



Nabha Power Limited

Regd. Office: P O Box 28, Near Village Nalash, Rajpura-140401, Punjab, India
Document No.: NPL/Washed Coal/2016-17/020 R1 Dated 22-08-2017



**BID DOCUMENT
FOR
ROM COAL BENEFICIATION AND MANAGING ASSOCIATED LOGISTICS
FOR NABHA POWER LIMITED**

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GENERAL TERMS AND DISCLAIMERS

1. This Bid Document is not an agreement or an offer by Nabha Power Limited (NPL) to the prospective Bidders. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid.
2. This Bid Document is based on material and information available with NPL and in public domain.
3. Though adequate care has been taken to ensure the accuracy, reliability and completeness of the information/facts stated in this Bid Document, the Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said information/facts. Neither NPL, its employees nor its consultants/advisors will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Contract, the information supplied by or on behalf of NPL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Contract.
4. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
5. Bidder shall inspect and examine the infrastructure at mine, at Washery and at NPL and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid such as the type and number of equipment and facilities required for the satisfactory completion of work, the quantities of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
6. By participating in the Bid process, each Bidder shall acknowledge and accept that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.
7. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by the NPL any time before the due date of opening of the tender. Notice of such change will be uploaded on NPL's website www.Intnabhapower.com.
8. Each Bidder unconditionally agrees, understands and accepts that NPL reserves the rights to accept or reject any or all Bids without giving any reason. NPL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. NPL also reserves the right as to

whether to implement or not the clarification/ suggestions received within timelines and is in no way bound to implement any/all suggestions.

10. NPL reserves the right to abandon the tender process resulting in non-award of contract to any party against this tender process, if the prices discovered prove to be uneconomical/not beneficial to the overall interest of NPL or higher than comparable industry benchmarks. In such cases, the EMD will be refunded to the bidders post internal deliberation of NPL and conclusion of the process. NPL's decision in this regard shall be final and binding to all the bidders. EMD will not earn interest at any point of time.
11. It shall not be binding on NPL to accept the lowest or any bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole tender or any part of the tender.
12. NPL reserves the right to reject any or all of the Bids received without assigning any reasons. NPL shall not be responsible for and will not pay any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions.
13. NPL reserves the right to split-up the tender quantity, as it deems fit amongst the bidders. The part order should be acceptable to the bidder at the same quoted rate, terms and conditions. Moreover, in the event of placement of part orders, distribution of the quantity shall be at the sole discretion of NPL and the same shall be binding on the bidders.
14. The quantities may vary depending upon the decision of NPL and/or allocation of coal by SECL from time to time. NPL reserves the right to vary the quantity of ROM coal to be washed on month to month basis.
15. Contractor shall not assign the Contract without the written consent of NPL. However, NPL shall have the right to assign the Contract without consent of the Contractor.
16. Contractors shall comply with applicable requirements/policies of SECL/CIL related to release and handling of coal during the tenure of the contract.
17. In case the prices discovered are not competitive, NPL may decide to continue as per the existing PO terms with the existing contractors based on mutual agreement.
18. **Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.**
19. Contractor to comply with requirements related to deployment of CIMFR by NPL for sampling and testing at loading/un-loading points.
20. Unless otherwise specified, reference to any document that is required to be submitted implies that the same has to be submitted in original.
21. Changes/ amendments to PO which are nonmaterial in nature and which do not have material financial impact may be approved by GM & Head –Fuel Sourcing & Management NPL.

22. Important Timelines:

Date	Event
15.03.2017	Publishing of NIT in newspapers and on NPL website
15.03.2017	Date of availability of Bid document at NPL website
20.03.2017	Last date for downloading of Bid Document from NPL Website
03.04.2017	Issue of AddendumNo.1 for change of time lines
30.04.2017	Last date of receipt of comments / suggestions on R0 version
22.08.2017	Issue of Revised Bid document R1 version
25.08.2017	Last date for downloading of Bid Document R1 version from NPL Website
28.08.2017	Last date for receipt of comments/suggestions on R1 version
01.09.2017	Issue of Revised Bid document R2 version/clarifications to R1 version
05.09.2017	Bid Submission Due Date at 11:00 Hrs. at Rajpura
05.09.2017	Opening of Non-financial Bids at 11:30 Hrs. at Rajpura
06.09.2017	Opening of Price Bids at 15:00 Hrs. at Rajpura <i>(depending upon number of Bidders and time taken for Tech Evaluation)</i>
15.09.2017	Selection of Successful Bidder and issue of Lol/ Awarding of Contract

Note: NPL reserves the right to amend the above schedules. Interested parties may monitor NPL website for amendments/changes on a regular basis. Parties are also advised to keep in touch with NPL regarding the revisions to the schedule and amendment to the document. NPL will also send email at the address provided by the parties who have expressed preliminary interest through the letter as specified.

23. In case, this tender is not operationalized as per the schedule or NPL decides to abandon this tender process, It may continue with the existing washery contracts for extended period at existing price with mutual consent.

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 is the hallmark of NPL and power from NPL forms the backbone of power supply to the state of Punjab Plant heat rate of NPL is amongst the best in the country.

Coal for this 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 washed through various washeries in state of Chhattisgarh. NPL has executed tripartite agreement with CIMFR for sampling and testing at the loading end.

Coal is also sourced from alternate sources (imported and domestic). Imported coal is primarily loaded from ports on West Coast of India.

NPL is proposing to engage reputed and competent Contractors to lift ROM coal from various collieries of SECL in Korba area as per allocation, transport ROM coal to washery, beneficiate the same, transport the washed coal from washery to loading Railway siding and loading on to the Railway wagons, enroute monitoring & control, deliver coal to the designated unloading points (plant unloading siding /wagon tippers) in the plant and carrying out all incidental activities including documentation, liaising, follow up, assisting NPL in resolution of issues including taking lead where appropriate etc.

2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the washery	Documents Required to be submitted
Technical Qualification Requirements	(A) Beneficiation Plant Technology	Heavy Media Cyclone or Heavy Media Bath or Wet Jig	Certification from Chartered Engineer or appropriate Govt. body. <i>Self-declaration of technology, project report and the flow diagram along with the confirmation report by NPL Fuel Sourcing Team after site assessment. This is applicable for the washeries that have not carried out beneficiation work for NPL using acceptable technology as per this clause.</i>
	(B) Beneficiation Plant availability/Readiness	Readiness of the plant for operation on the date of Bid submission	Environment clearance, Valid Consent to Operate & Factory License. Assessment report by NPL-Fuel sourcing confirming readiness
	(C) Beneficiation experience	At least 3 Lakh MT of ROM Coal in any one of the preceding three years.	Certificate from Statutory Auditors/ backed up by certificates from reputed customers as per Annexure-III (A) Compilation of orders executed backed up by self-certified copies of orders from reputed customers as per Annexure-III (C)
Financial Qualification Requirements	(D) Average Annual Turnover of Bidder in preceding three Financial Years (FY 2015-16, 2014-15, 2013-14) or (FY 2014-15, 2013-14, 2012-13)	Rs. Forty Crores	Turnover and Net worth duly certified by Statutory Auditors as per Annexure-III (B).
	(E) Average Net Worth of Bidder in preceding three Financial Years (FY 2015-16, 2014-15, 2013-14) or (FY 2014-15, 2013-14, 2012-13)	Rs. Ten Crores	

Notes:

1. **Bidding through Consortium is not permitted.**
2. **Individual bidders having dispatched at least 50 Rakes to NPL as on the date of Bid submission would be considered as automatically qualified and are exempted from preliminary documentation as spelt out at Sr. no. 3 (ii), 3(iii) & 3 (iv) of table as in clause 3.1.1. Vol.-I. However, the contract to a new washery can be awarded only after approval by NPL.**

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:**

SL NO	Envelope	DOCUMENTS TO BE SUBMITTED
01	"A" shall contain in original	I. The Price Bid as per Annexure IV appropriately sealed.
02	"B" shall contain in original	I. EMD as per requisite format (Annex VI) II. Power of Attorney(POA) in favour of Authorized Signatory. (Annex II) III. Covering letter as per format (Annex I). IV. Declaration regarding related parties for participating in the bid as per the format. XIV V. Declaration of No-conflict of interest as per the format XVII.
03	"C" shall contain the documents as mentioned in hard copy and scan copy of the same in One (1) CD. .	Original: I. Latest version of Bid documents including clarifications, each page duly stamped and signed by the authorized representative of the Bidder Original along with one self-certified copy: II. Certificates issued by Statutory Auditors are required against financial qualification requirement. (Annex III-B) III. Declaration/certificate regarding non-audit of accounts of preceding year IV. The documents required to demonstrate Technical qualification (Annex III-A) V. Certificates from customers for satisfactory execution of contract in as per the format XVI VI. The details of the current contracts and capacity committed to other customers to be furnished. Contractor to ensure that at all times capacity committed to NPL is available. Self-Declared commitment of Spare capacity of Beneficiation plant for Minimum 0.8 Lakh MT per month to NPL. (Annex X) VII. Self-Declared commitment of despatch capacity from offered Railway Siding, which must be equivalent to 1.5 times of the Spared Beneficiation capacity for NPL. (Annex X) VIII. Documents comprising details of rakes summary despatched on monthly basis from each siding considered for NPL in last 12 months. (Annex XI) One Set of Copy: IX. Self-attested copy of POs/Work orders in support of work experience along with compilation of the same as per annexure(III-C) X. Details of company ownership structure and Directors. XI. Documents required as per SECL notification no. SECL/BSP/S&M/69 dated 24.06.2015 (Annex. XII & XIII) and revision there to (if any). XII. Any other document forming part of responsive check and obligatory for evaluation of bid.

All of the above should be enclosed in an outer envelope/box (Main Envelope).

Note: Existing washeries having dispatched more than 50 rakes to NPL are exempt from furnishing documents at Sr. Nos. 3 (ii), 3(iii) & 3 (iv) of the above table.

- 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 in landed cost, 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.
- 3.1.6 The spare capacity dedicated to NPL may include bidder’s washeries already operating and also washeries which are recently commissioned with availability of Commissioning Certificate from reputed Independent Chartered Engineer/Consultancy firm with availability of CTO (consent to operate) and Factory Licence on the Bid due date. NPL will independently verify status of the plant. For newly commissioned washeries, prior approval of NPL is required before release of contract.
- 3.1.7 Bidders can either participate as a single entity or as related parties (In case of participation as a single entity, declaration that the Bidder is not in conflict with any other Bidder or needs to be furnished as per format XVII). It may be noted that in case of related party, POs would be released in the name of individual washery that are incorporated as distinct legal entities.
- 3.1.8 “Quoted service charges i.e. beneficiation charges net off reject per ton of ROM coal and transportation charges per KM/MT between the related party should almost be identical”.

NPL expects the prices to be below or at par with the lowest service charge of existing washing contracts.

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 21 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

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.

4. BID OPENING AND EVALUATION METHODOLOGY

4.1. The envelopes (A & 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. First of all Envelope “B” shall be opened and evaluated for “Responsiveness” as per the following chart:

SL NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
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 EMD BG/DD operative at Rajpura?				
5	Is the POA as per specified format?				
6	Is the Covering letter as per specified format?				
7	Has the bidder submitted “related party declaration” as per format?				
8	Has the bidder submitted “no-conflict of interest” as per format?				
9	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 authorised 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. Similarly, NPL may carry out assessment of the beneficiation plant prior to qualifying any Bidder or prior to placement of order. Bidders are expected to wholeheartedly cooperate with such assessment. 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 (only for Beneficiation experience) and financial qualification requirements.
- b. Declaration/ Certificate reading non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.
- d. Certification from Chartered Engineer or appropriate Govt. body.
- e. Self-declaration of technology, project report and the flow diagram along with the confirmation report by NPL Fuel Sourcing Team after site assessment. This is applicable for the washeries that have not carried out beneficiation work for NPL using acceptable technology as per this clause.
- f. Environment clearance, Valid Consent to Operate & Factory License.
- g. Assessment report by NPL-Fuel Sourcing confirming Technology and readiness.
- h. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.

4.9. Evaluation of the Price Bid

The Bids shall be evaluated on the basis of lowest Rs. /Mcal (i.e. Landed cost/Base GCV at Base yield of 80%) at NPL.

5. NEGOTIATIONS AND AWARD OF CONTRACT

- a) Initially the bidders will be ranked on the basis of quoted landed cost (Rs/Mcal) as L1, L2 & L3 etc. and will be clubbed into two groups, Group-A where the cumulative offered quantity is equal or greater than ACQ of NPL.
- b) NPL intends to appoint multiple contractors, hence negotiations will not be limited to L1 bidder, but initially NPL will negotiate with Group-A bidders to bring down the prices to its expectations (comparable to existing service charges or lower).
- c) In case negotiations with Group-A bidders doesn't result in meaningful downward revision in prices, NPL, at its option, may decide to approach some or all of the remaining bidders for negotiations as per prudent business practices and/or in consultation with PSPCL (in case of their participation) and as per directions of PSERC (if any)
- d) Post conclusion of negotiations, normative allocation for releasing PO will be based on the final ranking on price, capacity offered and ability to dispatch (including access/commitment to use "C" priority sidings) as assessed by NPL and based on past performance (wherever applicable), availability and spare capacity of sidings etc.
- e) No **single successful party** will be allocated more than **50%** of the monthly allocated quantity (MSQ). Further, related Parties will **not be allocated more than 70%** of MSQ cumulatively amongst the related parties. This level of allocations will further be moderated as per clause 1.3 of Vol-II.
- f) Bidders will be required to accept minimum monthly quantity offered by them in case NPL offers the same in some or all months.
- g) There must be bids from at least two unrelated parties for the process to be taken forward. To ensure this and to ensure competitive rates, requirement of minimum commitment of 0.8 Lakh MT (Cl. 3.1.1. table) may be revised downwards by 50%.

6. BID CURRENCY AND VALIDITY

- 6.1. The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure IV.
- 6.2. The Bids submitted shall be valid for acceptance as per validity table in clause 9 of Vol.-I. Extension of Bid validity will be as per mutual agreement.

7. EARNEST MONEY DEPOSIT

The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 1,00,00,000/- (Rupees One Crore only) in the form of an unconditional & irrevocable Bank Guarantee as per the format given in Annexure VI or through a Demand Draft in favour of Nabha Power Limited, confirmed for payment at Rajpura, Punjab, India and shall be valid as per validity table in clause 9 of Vol.-I.

EMD will be returned 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 CPBG 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 10 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 10 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes.

NPL shall have the right to encash the EMD if:

1. the Bidder withdraws his Bid during the validity period of the Bid;
2. the Bidder, after opening the Bid withdraws or modifies the Bid document
3. 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 or acts in a manner to nullify the tender process.
4. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Intent (LOI)/ Purchase Order within the specified time limit
5. The Successful Bidder fails to sign the Contract within the required period stipulated herein.

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 and debarring the Bidder from current and future participation.

8. PERFORMANCE SECURITY

- 8.1** Upon selection of the Successful Bidder, annual POs are expected to be released. Successful Bidder has to submit an unconditional & irrevocable **Contract Performance Bank Guarantee (CPG)** as per Annexure-V of equivalent amount to monthly avg. quantity as per below table. This is required for each washery on which PO is to be released.

SL NO	Estimated Avg. Monthly Qty.	CPBG Amount
01	>= 1 Lakh MT	Rs. 10 Crore
02	0.5>= to <1 Lakh MT	Rs. 6 Crore
03	<0.5 Lakh MT	Rs. 4 Crore

- 8.2** CPG shall be maintained throughout the tenure of the contract as a security for satisfactory performance. In case of any unsatisfactory performance CPG may be encashed in part or full.

In case of encashment in part or full, contractor shall replenish the same within 2 weeks, to maintain the security.

8.3 The Contract Performance Bank Guarantee shall be valid as per validity table in clause 9 of Vol.-I and renewed at least 30 days prior to its expiry.

8.4 The CPG shall be returned to the Contractor after the settlement of final bill, after deducting any amount due to NPL from the Contractor. No interest shall be payable to the Contractor on the amount of CPG.

9. VALIDITY TABLE

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 1,00,00,000 (Rs One Crore Only)	31 st March'2018
Price Bid (Annex. IV)	N/A	31 st March'2018
Performance Security (CPBG)	As per table in clause 8.1 of Vol.-I	180 days beyond PO tenure.

1. CONDITION PRECEDENT, PERIOD OF CONTRACT AND ALLOCATION STRATEGY

1.1 Condition Precedent:

- (a) **Bidder's condition precedent:** Approval by NPL as per the requirements of SECL, prior to release of contract.
- (b) **NPL's condition precedent:** Prices in line with NPL's expectations.

1.2 Period of contract:

Three years from the date of award. Variation in prices to be determined as per clause no. 2.8 of Vol. II. Further this contract also may be extended beyond third year with mutual agreement.

1.3 Allocation strategy:

- (a) No **single party** will be allocated more than **50%** of the monthly allocated quantity. Further, related Parties (common or related shareholders holding 50% or more stake holding directly / indirectly or with common or related Directors) will **not be allocated more than 70%** of monthly allocated quantity cumulatively. This will further be moderated based upon the performance in the preceding period (in terms of the control on deviation **between actual and final negotiated landed price per GCV, consistent quality, dispatch, assisting NPL in liaising etc.**) However, Bidders will be required to accept minimum monthly quantity offered by them in case NPL offers/ allots the same in some or all months. However, NPL can release PO for quantity lower than minimum offered.

In case of any changes in Railway Freight on account of revision of Slabs and/or Class and/or differential freight between slabs that impacts the relative landed cost between selected contractors, which in turn has financial impact on NPL, the effect may be moderated by NPL by suitable change in allocation pattern amongst selected contractors. NPL will decide as appropriate.

- (c) Allocation strategy / allocation distribution amongst multiple contractors would be primarily based on competitiveness of their landed price per base GCV (final negotiated Rs/Mcal).
- (d) In case of any major breakdown or maintenance of the beneficiation plant or any disruption due to unrest, contractor may request NPL to allocate coal to any other washery within the group employing acceptable technology, provided such washery is approved by NPL prior to release of coal. However, release of such PO by NPL will be at such price that total landed cost (Rs/Mcal) is not exceeded. Further release of such PO shall be for limited period as per mutual agreement.
- (e) While the washeries are bound to accept allocation up to the minimum offered quantity, NPL at all the time can allot quantity lower than that. For any new washery, NPL may start with a trial order with quantity lower than minimum offered.

2. PRICE & PRICE BASIS & IT'S EFFECTIVENESS:

2.1 The Bidder shall quote it's most competitive prices as per scope of work in price bid format. Any quantity which is allocated during a specific contract year but not delivered during that year will be executed at the price applicable for specific contract year.

2.2 Price Variation: Statutory variation (increase or decrease) on account of the change in statutory taxes & duties along with introduction of any new applicable taxation and/or modified taxation rule (including GST) by Government shall be allowed as applicable during the period of contract. Documentary evidence may be required to be furnished by contractor for the same.

2.3 It may be noted that currently NPL enjoys exemption from Punjab Advance Tax and the Contractor is required to comply with relevant documentation so that they can avail of this benefit. In case Advance Tax Exemption is withdrawn; NPL shall bear the commensurate increase as appropriate. However, any financial loss arising out of Bidder not taking due care in compliance to the requirements shall be to his account.

2.4 The rates quoted by the Bidder in the Price Schedule shall be deemed to cover the cost of all the relevant operations/works mentioned in this Tender Specification, taxes, duties, levies, etc. No claim for any incidental work shall be entertained.

2.5 Bidders are required to specify the Loading Railway siding from where rakes shall be despatched. In case of change of loading siding the bidder may do so with consent of NPL as long as the landed cost (Rs. /Mcal) is not exceeded. Bidders are encouraged in their own interest to specify as many loading sidings as feasible. Any cost reduction due to change of siding should be passed on to NPL. However, increase in cost due to change in siding is not acceptable to NPL unless specifically agreed upon.

2.6 Contractor need to mention the indicative distances from mine to their beneficiation plant and that from beneficiation plant to loading Railway siding. Please note that the distances are for reference only.

2.7 Price Variation: The basic price quoted for 1st financial year allocation including it's roll over period till the same is materialized to NPL will remain firm. For second and third financial year of extension, the rates to be varied as per the following: -

S No.	Basic Price element	Variation Principle	Indicative treatment
1	Beneficiation charges including all incidental charges such as unloading at washery, loading washed coal into the rake and rebate on rejects	Whole sale price index (WPI) & Consumer price index (CPI)	$P1=P0 \times (50\%A1/A0 + 50\% B1/B0)$
2	Transportation charges (for ROM coal from Korba coal mine to Washery and for washed coal from Washery to Loading Railway siding)	ESM rate variation as notified by SECL	$T1=TOX(ESMn/ESM0)$

Where:

P1 -Revised rates after variation.

P0 - Corresponding existing rates at the date of revision.

A1 - All India Wholesale Price Index (Final) as published by RBI for the most recent preceding month for which data is available as on the month of revision.

B1 - All India Consumer Price Index (Final) as published by RBI for the most recent preceding month for which data is available as on the month of revision.

A0, B0 - Corresponding values of the most recent preceding month for which data is available at the time of Bid submission / Previous years PO revision (as the case may be)

T1 –Transport rates after revision.

T0-Corresponding existing rates at the date of revision,

ESMn-SECL Ex-service men transportation rate latest available preceding month as on the month of revision.

ESMo-SECL Ex-service men transportation rate latest available at the time of bid submission / previous year's PO revision.

Note: In case the distance quoted by the bidder is higher than the maximum distance for which the ESM rate circular is available then the effective change for the maximum distance as per the ESM rate circular will be made applicable to the quoted distance.

3. QUANTITY DETERMINATION

3.1. Weighment of rakes will be carried out on in-motion weighbridge (IMWB) at NPL. Net weight of a rake will be derived by reducing tare weight of the rake as recorded in IMWB at NPL from Gross weight of rake as recorded in IMWB at NPL. The contractor at its option may depute its representative(s) to witness the weighment jointly at NPL and also sign on the register dedicated for the purpose with observations if any. However, weighment process will not be suspended or stopped in case of absence of the representative of the Contractor for any reason or refusal of the representative of the contractor to sign.

3.2. IMWB Calibration, certification/ stamping by Legal Metrology, will generally be carried out once a year or as required under Statutory provisions as per "In Service Inspection" requirements of RDSO document (for WB 15 and for accuracy class for train 0.5% and for wagon 1%). NPL will provide calibration certificates if requested by the contractor.

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 occurrence of such incidences for more than 10% of rakes received in a month, NPL will endeavour for action as appropriate post comparing such abnormality with rakes received from other washery contractors 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

3.3. When NPL in-motion weighbridge is not operational for any reason or weighment not registered on IMWB, following treatment will be applied to arrive at NPL net weight:

Scenario	When both gross and tare weighment of at least 90% of wagons is recorded.	When both gross and tare weighment of less than 90% of wagons is recorded.
Procedure	Avg. transit loss of the wagons for which weight is recorded will be extrapolated to remaining wagons of the rake.	Issue will be discussed and decided mutually. In case of infrequent/genuine occurrence, RR wt. may be considered.

3.4. Any other contingency may be mutually discussed and settled.

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

3.6. **Quantity reconciliation:** The quantity will be reconciled as per practices generally followed in the coal industry as under: -

(a) NPL received weight adjusted for excess TM% shall be grossed up by 0.8% shall be considered as "**Gross up received weight**".

(b) The "**grossed up received weight**" as in "a" above will be divided by **actual yield based on ash%** to arrive at the **ROM coal consumed** during the month. This ROM coal quantity shall be final for payment.

Illustration:

Received weight washed coal rake (NPL IMWB Gross weight-NPL IMWB Tare weight) = "W1".

TM % of the washed coal rake =M%

Allowable TM% (say non-monsoon period) =11.5%

IF M>11.5%, then, TM adjusted weight W2 =W1 x {1-(M%-11.5%)}

IF M<11.5%, then, TM adjusted weight W2=W1

Then,

TM adjusted weight grossed up by 0.8% fixed Transit Loss, "W3" =W2/(1-0.8%)

If actual Yield is 80%,

ROM coal consumed W4=W3/80%.

4. QUALITY DETERMINATION

A. NPL receipt end washed coal quality determination:

4.A.1. The sampling and analysis of Coal at NPL plant will be as per the provisions of relevant BIS by a Third-Party Agency (TPA)/STC (as per applicable BIS standards) appointed by NPL. Normally, sampling would be done through mechanical sampling system. In case of exigencies suitable alternative option will be resorted to based on mutual agreement from case to case basis.

4.A.2. The supplier's representative may physically witness the sample collection, preparation and final packing of the reserve sample however for testing of main sample they will be given access to witness the CCTV real time footage. NPL's TPA will cooperate with supplier's representative in the process. However, in no case supplier's representative will in anyway have the liberty 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 the respective 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 is to be registered / raised through email/ letter to Fuel sourcing group NPL, as per prescribed format as in **annexure-XIX**, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.

4.A.3. Lab personnel will display the identity of the sample through the camera.

4.A.4. Supplier acknowledges that NPL has given the opportunity to **witness the process of sampling and CCTV footage of testing in good faith**. In case of any dispute, option for testing of reserve sample must be based on justification acceptable to NPL Fuel Sourcing. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation which can help to assess and eliminate frivolous disputes.

4.A.5. Where ever CCTV monitoring room facility is available, physical access to the sampling & testing process will be restricted however, for testing of reserve sample, physical access to testing facility will be allowed.

4.A.6. To deal with the multiple consignment workloads the process of sampling and preparation is done on round the clock basis, TPA would carry out the process as per the time deemed suitable for the purpose. It is the responsibility of the supplier's representative(s) to be available at all times at the sampling and preparation locations (including reserve sample package location) and to get information on the consignment identification from TPA.

4.A.7. Once NPL has given opportunity to **witness sampling and CCTV footage of 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.

4.A.8. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process.

4.A.9. Reserve samples (samples for repeat testing) will be preserved in the NPL laboratory under sealed condition in locked almirah/suitable storage facility for 30 days from the date of packing in safe custody of NPL.

4.A.10. Normally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to the contractor.

4.A.11. Dispute regarding testing of samples and results thereof:

4.A.12. Dispute will be entertained only if:

(a) It is found to be in accordance with clause 4.A.2.

AND

(b) The results of the samples disputed are beyond the repeatability limits (as per BIS 1350 Part I & II) with respect to the average results for the balance undisputed rakes of the month. This aspect will be assessed at the end of the month once results of all samples are available.

4.A.13. The SOP for testing of reserve sample /repeat testing sample will be aligned to the requirements of applicable clauses in the document.

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 removal and 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 / photographed and balance quantity will be repacked 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/ photographed. The room will not be opened till the air-drying process is complete. In case the CCTV camera is not operational for whatever reason, required events will be video graphed / photographed

d) Further testing activities of the reserve sample will be carried out as per the provisions of applicable standards **with physical witnessing by the contractor.**

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. In case of testing of reserve sample for Ash, the latest calibration certificate of Muffle furnace may be produced on demand by contractor prior to testing.

f) Prior to testing GCV / ASH, contractor'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 12.8.

g) In case the contractor 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.

4.A.14. In case the results of the samples disputed are beyond the repeatability limits (as per BIS 1350 Part I & II) with respect to the average results for the balance undisputed rakes of the month, else, the original test result will prevail.

4.A.15. Any coal that is received at NPL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by NPL.

4.A.16. It may be noted that access to sampling and CCTV footage area for witnessing testing is provided by NPL in good faith and in the interest of transparency. Any misuse of this by contractor or it's representative will be viewed seriously and may result in disqualification / blacklisting of contractor, 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. **Contractor will endeavor not to keep same representative for a period beyond 3 months at a specific witness location (sampling, preparation/ testing of quality and in-motion weighbridge location and to change / rotate them every quarter.**

4.A.17. In case the CCTV system for witnessing the analysis is not available for some time; physical access will be provided to testing area in the lab.

4.A.18. In case the result of GCV is not commensurate with the Ash % , the specific cases will be mutually discussed / investigated to explore the reason for such mismatch.

B. Sampling & Testing by CIMFR at SECL Loading point:

4.B.1. Sample Collection: If permitted as per the extant policies, Contractor to participate in the process on behalf of NPL and supervise the activities at all times to ensure that the same are carried out as required.

NPL will arrange for authorization of all washery representatives on behalf of NPL. Individual washery representative will be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points. Post sampling washery representatives to ensure application of seal on bags and safe storage of the same. Individual washery representatives to ensure safe and secured shifting of the sealed bags from sampling point's local storage room to common storage facility.

All the washery representatives shall maintain proper record of the trucks being used for dispatching coal under the respective along with the the daily lifting report.

At the end of the day all the washery representatives will share the tag numbers encrypted on the sealed bags containing the samples collected during the day with the NPL representative at site.

(a) Individual washery representative to give coverage for their lifting at respective sample drawing points. NPL representative will assist in coordination amongst all washery representatives.

(b)Ensure the truck selection is as per FSA/other applicable procedure.

(c) Ensure duration of sample collection in a day as per latest applicable document (06:00 to 18:00 or 24HRS as applicable from time to time)

- (d) Lifting of sample as per applicable provision of the FSA
- (e) Ensure no selective sample lifting takes place
- (f) Ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room
- (g) Ensure safe and secured shifting of sample bags to permanent storage room.
- (h) Ensure accuracy of CIMFR field staff's records with respect to DO no, date, tag no., truck no. etc.
- (I) Coordination with respective washery operator's representative for proper movement of trucks and ensure support from truck drivers for proper placement of truck and allow lifting sample.
- (J) Keep eye on safety of sampling staff.

4.B.2. Sample Preparation, preservation, transportation, testing: Contractor to monitor sample preparation activities at all times based on the authorisation from SECL/CIMFR (on request of NPL) and share the details with NPL. Also, contractor to ensure that samples are packed, preserved and transported in safe condition, so as to prevent any pilferage and tampering.

(a) NPL will authorize contractor as appropriate from time to time for its participation in the aforesaid activities. Contractor to inform NPL in case of any deviation to the procedures and standards so that appropriate corrective actions may be initiated. Contractor to monitor the health of sampling, preparation and testing equipment in the field and in case of any problem, take up the same with SECL/ CIMFR for necessary corrective action. NPL will support as required.

(b) One composite sample will be prepared for all the sampled bags collected from various sampling points for all the DOs/washery of NPL in a day in a mine/colliery. All the gross sample bags of a mine will be mixed together and finally by reduction one composite sample will be prepared for NPL in a day.

(B) In case CIMFR/SECL objects witnessing of sample preparation simultaneously by the representatives of all the concerned washeries who have lifted coal during the day then NPL will decide, washery wise representative to give coverage for preparation of composite sample, on weekly basis however on best effort basis NPL will try for authorization to witness by representatives of at least two washeries or as would be decided by NPL .Accordingly for that relevant period the concerned washery representative will be responsible for fair and transparent preparation of the composite sample. **In case despite written request and follow up as appropriate by NPL and contractor, CIMFR/SECL objects witnessing of sample preparation and testing by washeries on behalf of NPL, then also CIMFR results will be treated as final for and valid for all purposes.**

(d) After completion of preparation of composite final sample for NPL, representatives authorized to witness the preparation for that week will take handover of NPL part of the sample. The sealed sample so received by washery representatives shall be handed over to NPL representative. Part of the sample may be shared with Washerries for any analysis at their end.

(e) Contractor will witness for proper sealing of referee sample and it's movement till it is kept under lock & key at safe custody of CIMFR.

(f) Before commencement of the preparation, contractor shall check for all the bags for intactness of seal and matching of Seal number with record available from sampling day. By physical inspection ensure that no tempering has been done with any of the bag.

(g) Contractor to pay utmost attention in the process of sample quantity reduction during different stages till packing of final packet as this is the most venerable stage for adulteration.

(h) Ensure that the preparation is done as per applicable procedure as mentioned in FSA.

Note: Representatives of all the washeries shall work in complete coordination and extend their support to each-other as quality result of the composite sample will be applicable to all concerned washeries. In case of any dispute or issue NPL person will intervene.

(i) Contractor to follow up with CIMFR for movement of samples as required (including referee samples) and declaration of results as per the timelines. Specific attention has to be paid for timely testing and declaration of results for Total Moisture.

(j) Contractor to follow-up with SECL for expeditious issue of credit notes based on claims lodged by NPL and also extend full support to NPL for reconciliation with SECL for adjustment of credit amount with further advance payment to SECL.

(k) In case of samples disputed by SECL, contractor shall follow-up for early movement of documents and samples, so that results of referee testing are available in shortest possible time. Similarly, in case of dispute for referee sample to be raised by NPL, contractor to assist NPL in raising and submitting the claims and subsequent activities.

(l) Based on various developments happens from time to time as would be notified by SECL with regard to sampling and testing modalities for ROM coal from SECL, contractor has to cooperate for the adherence to the same as appropriate.

4.B.3. It may be noted that CIMFR methodology may undergo changes from time to time and same are expected to be complied with. In case of any change having material impact on service charge, issue will be discussed and settled mutually.

C. Washed coal Loading point coal quality determination:

Washerries will undertake the sampling and testing of washed coal loaded on the wagons before dispatch at their own cost and have to share their rake loading point quality report to NPL before the rake reaches NPL. NPL may witness their sampling & testing process on audit basis.

In addition to the above, Contractor to fully cooperate with NPL for collection of samples of ROM coal / Washed coal / Washery Rejects from it's premises for NPL's analysis.

5. PENALTIES/RECOVERIES/QUANTITY ADJUSTMENTS

Rakes received in a month will form a batch which will be grouped as under for computing payable against each batch:

GCV-ARB (Kcal/Kg) at plant	Groupe	Action
>=4100 in non-monsoon & >= 4000 in monsoon	Group-A	Weighted average GCV for computation of beneficiation charge payable as per cl 5.3
<4100 in non-monsoon & <4000 in monsoon	Group-B	Weighted average GCV for computation of beneficiation charge payable as per cl 5.3

Note: Rakes beyond 35% ASH will be treated separately and penal yield of 2.5% in addition to regular yield will be applied. No beneficiation charge will be payable. Penalty on Low GCV will not be applicable on such rake.

5.1 Weight adjustment and Recovery of railway freight on account of excess moisture over base Total Moisture:

In case the Total Moisture (ARB) of Beneficiated Coal received exceeds the base Total Moisture (TM), the weight of washed coal shall be reduced by the same percentage for the excess TM%. The weight correction and recovery of Railway Freight for the excess Total Moisture (ARB) shall be worked out as under:

TM adjusted washed coal received weight = Quantity received in a group x {1- (Recd. TM%-base TM%)}

The additional railway freight incurred by NPL on account of excess moisture shall be borne by the Contractor. The same will be recovered from contractor as per below formula:

Railway Freight recoverable = Additional weight on account of excess Moisture (Received weight – TM adjusted weight) x applicable nominal Railway freight for the month (Rs/MT).

Illustration of TM adjusted weight

If Washed coal guaranteed TM: 11.5 % (non-monsoon), washed coal actual TM% in a rake: 12.2 %

Received wt.: 1000 tons, **TM adj. wt.** = 1000* {1-(12.2%-11.5%)} = **993 tons.**

Nominal Rail freight will be recovered for 7 tons.

5.2 Adjustment in yield due to variation in ASH%(ARB):

If the weighted average ash content of the washed coal recd. is 31% (ARB), the base yield will be 80%. For every 1% variation in ASH%, the yield will be varied by 2.5% on pro-rata basis till the ASH% is within 27% to 35% as per mentioned formula in the table:

For ASH	Yield Variation	Formula
27%-28%	70%-72.5% on Pro rata basis.	If the ash of the batch is 30.50%, the yield% will be: = (30.24 – 27)*2.5 + 70 = 78.08
28%-29%	72.5%-75% on Pro rata basis.	
29%-30%	75%-77.5% on Pro rata basis.	
30%-31%	77.5%-80% on Pro rata basis.	
31%-32%	80%-82.5% on Pro rata basis.	
32%-33%	82.5%-85% on Pro rata basis.	

Above parameter of base yield is corresponding to G-11 Grade (4300-4001) ROM Coal lifted during the month. In case the lifted grade is G-10 (4600-4301), the base yield will be 85% (5% higher than that applicable for G-11) and in case lifted grade is G-9 (4601-4900), the base yield will be 90% (10 % higher than that applicable for G-11) Similarly in case the lifted grade is G-12 (4000-3701), the base yield will be 75% (5% lower than that applicable for G-11) and in case the lifted grade is G-13 (3401-3700), the base yield will be 70% (10% lower than that applicable for G-11). In general, yield will be adjusted by 2.5% for 1% change in Ash from the base of 31%. **Similarly yield will be adjusted by 5% for change of each one grade from base grade of G11.**

In case of lifting comprises of multiple grades (G-9,G-10, G-11, G-12,G-13,G-14 etc), the revised base yield will be worked out on weighted average of quantities lifted against each grade. Accordingly, the revised base yield so worked out shall replace the base yield of 80%.

In case, the contractor delivers washed coal rakes with group weighted average Ash (arb) below 27%, no additional incentive would be claimed by contractor.

The Rakes with Ash (arb) above 35% will be treated as per aforementioned Note section of clause 5 .

The upper ash content in washed coal should be maintained within 34% (arb) to meet the requirements as per Ministry of Environment, Forest and Climate Change’s guidelines.

Note: In case the CIMFR analyzed results including that of referee samples for the ROM coal lifted during a month are in deviation to declared grade, then the weighted average base yield will be revised based on such final results and ROM coal balance as well as charges payable will be reconciled accordingly. This exercise will be carried out post availability of final settlement reports (issue of credit note/supplementary bill) from SECL for the complete quantity lifted during that particular month.

5.3 Adjustment of Service charge on account of GCV of washed coal recd.:

Group weighted average GCV will qualify for incentive/penalty for the set of rakes within the group as per the below table.

	Slab	Weighted average GCV of washed coal (ARB) at plant		Adjustment in beneficiation charge (Incentive / Penalty) of quoted service charge
		Non-Monsoon	Monsoon	
Monthly Avg. grade of ROM coal	GCV Above Base (Gr-A)	4600	4500	No further incentive
		>4300 & <=4600	>4200 & <=4500	Incentive of 0% to 30% of beneficiation charge on pro rata basis will be provided.
	Base GCV (Gr-A)	4300	4200	No incentive/ no penalty
	GCV Below Base(Gr-A)	>=4100 & <4300	>=4000 & <4200	Penalty of 0% to 20% of beneficiation charge on pro rata basis will be applied
	Heavy Penal Range (Gr-B)	Below 4100	Below 4000	Penalty of 30% of beneficiation charge will be applied. No pro rata treatment.

5.4 Penalty on Lapsed Quantity of Coal:

If the contractor fails to lift the entire Release Order quantity within the stipulated time limit then:

Penalty for Lapsed Quantity = 15% of the Notified Base Price of SECL declared grade of Coal shall be applicable for the quantity Lapsed.

However, on presentation of a certificate from appropriate authority by the contractor from SECL to the effect that SECL have not offered / supplied that quantity (i.e. short lifted qty.) of coal to washery contractor, depending upon the genuineness of the case, no recovery may be made from the bills of the contractor. In such a case, contractor to try and get assurance from SECL for making good the lapsed quantity in subsequent months. No penalty is payable by Contractor in case NPL lapses coal.

5.5 Penalty/LD on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO:

If the firm fails to despatch quantity of coal lifted within 20 days from the date of lifting from collieries, then the penalty @ 15% of the notified base price shall be applicable for shortfall quantity. No excuse for availability of the crushed coal or availability of the rakes will be entertained. However, in case the stock at NPL is more than 7 days and in such case railway wagons are not made available by the railway authorities then the date of placing the indent for railway wagons will be considered as deemed date for despatch of washed coal and the form will produce documentary proof of the same from the Railway authorities.

Further, each Party to perform its obligations to ensure stock of 7 days and make best efforts for the same. Contractor will ensure that there is no discrimination against NPL with respect to despatch of rakes.

This clause is not applicable in the cases where dispatches regulated by NPL to control inventory at plant.

No Penalty shall be applicable for retaining part rake quantity.

5.6 Penalty on ROM Shortfall Quantity at the end of the contract period shall be made at the rate of 2 x (Notified Base Price of coal including applicable taxes, royalties, cess on ROM Coal x Shortfall Quantity). Disposal of any part rake quantity that is left with the contractor at the end of the contract will be decided mutually and in case the same is not possible to return the same to NPL, recovery at the rate 2 x (Notified Base Price of coal including applicable taxes, royalties, cess on ROM Coal x Shortfall Quantity will be made.

5.7 Penalty on excess fines in Washed Coal delivered:

The Contractor shall ensure that fines (less than 2.0 mm) in the washed coal delivered at NPL's power plant shall not be above 25% of the receipt quantity. If however, under specific circumstances, the quantity of fines in the rakes received for the month is above 25%, then 25% of the beneficiation charges for the quantity by which fines are beyond the limit shall not be paid.

5.8 Penalty due to excessive oversized coal: The size of the Washed Coal will generally be (-)50 mm. In case, rakes with excessive oversized coal i.e. the quantity above 250 mm is more than 10% of rake quantity (as observed and recorded during unloading). Weight of the coal will be reduced by following formula.

Weight reduced = (A * B/100)*0.5

A= Quantity of coal recd. in the rake

B= Incremental quantity of oversize coal above 10%

The quantum of oversize coal would be as jointly assessed by NPL Fuel Sourcing Team and NPL CHP team and Contractor's authorised representative (if present) by visual inspection as measurement is not feasible.

5.9 Penalty on Under loading and Overloading Charges imposed in Railways:

The Contractor shall ensure that there is no under loading or overloading of wagons, so as to avoid levy of any under loading/overloading charges by the Railway authorities. Failing which penalty will be applicable on contractor equivalent to entire idle/ dead freight on account of under loading and entire penal freight on account overloading as charged by Railways through Railway Receipt (RR). The overloading/under loading charges would also mean the consequential charges (including but not limited to FAUC) imposed by Railways in RR on account of overloading besides the punitive charges for over loading. **Cap will not be applicable for this penalty.**

5.10 Railway Freight Recovery against incremental transit loss from washery service bills on quarterly basis:

- i) In case the average transit loss exceeds 0.8% (as in illustration below), the Railway freight for the excess quantity will be recovered from the service charge of Contractors.
- ii) Period for which NPL IMWB is not in operation will be excluded from such computation.
- iii) In any quarter, Transit Loss is less than or equal to 0.8%, no extra payment on this account will be admissible.
- iv) Further, any positive balance will not be carried forward to the next quarter.
- v) Reconciliation on this account will be done in the last month of the quarter/period with recovery as applicable from that month's bill.
- vi) Transit loss will be derived as difference of **RR net weight** and **NPL received weight (Actual Gross – Actual Tare at NPL IMWB)**.
- vii) Railway freight recovery will be done on nominal freight, applicable for the corresponding railway slab.

Illustration:

For any specific quarter:

a= Total RR weight =100 MT

b=Total NPL received weight (NPL Gross- NPL Tare) = 98 MT

c= b after excess total moisture adjustment =97 MT

d = c after grossing up with allowable TL .8% =(c/ (1-.008) = 97.8 MT

e= Transit loss above allowable 0.8% =(a-d)=2.2 MT

f= Nominal Railway Freight=Rs. 2500/ MT

g=Incremental Railway freight incurred (g=exf) =2.2*2500=Rs 5500

Recoverable from Washery Contractor =5500

In-case of e <= zero, there will be no obligation of either of party on account of this clause.

- 5.11 Penalty due to Foreign Material:** Foreign Material like plastic Tarpaulin, Sand, stones, Bajri, tramp iron pieces, concrete blocks etc. are not to be loaded into the wagons failing which, the cost of Washed Coal which will include cost of ROM Coal, Beneficiation charges, STC, railway freight etc. proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. Demurrage Charges on account of delay in unloading due to Lumpy Coal, Stones, extraneous material or muddy coal shall be recovered from Contractors' Dues. The assessment of quantum of oversize coal/foreign material/stones shall be jointly done by NPL Fuel Sourcing & NPL CHP team and Contractor's authorised representative (if present) by visual inspection as measurement is not feasible.
- 5.12 Recovery of loading point Railway Demurrage:** Any demurrage charges of Railways at rake loading end shall be borne by the washery. In case the same is imposed by Railways in NPL's RR, the same shall be recoverable from contractor's bills.
- 5.13 Challenging of CIMFR analysed result:** This will be at the option of NPL based on appropriate inputs from contractor. Repeated/frivolous requests by the contractor will not be entertained.
- 5.14 Cap on penalty:** Entire penalty and recoveries (excluding adjustment due to excess TM% as per clause 5.1 , Underloading and overloading penalty as per clause 5.9) **will be capped at 50%** of the beneficiation charges for the month.

6. BILLING AND PAYMENT TERMS

The Contractor will submit the bills on monthly basis in triplicate based on washed coal received at NPL as per methodology as under:-

6.1. NPL will provide statement to the Contractor confirming the quality and quantity of washed coal received for the preceding month **by 10th day** of succeeding month so that same can be jointly reconciled by **15th day** of the succeeding month, for which NPL and Contractor shall make best efforts to have the same completed within the said period of 5 days. This will be a provisional reconciliation. Post this activity based on this provisional reconciled data Contractor will raise provisional invoice based on SECL declared grade of coal as per the Delivery orders against which coal is lifted during the month and allowable TM% as per the limits 11.5%/12.5% as mentioned in Vol-III clause 1 (guaranteed base parameter)

6.2. The Provisional invoices raised by the Contractor shall include:

- a) Release Order (RO) issued by SECL against which the ROM Coal quantity is lifted & Copies of RRs.
- b) RO wise day wise ROM coal lifting summary.
- c) D/Notes/ Delivery challan of SECL duly endorsed by contractor.
- d) Based on above documents, final reconciliation sheet i.e. correlation of ROs, RRs shall be provided by the Contractor.
- e) Proof of Railway indents placed during the month, opening indents and backlog indents (in compliance with LD clause)- based on NPL's request.
- f) Program sanction, Indent copy, RR co-relation with indent-based on NPL's request.
- g) Provisional ROM coal Balance at washery and mines for each month with reference to RO/DO..

6.3. NPL will release through EFT (Electronic Fund Transfer) the payment of the 100% of provisional bill amount for each period as admissible, within Thirty (30) days from the date of receipt of such bills (complete in all respects) post reconciliation as in the preceding paragraph at the NPL's designated office(s) located at the Power Plant.

6.4. Contractor will submit final invoice along with CIMFR test results (as and when they are available) along with final settlement reports (issue of credit note/supplementary note) from SECL for the complete quantity lifted during the month. Based on this the final reconciliation will be done jointly to work out:

(a) **The weighted average base yield (as in 5.2 of Vol.-II) will be revised based on CIMFR results** (in case the CIMFR tested results for the ROM coal lifted during a month are in deviation to declared grade) and accordingly the final payable will be computed along with final penalty/recovery

and

(b) The final ROM coal balance.

6.5. NPL will release through EFT (Electronic Fund Transfer) the payment of the differential amount based on clause 6.5 in case final payable is higher than provisional payment already made for the month, within seven (07) days from the date of receipt of final invoice and reconciliation as per clause 6.5 above post receipt of duly signed in final ROM coal balance for the month.

6.6. Contractors are advised to submit bills that are complete in all respect and well in time for timely release of payment.

6.7. Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL shall issue valid certificates for the tax deducted at source as applicable.

6.8. Invoices/bills in triplicate with supporting documents shall be addressed/submitted to following address:

To,

GM & Head-Fuel Sourcing & Management,

Nabha Power Limited,

Near Village Nalash,

PO. Box. 28, Rajpura -140401,

Punjab, India.

VOLUME III TECHNICAL SPECIFICATION AND SCOPE OF WORK

1. GUARANTEED (BASE) PARAMETERS

i.	Size of coal	0-50 mm		
ii.	Allowable weighted average TM in washed coal	ROM TM% plus one (1%) will be allowed capped at 12.5 % for Non-monsoon and 13.5 % for monsoon (July-Sept.) season.		
ii.	Allowable weighted average fines below 2.0 mm in washed coal (independent for group's exclusion rakes)	25% of TM adjusted NPL receipt weight		
v.	Normative Yield	ROM of G-9 grade: 90% yield. ROM of G-10 grade: 85% yield. ROM of G-11 grade: 80% yield. ROM of G-12 grade: 75% yield. ROM of G-13 grade: 70% yield. ROM of G-14 grade: 65% yield.		
v.	Weighted average GCV (ARB) of washed coal.	ROM coal grade as analysed by CIMFR	GCV (ARB) washed coal	
			Non-Monsoon	Monsoon
		G9/G10/G11/ G12/G13/G14	4300	4200

Note:

In case of any rake recd. having GCV(ARB) in heavy penal zone will be excluded from the group wt. avg. of the month and will be treated as separate group.

In line with the MOEF&CC guidelines, the ash content of the rake should not exceed 34%.

Blending with imported coal or washery rejects is prohibited failing which NPL will be eligible to take action as appropriate.

NPL expects lowest landed cost in terms of Rs/Mcal

2. SCOPE OF WORK

Detailed activities to be performed by the Contractor under the scope of work for **ROM Coal Beneficiation and Managing Associated Logistics** are as follows:

Detailed Activities:

a. Allocation and issue of release order:

- Towards end of the preceding month, NPL will decide washery wise allocation and communicate to SECL. Accordingly, contractor shall assist NPL in getting the allocation letter issued and communicate the same to NPL, Bilaspur office with copy to Rajpura office as soon as possible.
- NPL to process the advance payment based on the estimated cost of ROM coal and remit the same electronically in three instalments generally as per the provisions of FSA. Contractor to assist NPL resolving any issue related to price, receipt of payment in SECL account etc. Post receipt of payment to SECL account, contractor to facilitate the issue of Delivery order/Release order and ensure that the same is available at Area office for taking further action.

b. Lifting, Washing

- Post issue of Release Order (RO)/ Delivery Order (DO) Contractor shall take delivery of ROM coal of appropriate quality and size (-100 mm) on behalf of NPL, and assure that the lifting rate is as per requirement and the entire quantity and billed quality coal shall be lifted within period of RO/DO validity. Contractor shall ensure adequate number of tippers being made available at loading point as per the required schedule.
- Contractor on behalf of NPL shall validate/sign the weighment sheets as well as Daily LR summary statement issued by SECL. Contractor shall collect the Delivery Challan from SECL and Soft copy of the same shall be mailed on daily basis and the hard copy shall be submitted at the month end. It is the responsibility of the contractor to ensure the lifting of whole quantity as billed to NPL. NPL, at its option may participate during the process.
- Contractor shall safeguard the coal stored at its premises from fire.
- The technology used for washing shall be as per the PO. Contractor shall ensure the availability of equipment and consumables as required. So, that the process doesn't get hampered.
- The coal to be washed shall be crushed to an optimum size (under 50 mm) and beneficiated by the contractor to achieve the parameters.
- NPL personnel and/or authorised representative will have the access to storage and washery premise at all time. Contractor to co-ordinate for the same.

c. Railway Programme Indenting and loading on to Rakes:

- Contractor shall assist NPL to submit the e-demand as per the allocation pattern. On submission of demand by NPL, contractor has to provide acceptance and liaise/follow up with Railway authorities for sanction of the programme.
- Contractor shall submit adequate number of indents as per sanctioned programme for placement of empty rake within the valid period for complete materialization of lifted coal.
- Contractor shall ensure that rakes recd. are not in damaged condition and co-ordinate with Railways as required to restore condition of the wagon so that spillage shall not happen. Irreparable wagons shall not be loaded with coal.
- Contractor shall transport washed coal to the siding(s) and load the same into the wagons on train load basis and taking care the incidents of under loading and overloading of the wagons to minimize.
- To the extent possible, contractor shall try and get NHL/N-BOX rakes which are in good condition.
- Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges.
- All demurrage, penalties and extra charges are to be passed on to the contractor's account.

d. Despatch of Rake, En-route monitoring and Placement at the designated delivery point:

- The trains shall be despatched on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to contractor's account.
- Contractor shall co-ordinate with Railways for timely issue of RRs and deliver the same to NPL, Rajpura.

- The contractor shall take measures to avoid the diversion/en-route of rake and resolve any en-route holdups.
- Contractor shall monitor and record the movement of each rake till placement at designated delivery point. Contractor for its own interest provide escorts to monitor the movement.
- Contractor shall keep a record and track of sick wagon and shall arrange to mobilise the same with subsequent consignment. Loss to NPL due to sick wagon(s) has to be borne by contractor.

e. Quality and Third Party Agency:

- The contractor shall co-operate with TPA/CIMFR appointed by NPL for sampling, preparation and analysis.
- Contractor shall keep close watch and monitor activities by CIMFR at SECL loading end as described in clause 4.B of Vol.-II.
 - To undertake the due diligence of the coal quality and to ensure that good quality coal being lifted from selected mines.
 - Contractor must assist NPL in periodical joint reconciliation between SECL and NPL for the advance paid by NPL and coal value billed by SECL.
 - Contractor has to witness on behalf of NPL, the sampling, preparation and testing of coal as per the prevalent protocol and it's amendments (if any from time to time) with SECL for the rakes loaded A/c NPL and will ensure fair sampling, preparation, testing.
 - It is to be noted that NPL has entered into a tripartite agreement with CIMFR and SECL. Contractor to extend all support to CIMFR during Sampling, preparation & Sample preservation.
 - Contractor to provide suitable almirah/ storage / locker facility / minor arrangements at each sample preservation locations as directed by NPL.
 - Contractor has to provide a dedicated vehicle for NPL Team before rake placement at siding. The same will be used to facilitate NPL/CIMFR representatives to carryout Sampling. The vehicle will be at disposal of NPL team till the sample preparation & packing activities are completed at the respective siding.
 - In case vehicle has not been provided for coverage of a particular rake, an amount of Rs 10,000/- will be recovered from the contractor's bill against per rake in default.
 - Contractor has to provide complete coverage for Sampling & Preparation activities done by CIMFR on behalf of NPL as would be directed and advised by NPL based on SECL/CIMFR's permission.
 - Photography / videography for the entire sampling & preparation process shall be done by the contractor at loading end as would be directed and advised by NPL based on SECL/CIMFR's permission.
 - In case CIMFR declares Grade lower than SECL's declared grade, Contractor has to assist NPL at all stages from filing claim, till the credit note is issued to NPL.

The contractor shall ensure that, all activities are to be completed as per the terms and conditions of FSA/ CIMFR tripartite agreement and in complete compliance to the prevailing norms and policy of SECL/CIMFR. Contractor shall bear the implications of any potential / disastrous action by SECL/CIMFR due to causes attributable to contractor, this will be viewed very seriously and may affect the contractor's performance adversely.

f. Claim and reconciliation Activities:

- Contractor shall assist NPL for carrying out periodical joint reconciliations of coal bills received for the advance paid with SECL in timely manner. Contractor to assist NPL in getting credit from SECL for actual declared grade by CIMFR if the same is lower than the declared grade.
- Contractor shall also assist NPL for getting credit from SECL in case the monthly weighted average surface moisture of coal exceeds the thresholds mentioned in FSA. Contractor shall assist NPL in co-ordinating with Railways for carrying out reconciliation of actual freight debited for each rake.

- Contractor shall coordinate with Railways for any claim regarding sick wagon or missing wagon. If the same is not claimed within three months of the receipt of the respective rake, the cost of coal inclusive of railway freight will be recovered from the bills.
- In case of any dispute with SECL/SECR/CIL subsidiary regarding payment, claim, commercial issues etc., Contractor shall assist NPL in taking up and resolving this matter with concerned department.
- Contractor shall assist NPL in logging the claim of sick wagon so as to ensure timely receipt of the consignment.

g. With regard to SECL billing:

- Contractor will ensure that copy of tipper wise invoice of coal lifted from various collieries against the release orders is available within 1 week of lifting. Also, Contractor would collect from SECL the soft copy excel compilation of summary of the same for daily lifting. In case SECL does not provide the same, Contractor will prepare this summary and provide to NPL.
- The summary excel sheet will be reconciled with coal bills on a weekly basis prior to sending over to NPL. Also, coal bills are to be provided periodically to NPL at its Bilaspur office.
- In case of any mismatch between copy of invoices and summary collected from SECL same will be taken up immediately with SECL by NPL and Contractor. Both will ensure speedy rectification so that filing of tax returns/compliance to any statutory requirement is ensured.
- In general, all documentations related to lifting, washing, loading, transporting and associated activities in the scope will be primarily carried out by the Contractor. NPL will support as appropriate.

h. Other responsibilities:

- It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.
- In order to have up-to-date information about lifting, loading, despatch, movement of coal rake and expected placement at designated delivery point, contractor shall provide update to NPL, Bilaspur office and Rajpura office:
 - a) Rakes indented and Pending indents weekly basis.
 - b) Quantity of coal lifted on daily basis and ROM coal balance on month basis.
 - c) Rakes Loaded and details of RRs on each rake basis.
 - d) Quality of washed coal rakes (GCV, TM &ASH) shall be communicated to NPL within 72 hours of loading of the rakes and entire proximate report within 7 days from the date of RR as per predefined format.
 - e) Rakes in Pipelines on daily basis.
 - f) Expected receipt of Rake at delivery point on weekly basis.

i. Disposal of Rejects:

- The rejects generated in beneficiation process, shall be disposed-off in accordance with the compliance to prevailing government policy and its rebate shall be given to NPL.
- Contractor shall indemnify NPL against risks and liabilities associated with disposal of rejects and shall complete all compliance to any policy and its amendments which gets notified from time to time and keep NPL informed on the same and submit the monthly compliance report.
- The details as per the following format shall be submitted by contractor along with monthly bills.

Month	Quantity (MT)	Ash% (ARB)	GCB (ARB)
ROM coal beneficiated			
Washed coal produced			
Rejects generated			

- Contractor shall also confirm on monthly basis that the GCV of rejects so generated are well below the lowest grade of coal so that it qualifies under the applicable policy to be termed as washery rejects.
- NPL on a monthly audit process may verify the compliance, however this will not absolve the contractor from its prime responsibility of such compliance.
- The process rejects called as “washery rejects” shall be retained by the contractor and value of the same shall be compensated to the Owner (NPL) by the contractor at the rate quoted by contractor. The Owner (NPL) shall issue invoice/ debit note(as per prevailing statutory requirements) to the Contractor for the washery rejects.

Note: NPL would explore possibility of raising invoice for sale of rejects however till the time the modalities required to enable NPL to start raising invoice is established including but not limited to having a place of business in Chattisgarh state (may be Bilaspur) , bidder will have to pass on rebate in rejects. Hence bidders are required to quote in both price bids, one with price for sale of rejects and another with rebate for rejects.

j. Key performance parameters:

- Lowest Landed price per GCV (Rs/ Mcal).
- Flexibility in despatch of sufficient number of rakes as per NPL’s schedule.
- Meeting quality requirements on a consistent basis. Control variation in coal quality i.e. GCV and Ash amongst the rakes delivered at NPL in any month. Endeavour to maintain GCV in upper range.
- Assisting NPL in resolution of various issues/claims with concerned government and private authorities.

Note: Any other activity not envisaged or which comes up during the tenure of the contract which is required to be discharged in fulfilment of obligation as above is deemed to be included in the scope of the contractor unless the same has substantial/material cost implication. In case of any

new activity having material cost implication, NPL and contractor will discuss and settle in good faith.

E-Auction Coal /" As is where is basis Coal" (Road Mode):

The Contractor on mutual acceptance basis will handle, beneficiate and carryout logistics activity of E-Auction coal/As is where is basis coal on behalf of NPL. All the parameters such as beneficiation charges, transportation cost, yield etc. will be decided mutually depending upon the Industry norms and based on the source (mine) and quality of coal. Supplementary PO for such activity may be released on the Contractor.

VOLUME IV 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: 214

Dear Sir,

Sub: Bid for ROM Coal Beneficiation and associated logistics for 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 and one (1) CD with scanned copies of documents in Cover "C" , 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. The copy of revised Bid Document duly signed on each page is enclosed herewith.
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 we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Clause 2.0 Vol. III 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 road transportation from the railway sidings to the power plant as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL's decision or its right to make such decision at any time in the future.
7. 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 Nabha Power Limited 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 shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL. Any extension will be as per mutual agreement.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents.
10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
11. We confirm that our rates are firm for supply of the quantum of coal indicated.
12. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.
13. 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.
14. Monthly quantity offered:MT of ROM coal to be washed. (Minimum capacity to be offered is 80,000 MT per month).
15. Details of the Washery to be used: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).

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 **ROM Coal Beneficiation and Associated Logistics for 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 shall and shall always be deemed to have been done by us.

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 of extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

ANNEXURE III: FORMAT FOR CERT. FROM SATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS

(On Letter Head of Statutory Auditors)

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: 214

Dear Sir,

Sub: Bid for ROM Coal Beneficiation and associated Logistics for Nabha Power Limited.

A. Installed Capacity

We certify that M/s. (Insert name of evaluated entity) have technical qualifications as per tables mentioned below.

Table-A

Parameters	Qualification	Supporting documents enclosed
Bidders own Beneficiation Plant	Name of Beneficiation Plant : Spare Capacity :..... tons per month	1) 2)
Beneficiation of coal in any of the last three Financial years tons in FY	1) 2)

Yours faithfully,

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 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

Date:

Note:

1. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
2. In case of Manager, the Company shall confirm through a duly certified copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.
3. As appropriate, these claims shall be supported by certificates from Clients/Authorities.

Enclosures:

1)

2)

3)

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: 214

Dear Sir,

Sub: Bid for ROM Coal Beneficiation and Managing Associated Logistics for Nabha Power Limited.

We certify that the Financially evaluated entity had average annual Turnover of Rs. Crore & average annual Net worth Rs.....Crores computed as per instructions in the Bid Document based on unconsolidated audited annual accounts of the last three (3) financial years immediately preceding the last date of submission of Bid.

Name of Financially Evaluated Entity	Financial Year	Turnover (Rs. Crore)	Net Worth (Rs. Crore)
	2015-16		
	2014-15		
	2013-14		
Annual Average			

Yours faithfully

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

Name:
Date:
Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:
Date:
Place:

Please also affix common seal of Bidding Company

Date:

Note:

1. Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor**.
2. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
3. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
4. The Company Secretary also needs to certify that the Company does not have a Managing Director.

C. Format for compilation of work orders executed

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: 214

Dear Sir,

Sub: Compilation of work order executed related to ROM coal Beneficiation and Managing Associated Logistics

Name of the customer	Quantity Beneficiated	Period of execution	Cumulative quantity

Cumulative quantity must exceed the requirement as per the beneficiation experience.

Yours faithfully,

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

Name:

Date:

Place:

Please affix seal of Bidding Company

Date:

Note:

1. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
2. In case of Manager, the Company shall confirm through a duly certified copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
3. The Company Secretary also certifies that the Company does not have a Managing Director.

Enclosures:

1)

2)

ANNEXURE IV-A : PRICE BID FORMAT WITH REBATE FOR REJECTS PRICING MODEL

Basis for Price Bid: Beneficiation and managing associated logistics for ROM coal from SECL Korba mines as per the parameters required as specified in clause No. 1 Vol.-III. The actual payment would be subject to various conditions and adjustments as defined in the Bid Document.

ROM Coal beneficiation & Handling associated Logistics

Related Party (if any):.....

Bidding Company & address :.....

Washery Name & Address :.....

SL NO	PARTICULARS	UNIT OF MEASUREMENT	BASE PRICE (₹)	GST RATE (%)	TOTAL PRICE WITH GST (₹)
1	ROM coal Ex-colliery price for NPL	Per MT of ROM Coal	-	-	1559.02
2	Beneficiation charges including all incidental charges such as unloading at washery, loading into rake .	Per MT of ROM Coal			
3	Transportation charges from mine to washery	Per MT of ROM Coal			
	<i>Indicative distance</i>	<i>Km</i>			
4	Transportation charges from washery to loading Railway siding.	Per MT of Washed Coal			
	<i>Indicative distance</i>	<i>Km</i>			
5	<i>Rebate for Rejects</i>	Per MT of ROM Coal			
6	<i>Loading Railway siding (with alpha code)</i>	-			
	<i>Railway freight distance slab from the above loading siding to NPL plant siding (NPSB)</i>	-			
	Nominal Railway Freight for the above distance slab as per Railway Notified Freight Chart, inclusive of Busy Season & Development Surcharge as applicable	Per MT of Washed Coal			
7	Quoted landed price per MT of washed coal at normative yield of 80%.=[{(1+2+3-5)/80%}+4+6]	Per MT of Washed Coal			
8	Quoted landed price of washed coal per unit of energy (Rs/Mcal) at base GCV of 4300 for G11 in non-monsoon season = (7/4300)	Rs per Mcal			

Note:

- i. The Bids will be evaluated on the landed price of clean coal per unit energy (Rs/ Mcal) at the NPL power plant after including ROM coal price for G-11 grade and Railway Freight charges for the quoted freight slab. Distance from loading siding to destination siding shall be considered as per Rational Route.
- ii. Price quoted by the Bidder for aforesaid scope shall be valid for acceptance validity table in clause 9 of Vol.-I of the bid document
- iii. All taxes and levies except service tax are deemed to be included in the base price. Any change in service tax or introduction of new tax/ levy including due to roll out of GST will be eligible for reimbursement. Similarly benefit of withdrawal/ reduction of any tax/ levy shall be passed on to NPL. Any tax or levy

applicable on the date of submission of bid that is inadvertently omitted by the bidder will not be considered for reimbursement.

- iv. Railway Freight and any revision there to between identified loading and unloading sidings shall be borne by NPL.
- v. Service Tax and any revision there to, shall be borne by NPL.

ANNEXURE IV-B : PRICE BID FORMAT WITH SALE OF REJECTS PRICING MODEL

Basis for Price Bid: Beneficiation and managing associated logistics for ROM coal from SECL Korba mines as per the parameters required as specified in clause No. 1 Vol.-III. The actual payment would be subject to various conditions and adjustments as defined in the Bid Document.

ROM Coal beneficiation & Handling associated Logistics

Related Party (if any):.....

Bidding Company & address :.....

Washery Name & Address :.....

SL NO	PARTICULARS	UNIT OF MEASUREMENT	BASE PRICE (₹)	GST RATE (%)	ANY OTHER TAX / CESS AS APPLICABLE (% or Rs/MT)	TOTAL PRICE WITH GST (₹)
1	ROM coal Ex-colliery price for NPL	Per MT of ROM Coal	-	-		1559.02
2	Beneficiation charges including all incidental charges such as unloading at washery, loading into rake .	Per MT of ROM Coal				
3	Transportation charges from mine to washery <i>Indicative distance</i>	Per MT of ROM Coal <i>Km</i>				
4	Transportation charges from washery to loading Railway siding. <i>Indicative distance</i>	Per MT of Washed Coal <i>Km</i>				
5	<i>Price for sale of reject by NPL</i>	Per MT of ROM Coal				
6	<i>Loading Railway siding (with alpha code)</i>	-				
	<i>Railway freight distance slab from the above loading siding to NPL plant siding (NPSB)</i>	-				
	Nominal Railway Freight for the above distance slab as per Railway Notified Freight Chart, inclusive of Busy Season & Development Surcharge as applicable	Per MT of Washed Coal				
7	Quoted landed price per MT of washed coal at normative yield of 80%.=[{(1+2+3-5)/80%}+4+6]	Per MT of Washed Coal				
8	Quoted landed price of washed coal per unit of energy (Rs/Mcal) at base GCV of 4300 for G11 in non-monsoon season = (7/4300)	Rs per Mcal				

Note:

- vi. The Bids will be evaluated on the landed price of clean coal per unit energy (Rs/ Mcal) at the NPL power plant after including ROM coal price for G-11 grade and Railway Freight charges for the quoted freight slab. Distance from loading siding to destination siding shall be considered as per Rational Route.
- vii. Price quoted by the Bidder for aforesaid scope shall be valid for acceptance validity table in clause 9 of Vol.-I of the bid document

- viii. All taxes and levies except service tax are deemed to be included in the base price. Any change in service tax or introduction of new tax/ levy including due to roll out of GST will be eligible for reimbursement. Similarly benefit of withdrawal/ reduction of any tax/ levy shall be passed on to NPL. Any tax or levy applicable on the date of submission of bid that is inadvertently omitted by the bidder will not be considered for reimbursement.

- ix. Railway Freight and any revision there to between identified loading and unloading sidings shall be borne by NPL.

- x. Service Tax and any revision there to, shall be borne by NPL.

ANNEXURE V: PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(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 shall 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 Contractor) having its registered office atand principal place of business at [hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **ROM Coal beneficiation & Handling associated Logistics for 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 ₹ _____ Crore/- (Indian Rupees _____ Crores Only)(as per Cl.xxx of PO No. xxxxxxxxxxxx , insert as applicable), valid for 180 days beyond the last date of contract period i.e. XX-XX-XXXX and essentially required to be valid up to XX-XX-XXXX 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, Rajpura (hereinafter referred to as the "Bank" which expression shall, 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 Contractor to the extent of ₹ ___ Crore/- (Indian Rupees _____ Crores Only)(as per Cl. xxx of PO no. xxxxxx, 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 Contractor.

Any such demand made by NPL on the Bank shall be conclusive and binding notwithstanding any difference between NPL and the Contractor 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 shall continue to remain enforceable till NPL discharges this guarantee.

NPL shall 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 Contractor. NPL shall 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 Contractor, 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 Contractor or any other course or remedy or security available to NPL. The Bank shall 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 shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor and notwithstanding any security or other guarantee that NPL may have in relation to Contractor's liabilities.

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of ₹ _____ Crore/- (Indian Rupees _____ Crores Only)(as per Cl.xxxx of PO No. xxxxxxxxxxxxxxxx, 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 Contractor or the said Bank shall not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to ₹ _____ Crore/- (Indian Rupees _____ Crores Only)(as per Cl.xxxxx of PO xxxxxxxxxxxxxxxx, insert as applicable) and shall remain in force up to and including (the date) and shall be extended from time to time for the period, as may be desired by M/s (the Contractor) on whose behalf this guarantee has been given.

This Bank Guarantee shall 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 shall 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.

ANNEXURE VI: PROFORMA FOR EMD BANK GUARANTEE

(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 **ROM Coal beneficiation & Handling associated Logistics for Nabha Power Limited.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of ₹ One Crore Only valid up as per validity table in clause 9 of Vol.-I of bid document, required to be submitted by the Bidder as per the Bid Document for participation in the said bidding whose amount 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 ₹ One Crore Only without any reservation, protest, demand and recourse. Any such demand made by NABHA POWER LIMITED shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

The guarantee shall be irrevocable and shall remain valid as per validity table in clause 9 of Vol.-I of bid document. If any further extension of this guarantee is required, the same shall 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 shall 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 shall be operative in our Rajpura/Chandigarh branch.

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Office Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date: _____

Note:

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

Name of the Vendor			
Introduced By			
Registered Office Address			
PIN Code No.			
Address for Communication			
PIN Code No.			
Contact Persons			
Phone No: Office			
Mobile			
Fax			
E-mail address			
Type of Company		<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)
Category		<input type="checkbox"/> Contractor	<input type="checkbox"/> Professional Services
(Please select category for Income Tax Purpose)		<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage
		<input type="checkbox"/> Dealer	<input type="checkbox"/> Others (Specify)

Date of Commencement of Business			
Annual Sales Turnover for last 3 years		Year	
		Rs (in L)	
Details of Directors/Partners/Proprietors			
Name of Associate/Subsidiary Units			
Services rendered/goods provided			
Details of business with L&T group co's		Year	Co's Name
			Items Supplied
List of Reputed co's, Govt. Dept. With whom registered as suppliers			

List of references, if any	

Details of relatives working in L&T group companies (if any)	
---	--

Central Sales Tax Registration No & Date	
VAT Registration No & Date	
MSME Registration No. & Date	
Service Tax Registration No & Date	
SSI Registration No & Date	
SSI Registration Validity	
Excise Registration No & Date	
PAN No	
PF Registration No	
ESIC Registration No	
Factory Licence No	

Bank Account Details:	
Bank Name	
Branch	
Account Number	
MICR No	
IFSC Code of Bank	

Any other information:

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.

Quality, Environment, Health and safety Compliance		
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/ PROPRIETOR
 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.

Rubber stamp of the Vendor		
	Name & Designation of Authorised Signatory	Signature and Date

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

The Vendor is Approved based on:

Requested by	Approved by	Payment Terms
(Name and Signature)	(Name and Signature)	
Date	Date	

To be filled up by Finance & Accounts

Vendor Code	
Date	

ANNEXURE VIII: LIST OF ACCEPTABLE BANKS

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

Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd.	Yes Bank Ltd.	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd.	Axis Bank Limited	Indusland Bank Ltd.

Annexure IX: FORMAT FOR SELF DECLARATION ON BENEFICIATION PLANT TECHNOLOGY

(On the Letter Head of the Bidding Company)

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: Declaration of Beneficiation Plant Technology.

We do hereby declare that the following is the technical detail of our beneficiation plant which is proposed to undertake ROM coal washing and associated logistics for Nabha Power Limited:

- 1 Name of the Beneficiation Plant:
- 2 Address of the Beneficiation Plant:
- 3 Name of the bidder:
- 4 Related party with bidder:
- 5 Beneficiation plant Technology:
- 6 Beneficiation plant major equipment with make:
- 7 Beneficiation plant process efficiency/ process capability: (% of Ash Reduction for typical ROM coal characteristics as per prevailing coal quality at SECL Korba coal fields) :
- 8 Date of commissioning:

Thanking you,
Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company)

Name:
Date:
Place:

Annexure X: FORMAT FOR DECLARATION ON BENEFICIATION CAPACITY AND DISPATCH CAPACITY

(On the Letter Head of the Bidding Company)

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

Sub: Declaration of Beneficiation and dispatch capacity.

Dear Sir,

We certify that M/s. (Insert name of evaluated entity (ies)) have Coal Washeries of(Insert Capacity(ies) of the coal washery). The project(s) considered for the purpose of declaration of capacity for Nabha Power Ltd. as per the instructions provided in the Bid Document have been indicated in the table below:

SL NO	Name of The Entity/Plant	Address of the entity/Plant	Capacity of the entity/Plant (Tonnage)	Reserved Capacity for NPL (Tonnage)	Committed to other customers (Tonnage)	Date of commissioning / commercial operation.
	Plant-1					

We certify that M/s. (Insert name of evaluated entity (ies)) have confirmed arrangement for utilizing the railway siding at (insert the address of Railway Siding). The details of Railway Siding considered for the purpose of declaration of dispatch capacity for Nabha Power Ltd. as per the instructions provided in the Bid Document have been indicated in the table below:

SL NO	Name of the Entity/Plant for which siding is being utilised	Name of the Siding along with Alpha code	Dispatch Capacity per month basis (No. of Rakes)	Committed to other customers (No. of Rakes)	Type of loading mechanism used	Date of commissioning / commercial operation
	Plant-1					

Note: The Bidder shall submit the appropriate documents as supporting evidence.

We confirm that we will reserve for NPL the capacity committed as above throughout the tenure of the contract and will not allot the same to any other party without prior written consent of NPL. We also acknowledge that any lapse on this account will be treated as material default and NPL will be at liberty to take action as appropriate including that of blacklisting.

Thanking you,

Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company)

Name:

Date:

Place:

Annexure XI: FORMAT FOR DECLARATION OF DISPATCH EXPERIENCE

(On the Letter Head of the Bidding Company)

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

Sub: Declaration of dispatch experience.

Dear Sir,

We certify that M/s. (Insert name of evaluated entity (ies)) have confirmed arrangement for utilizing the railway siding at (insert the address of Railway Siding). The capacity of this project(s) has been utilized to supply existing customers and the experience is detailed as under:

SL NO	Details of the Railway Siding	Alpha Code	Dispatch Experience		
			Month	No. Of Rakes	Customers (along with list of RRs)

Note: The Bidder shall submit the documents as supporting evidence

Thanking you,
Yours faithfully

(Signature and stamp of any authorized signatory (supported by a specific Board Resolution)/Manager of Bidding Company)

Name:
Date:
Place:

Annexure XII: CHECK LIST FOR APPROVAL OF WASHERIES

(On the Letter Head of the Bidding Company)

Ref: SECL/BSP/S7M/679 dtd 24th June 2015

Washery:

Sl. No.	Documents	(Y/N)	Remarks
1	Washing Technology		
2	Land details		
3	Whether outside leasehold area of SECL and lying on non-coal bearing area		
4	Project Report/ flow sheets		
5	Permission for power supply		
6	Permission/ NOC for water supply		
7	Valid factory license		
8	Valid EC/ CTO		
9	Commissioning certificate		
10	Capacity Assessment Certificate		
11	Declaration by the Washery		
12	Back to Back indemnity (As per format of Annx. XIII)		
13	Physical assessment		
14	Copy of environment management plan submitted to MOEF/State Pollution board		

Annexure XIII: BACK TO BACK INDEMNITY FORMAT

AFFIDAVIT CUM INDEMNITY BOND BY WASHERY CONTRACTOR
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 300/-)

I, S/o Shri aged years of (Address), (Designation), Authorized Signatory of (Name of the Washery Contractor.), do hereby solemnly swear and affirm as follows:

1. That, I am the Authorized Signatory on behalf of (.....) and presently our unit at (Complete address of the Washery plant) has a contract with Nabha Power Limited (hereinafter referred to as "NPL") for
2. That the Washery has sufficient capacity vis-a-vis Npl's existing commitments to wash/beneficiate the above-mentioned quantity of coal on behalf of NPL.
3. That we wish to draw coal by Road from the collieries of M/s South Eastern Coalfields Limited to the Washery- and from the Washery to NPL's plant located at (Complete address of the plant as per FSA) by Road/Rail (as applicable) mode.
4. That the responsibility of compliance with relevant laws in respect of disposal of rejects or/and end use of by-products arising out of the process of washing / beneficiation of coal will solely rest with (Name of 'the Washery Contractor) and the Washery Contractor hereby agrees to hold harmless NPL against any claims, losses, damages of whatsoever nature arising out of non-compliance related to the same.
5. That washed beneficiated coal through the above mentioned Washery shall confirm to the parameters of MOEF guidelines vide Gazette Notification No. G.S.R. 02 (E) dated 02.01.2014.
6. That in furtherance to the fulfillment of the aforesaid condition in clause 5 above, it is stated that our unit has fully utilized the Coal supplied from M/s South Eastern Coalfields Limited for end-use at the power plant i.e. "Nabha Power Limited" as specified in the Washery Contract and has not diverted, sold or traded the coal received under the Washery Contract.
7. That the Washery conforms to all the specifications/norms applicable for a washery. That Washery has all the required clearances, permissions and No Objection certificates, as are required under the prevailing laws of Central/State authorities in this regard including valid 'consent to operate' from State Pollution Control Board- (Letter of Certification w.r.t. the above, duly notarized, from Washery is attached as Annex-1).
8. That, in case of any change in the information furnished hereinabove, the same shall be intimated in writing to NPL, immediately.
9. The Washery is lying outside leasehold area of SECL and on non-coal bearing area.
10. That we M/s (Name of Washery Contractor) bind ourselves and undertake to indemnify Nabha Power Limited against all proceedings, claims, expenses, losses, liabilities of whatsoever nature, which may be made against or incurred by M/s Nabha Power Limited, by reasons of violation of point no. 1 to 10 herein above.

DEPONENT VERIFICATION

I, (Name), the above named deponent, do hereby verify and declare that the contents mentioned in para 1 to 10, herein above are true and correct to the best of my knowledge and belief.

Signed and verified on this day of201... at

DEPONENT

Note:

This Affidavit cum Indemnity Bond has to be sworn by:

1. Washery Contractor Signatory; or
- 2.
- a. In case of a company, authorized signatory duly approved by the Board of Directors vide a Board Resolution certified by any of the Director/CS and duly notarized,
- b. *In case* of partnership firm - any partner so authorized by other partners, through a duly notarized power of attorney.
- c. In case of proprietorship firm. - by the proprietor himself, with a declaration about the legal status of the firm in the form of an affidavit executed on a non-judicial stamp of Rs 300/-

ANNEXURE XIV: DECLARATION LETTER FOR RELATED PARTY

(On the Letter Head of the related company)

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

Sub: Related parties participating in the bid process.

Dear Sir,

We wish to inform you that following parties that are participating in the bid process are related. Details are as under: -

Name of the parties	Ownership/Control details	Remarks

We confirm that beyond the parties as above, we have no controlling relationship with any other party participating in the bid process.

Thanking you,
Yours faithfully

For

(Manager of Constituent Company/Company Secretary of the Constituent entity/ Authorized Signatory of each related bidder)

Name:

Date:

Place:

Note: Separate declaration to be given by each Constituent entity of the Bidding Group.

**ANNEXURE XIV: 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 XV UNDERTAKING FORMAT

(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

ANNEXURE XVI BENEFICIATION AND ASSOCIATED LOGISTICS PERFORMANCE CERTIFICATE
FORMAT

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

Sub: Beneficiation and associated logistics Performance certificate

This is to certify that (name of the bidder) having registered office at (address of the bidder), having washery plant at (address of washery plant) has carried out the work of ROM Coal beneficiation, liaising and associated logistics through its washery using (name of technology) technologies for washing of our ROM coal allocated by SECL from (name of the mine) Coal Mine and delivered up to (name of the power plant), against purchase order (number of purchase/service order) dated _____. The details are as follows:

Sl. No	ROM Coal allocated	During the period	Washed Coal delivered	During the period

Performance of the work executed by the Washery Operator has been satisfactory.

This certificate is issued at the request (name of the bidder) for the purpose of participating in tender process of M/s Nabha Power Ltd, Near Village Nalash, Rajpura-140401, Punjab

Thanking You,
Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

ANNEXURE XVII FORAT FOR DECLARATION FOR NO CONFLICT OF INTEREST

To,

Mr. Devendra N. Arolkar

GM & Head – Fuel Sourcing,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

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

Sub: Declaration of no conflict of interest with other bidding parties

We, (name of the bidder) having registered office at (address of the bidder), having washery plant at (address of washery plant) do hereby undertake that bid submitted by us does not in any way has any relation with or affecting the interest or influence on the bid submitted by any other party/ prospective bidder for this tender process (tender reference no.)

In event, it is discovered during the tender process at any stage including post bidding stage that the above declaration is false, we confirm that NPL has the right to disqualify us and forfeit the EMD which will be acceptable to us unconditionally without any protest what so ever.

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Designation :

Date:

Place:

ANNEXURE XVIII: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“Annexure” shall mean any of the annexures, supplements or documents, appended to this document which form an integral part hereof.

“Applicable Laws” shall mean all laws, including all acts, rules, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to the Project, the Parties and the exercise performance and discharge of the respective rights and obligations of the Parties under the Contract as may be enforced and are in effect during the Period of the Contract.

“Applicable Permits” shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Parties under the Contract.

“Authorized Signatory” shall 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.

“Base / Guaranteed Parameter” shall refer to the values of parameters as mentioned in clause 1 of Vol.-III.

“Beneficiation/ Washing” shall mean improvement created by scientific treatment (through wet processes) on coal without impairment of its physical identity for the desired end use.

“Beneficiation plant/ Coal Washery/ Washing plant/Preparation Plant/ Washery/ Plant” shall mean the processing facility where improvement is created by scientific treatment (through wet processes) on coal without impairment of its physical identity for the desired end use.

“Bidder/Bidding Company” shall mean a company duly incorporated under the relevant laws of India and making the Bid.

“Related Party” shall mean group of bidders having common control/ ownership reflected through at least 50% of common directors and/or stake holding. NPL will assess the same based on the representations made by the bidders. Any misrepresentation on account of this will be considered as major breach.

“Bid Document” shall 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” shall mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by Nabha Power Limited.

“Coal” shall mean ROM Coal loaded at the colliery end or ROM Coal/ Beneficiated Coal/washed coal supplied to the Power Plant as required by the context.

“Contractor(s)/Supplier(s)” shall mean the Successful Bidder(s) with whom Contract has been entered into by Nabha Power Limited and shall 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 2.0 Vol III, Scope of Work.

“Day” shall mean a period of 24 hours from midnight to midnight.

“Government Authority/Statutory Authority” shall mean the Government of India (GoI), the Government of Punjab (GoP), the Government of Chhattisgarh (GoC), any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI, GoP or GoC exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the Contractor, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Contract.

“Letter of Intent (LoI)” of the Bid shall mean the official communication issued by Nabha Power Limited notifying the Successful Bidder about acceptance of its Bid.

“Logistics” shall mean the process of lifting coal from mines, bulk transportation and shall include loading and unloading at various points as may be necessary to effect the transportation as defined in Clause 2.0 Vol.-III, Scope of Work. It shall also imply necessary arrangements with

transporters including railways, knowhow about processes, liaising with various interfaces involved, minimizing losses, demurrages and including related documentation and arranging access to Railway siding etc.

“Month” shall mean a calendar month according to the Gregorian calendar.

“Party” shall mean either NPL or the Contractor.

“Parties” shall mean NPL and the Contractor collectively.

“Power Plant/NPL Power Plant/ Rajpura Power Plant/Plant” shall mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura, in the state of Punjab.

“Price Bid” shall mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure IV of the Bid Document.

“Prudent Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor or operator of international repute engaged in management, operation and execution of similar size and type of Contract.

“Qualified Bidders” shall mean the Bidders short-listed based on the qualification requirements specified as per Clause 6.0 of Vol.-I in the Bid Document for further evaluation as per the Bid Document.

“ROM Coal” shall mean Run-of-Mine coal supplied by South Eastern Coalfields Limited (SECL), from any of its mines. This also includes Coal obtained from other sources (like E-auction by SECL) for use by NPL.

“Scope of Work” shall mean entire scope related to issue of all relevant documents, liaising and coordinating, lifting, transporting, washing/processing and delivery of coal to the Power Plant as defined more clearly in Clause 2.0 Vol-III including associated and incidental activities.

“Successful Bidder” shall mean the eligible Bidder invited by Nabha Power Limited for entering into Contract for performing activities as per in Clause 2.0 Vol-III, Scope of Work.

“Subcontractor(s)” shall mean an agency appointed by successful bidder to render obligations / part of work scope under the contract which may include the agency appointed for witness of weighment and sampling and analysis at NPL facilities. . In this context appointment of subcontractor for any other purpose other than those mentioned in this definition would require prior approval of NPL Head Fuel Sourcing.

“Washed Coal/Clean Coal/Beneficiated Coal” shall mean the final product of Washery which satisfies the quality parameters laid down in the Bid Document and also in confirmation to the directives of MoEF from time to time.

“Written Notice & serving thereof” shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail 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.

Notes:

- ii) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "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 the Executive-in-Charge/ Manager-in-Charge/NPL.
- iii) 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.
- iv) Terms and expressions not defined herein shall 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.
- v) The references to any agreement or deed or other instrument shall 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.

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

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

The Contractor shall not sublet primary activity of coal beneficiation. Activities like surface transportation, supervision work, carryout and witness sampling and analysis etc. may be subcontracted under intimation to NPL.

4. INDEMNIFICATION

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 its prime responsibility of such compliance.

5. CONFIDENTIALITY

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

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 Washery 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;

7. EVENT OF DEFAULTS

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 shall be construed as Events of Default on the part of the Contractor:

- i. The Contractor is in material breach of any of the terms of this Contract;
- ii. The Contractor is adjudged bankrupt or insolvent;
- iii. Non-compliance to any relevant major requirement of SECL/CIMFR/CIL/Govt. bodies.
- iv. Mixing of dolochar or any other ingredients in washed coal that are detrimental to NPL power plant operation / equipment.
- v. Diversion of linkage ROM coal lifted on behalf of NPL
- vi. Repeated lapsing of ROM coal quantity against DOs issued.
- vii. The Contractor has indulged in any adulteration/pilferage/malpractice during Washing/handling of ROM Coal/Washed Coal/ Rejects/fines.

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

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, beneficiating, transporting the coal from mines to washery and washery 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, 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

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. 12.1.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) as well as practical aspects/ good practices.

10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES

10.1. Insurance:

Insurance of coal stock at washery:

Contractor to ensure insurance of coal stock on account NPL lying at washery 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:
 - b. New India Assurance Co. Ltd.
 - c. United India Insurance Co. Ltd.
 - d. Oriental Insurance Co. Ltd.
 - e. Bajaj Allianz Insurance Co. Ltd.
 - f. 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 relive 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

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:

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

- a) Default as per Tender/PO terms (events of defaults)
- b) Influencing in the process of weighing or sampling, sample preparation or analysis of coal at NPL and any person in NPL/ associated agency with intent as established by Tender committee of NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) 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 screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award of PO without justifiable basis as determined by NPL Tender committee
- h) Any attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Supply of coal which is substandard, or way beyond acceptable standards as per the bid requirement.
- k) Wilful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- l) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, supplier may be cautioned based on initial transgressions.
- m) 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.

n) 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 XIX: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY

Intimation to NPL - Fuel Sourcing through Email/letter		Date of intimating Disagreement	
Sampling date and time		Name of contractor's representative who witnessed the sampling process	
Preparation date and time		Name of contractor's representative who witnessed the sampling process	
Analysis date and time		Name of contractor's representative who witnessed the analysis process	
Disagreement with regard to (sampling / preparation / test results)		Name of contractor's representative who witnessed & signed the referee sample sealing	
DISAGREEMENT OF NPL LAB RESULTS			
RR no./ Rake no.	Washery	NPL Test Certificate Reference No.	
NPL Findings (ARB)			
Parameter disagreed	ASH%	GCV(Kcals/Kg)	
NPL Findings (ARB)			
Party's assessment (ARB)			
Reason for Disagreement	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
Suggested Action			Please retain Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
Intimation By			
Contractor's Sign			
Contractor's Seal			