which are not complete in all aspects as stipulated above and/or without the tender fee/EMD are liable for rejection. NPL Tender Committee may accept any non-material/ minor deviations. The right of decision whether any deviation to be qualified as non-material/ minor deviations is reserved with NPL tender committee and PSPCL nominated officials (if deputed) for tender process.
- 4.4. Then Non-financial bids (**envelope “C”**) to be opened for bidders who meet the responsiveness requirements.
- 4.5. Then Price bids (**envelope “A”**) of the qualified bidders (who meet the qualification requirements) shall be opened in the presence of NPL tender committee, Bidder's representative and PSPCL representative (if available) in according with the timelines mentioned.
- 4.6. The Qualified bidders will be intimated in advance regarding the schedule for opening of the price bid.
- 4.7. All documents submitted as a part of bidding process will become property of NPL and are not returnable.

**Note:** NPL reserves the right to verify the authenticity of the documents submitted for the meeting the qualification requirement and may request for any additional information and documents. NPL reserves the right to contact the Bidder's bank and Parties/project references and verify the Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate with NPL. In case NPL desires to verify copies with originals that are not submitted, bidder is required to carry them to premises of NPL.

#### 4.8. Evaluation for Qualification:

Following documents will be evaluated for determining qualification:

- a. Certificate from Statutory Auditors for technical requirement and financial qualification requirements.
- b. Declaration/ Certificate regarding non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.
- d. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.

Nabha Power Limited reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents including but not limited to work orders from end users and copies of invoices as required to establish representations made by the Bidder at any point of time whenever NPL deems it necessary without raising dispute to the same, in which case the Bidders are required to furnish the same. Nabha Power Limited reserves the right at its sole discretion to contact the Bidder's bank and Parties/project references and verify the Bidder's information and documents for the purpose of qualification. In such a case, Bidder will co-operate with NPL. Any refusal to furnish desired documents will lead to disqualification of the bidder.

#### **4.9. Basis of Bidding and options**

Bidder has to quote the price in the respective price bid formats.

<b>S. No.</b>	<b>For Option</b>	<b>Applicable Price bid format</b>
1	For Option A1 (6300 GAR)	Annexure- IV-A1
2	For Option A2 (5800 GAR)	Annexure- IV-A2

The basis of bidding for various options as under:

**Option A: Imported coal, delivered to the plant, with price variation permitted for FOB price, Exchange rate (applicable on FOB price, Ocean Freight, Customs duties), Railway Freight and inland taxes/levies/duties.**

**Sub option A1: Base GCV 6300 GAR (Option A1)**

**Sub option A2: Base GCV 5800 GAR (Option A2)**

For offer of coal under option A2, the quantity will be adjusted with respect to quantity at base GCV of 6300 GAR.

For example: The minimum quantity to be offered against option A1 is 3.5 Lakh MT.

If the bidder wishes to offer against option A2, the minimum offer quantity will be  $3.5 * 6300/5800 = 3.81$  Lakh MT.

**4.9.1** As per the respective Price Bid formats. For Option A1 & A2, the basis of bidding is as under:

##### **A. Base FOB price for Coal quality as per Base Parameters.**

**Note:** Base FOB Price of imported Coal price shall be subject to variation for payment purpose, considering the specified indices **as on the base date** (i.e. Preceding Friday of last date of Bid Submission) and indices **as on date of bill of lading** (i.e. Friday preceding to the week of the date of Bill of Lading of the vessel) as per the API 4 index (for option A1 coal) /API 3 index (for option A2), elaborated in the Pricing Methodology including indexation, detailed in **4.9.12 of Vol. I.**

**Contractor will provide computation along with supporting credible evidence of applicable indices to determine applicable values. Same will be used by NPL to claim reimbursement from PSPCL.**

- B. Firm Ocean Freight** throughout the period of contract.
- C. Marine Insurance. Firm, throughout the period of contract**
- D. Total Customs duty.**  
 Basic customs duty (BCD) @ 2.5 % of Assessable CIF  
 + Cess on Customs Duty @ 3% of (BCD).  
 Note: This element will be eligible for variation of rates of tax and duties/levy/cess with respect to the rates of quoted date which are mentioned above at the time of supply.
- E. Firm Basic Port charges and Inland handling** at discharge port up to loading on to Railway wagons (including but not limited to stevedoring, port charges, interacting and any incidentals till wagon loading etc.) with GST.
- F. Standard/Nominal Railway freight (indicating the loading Railway siding and freight slab) from indicated loading Railway siding to NPL Railway siding (NPSB).**

**Note:**

- (i) In case of change of loading Railway siding may be done with adequate justification and with prior approval from NPL and consequential change in Railway freight, payment shall be restricted to standard Railway Freight for the siding indicated in offer or actual nominal Railway freight whichever is lower.
- (ii) This element will be eligible for variation in GST and revision of Railway freight by Indian Railways at the time of supply.
- (iii)
- (iv) Effect of variation in service charge rate will be computed on nominal freight (applicable for the quoted slab as per Indian Railways Freight Chart) and the effect shall be made applicable on the quoted freight.

**G. Goods & Services Tax.**

**Note:** This element will be eligible for variation in tax rate.

- H. GST Compensation CESS.** This element will be eligible for variation in tax rate limited to the applicable tax as on date of supply based on the supporting document.
- I.** Under GST regime, party is eligible for input tax credit on supply of goods which is to be indicated to NPL during the stage of bid submission in price bid format. The same has to be passed on to NPL during supply of coal.

- 4.9.2** In case of any change in tax rate structure during supply with respect to prevailing at the time of bidding, same will be admissible for reimbursement. The tax rate structure applicable during supply will be accepted based on the supporting credible evidence.
- 4.9.3** Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the contractor are deemed to have been included in the quoted price. Any new tax or duty which were not applicable and is imposed by Government post this bidding process, the same will be admissible for payment. Similarly, any taxes and duties which are modified by Government, bidder to pass on the consequential benefit to NPL through reduction from the quoted price. In

case of withdrawal of existing tax/duties/cess by the statutory bodies, the same will not be paid by NPL from the date of implication.

- 4.9.4** Increase in cost for any spill over of the rake beyond dispatch schedule (if not deferred by NPL) and consequential variation in cost to bidder (taxes, duties, Railway freight, any statutory levies including compliance to the law of land and changes there to) is to bidder's account.
- 4.9.5** It may be noted that NPL enjoys exemption from Punjab Advance Tax and the Bidder is required to comply with relevant documentation so that they can avail of this benefit.
- 4.9.6** In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by NPL.
- 4.9.7** Income Tax payable will be to the account of the Bidder. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Bidder. NPL will issue valid certificates for the tax deducted at source.
- 4.9.8** Bidders are essentially required to comply with all statutory requirements including law of land of sourcing country, Law of land of India. Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura.
- 4.9.9** Bidders are required to indicate the likely states in India from where supplies would be invoiced and the respective GST No. Separate vendor registration forms are to be filled in for each invoicing state along with GST no. Before issuance of PO, successful bidder is required to clearly indicate through official email the breakup of the quantity/equivalent rakes planned for supply from each invoicing location/ state/. Similarly PO's will be issued for each invoicing state mentioning the qty to be despatched from that state for GST compliance. NPL will not be responsible for any default in case bidders do not take proper precautions with respect to documentation.
- 4.9.10** Bidders are essentially required to comply with all statutory requirements including law of land for supply of coal in Punjab including compliance of GST. Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura. Compliance to required documentation (including that of e-way bill) is the sole responsibility of the Bidder. Bidder will generate the e-way bill in FORM GST INS-1 or as applicable electronically on the common portal after furnishing all required information. An e-way bill generated under this rule should be valid till the receipt of goods as specified under GST rules , in case of expired till the time of receipt of goods at NPL Plant, bidder should arrange to get the extension of the validity of e-way bill under GST. The e-way bill generated shall be shared with NPL at the time of despatch of goods with NPL.
- 4.9.11** No transhipment is permitted. However, in case of sick wagon is replaced by healthy wagon by Railways at rake loading point authenticated by a wagon transhipment certificate issued by loading end Railways chief goods superintendent (CGS) to receiving end CGS.

#### 4.9.12 Methodology of FOB Price variation and Indexation for supply and payment of imported Coal.

##### I. FOB Coal Price Indexation

###### Indices to be followed:

For Option A1 coal- API 4 Index

For Option A2 coal- API 3 Index

For price indexation purpose, the above indices published on preceding Friday of **the date of Bill of Lading shall be considered**. And the exchange rate of the preceding Friday of the bill of lading shall be considered.

###### Formula:

**X1**= Index applicable as on preceding Friday with respect to the last date of Bid submission. The same shall remain constant for the entire duration of Contract.

**X2**=Index applicable as on preceding Friday with respect to the date of Bill of Lading of the vessel.

**X3**= FOB component of the quoted price of Successful Bidder and the same is to remain constant for the entire duration of the Contract.

Hence, considering the above, the FOB price for payment purpose will be calculated as under:

**FOB Coal Price,  $X = (X2 \times X3) / X1$**

SN	Country of Origin of Coal	Index	Publication
1	South Africa	API 4 (6000 NAR), For option A1	Argus/McClosky's Coal Price
2	South Africa	API 3 (5500 NAR), For option A2	Argus/McClosky's Coal Price

Illustration of Indexation of FOB price:

For example, bidder Quotes FOB price as 75 USD/ tonne for coal type (Option A1),

The index prevailing as on preceding Friday i.e. 05.05.2017 to the date of bidding is say 70 USD/tonne for API 4.

Let us assume the Bill of lading date is 16.05.2017, and the index prevailing as on preceding Friday i.e. 12.05.2017 to the date of bill of lading is say 73 USD/tonne for API 4.

Then the indexed FOB price applicable will be  $75 \times 73 / 70 = 78.21$  USD/tonne

#### 4.10. Evaluation of the Price Bid

- i. Evaluation would be based on the landed price (Rs/Mcal) FOR delivered to NPL .
- ii. Price Bids of the Qualified Bidders will be opened in the presence of the representatives of the Bidders who wish to be present and PSPCL representatives, as per the timelines.

The evaluation will be done based on the Successful Bidder, whose bids are found eligible and has offered the lowest landed cost to NPL plant. This is further governed by provisions of Clause 10 of Vol. I as per the specific price bid format.

- iii. Decision of NPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. NPL is not under obligation to declare Bidders with the lowest Landed Price (L1) as the Successful Bidders if the same is not in its best interest and can declare any other Bidder participating in the process as the Successful Bidder. NPL also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of NPL or higher than prices of coal from alternatives. NPL's decision in this regard will be final and binding on all the Bidders and NPL will not be liable to pay any damages/cost etc. to any Bidder. This may also be subject to approval by PSERC/PSPCL as applicable.
- iv. Bidders will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either NPL's decision or its right to make such decision at any time.
- v. The Successful Bidders (including L2, L3 etc., at their prices or at mutually acceptable negotiated prices) will be bound to accept the LoI/Contract/PO, Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder. NPL will be free to enter into Contract with any other Bidder participating in the process.
- vi. While NPL will endeavour to provide, window of 14 days in all months, considering the short time available for supplies during the month Oct, preference will be given to parties matching L1 prices and accepting shorter lead time. However, for the balance period, provision of Clause no. 10 of Vol. I will prevail.

**Note :- In case of non-availability of NPL's own Railway siding, say due to major breakdown, NPL may take delivery at Chandigarh (CDG) provided the distance from loading Railway siding to destination freight slab remains same or lower as quoted . In case incidences of increase in Railway freight due to change of slab due to delivery at CDG, issue will be resolved after mutual discussions.**

## **5. NEGOTIATIONS AND AWARD OF CONTRACT**

NPL reserves the right for negotiations as per prudent business practices and/or in consultation with PSPCL and as per directions of PSERC (if any).

**5.1** NPL may release POs on multiple Bidders. NPL may release POs on multiple bidders.

**5.2** Contract Performance Guarantee will be kept as a security against unsatisfactory performance during the Period of the Bid validity Contract. In case of such unsatisfactory performance, NPL will invoke the CPG either in full or in part as the situation may require; and the Bidder will have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation and intimation from NPL for the same to bidder. If bidder fails to replenish the shortfall amount as per the stipulated time of 2 weeks , then NPL will be at liberty to withhold the payment due for supplies already made to the extent of CPG replenishment required.

**5.3** If for any reason the Bid of the Successful Bidder is rejected or LOI/PO issued to such Successful Bidder is cancelled, NPL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.

**5.4** NPL at its option may release the Contract(s) /PO(s) without going through LOI stage.

## **6. EARNEST MONEY DEPOSIT**

**6.1** The Bidders are required to make an Earnest Money Deposit (**EMD**) of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of an unconditional and irrevocable Bank Guarantee (from any of the acceptable banks as set out in Annexure-X) as per the format set out in Annexure VI or through a Demand Draft (from a Bank acceptable to NPL) in favour of Nabha Power Limited, confirmed for payment at Rajpura, Punjab, India. Validity period of EMD should be as per clause 9 of Vol. I.

EMD will be refunded to bidders as per the table below:

On award of PO to successful bidders.	Qualified bidders on whom PO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of PO and submission of CPS whichever is later	Within 10 working days of acceptance of PO by other parties on which POs are released cumulatively for full tender quantity or price bid validity whichever is earlier.	Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes.

NPL will have the undisputed right to encash the EMD if:

1. the Bidder withdraws its Bid during the validity period of the Bid;
2. the Bidder conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid that has material impact on the performance required under the Contract, or tries to influence the outcome of the Bid process, in any manner whatsoever;
3. the Bidder does not accept the arithmetical correction of its Bid price, if NPL finds any discrepancy during evaluation;
4. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Intent (LOI)/PO within the specified time limit; and
5. Successful Bidder does not accept the PO materially aligned with bidding document. Any insignificant, unimportant and inconsequential deviation would not be construed as "Major deviation" or substantial change". The decision of the NPL whether such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful bidder rejecting the PO despite decision of NPL with regard to material alignment of PO w.r.t bid document will be authorizing NPL to encash the EMD as per bidding document.

**Important Note: In case Bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or CPG may be encashed by NPL and Contract if awarded may be annulled. NPL may also take other actions as appropriate including blacklisting/debarring the bidder from future participation.**

## **7. CONTRACT PERFORMANCE SECURITY**

On awarding of contract, the Successful Bidder who has submitted the EMD in the form of Demand draft, the same will be retained as CPG till the requirement of CPG validity as per clause 8 of Vol. I. In case bidder wishes to submit a Bank Guarantee for CPG then the EMD DD amount will be refunded within 7 days of acceptance of CPBG. The CPBG shall be as per the format provided.

No interest will be payable on the Contract Performance Guarantee.

## **8. VALIDITY TABLE**

<b>SL NO</b>	<b>DOCUMENT</b>	<b>VALUE (Rs.)</b>	<b>VALIDITY</b>
01	EMD	2,00,00,000	25 <sup>th</sup> Sep' 2018
02	CPG	2,00,00,000	90 days from despatch of last rake
03	PRICE BID	As per Format in Annexure-IV (as appropriate for various options)	The price bid will remain valid for 25 <sup>th</sup> Sep'18 to order at any point of time.

## **9. SCHEDULE OF SUPPLY AND QUANTITY**

<b>Date from LOI/PO</b>	<b>Timelines</b>
Commencing dispatch of 1 <sup>st</sup> Rake from loading siding	On or before 14 <sup>th</sup> day from Clearance/LOI/PO date or earlier as per mutual agreement .
Balance Rakes quantity	Schedule for balance rakes will be commensurate with uniform weekly dispatch for the entire dispatch window. Exact Rake wise schedule will be specified in the PO

### **For Example:**

Successful bidder is awarded PO for 88,000 MT, the typical rake wise schedule will be as under:

Clearance issue date : 11th Oct'2017.

Total approx. no. of rakes =88,000 MT/4000 MT=~22 rakes

Rake wise typical dispatch schedule	Week start date	Week end date	No. of rakes
- Commencement			25-Oct-17 (or earlier as per mutual agreement)
1 <sup>st</sup> Rake to 5th Rake	- 25-Oct-17	31-Oct-17	5 rakes any day within the first week of window
6 <sup>th</sup> Rake to 11 <sup>th</sup> Rake	1-Nov-17	7-Nov-17	6 rakes any day within the second week of window)
12 <sup>th</sup> Rake to 16 <sup>th</sup> Rake	8-Nov-17	14-Nov-17	5 rakes any day within the third week of window)
17 <sup>th</sup> Rake to 22 <sup>nd</sup> Rake	15-Nov-17	21-Nov-17	6 rakes any day within the 4th week of window)

No incentive is payable for early dispatch. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless early delivery is desired by NPL. Schedule will be extended commensurately in case of restrictions by Railways for loading for NPL

Railway siding (NPSB) exceeding 3 consecutive days or cumulatively 7 days in a window of 30 days period (for computing the lot) starting from first scheduled date of dispatch. Relief on account of this has to be supported/ demonstrated by appropriate documents including but not limited to proof of indents placed and subject to the condition that such restriction is not attributable to the bidder.

**Quantity:**

**Imported Coal 6300 GAR quality: Up to 9 Lakh Metric Tons for a period from 1<sup>st</sup> April '2018 to 30<sup>th</sup> September' 2018.**

**The quantity will prorated adjusted for 5800 GAR quality coal.**

**In case the average delivered GCV deviate from base GCV, actual supply quantity will be adjusted for energy to match energy content under PO.**

**For example:** if ordered quantity is 3.0 Lakh MT @ 6300 GAR and average GCV of supplies 6200 GAR, then the quantity to be supplied would be  $(6300 \times 3) / 6200 = 3.05$  Lakh MT.

**Note:**

1. This Schedule for supply of Coal is tentative and will be subject to and adjusted to technical requirements of power generation from NPL and approval of its off-take, including governing rules and policies as applicable from time to time from Punjab State Power Corporation Limited (**PSPCL**) and/or Punjab State Electricity Regulatory Commission (**PSERC**) /Statutory Authority.
2. It may be noted that as per the directions of authorities, NPL can not make any take or pay commitment.
3. In case PO is released on more than one Party, NPL may specify staggered/parallel delivery schedule, which will be binding on the Bidders within the overall provisions of the Bid document.  
Liquidated damages applicability will be amended suitably in case NPL desires amendments/ changes to schedules. Liquidated damages applicability will be suitably relaxed in case of restrictions for loading imposed by Railways due to reasons other than attributable to the Bidder/Supplier. **In case NPL advises to stop supplies for a period more than 15 days, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.**
4. Tolerance on supplied quantity on NPL total received weight basis: PO quantity minus 4000 MT (1 rake quantity) so as to ensure that dispatches will be in full rake quantity.

In case of requirements during part of the month, proposed ordering quantities will be pro-rated based on the offered quantity of a month divided by 4 weeks.

## **10. CONTRACT QUANTITY**

**Minimum quantity to be offered:**

**6 lakh MT for the period of 01-Apr '2018 to 30-Sept'2018 uniformly distributed with weekly delivery schedule as specified.**

**Note: Bids offering quantity lower than the minimum may be rejected.**

As a prudent practice, NPL may award contract (Single/Multiple) to L1 Bidder up to 70% of quantity to be ordered/required by NPL (limited to quantity offered by the Bidder) and then to L2 Bidder balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by NPL in consultation with/as directed by appropriate authorities. However this is not binding, if in NPL's opinion this is not in its interest and NPL may decide as deemed fit. In case quantities to be ordered in a particular month are lower than the minimum quantity that is required to be offered as above, NPL may decide not to split the quantity for that month.

Within the overall norms as above, in order to optimally utilize available coal with different qualified bidders/ prospective bidders, swapping may be resorted to as per mutual agreement amongst bidders and NPL.

## **11. RESOLUTION FOR UNFORESEEN SITUATION**

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Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering its obligation to PSPCL/ PSERC as well as practical aspects/ good practices. As a first step, attempt will be made to resolve the issues between NPL Fuel Sourcing and the Contractor.

## **VOLUME II. SCOPE OF WORK AND PAYMENTS**

### **1. SCOPE OF WORK**

The Bidder's Scope of Work:

**1.1** Source, import and supply of imported non-coking steam Coal of foreign origin and delivery up to Nabha Power Limited's plant at Rajpura Punjab as per the required specifications as under. Scope of Work also includes all the required and incidental activities thereto.

**Note: Bidder's offered Coal Specifications to be approved by NPL normally prior to opening of price bid. Bidders are requested to offer multiple specs in order to suitability of boiler requirement. In case no spec of a Bidder is approved, NPL may decide not to open price bid of such Bidder. Single price is to be quoted for all the offered specs of a specific type of coal.**

#### **Delivery Point:**

The Delivery Point for Coal will be up to the designated location i.e. up to the wagon tipplers as per the direction of engineer in charge of CHP/Fuel Sourcing at NPL. The Bidder will intimate NPL representatives in advance regarding likely delivery period. Bidders are advised to assess all the infrastructure including the facilities within NPL plant at Rajpura.

#### **Coal Specifications- Option A1- 6300 GAR Base GCV:**

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
<b>Total Moisture (ARB)</b>	12%	15% Max	>15%
<b>Ash (ARB)</b>	18 %	20% Max	>20%
<b>Fixed Carbon (ADB)</b>		By difference	-
<b>Volatile Matter (ARB)</b>		22-30 %	-
<b>Sulphur (ADB)</b>	0.50%	<=0.5%	
<b>Gross Calorific Value (GAR) A Type coal</b>	6300Kcal/kg	6300-5700 Kcal/kg; Linear energy adjusted range: (6300-6000 Kcal/kg)	<5700 Kcal/kg
<b>HGI</b>	-	45-60	
<b>Ash Fusion Temperature (reducing)</b>	Centigrade	Initial deformation(IDT): Min 1230 Flow(FT):>1360 Hemispherical (HT):>1340	
<b>Maximum Limit of Fines Below 2.36 Mm Size In Coal.</b>	40%	Max 40% of Coal	

Coal Specification- Option A2- 5800 Gar Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
<b>Total Moisture (ARB)</b>	13%	16% Max	>16%
<b>Ash (ARB)</b>	23 %	26% Max	>26%
<b>Fixed Carbon (ADB)</b>		By difference	-
<b>Volatile Matter (ARB)</b>		17-25 %	-
<b>Sulphur (ADB)</b>	0.50%	<=0.5%	
<b>Gross Calorific Value (GAR) A Type coal</b>	5800Kcal/kg	5800-5200 Kcal/kg; Linear energy adjusted range: (5800-5500 Kcal/kg)	<5500 Kcal/kg
<b>HGI</b>	-	45-60	
<b>Ash Fusion Temperature (reducing)</b>	Centigrade	Initial deformation(IDT): Min 1230 Flow(FT):>1360 Hemispherical (HT):>1340	
<b>Maximum Limit Of Fines Below 2.36 Mm Size In Coal.</b>	40%	Max 40% of Coal	

**1.1** Transportation from overseas mine to loading port, arranging vessels and shipping to Indian Ports, arranging for insurance, stevedoring, handling, storage, port clearances, inter-carting, arranging railway rakes, loading into rakes, transportation and delivery at the Plant.

**1.2** All other activities including clearing and forwarding of the consignments like customs clearance, coordination with port, railways and any applicable statutory authorities and any other activity that may be needed to deliver the coal up to the Nabha Power Limited's plant at Rajpura Punjab shall also be part of scope of work of Contractor.

**1.3** All liaison, coordination at load port, discharge port, railways, handling agents etc. shall also be part of scope of work of Contractor.

**1.4** The Contractor shall arrange for requisite plots at the port for stocking Coal to be supplied to NPL.

**1.5** The Contractor shall be responsible for watch and ward (including, keeping a check to avoid coal from catching fire) of the Coal stock at such plots at port. They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior Coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Contractor.

**Note:**

- (i) **Subject to feasibility, NPL, at its option, may split the Contract as follows:**
  - (a) **Contract Agreement for Supply of Coal on High Sea Sales basis.**
  - (b) **Contract Agreement for Inland Handling of Coal.**
- (ii) **However, it will be single point responsibility of the Bidder to supply coal to NPL Power Plant and quality and quantity measurements will be at Plant for payment purpose.**  
Other details will be mutually worked out subject to the prices as discovered in the bidding process.

**1.6** In order to have up-to-date information about indenting, loading, dispatches and movement of coal rakes on daily basis, the Bidder will keep Fuel Sourcing Group, NPL informed on the following matters on daily basis:

- a. Rakes indented
- b. Rakes being loaded
- c. R.R. Details i.e. RR No., FNR No., RR Wt., Details of indent against which the Rake loaded etc.
- d. Rakes in pipeline
- e. Likely time of receipt of rakes at NPL siding.
- f. Copy of RR immediately after generation.
- g. Original RR to be submitted within 7 days of receipt of rake.

The above information may be shared as per the predetermined methodology (by email), generally @ 09.00 A.M. on a daily basis.

In case of any penalty/claim observed by government parries needs to be settled before the rake reaches NPL. Any penalty/claim done by Railway due to non-availability of RR Copy, the same will be deducted from Bidder's payable.

Bidder to essentially inform NPL Railway operations team and CHP team / control room as soon as the rake arrives at serving station to NPL Railway siding and track it's movement and alert NPL Railway operations team and CHP team / control room as and when rake is entering NPL premises. Bidder is also expected to identify rake nomenclature and match each wagon with respect to Railway Receipt (RR) and take up with Railways in case of missing wagons or other discrepancy (if any).

## **2. QUANTITY DETERMINATION:**

**2.1.** Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at NPL. The bidder may depute its representative(s) to witness weighment at NPL and. However, weighment process will not be suspended or stopped in case of absence of the representative of the Bidder for any reason. Net weight =Gross weight less the Tare weight as measured at NPL at In-motion weighbridge

**2.2.** NPL will provide copy of calibration certificates if requested by the bidder. NPL will undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology. In case of highly erratic weighment recorded at IMWB, the case may be jointly discussed and based on severity and reoccurrence of such incidences more than 10% of rakes received in a lot , NPL will endeavour for action as appropriate post comparing such abnormality with rakes received from other contractors and suppliers during that period. Any

efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections will be considered as a serious default on the part of the Contractor.

**2.3.** When NPL in-motion weighbridge is not operational for short duration, then NPL received weight will be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5 , maximum 10) or more despatched for NPL from the same loading point of the bidder.

**2.4.** In case there is no previous benchmark available for rakes despatched for NPL by the bidder from same loading point and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5 , maximum 10) received post rectification of NPL in-motion weighbridge will be considered for arriving at NPL received weight for the rakes received during the non-availability of in-motion weighbridge.

**2.5.** While considering the most recent rakes (minimum 5, maximum 10) as per clause no. 2.3 & 2.4 above , preference will be given for considering the rakes within the same lot.

**2.6.** In case there is a case of over speeding of wagons of a rake while passing through in-motion weighbridges at NPL, resulting in non-registration of weight of part of entire rakes then NPL received weight would be arrived at by the similar methodology as in 2.3 & 2.4 above. .

**2.7.** Any other contingency may be mutually discussed and settled.

Net adjusted quantity of Coal received at the Plant i.e. quantity worked out by NPL after carrying out adjustment due to quality variations with respect to the Base Parameters, if any, will be applicable for the purpose of payment.

### **3. QUALITY DETERMINATION:**

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**3.1.** The sampling and analysis of Coal at NPL plant will be as per the provision of relevant BIS by STC ( as per applicable BIS standards ) appointed by NPL. Normally, sampling would be done through Auto Sampler. In case of exigencies suitable alternative option will be resorted to base on agreement from case to case basis.

**3.2.** NPL's representative will have right to witness sampling and testing of coal for the Base Parameters at the loading end. The coal quality analysis report of the Independent Inspection Agency (C) should be submitted to NPL for every rake dispatched within 5 days of dispatch. **However, the payments will be based on the quantity and quality of Coal delivered at NPL Power Plant and adjusted for quality variations (as per NPL plant sampling and analysis) with respect to the Base parameters. Loading point results will not be considered for determining acceptance/payment.**

**3.3.** The supplier's quality representative will have the option to witness the sample collection, preparation, final packing of the reserve sample and testing of main sample. In this process NPL's TPA will cooperate with supplier's representative however in no case

supplier's representative will in anyway have the liberties to interfere in the process of TPA. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of sampling of the activity . Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL.. The dispute are to be registered / raised through emails/ letters to Fuel sourcing group, NPL . In case no dispute raised regarding the process through proper communication as mentioned above, the dispute of test results and claim for reserve sample testing will not be entertained. The deviation or observation if any will be entertained only if backed up (along with the filled up format Annex.- Xv) by appropriate technical/ logical reason in line with applicable sampling standards and is acceptable to NPL Fuel Sourcing Department (FS) & Quality Assurance (QA) department.

- 3.4. Supplier acknowledges that NPL have given the opportunity to witness the process of sampling and testing. Entertaining for testing of reserve sample has to be based on justification acceptable to NPL FS & QA. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation.
- 3.5. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so TPA would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the supplier's representative to be available at all times at sampling and also at preparation locations (including reserve sample package location) and to get information on the consignment identification from TPA.
- 3.6. Once NPL has given opportunity to witness sampling and testing process, representative of supplier is required to sign the documents/ reserve sample packet. In case of non-compliance to the same, the whole process will be deemed as witnessed and accepted by the supplier.
- 3.7. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process. Access to testing lab will be in the presence of NPL's TPA/ on-duty NPL coal testing laboratory in-charge. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained. It may be noted that witnessing of testing carried out outside NPL lab will not be feasible and should be avoided.
- 3.8. NPL may also consider (at its option) sharing of part of sample (third sample) with the Supplier, in which case access to testing lab may not be permitted. Third sample is for reference of the Supplier only and results of analysis of third sample will not be considered for determining the payments.
- 3.9. Reserve samples will be preserved in the NPL laboratory under sealed condition in locked almirah for 30 days in safe custody of NPL.

3.10. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to bidder subject to receipt of loading end quality report.

3.11. In spite of having offered/ provided access to sampling, sample preparation and testing processes to demonstrate transparency, the right to raise dispute for testing reserve sample will be given provided the following conditions are satisfied:

(i) Requirement as per clause no. 3.3 above.

AND

(ii) The results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed rakes of the lot.

Note: In case the test results of majority of the rakes of a lot are disputed, the testing of reserve sample will be carried out as per the defined procedure and the average of the original and reserve sample results will be considered for payment.

3.12. The SOP for testing of reserve sample subject to satisfaction of criteria as per 3.11 (i) & 3.11 (ii) above is as under:

- a) The sealed Sample bearing signatures as appropriate, will be removed from its secured storage space by NPL with advance intimation of 96 hours to the Supplier to enable him to be present during the process of opening of reserve sample.
- b) The entire process of opening and extracting required quantity from the reserve sample packet will be captured in a CCTV camera and balance quantity will be repacked and sealed under and will remain property of NPL. This retained samples may be used in case of any inadvertent loss of extracted sample (spillage/ contamination, etc.)
- c) Sample will be air dried in a secured room in NPL premises. Placing the sample in air dry room, locking the room under joint signatures on the seal and thereafter unlocking and removal of sample post completion of air drying period will be captured on the CCTV camera. The room will not be opened till the air drying process is complete. In case the CCTV camera is not operational for whatever reason, events of locking and unlocking of the door will be video graphed.
- d) Further testing activities will be carried out as per the provisions of applicable standards with full witnessing by the supplier.
- e) In case of testing of reserve sample for GCV, bomb calorimeter will be calibrated as per BIS 1350 part-II 1970 prior to testing. Once the accuracy of bomb calorimeter is established, sample will be tested as per applicable standards.
- f) Prior to testing GCV / ASH, supplier's representative shall sign in the register as an endorsement of having witnessed and confirmed the entire process.

The results of reserve sample so tested will be final and binding on both the parties and cannot be challenged further by either of the parties and final result shall not form part of the dispute under clause 9 OF Vol. III .

g) In case the supplier fails to attend the entire process despite 96 hours' notice, one more opportunity may be extended based on acceptable justification for absence. In case supplier fails to avail the second opportunity as well then reserve sample will not be tested and dispute will be treated as closed.

3.13. For the results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed rakes of the lot. Result of reserve sample will be considered for payment.

3.14. Any coal that is received at NPL will not be returned/ permitted to be collected by the Bidder unless agreed to in writing by NPL.

3.15. It may be noted that access to sampling and testing area is provided by NPL in good faith and in the interest of transparency. Any misuse of this by bidder or it's representative will be viewed seriously and may result in disqualification / blacklisting of bidder , including denial of this access for balance period of supply. Maximum 3 authorized persons ( 1 person per activity like sampling, preparation and analysis /reserve joint sealing and signing ) will be permitted at a time. Presence / interference of any extra representative will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises.

3.16. In case of exigency when the rakes may be received at CDG or any other unloading siding other than NPL's Railway siding (under breakdown condition) , the sampling for payment purpose may be done based on mutual agreement.

#### **4. PENALTIES AND VARIOUS ADJUSTMENTS:**

**For the purpose of adjustments based on quality parameter independent rake wise computations will be done without any weighted averaging of quality parameters of all rakes in a lot.**

##### **4.1. Penalty on account of excess moisture over Base Total Moisture:**

In case the TM% as analysed at NPL exceeds 12 %(for option A1) or 13%(for option A2) then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under:

Formula: Corrected weight= Rake Qty{1-(Actual TM%- Base TM%)}

If the TM% in option A1 coal received in a rake is > 12% and <=15% then the adjustment in weight will be done on pro-rata basis, i.e. the weight of coal will be reduced by the same percentage by which total moisture in coal exceeds 12%.

E.g.: For option A1, If rake quantity is 4,000 MT and average TM% (ARB) = 14% then, Quantity to be reduced = (14-12) % x 4000 MT = 80 MT.

##### **4.2. Penalty on excess fines/oversized coal in the Rake:**

It is to be noted that this coal is fed directly to plant and hence size control is imperative. The Bidder will endeavour to ensure that fines in the Coal delivered in the rake at NPL's power plant are not above 40% of received quantity and quantity of oversized coal is not above required specification. The assessment of quantum of oversize coal will be jointly done by Fuel Sourcing and CHP departments of NPL by visual inspection which Bidder's authorised representative (if present) may witness/sign.

If the quantity of fines in the Coal delivered is above in the rake is 40% or quantity of oversized coal of size > 50 mm to <=100 mm is above 10% in the rake or if quantity of oversized coal of size 100 mm to <=250 mm is above 5% in the rake, then the weight of the Coal will be reduced from excess TM adjusted Weight as per following formula:

a. In case the quantity of fines in the Coal delivered in the rake is >40% or if quantity of oversized coal > 50 mm and <=100 mm is >10%, then

$$\text{Weight of Coal to be reduced} = (A*B/100)*0.1$$

(Where A is quantity of Coal received at the Plant, B is increase of coal with fines above 40% in case of Type-A coal in percentage value/B is increase of coal with size >50 mm and <=100 mm above 10%) (Example if quantity of fines is 45% then B= (45-40) =5).

b. Oversized coal of >250mm delivered will normally be rejected. Part payment, if any, will be decided by NPL. Bidder should avoid loading of oversized coal. In case oversized coal of >250mm is delivered in a rake then

$$\text{Weight of Coal to be reduced} = (A*B/100)*0.5$$

(Where A is quantity of Coal received at the Plant, B is % of coal with size > 250 mm)

(Example if quantity of Coal of size >250 mm is 5% then B= 5).

Note: Above formulae to be used for entire slab (unlike Income Tax computation).

#### 4.3. Penalty on Lower GCV:

The GCV of the coal delivered will be analysed on rake-to-rake basis which will be considered for billing and payments. If the analysed GCV of the coal delivered deviates from the specifications then, the compensation will be derived as follows:

For option A1 Coal (Base GCV of 6300 GAR)

Price Base GCV (ARB)/ GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
6300	=< 6300 and >=6000	On energy adjusted basis	Landed price per ton * Actual GCV/(6300)
	< 6000 and >=5700	On energy adjusted basis	{Landed price per ton * Actual GCV/(6300)}*0.90
	< 5700		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(6300)}*0.50
	> 6300	No additional incentive. Energy	

		adjustment basis limited to 6300 kCal/kg	
--	--	--	--

For option A2 Coal (Base GCV of 5800 GAR)

Price Base GCV (ARB)/ GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
5800	=< 5800 and >=5500	On energy adjusted basis	Landed price per ton * Actual GCV/(5800)
	< 5500 and >=5200	On energy adjusted basis	{Landed price per ton * Actual GCV/(5800)}*0.90
	< 5200		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5800)}*0.50
	> 5800	No additional incentive. Energy adjustment basis limited to 5800 kCal/kg	

#### 4.4. LD for Delayed Dispatch of rakes:

If in any week the total number of rakes to be dispatched is not dispatched till the last day of that week as per schedule, then the rakes which are delayed beyond the last day of the specified week schedule will attract LD which will be levied at **0.25%** of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be despatched) for each day's delay beyond the last day of the week on which that rake was scheduled to be dispatched to the plant subject to a ceiling of **2.5%** of the nominal rake value. This will be computed on rake-to-rake basis. This is also governed by provision of Clause 3.3.

#### Example of LD applicability:

Week No	Pro-rata rakes to be dispatched	Rakes to be dispatched in the week	Actual dispatch	Rakes in penalty
1st (25 <sup>th</sup> October'17 to 31 <sup>st</sup> October '17)	5	Rake 1 to Rake 5	Rake 1 to Rake 4	Rake# 5 penalty for each day for each rake beyond 31 <sup>st</sup> October'17.

**Note: In case of restriction imposed by Railways, the LD schedule will be correspondingly extended as mentioned in clause 9 of Vol. I unless the restriction is attributable to the specific supplier/ bidder.**

**Liquidated damages applicability will be relaxed suitably in case NPL desires amendments/ changes to schedules. In case NPL advises to stop supplies for a period more than 15 day, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes. NPL will not bear / reimburse any storage / cargo handling cost due to what so ever may be the reason.**

**Bidder to furnish Evidence of indents placed at loading Railway siding for NPL's reference.**

#### **4.5. Penalty on excess Sulphur:**

No rake with S control in excess of 0.5% will generally be dispatched.

Sulphur testing will be carried out by the supplier at the lab as per the note below.

NPL reserves right to participate/ monitor/ witness sampling and testing for which supplier will give sufficient notice to NPL as well as cooperate with NPL. NPL reserves right to test Sulphur at its end. If Sulphur content of the rake as per sampling/ analysis at loading point (if not analysed by NPL at the Plant end) exceeds the Base Sulphur content, a penalty at the rate of Rs. 10.00 per MT for every increase of 0.1% in Sulphur (on prorate basis) will be levied. The Sulphur content below the Base value will be ignored. Rakes for which NPL conducts sulphur analysis at receipt end the quality results of NPL receipt end will prevail for that rake. Coal having Sulphur content in excess of the maximum range specified are liable to attract penalty.

For Example: if the sulphur (ADB) of a rake is 0.59 % then the deduction per MT would be  $(0.59-0.5) * 10 / 0.1$

**NOTE:** Bidder may choose from approved laboratories of well-known and reputed IIAC i.e. M/s Inspectorate Griffith India Pvt. Ltd or M/s SGS India Pvt Ltd, M/s Geochem Laboratories.

Sulphur testing may be carried out on the lot which is then dispatched by tippers/ rakes.

#### **4.6. Penalty on excess Ash:**

No rake with Ash(ARB) percentage more than 18 % (for option A1 coal)/ 23% (for option A2 coal) will be dispatched. In event of Ash % (ARB) as per sampling and analysis at NPL exceeds the base value, then adjustment in NPL adjusted weight on pro rata basis i.e. for every 1 % increase of Ash %( ARB), the excess TM & Fines adjusted weight of the coal (as per sub clause no. 3.1 & 3.2 above) at NPL will be reduced by 1 % till the Ash (ARB) is 20 % (for option A1 coal)/ 26% (for option A2). For Ash (ARB) percentage as per sampling and analysis at NPL exceeds 20 % (for option A1) / 26% (for option A2) then the rake will be treated in heavy penalty range.

#### **4.7. Penalty on VM:**

For option A1 Coal: -

The Bidder will endeavour to ensure that the rake wise VM % in the Coal delivered at NPL's power plant is within the specified acceptable range. In case of deviation from specified acceptable range i.e. in case VM above 30 % up to 33 %, a penalty of Rs 26 / MT will be applicable on the final adjusted weight ( after adjustment for excess TM, Fines and Ash) of the coal received in the rake .

&

In case VM above 33 % and above, a penalty of Rs. 39 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake.

For option A2 Coal: -

The Bidder will endeavour to ensure that the rake wise VM % in the Coal delivered at NPL's power plant is within the specified acceptable range. In case of deviation from specified acceptable range i.e. in case VM above 25 % up to 28 %, a penalty of Rs 26 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake.

&

In case VM above 28 % and above, a penalty of Rs. 39 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake.

**4.8.** After adjusting the received quantity at the Plant for quality parameters as above, if it is found that the adjusted quantity is higher than the Net invoiced quantity, the payment will be restricted to net invoiced quantity. In case the adjusted quantity at the Plant is lower than the Net invoiced quantity, the adjusted quantity at Plant will prevail for the purpose of payment.

**4.9.** No incentive is payable for early delivery unless the same is desired by NPL. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless the same is desired by NPL, in which case payment will be reckoned from the date of delivery.

**4.10. Heavy Penalty Range:**

Rakes having coal properties beyond the following limits will attract heavy penalty as under:

Coal Type	Fines	Oversized coal	TM	GCV	Ash(ARB)
Option A1 Coal	-2.36 mm >40%	50 - 250 mm >20%	>15%	<5700	> 20%
Option A2 Coal	-2.36 mm >40%	50 - 250 mm >20%	>16%	<5200	> 26%

It may be noted that coal supplied not refundable since it is either directly fed to mill bunkers or put in the common stock pile, segregation or separate storage not feasible.

**4.11.** NPL may require/ask supplier to segregate oversized coal. In case it is not practicable to determine the proportion of oversized portion, NPL will estimate the extent of penalty based on its judgement, which will be limited to 1% of the value of coal.

**4.12.** The Coal delivered by Bidder at the Delivery Point will be free from impurities and extraneous materials including bone, slate, earth, rock, pyrite, plastic or wood.

**4.13.** Stones/ Shale and Foreign material: Supplier to ensure that coal is free of foreign metallic material, failing which NPL may ask Supplier to segregate as well as levy penalty up to 0.5% of coal value depending on the nature and quantum of metallic material. Besides this penalty, the cost of Railway demurrage due to consequential delay in rake unloading and manpower cost for removal of these stones / foreign material from wagon tippler grizzly, belt conveyor or any other CHP system will be recovered from bidder's invoice.

**4.14.** Bulged Wagons: Bidder to ensure not to load wagons which have bulging or any deformity at the time to loading, so to prevent any inconvenience at NPL during unloading through wagon tipper in automatic mode. Any delay in unloading due to bulged wagons and resultant demurrage thereof will be recovered from bidder's invoice.

**4.15.** If any rake is covered with tarpaulin or any other covering, same should be removed by the bidder well before the rake enters NPL premises. Any demurrage on account of failure to do so will be recovered from the invoice of the bidder.

**4.16.** For the purpose of price adjustment through receipt weight discounting against excess TM % & Excess fines and excess Ash % the following chronology would be adopted for calculation of the payment:

- a. Adjusting receipt weight of the rake for excess TM % in that rake.
- b. Excess TM adjusted receipt weight to be adjusted for excess Fines % of the rake.
- c. Excess TM adjusted & Fines adjusted receipt weight to be further adjusted for excess ASH % of the rake.

## **5. BILLING AND PAYMENTS**

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The Bidder will submit the bills/invoice Lot wise completion of a Lot in triplicate based on Coal delivered to NPL. The payments will be released as per the following procedure:-

The Bidder will submit the bills/invoice Lot wise in triplicate to NPL on below address or respective power plant in Punjab from where the PO would be issued under this tender process

The payments (eligible/undisputed) will be made within **30 days** of

- I. Receipt of undisputed invoices along with credit note for adjustment of quality and quantity.
- II. Receipt of reports along with all supporting documents by NPL Fuel Sourcing
- III. Valid Contract Performance Bank Guarantee.

**whichever is later amongst (i), (ii) & (iii) as above.**

Following supporting documents as applicable to be submitted along with the invoices:

- A. Rake wise analysis of Coal quality at loading point (by IIAC).
- B. Rake wise analysis of Coal quality at unloading point issued by NPL TPA.
- C. NPL rake wise weighment slips in original (with readings of Gross and Tare).
- D. Copy of RR (Railway Receipt)
- E. E-way bill (appropriate form) for each rake.

- F. Ultimate and Ash constituent analysis of any one rake of the Lot at loading point (by IIAC).
- G. Submission of documentary evidence and copy of certificate of payment of Customs Duty, & Cess, if any, paid along-with calculation thereof.
- H. Submission of original documents/certificates of (1) Original non-negotiable Bill of Lading, (2) Certificate of Country of Origin issued by Chamber of Commerce or any authorized statutory body of that country, (3) Marine Insurance & In-land Insurance certificate for the cargo,
- I. Load Port & Discharge Port Vessel Coal Quality Analysis Certificates of international reputed IIA,
- J. Certificate of Quantity loaded in to vessel-Draft survey report.
- K. **Reference Exchange Rate:** means the State Bank of India TT Selling Rate in Indian Rate for US Dollars (\$), as published by State Bank of India. Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee.
- L. Documentary evidence of relevant coal indices as required for pricing methodology as mentioned and coal indices of country of origin as on base date and as on the date of bill of lading.
- M. Self-certified copy of API 4/API 3 Index applicable as on preceding Friday with respect to the last date of Bid submission. The same shall remain constant for the entire duration of Contract.
- N. Self-certified copy of API 4/API 3 Index applicable FOR all preceding Fridays of all the preceding weeks in the month of Bill of Lading of the vessel.
- O. In case required by NPL, for the supplies from stock and sale, lowest index of preceding month of dispatch and the SBI TT selling rate of that day will be applicable.

**Note:**

- A. Lot will be considered as delivered quantity of approximately 40,000 Tons (~10 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1st rake of the fresh PO, whichever is lower or as decided by NPL Fuel Sourcing for the convenience of computing
- B. No incentive is payable for early dispatches unless same is desired by NPL. Further, in case of early dispatches, date for payment will be reckoned from actual dispatches of all the rakes of a Lot along with submission of invoices with supporting documents as above.
- C. Bill discounting: **At its own option**, NPL may consider the request for bill discounting against the credit limits of the Bidder with his Bank on request of Bidder with the processing date as decided by NPL. It is also to be noted that bank interest for payment before due date and charges/cost associated with Bill discounting will be to the account of bidder/supplier.
- D. Invoices/bills in triplicate with supporting documents will be addressed/submitted to following address:

To,  
 Head-Fuel Sourcing & Coal,  
 Nabha Power Limited,  
 Near Village Nalash,  
 PO. Box. 28, Rajpura -140401,  
 Punjab,

India.

Note: In order to comply with the statutory requirement, bidder may be required to raise invoice on RR weight. However, payment will be based on NPL weighment and therefore in case NPL weighment is higher than RR weight bidder will be required to submit a supplementary invoice / debit note for the differential quantity and amount.

## VOLUME III ANNEXURES AND FORMS

### ANNEXURE I: COVERING LETTER

*(To be on the Letter Head of the Bidding Company)*

Date: \_\_\_\_\_

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address:

To

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 222

Dear Sir,

**Sub: Bid for Supply of Non-Coking Imported Coal to Nabha Power Limited.**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the "**Bidder**") and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original + (1) hard copy and one (1) CD with scanned copies of documents in Cover B, as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation and sampling & testing facilities at Nabha Power Ltd. as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.

7. We hereby confirm that we will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we will challenge either NPL's decision or its right to make such decision at any time in the future.

We agree to furnish any additional information and documents as required by NPL to establish representations made by us in this Bid at all times. We also confirm that NPL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.

8. The Bid will remain valid acceptance as per the clause 8 of Vo. I for ordering at any point of time during its validity.

9. We confirm that the Bid is unconditional and non-suggestive and that that we have not taken any deviation to provisions of Bid Documents.

10. We confirm that we have no record of any previous blacklisting by NPL in any tender process or otherwise under any previous business relationship with NPL.

11. We confirm that our quoted prices are based on the provisions of the Bid Documents.

12. We confirm that our rates are firm for supply of the quantum of coal indicated.

13. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.

14. We confirm that our Bid includes all taxes except Advance Tax, for which NPL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.

15. We confirm that we have read and understood requirements regarding blacklisting and are in agreement with the same.

16. The details of contact person are furnished as under:

Name:

Designation:

Name of the Company:

Address of the Bidder:

Phone Nos.:

Fax Nos.:

E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

## **ANNEXURE II: POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

### **POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Documents for shortlisting of Bidders for **Supply of Non-Coking Coal to Nabha Power Limited** through rate based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, and generally dealing with Nabha Power Limited in all matters in connection with our response to the Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney will and will always be deemed to have been done by us.

The Power of attorney will remain valid and effective for all intent and purpose as mentioned herein above till this is revoked / cancelled / terminated under proper written intimation to NPL.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address  
of the Attorney)

Place: -----

Date: -----

Note:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE III: FORMAT FOR CERTIFICATION FROM SATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS**

*(On Letter Head of Statutory Auditors)*

**III-A. Technical Qualification**

**To**

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 222

**Dear Sir,**

**Sub: Bid for Supply of Non-Coking Coal to Nabha Power Limited (summary of credentials)**

We certify that:

Technical Qualification Requirements	(Insert name of Bidder) has supplied following quantity of Non-coking Coal to end-user (power/ cements/ industrial entities in India) on (CIF/FOR basis) in the year _____	— MMT
Financial Qualification Requirements	(Insert name of Bidder)'s average annual turnover for the preceding three financial years was:	Rupees _____
	(Insert name of Bidder)'s average net worth for the preceding three financial years was:	Rupees _____

Yours faithfully,

*(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1and 2 below] of Bidding Company)*

*Name:*

*Date:*

*Place:*

*(Signature and Stamp of statutory Auditors of Bidding Company)*

*Name:*

*Date:*

*Place:*

Please also affix common seal of Bidding Company

### III-B. Financial Qualification

To,

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 222

Dear Sir,

Sub: \_\_\_\_\_

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ having offices at \_\_\_\_\_.

We hereby certify that M/s \_\_\_\_\_ (Bidder) has supplied Coal to end-user (power/ cements/ industrial entities in India) directly or through PSU(s) or Coal Trader in India ( on CIF/FOR Basis) as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied (MTs)
1			
2			
3			

Signature: \_\_\_\_\_

Name of the Partner/ Proprietor Membership No \_\_\_\_\_

Seal of Statutory Auditors

Place \_\_\_\_\_

Date \_\_\_\_\_

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

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**ANNEXURE IV-A: PRICE BID FORMAT-OPTION A1**

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**Nabha Power Limited – Price Bid**  
*(On Letter Head of Bidder)*

**To,**  
**Mr. Devendra N. Arolkar**  
GM & Head – Fuel Sourcing & Management  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 222

Dear Sir,

**Sub:** Bid Documents for Supply of Non-coking imported coal to **NPL on FOR delivered to NPL plant at delivery point basis- Base GCV 6300 GAR.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above-named Package: "Supply of Up to 9.0 Lakh Metric Tons Non-Coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause. 1.1 of Vol. II of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

SL. NO	PARTICULARS	UOM	For schedule of dispatches during Oct'17 to Mar'18
I	Offered quantity	(in Metric Ton)	
II	Base FOB Price (variable as per API 4)	( USD /MT)	
III	Ocean Freight -Firm	( USD /MT)	
IV	C&F ( II+III)	( USD/MT)	
V	Dollar Exchange Rate (variable as per SBI TT selling rate)	Rs / USD	
VI	C&F (IV x V)	Rs/MT	
VII	Marine Insurance Firm	Rs/ MT	
VIII	CIF (VI+VII)	Rs/MT	
IX	Total Customs Duty = Basic customs duty (BCD) @ 2.5 % of Assessable CIF (1.01x VIII) +Cess on Customs Duty @ 3% of ( BCD) (Variable)	Rs/ MT	
X	Discharge Port stevedoring, port handling, intercarting, logistics up to Rake loading and incidental charges there to (Firm)	Basic (Rs/MT) GST % Total with Tax (Rs/MT)	
XI	Nominal/standard Railway freight (Rs/MT) inclusive of all taxes and surcharges (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB. (Variable)	Freight (Rs/MT) GST % Total freight with tax (Rs/MT) Freight Distance	

		Loading siding	
XII	<b>GST @ 5% on (VIII +IX+X+XI) * Tax rate (Variable)</b>	<b>Amount ( Rs/MT)</b>	
XIII	<b>STATE COMPENSATORY CESS</b>	<b>RS/MT</b>	
XIV	<b>Landed Cost to NPL (VIII+IX+X+X1+XII+XIII)</b>	<b>(Rs/MT)</b>	

**Note:**

- i. **Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.**
- ii. **Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.**

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge NPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 8 of Vol. I.

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicable prevailing indices.

Signature:.....

Name:.....

Designation:.....

## ANNEXURE IV-B: PRICE BID FORMAT-OPTION A2

### **Nabha Power Limited – Price Bid (On Letter Head of Bidder)**

To,

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 222

Dear Sir,

**Sub:** Bid Documents for Supply of Non-coking imported coal to **NPL on FOR delivered to NPL plant at delivery point basis- Base GCV 5800 GAR.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "Supply of Up to 9.0 Lakh Metric Tons Non-coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause. 1.1 of Vol. II of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

**Note:**

SL. NO	PARTICULARS	UOM	For schedule of dispatches during Oct'17 to Mar'18
I	Offered quantity	(in Metric Ton)	
II	Base FOB Price (variable as per API 3)	( USD /MT)	
III	Ocean Freight -Firm	( USD /MT)	
IV	C&F ( II+III)	( USD/MT)	
V	Dollar Exchange Rate (variable as per SBI TT selling rate)	Rs / USD	
VI	C&F (IV x V)	Rs/MT	
VII	Marine Insurance Firm	Rs/ MT	
VIII	CIF (VI+VII)	Rs/MT	
IX	Total Customs Duty = Basic customs duty (BCD) @ 2.5 % of Assessable CIF (1.01x VIII) +Cess on Customs Duty @ 3% of ( BCD) (Variable)	Rs/ MT	
X	Discharge Port stevedoring, port handling, intercarting, logistics up to Rake loading and incidental charges there to (Firm)	Basic (Rs/MT) GST % Total with Tax (Rs/MT)	
XI	Nominal/standard Railway freight (Rs/MT) inclusive of all taxes and surcharges (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB. (Variable)	Freight (Rs/MT) GST % Total freight with tax (Rs/MT) Freight Distance Loading siding	
XII	GST @ 5% on (VIII +IX+X+XI) * Tax rate (Variable)	Amount ( Rs/MT)	
XIII	STATE COMPENSATORY CESS	RS/MT	
XIV	Landed Cost to NPL (VIII+IX+X+X1+XII+XIII)	(Rs/MT)	

1. *Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.*
2. *Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.*

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge NPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 8 of Vol. I.

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicable prevailing indices.

Signature:.....

Name:.....

Designation:.....

## **ANNEXURE V: PERFORMA FOR CONTRACT PERFORMANCE BANK GAURANTEE**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

Bank Guarantee No.....

Date .....

To,

**The Chief Executive,**

Nabha Power Limited,

Near Village Nalash,

PO Box 28, Rajpura -140401,

Punjab,

India.

Dear Sir,

In consideration of M/s. Nabha Power Ltd., (hereinafter referred to as 'NPL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s ..... (Insert name of Bidder) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the "Bidder" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Coking Coal to Nabha Power Limited**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores Only)(as per Cl.no..... of PO no.....dated....., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at .....,and issuing branch at ..... (hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Bidder to the extent of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores only) (as per Cl.no..... of PO no.....dated....., insert as applicable), as aforesaid at any time up to ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder.

Any such demand made by NPL on the Bank will be conclusive and binding notwithstanding any difference between NPL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of NPL and further agrees that the guarantee herein contained will continue to remain enforceable till NPL discharges this guarantee.

NPL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. NPL will also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Bidder or any other course or remedy or security available to NPL. The Bank will not be released of its obligations under these presents by any exercise by

NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that NPL at its option will be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Bidder and notwithstanding any security or other guarantee that NPL may have in relation to Bidder's liabilities.

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of Indian Rupees \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores only) (as per Cl.no..... of PO no.....dated....., *insert as applicable*), as long as it remains in force.

We, the said Bank, also undertake not to revoke this Guarantee during the currency except with the previous consent of the NPL in writing and agree that any change in the constitution of the said Bidder or the said Bank will not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees \_\_\_\_\_/- (Indian Rupees Crores only) (as per Cl.no..... of PO no.....dated....., *insert as applicable*), and will remain in force up to and including ..... (the date) and will be extended from time to time for the period, as may be desired by M/s ..... (the Bidder) on whose behalf this guarantee has been given.

This Bank Guarantee will be operative in our Rajpura/Chandigarh branch.

This Bank Guarantee is governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month, year) at \_\_\_\_\_ (place)  
Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Office Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation with bank Stamp

\_\_\_\_\_  
Attorney as per

\_\_\_\_\_  
Power of Attorney Number:

\_\_\_\_\_  
Date:

Note:

1. The Stamp Paper of appropriate value will be in the Name of the Bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

*(Bidders at their option may get draft of CPBG vetted by NPL prior to getting the same issued by the Bank).*

## **ANNEXURE VI: PERFORMA FOR EARNEST MONEY DEPOSIT**

*(To be used in case Bidder is submitting the EMD in the form of a BG)*

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

Bank Guarantee No.:\_\_\_\_\_

Date:\_\_\_\_\_

To,

**The Chief Executive,**

Nabha Power Limited,

Near Village Nalash,

PO Box 28, Rajpura -140401,

Punjab,

India.

Dear Sir,

In accordance with your Bid Document no:....., M/s ..... Having their registered office at ..... (hereinafter called the "Bidder") wish to participate in the said bidding for **Supply of Non-Coking imported Coal to Nabha Power Limited.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. Two Crore Only valid as per table mentioned in clause 8 Vol. I of the bid document required to be submitted by the Bidder as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the ..... (Name and Address of the Bank) having our Head Office at ..... (hereinafter called as the "Bank") guarantee and undertake to pay immediately on demand by NABHA POWER LIMITED the amount of Rs. Two Crore Only without any reservation, protest, demand and recourse. Any such demand made by demand made by NABHA POWER LIMITED will be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

The guarantee will be irrevocable and will remain valid as per table mentioned in clause 3.7 of the bid document . If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s ..... (Bidder's name) on whose behalf this guarantee is issued.

This Bank Guarantee will be governed by the laws of India.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... 2017 at .....

This Bank Guarantee will be operative in our Rajpura/Chandigarh branch.

Witness:

\_\_\_\_\_

(Signature)

---

(Name)

---

(Office Address)

---

(Signature)

---

(Name)

---

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.\_\_\_\_\_

Date:\_\_\_\_\_

**Note:**

1. The Stamp Paper should be in the name of the guarantee issuing Bank.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

(Bidders at their option may get draft of EMD vetted by NPL prior to getting the same issued by the Bank).

## ANNEXURE VII: VENDOR IDENTIFICATION FORM

*(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.- Format No.: SOF-PRC-001-AA, Rev No. 01, dated: 24 May 16)*

<b>Name of the Vendor</b>				
<b>Introduced By</b>				
<b>Registered Office Address</b>				
<b>PIN Code No.</b>				
<b>Address for Communication</b>				
<b>PIN Code No.</b>				
<b>Contact Persons</b>				
<b>Phone No: Office</b>				
<b>Mobile</b>				
<b>Fax</b>				
<b>E-mail address</b>				
<b>Type of Company</b>	<input type="checkbox"/>	Proprietary	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Private Ltd	<input type="checkbox"/>	Public Ltd
	<input type="checkbox"/>	Co-operative	<input type="checkbox"/>	Others (Specify)
<b>Category</b> (Please select category for Income Tax Purpose)	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Professional Services
	<input type="checkbox"/>	Rent	<input type="checkbox"/>	Comm. & Brokerage
	<input type="checkbox"/>	Dealer	<input type="checkbox"/>	Others (Specify)
<b>Date of Commencement of Business</b>				
<b>Annual Sales Turnover for last 3 years</b>	<b>Year</b>			
	<b>Rs (in L)</b>			
<b>Details of Directors/Partners/Proprietors</b>				
<b>Name of Associate/Subsidiary Units</b>				
<b>Services rendered/goods provided</b>				
<b>Details of business with L&amp;T group co's</b>	<b>Year</b>	<b>Co's Name</b>	<b>Items Supplied</b>	
<b>List of Reputed co's, Govt. Dept. With whom registered as suppliers</b>				

<b>List of references, if any</b>	

<b>Details of relatives working in L&amp;T group companies (if any)</b>	
---	--

<b>Goods &amp; Services Tax(GST) Registration No &amp; Date</b>	
<b>MSME Registration No. &amp; Date</b>	
<b>SSI Registration No &amp; Date</b>	
<b>PAN No</b>	
<b>PF Registration No</b>	
<b>ESIC Registration No</b>	
<b>Factory Licence No</b>	

<b>Bank Account Details:</b>	
<b>Bank Name</b>	
<b>Branch</b>	
<b>Account Number</b>	
<b>MICR No</b>	
<b>IFSC Code of Bank</b>	
<b>Any other information:</b>	

**Notes:**

Our PO, Cheque, Correspondence, etc will be sent only to the communication address as mentioned.  
All cheques shall be issued in the name as mentioned above.  
Copies of PAN card, cancelled cheque and all tax / other registration certificates mentioned above should be attached along with this form.

<b>Quality, Environment, Health and safety Compliance</b>		
ISO 9001 Certified	Yes	No
EMS 14001 Certified	Yes	No
OSHAS 18001 Certified	Yes	No

**Declaration In Case answer of any of above is "NO"**

I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

**Code of Conduct**

I/WE confirm that the Code of Conduct (as per NPL format) has been duly signed & stamped and attached with this form.

**DECLARATION BY THE DIRECTOR/ PARTNER/ PROPERITOR**

**I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.**

<b>Rubber stamp of the Vendor</b>		
	<b>Name &amp; Designation of Authorised Signatory</b>	<b>Signature and Date</b>

-----To be filled in by NABHA POWER LIMITED-----

**The Vendor is Approved based on:**

<b>Requested by</b>	<b>Approved by</b>	<b>Payment Terms</b>
<b>(Name and Signature)</b> <b>Date</b>	<b>(Name and Signature)</b> <b>Date</b>	

**To be filled up by Finance & Accounts**

<b>Vendor Code</b>	
<b>Date</b>	

#### **ANNEXURE VIII: FORMAT FOR COAL QUALITY ANALYSIS REPORT AT LOADING END**

The Following report to be submitted for every Rake dispatched as applicable:

<b>Name of the Bidder</b>	
<b>Name of Coal Testing Agency</b>	
Rake No.	1
Date of Sampling	DD/MM/YYYY
Date of Preparation	DD/MM/YYYY
Source of Coal	Source (In case of multiple sources, mention quantity from each source)
Rake Quantity (MT)	
GCV (ARB) of Coal	
Ash (ARB)	
TM (ARB)	
VM (ARB)	
Sulphur% (ADB)	
Size Analysis	
Source of Coal	Country of origin supported by the certificate by IIAc.
Indent Placement date:	DD/MM/YYYY
Siding Name (with code)	_____

**ANNEXURE IX: FORMAT FOR COAL PROPERTIES (Pre-Approval)**

Sl. No.	Technical Particulars	Units	Typical Specifications
1.0	<b>Proximate Analysis</b>		
1.1	Total Moisture (AR)	%	
1.2	Volatile Matter (AD)	%	
1.3	Ash (AD)	%	
1.4	Fixed Carbon (AD)	%	
1.5	Sulphur (AD)	%	
	Total	%	100%
2.0	<b>Gross Calorific Value (ARB)</b>	Kcal/kg	
3.0	<b>Hardgrove Grindability Index (HGI)</b>		
5.0	<b>Sizing (&lt;2.36mm &amp;gt; 50 mm)</b>	%	
6.0	<b>Ultimate Analysis (DAF Basis)</b>		
6.1	Carbon	%	
6.2	Nitrogen	%	
6.3	Hydrogen	%	
6.4	Sulphur	%	
6.5	Oxygen	%	
6.6	Ash	%	
	Total	%	100
7.0	<b>Ash Analysis (Air Dried basis)</b>		
7.1	SiO <sub>2</sub>	%	
7.2	Al <sub>2</sub> O <sub>3</sub>	%	
7.3	Fe <sub>2</sub> O <sub>3</sub>	%	
7.4	CaO	%	
7.5	MgO	%	
7.6	Na <sub>2</sub> O	%	
7.7	K <sub>2</sub> O	%	
7.8	SO <sub>3</sub>	%	
7.9	TiO <sub>2</sub>	%	
7.10	P <sub>2</sub> O <sub>5</sub>	%	
7.11	Mn <sub>3</sub> O <sub>4</sub>	%	
7.12	SrO	%	
7.13	BaO	%	
7.14	ZnO	%	
7.15	Ash Resistivity	Ohm - cm	
8.0	<b>Ash Fusion Temperatures in reducing atmosphere</b>		
8.1	Initial Deformation Temperature (IDT)	°C	
8.2	Hemispherical Temperature (HDT)	°C	
8.3	Flow Temperature (FT)	°C	

**1. NPL reserves the right to verify the above properties in actual supplies.**

**2. Supplier to ensure that the material being supplied is for the sources from which these properties were furnished. NPL may demand relevant documents to establish this relationship. It is the responsibility of the supplier to establish this relationship to NPL's satisfaction.**

**ANNEXURE X: ACCEPTABLE BANKS**

**THE BANKS FROM WHICH BANK GUARANTEES FOR EMD/  
CONTRACT PERFORMANCE GUARANTEE  
ARE ACCEPTABLE**

<b>Any Nationalized Banks in India</b>		
<b>Private Sector Banks</b>		
ICICI Bank Ltd.	Yes Bank Ltd.	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd.	Axis Bank Limited	Indusland Bank Ltd.
<b>Foreign Banks</b>		
Citi Bank	Deutsche Bank Ltd.	The Hongkong and Shanghai Banking Corporation Ltd.
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		

## ANNEXURE XI: LIST OF DOCUMENTS TO BE SUBMITTED

**The below listed documents to be submitted during supplies/operation of the contract. In addition, the requisite documents for payment purpose to be submitted along with the invoices.**

<b>SI No</b>	<b>Documents</b>	<b>Frequency</b>
1.	<b>Rake Wise coal quality analysis report at loading point (Proximate, GCV and Sulphur)</b>	For each Rake
2.	<b>Lot Wise Analysis (Any one rake of the Lot) of Coal quality at loading point (AFT, HGI and Ash analysis report, ultimate analysis))</b>	For Each Lot
3.	<b>Copy of RR</b>	For each Rake
4.	<b>Copy of E-way bill</b>	For each Rake
5.	<b>Declaration of Invoicing location along with GST No.</b>	Advance declaration as soon as rake is loaded.
6.	<b>Documents related to source of coal, vessel loading, bill of entry etc.</b>	For the Lot
7.	<b>Documentary evidence and copy of certificate of payment of Customs Duty, Cess &amp; Surcharge, if any, paid along-with calculation thereof.</b>	For the vessel to which rakes in a lot relate
8.	<b>Copy of documents/certificates of (1) Bill of Lading, (2) Certificate of Country of Origin issued by Chamber of Commerce or any authorized statutory body of that country, (3) Marine Insurance.</b>	For the vessel to which rakes in a lot relate
9.	<b>Load Port &amp; Discharge Port vessel Coal Quality Analysis Certificates of international reputed IIA</b>	For the vessel to which rakes in a lot relate
10.	<b>Certificate of Quantity loaded in to vessel-Draft survey report.</b>	For the vessel to which rakes in a lot relate
11.	<b>Reference Exchange Rate:</b> means the State Bank of India TT Selling Rate in Indian Rate for US Dollars (\$), as published by State Bank of India . Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee.	
12.	Calculation of composite index for coal as on base date and as on the date of bill of lading.	

### **Notes:**

**Normally GCV/ASH/TM/VM will be tested for every rake as per applicable BIS standards other properties may be tested on sampling basis as required by NPL. NPL may also test all properties (proximate/ultimate/ash) on a sampling basis.**

## ANNEXURE XII: CODE OF CONDUCT FOR INTEMEDIARIES INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS / VENDORS

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business

partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.

2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We will neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I / We will follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
6. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.
7. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
8. I / We hereby agree that in the eventuality of me / us appointing a sub-contractor (with written approval of L&T), the sub-contractor shall also comply with this Code of Conduct.
9. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
10. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.

11. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

### **ANNEXURE XIII UNDERTAKING FORMAT**

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**(To be submitted along with signed code of conduct document)**

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the applicable laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal

Name

**1. DEFINITIONS**

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**“Authorized Signatory”** will refer to the person/ persons and organizations who/which have been so authorized by the Bidder to represent them in respect of the Bid submitted, duly notarized and submitted as per Annexure II.

**“Bidder/Bidding Company”** will mean a company duly incorporated under the relevant laws of India and making the Bid. For a Bidder incorporated outside India, prior consent of NPL is required to participate in the Bid.

**“Bid Document”** will mean the documents such as Notice Inviting Tender (NIT), bid documents – including Technical, Commercial, Price Bid and other formats along with Draft Contract, being issued to the Bidders.

**“Bid/ Offer/ Proposal”** will mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by Nabha Power Limited.

**“Coal”** will mean Non-coking coal meeting the specification as per the Bid Document and supplied to Nabha Power Limited/ as required by the context.

**“Bidder(s)/Supplier(s)”** will mean the Successful Bidder(s) with whom Contract has been entered into by Nabha Power Limited and will include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Clause 1 of Vol. II.

**“Contract/ Purchase Order”** will mean the formal agreement executed between Nabha Power Limited and the Bidder/ Purchase Order (PO) issued by NPL to the Bidder/Supplier for performing activities defined as per Clause 1 of Vol. II, Scope of Work with the terms and conditions mentioned therein including the Bid as accepted by Nabha Power Limited, specifications, scope of work, billing schedule/ schedule of quantities with rates and amounts, etc.

**“Contract Performance (Bank) Guarantee”** will mean Bank Guarantee as required to be submitted pursuant to this Bid document for performance security. This requirement of

performance security may also be fulfilled through Demand Draft of required amount; as also by required amount retained in lieu of CPBG by NPL at its sole discretion.

**“Independent Inspection Agency-Bidder ©/IIAC”** will mean the agency appointed by Bidder for testing of Coal at loading end.

**“Lot”** For the purpose of bill submission and payment, Lot will be considered as delivered quantity of approximately 40000 Tons (~10 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1<sup>st</sup> rake of the fresh PO, whichever is lower. Lot size may also be as decided by NPL Fuel Sourcing for the convenience of processing.

**“Letter of Intent (LoI)”** of the Bid will mean the official communication issued by Nabha Power Limited notifying the Successful Bidder(s) about acceptance of its Bid. NPL may at its sole discretion, issue PO without going through the stage of LoI.

**“MT/ Ton/ Tonne”** means Metric Tonne which is equivalent to 1000kg.

**“Party”** will mean either NPL or the Bidder.

**“Parties”** will mean NPL and the Bidder collectively.

**“Power Plant”** will mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura in the state of Punjab.

**“Price Bid”** will mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure IV-A1, Annexure IV-A2 of the Bid Document.

**“Qualified Bidders”** will mean the Bidders short-listed based on the qualification requirements specified as per Clause 2.0 of Vol. I in the Bid Document for further evaluation as per the Bid Document.

**“Reserve sample”** would mean sample for repeat analysis at NPL lab with equipment re-calibration and sample testing in presence of supplier’s representative on the request of supplier subject to qualifying criteria as in clause no. 3 of Vol. II.

**“Scope of Work”** will mean entire scope related to issue of all relevant documents, liaising and coordinating, procuring, lifting, transporting, supply and delivery of coal to the Power Plant as defined more clearly in Clause 1 of Vol. II including associated and incidental activities.

**"Successful Bidder"** will mean the eligible Bidder invited by Nabha Power Limited for entering into Contract for performing activities as spelt out in the Bidding Document.

**"Taxes"** means all applicable taxes, levies, imposts, cess, duties and other forms of taxation which may be payable by the Bidder in accordance with Applicable Laws. It may be noted that NPL enjoys exemption on Advance Tax and in case the same is withdrawn, any amount due on account of this will be reimbursed by NPL.

**"Sampling and Testing Contractor (STC)"** will mean the coal inspection agency appointed by NPL for carrying out sampling and analysis of Coal at Power Plant. IIA-C cannot be the same as STC.

**" Independent Inspection Agency/ IIA"** shall mean the coal inspection agency appointed by NPL to either undertake the sample and draft survey of coal from vessel at load port, discharge port and rake loading point . NPL at it's option to appoint multiple inspection agency at different locations.

**" Independent Inspection Agency/ IIAC"** shall mean the coal inspection agency appointed by bidder / contractor ( post award of PO) to either undertake the sample and draft survey of coal from vessel at load port, discharge port and rake loading point . This agency should be appointed with prior consent from NPL.

**"Written Notice and serving thereof"** will mean a notice or communication in writing and will be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier/ fax, or within 2 hours of its dispatch if sent by e-mail and confirmed by fax to the last business address known to him who gives the notice. This also will include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail. However this will not be a mode of submission of Bids.

**Notes:**

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc.is understood to be a function of person(s) authorized for the purpose.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.

- iii) Terms and expressions not defined herein will have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) The references to any agreement or deed or other instrument will be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- v) **It may be noted that material features of the proposed Contract/Purchase Order are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.**
- vi) **Interested Bidders may register their preliminary interest by submitting letter as per required format available on NPL website. This will facilitate timely communication from/to NPL.**

**It may be noted that material features of the proposed Contract/Purchase Order are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.**

## **2. GOVERNING LAW AND JURISDICTION**

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### Governing Law and Jurisdiction

This Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject to the territorial jurisdiction of local civil courts at Chandigarh.

## **3. ASSIGNMENT AND SUBCONTRACTING**

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The Contractor shall not sublet any activity without intimation to and permission from NPL.

## **4. INDEMNIFICATION**

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Each Party shall indemnify and hold the other Party, its successors, assigns harmless against all damages, losses suffered or paid as a result of any or all claims, demands, suits, penalties, causes of action, proceedings, judgments and liabilities of third parties assessed, incurred or sustained by or against the indemnified Party with respect to or arising out of any breach by the indemnifying Party of its warranties, representations, covenants or agreements, of wilful or negligence act or omission of the indemnifying Party or its employees, contractors, agents or representatives relating to its performance under this Contract except to the extent that any such damage/losses or expenses are the result of gross negligence of, or the failure to comply with the terms of this Contract by the indemnified Party or of its employees, contractors, agents and representatives.

In the event of any claim being made or action brought against NPL in respect of the matters aforesaid, NPL shall immediately notify the Contractor thereof for taking necessary action.

Any statutory and tax related liability will be exclusively to the account of the Contractor.

Contractor shall comply with all mining department requirement and indemnify NPL against any non-compliance. NPL on an monthly audit process may verify the compliance however this shall not absolve the contractor from it's prime responsibility of such compliance.

## **5. CONFIDENTIALITY**

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Confidential Information ("Confidential Information") disclosed by either Party under this Contract shall be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. Confidential Information shall not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's investment goals in India. Receiving Party shall remain liable with regard to all parties who receive disclosing Party's Confidential Information from receiving Party. Neither Party shall be liable for disclosure or use of Confidential Information which:

- (1) was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of the disclosing Party; or
- (4) is required to be released by Applicable Law or court order/award passed by any Tribunal.

The obligations under this section shall survive termination of the Contract.

## **6. FORCE MAJEURE**

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**6.1.** A "Force Majeure Event" means any act, event or circumstance or a combination of acts, events or circumstances or the consequence(s) thereof that wholly or partially prevents or unavoidably delays a Party in the performance of its obligations under this Contract, but only if and to the extent that it/they:

- i. is/are beyond the reasonable control of such Party (the "Affected Party"); and
- ii. such that the Affected Party could not have overcome, prevented or avoided despite exercise of due care and diligence in accordance with Good Industry Practice.

**6.2.** Force Majeure Event includes, with respect to NPL, any Force Majeure Event (howsoever defined) under the Power Purchase Agreement.

**6.3.** A Force Majeure Event includes the following events and circumstances:

- a. Acts of God including cyclone, flood, lightning, earthquake, landslide, or volcanic eruption or exceptionally adverse weather conditions which are in excess of the statistical measure for the

last 100 years, affecting the operation of the Bidder or the performance of the Scope of Work under the Contract, but does not include drought or famine

- b. Fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- c. Chemical or radioactive contamination or ionising radiation, but does not include circumstances or causes of contamination or radiation brought into or near any location where the services are to be performed by the Contractor or those employed or engaged by the Contractor;
- d. epidemic, plague or quarantine; or
- e. Hostilities (whether declared as war or not), riot, revolution, rebellion, insurrection, act of terrorism, in each case involving the GoI, or the GoP or occurring in India; or
- f. Invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the GoI, or the GoP or occurring in India; or
- g. Strikes, lockout, boycotts or other industrial disturbances having a nation-wide impact in India.

**6.4.** Force Majeure Event shall expressly not include the following circumstances or events:

- a. a delay in the performance of any subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 9.3;
- b. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- c. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the Coal to the Power Plant; or
- d. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- e. Insufficiency of finances or funds or the Contract becoming onerous to perform.

**6.5.** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute resolution procedure set forth in Clause 12 Vol-II, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

**6.6. Performance Excused**

The Affected Party, to the extent rendered unable to perform its obligations or part of its obligations under this Contract as a consequence of the Force Majeure Event, shall be excused from performance of such obligations.

Provided that:

- a. the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- b. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.

**6.7. No Liability for losses Due to Force Majeure Event**

- a. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event;

## **6.8. Termination Due to Force Majeure Event**

- a. If the Force Majeure Event subsists for a continuous period of 30 Days, then either Party will be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination will take effect 15 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of Article 6, the Parties agree that the Bidder will not be entitled to the payment of any termination compensation; provided however that the Bidder will be entitled to be paid the outstanding fees in relation to the Scope of work.

## **7. EVENT OF DEFAULTS**

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### **A. Contractor's Events of Default:**

In addition to any other Event of Default appearing in any other provisions of this Bid Document, the following events will be construed as Events of Default on the part of the Bidder:

- i. The Bidder is in material breach of any of the terms of this Contract;
- ii. The Bidder is adjudged bankrupt or insolvent;
- iii. Refusal to accept reasonable change in delivery schedule made by NPL.
- iv. Delay in delivery of coal beyond schedule of supply of coal for reasons other than Force Majeure, unless the same is accepted by NPL.

### **B. NPL's Events of Default:**

- i. If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~1 month's value of the supplies and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it will be construed as an Event of Default on the part of NPL unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

NPL shall have the right to encash the CPG of the Contractor on account of a Contractor Event of Default. The Contractor shall take steps to remedy the Event of Default within 15 days of notice by NPL. If the Contractor has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of NPL, NPL shall be entitled to terminate the Contract.

Contractor shall be entitled to terminate the Contract in case of NPL's Event of Default.

## **8. COMPLIANCE TO LAWS**

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### **Compliance of Labour Laws**

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all the actions, claims, demands, costs and expenses whatsoever arising

out of or in connection with any liability that NPL may be required to discharge on account of the default or otherwise on their part.

### **Compliance with Law of Land:**

The Contractor shall comply with all the provisions of the law of land of Chhattisgarh and Punjab and any other state en-route in lifting, transporting the coal from mines to Loading Railway siding, rake loading and finally delivery to NPL plant that is mandatory in order to execute its obligations and deliveries under the scope of work under this Bid document that should essentially include but not limited to law enforced by MoEF, Ministry of Excise and taxation, SECL/CCL, Indian Railways, local authorities.

**All costs, damages, or expenses, that NPL may have incurred, under the Contract, the Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPG.**

## **9. DISPUTE RESOLUTION AND ARBITRATION**

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### **9.1. Dispute Resolution and Arbitration**

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and Fuel Sourcing through mutual discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days notice to the other party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 9.1.i, the Dispute shall be resolved in accordance with the procedure set out in Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, and the place of arbitration including for holding of any and every proceeding shall be Chandigarh, India
- iv) There shall be three arbitrators. Each Party shall select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The two arbitrators selected by the Parties shall select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- v) The award rendered shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- vi) The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.
- vii) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- viii) Upon every or any such reference, the costs of sole incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.
- ix) The provisions of Clause 12.1 shall survive the termination of the Contract.

## **9.2. Resolution of Unforeseen Situation**

Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC)/ in compliance with Supreme Court order of Civil Appeal no. 179 of 2017 as well as practical aspects/ good practices.

## **10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES**

### **10.1. Insurance:**

**Insurance of coal stock at bidder:**

**Contractor to ensure insurance of coal stock on account NPL lying at bidder in it's own cost.**

### **10.2. Workmen's Compensation Insurance with Employer's Liability**

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by Indian and all other applicable laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or its Sub-contractors for the purpose of the performance of the Work as per the Agreement. In addition, the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
  - a. New India Assurance Co. Ltd.
  - b. United India Insurance Co. Ltd.
  - c. Oriental Insurance Co. Ltd.
  - d. Bajaj Allianz Insurance Co. Ltd.
  - e. HDFC Ergo General Insurance Co. Ltd.
- ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance will not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure  
If Contractor fails to effect and keep in force the insurance, NPL may effect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contract.

### **10.3. Adherence to Occupational Safety while at work place NPL**

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering services inside NPL have to strictly adhere to the safety protocol of NPL. Any deviation from standard safety practice as designed and formulated by NPL will attract penal provisions as per the extant rules and regulations of NPL safety department.

The contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way relieve even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation will lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of contractor's persons, equipment and tippers shall attract applicable penalty from service bills and re-occurrence of any similar incidence will not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to contractor's persons while rendering service under this service contract inside NPL plant premises.

#### **Deduction from Contract fees**

All costs, damages, or expenses, NPL may have incurred, under the Contract, the Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPG.

### **11. TERMINATION OF CONTRACT**

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#### **11.1. Termination of Contract**

NPL reserves the right to terminate the Contract in full or part by giving 15 days written notice if the performance of the Contractor is not found to be satisfactory by NPL in accordance with the Contract or in case the Contract is found uneconomical to NPL. NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

In case the contractor wishes to terminate the contract, he has to give 180 days notice and process and supply the entire coal allotted to him to the satisfaction of NPL.

#### **11.2. Termination Due to Force Majeure Event**

- a) If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination shall take effect 30 Days from the date of such Termination Notice.
- b) In the event of a termination of this Contract as a result of a Force Majeure Event, the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; provided however that the Contractor shall be entitled to be paid the outstanding fees in relation to the Project.

### **12. Blacklisting Criteria:**

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#### **12.1 NPL tender committee to decide whether a particular supplier/ bidder needs to be blacklisted based on the criteria as under:**

- (i) Occurrence of Default as per Tender/PO terms (events of defaults )
- (ii) Influencing in the process of weighment and sampling , sample preparation and analysis of coal at NPL and any person in NPL/ associated agency with malafide intent as established by Tender committee of NPL based on credible evidence.

- (iii) Undue insistence for re-opening of issues already settled in past.
- (iv) Submission of eligibility requirements containing false information or falsified documents.
- (v) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility at any stage of the public bidding process.
- (vi) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.
- (vii) Withdrawal of a bid, or refusal to accept an award of PO without justified basis as determined by NPL Tender committee
- (viii) Any attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- (ix) Failure of the bidder, solely to his fault or negligence, to start supplies within prescribed schedule.
- (x) Supply of coal which is well below the, or way beyond acceptable standards as per the bid requirement.
- (xi) Wilful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting in substantial breach thereof without lawful and/or just cause.
- (xii) Unwarranted, disputes, on frivolous grounds.
- (xiii) Bidder fails to achieve the milestones within time schedule stipulated in the Tender/PO or failing in completing the work in time or Suspends/stops work on any unjust basis including seeking higher compensation.
- (xiv) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of Tender/PO.
- (xv) Fails to furnish the required documents / information of material nature as required under the terms & conditions of Tender/PO.
- (xvi) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the NPL.
- (xvii) Misbehaviour or physical manhandling by the Bidder or his representative or any person acting on his behalf of any official of the NPL.
- (xviii) If the Director / Owner of the Bidder, proprietor or partner of the bidder, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude.
- (xix) If the Director / Owner of the Bidder, proprietor or partner of the bidder has been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, etc.
- (xx) If the Bidder is found to be involved in cartel formation during bidding.
- (xxi) If the Bidder is declared bankrupt or insolvent or its financial position has become unsound.
- (xxii) Unwanted litigation by the bidder to derive undue benefit.
- (xxiii) Use of intimidation/threat or brings undue outside pressure on the NPL, or its officials in acceptance / performance of the job.

(Note: The examples given above are only illustrative and not exhaustive. The NPL may decide to blacklist dealing for any good and sufficient reason).

#### **12.2 Notice of default :**

Bidder shall be issued a 'Notice of Default' granting bidder period of seven days (7) days to remedy the default. If Bidder fails to remedy or take adequate steps to remedy

the default to the satisfaction of NPL within the notice period mentioned above, then business dealings shall be withheld with the Bidder.

**12.3 Representation by Bidder:**

Bidder or his employee may represent to NPL Tender committee against Notice of default , however no outsider shall be allowed to represent or present during personal hearing.

**12.4 Order of Blacklisting:**

The decision regarding blacklisting taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Bidder. This order of Blacklisting shall be final and shall not be subjected to Arbitration proceeding or before any court of Law.

**12.5 Period of Blacklisting:**

The period of blacklisting shall remain valid till the same is revoked or waived or suspended or terminated.

**12.6 Effect of Blacklisting:**

The Bidder, after issuance of order of Blacklisting , would not be allowed to participate in any future tender enquiry and if the Bidder has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. Bidder understands the sensitivity of the Blacklisting and has thus even agreed to reject the bid , even where the price bids of Bidder have been opened prior to order of Blacklisting.

**12.7 Revocation/Review of blacklisting order :**

NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of black listed company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.

NPL Tender committee with final approval by the competent authority of NPL will take decision on blacklisting of any entity based on the recommendation of Head –Fuel sourcing

**ANNEXURE XV: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY**

<b>DISAGREEMENT WITH NPL LAB RESULTS</b>			
RR no./ Rake no.	Contractor	NPL Test Certificate Reference No.	
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<b>Intimation to NPL -Fuel Sourcing</b>	Email/Letter dated ..... (copy enclosed)		
<b>Sampling date and time</b>		Witnessed by (Full Name)	
<b>Preparation date and time</b>		Witnessed by (Full Name)	
<b>Analysis date and time</b>		Witnessed by (Full Name)	
<b>Area of Disagreement (sampling / preparation / test results)</b>			
NPL Findings (ARB)			
<b>Parameter disagreed</b>			
NPL Findings (ARB)			
Party's assessment (ARB) , enclose supporting documents if any.			
<b>Reason for Disagreement</b>	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
<b>Suggested Actions</b>			
<b>Justification for suggested actions</b>	1. 2. 3. 4.		
<b>Dispute raised By Authorised Person</b>			
	Name	Signature	Seal

## ANNEXURE XVI: FORMAT FOR PREMILINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS

### *Format for Registration of Preliminary Interest for participation in Bid Process*

(On Letter Head of Bidder)

To,  
Mr. Devendra N. Arolkar  
Head – Fuel Sourcing & Coal, Nabha Power Limited,  
P O Box 28, Near Village Nalash, Rajpura-140401, Punjab,  
India. Tel. No.: +91-176-2277251/222

Dear Sir,

Sub: Registration of Preliminary Interest for participation in Bid Process (Name of Bid process as appearing in the Press EOI/NIT)

This has reference to your NIT published in Times of India on (Date of NIT). We are interested in participating in the process and would participate subject to we *prima-facie* meet the qualification requirement as would be indicated in the Bid document (*in case Bid document is yet to be uploaded in NPL website*) / as we have gone through the Bid document, *prima-facie* understand that we meet the qualification requirement (*in case bid document is already uploaded in NPL website*). We also confirm that we have no history of default in past /service execution with NPL.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax nos:

Contact person(s):

Designation:

Contact details (incl email):

Main line of Business: Coal washing/Coal Trading/ Coal Mining/ Top three customers:

Any other information:

We now request you to issue/upload the Bid Document.

Yours faithfully,

Name of Authorized Representative:

Designation:

#### **Note:**

1. Filled up, signed and stamped copy of above format may be scanned and emailed to [Devendra.Arolkar@larsentoubro.com](mailto:Devendra.Arolkar@larsentoubro.com), [Chetan.Verma@larsentoubro.com](mailto:Chetan.Verma@larsentoubro.com) and [Kamalesh.Behera@larsentoubro.com](mailto:Kamalesh.Behera@larsentoubro.com).
2. Revised / amended documents will be mailed only to such Parties who have expressed interest. Further participation in the process by any Party who has not expressed interest as per the required format may not be permitted.