



***Nabha Power Limited***

Regd. Office: P O Box 28, Near Village Nalash, Rajpura-140401, Punjab, India

**Document No: NPL/Road Mode/2018-19/029**

*Rev No 1. Dated 10-Nov-2018*



**BID DOCUMENT  
FOR  
TRANSPORTATION OF ROM COAL FROM MINE TO NPL PLANT THROUGH  
ROAD CUM RAIL (RCR) MODE  
FOR**

**NABHA POWER LIMITED  
From BCCL, CCL, MCL and NCL Command Areas**

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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, routes 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.lntnabhapower.com](http://www.lntnabhapower.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 to implement the clarification/ suggestions received within the 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 are significantly higher than comparable industry benchmarks. NPL's decision in this regard shall be final and binding on all the bidders.

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 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 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 Coal Companies from time to time. NPL reserves the right to vary the quantity of ROM coal 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 CIL/its subsidiaries related to release and handling of coal during the tenure of the contract including safe custody and prevention of misuse of coal.
17. **Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.**
18. **In-case of any evidence of cartelization which may be evident by prices being close to one another, behaviour during the process of bidding etc., NPL Tender committee may decide to summarily reject the bid of such bidders. The decision of NPL Tender Committee will be final & binding in this respect and no protest/objection will be entertained. Such bidders may also be blacklisted for future participation in NPL Tenders.**
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 is 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 of NPL. While all the likely scenarios have been anticipated and provided for in the tender document, in case of any un-anticipated scenario, same will be dealt with prudent business practices and as per the requirement of NPL.
22. NPL reserves right to award contract(s) at any point of time within the period of validity of prices.
23. In case for any specific siding, CIL subsidiary/Railway will impose user charges/or any other similar charges, the same are to borne by the contractor and will be reimbursed at actuals along with monthly invoices.
24. NPL tender committee may examine past records of the bidders w.r.t. mixing of external materials / diversion of coal. As per assessment, NPL tender committee may disqualify bids of such bidders without assigning any proof or document in this regard.

25. The prices and terms of Tender ref. NPL/Road Mode/2018-19/029 as finalized will be applicable for allocation of coal once the same is operationalized. The tender will be treated as operationalized for allocation of coal from Nov'18 onwards.

In the instances where there has been extremely high moisture percentage content in coal, suppressing GCV-ARB, NPL at its option may consider evaluating GCV-ADB.

26. The transporter will endeavour to comply to the notices of CIL subsidiaries for providing employment and award of work to the special co-operative societies/organizations/MSME enterprises mentioned in the respective notices.

27. Contractor also to be aware of the NPL under recovery (UR) in Rs/Mcal while performing its obligations in the contract. In case the NPL UR for the coal supplied by the bidder exceeds beyond NPL expectations, as evaluated by NPL Tender committee, NPL may stop further allocations of coal to the bidder or NPL may close the contract by giving 15 days notice period.

**Note:**

1. In case of any inordinate delay in getting regular/Referee results from CIMFR in any coalfield, payment milestones may suitably be amended by NPL based on genuine grounds.
2. **Document number whenever referred, is the reference to latest document.**

28. **Timelines: The revised timelines are as follows:**

Date	Event
20-Oct-18	Publishing of NIT in newspapers and on NPL website
22-Oct-18	Date of availability of Bid document at NPL website
27-Oct-18	Last date for downloading of Bid Document from NPL Website and expressing interest as per the prescribed format
27-Oct-18	Last date for receipt of comments/suggestions (latest by 18:00 hrs)
09-Nov-18	Issue of final document/ changes
16-Nov-18	Bid Submission Due Date at 11:00 Hrs at e-portal
16-Nov-18	Opening of Technical Bids at 11:30 Hrs at e-portal
17-Nov-18	Opening of Price Bids at 10:00 Hrs at e-portal
17-Nov-18	Reverse bidding at 11.30 AM through e-portal
20-Nov-18	Selection of Successful Bidder and issue of Lol/ Awarding of Contract

**Note:**

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

## VOLUME I. INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION

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

Coal for this Japanese technology based super critical power plant is being primarily sourced through Linkage from SECL. FSA is executed for 5.55 MTPA of ROM coal. Bulk of the coal is being sourced through various washeries in state of Chhattisgarh. High grade ROM coal from KR-coalfields of SECL, BCCL and CCL is also being sourced. NPL has executed tripartite agreement with CIMFR for sampling and testing at the loading end in SECL, CCL & BCCL.

NPL is proposing to engage reputed and competent Transporters / Contractors for transporting ROM Coal from mine to plant including all incidental activities. Contractor shall assist NPL in resolution of various issues including taking lead as appropriate.

### 2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the bidder	Documents Required to be submitted
<b>Technical Qualification Requirements</b>	a) Experience in transportation of coal at CIL subsidiaries /Indian ports by the Bidder <b>And</b> b) Experience in co-ordination with Railways/CIL Subsidiaries <b>or</b> c) Experience in loading of coal/iron ore/bauxite in wagons.	a) 3 Lakh MT <b>And</b> b) 3 Lakh MT <b>or</b> c) 1 Lakh MT (Quantity per year executed during any one of the recent three Financial Years including FY 17-18).	1. Certificate issued by Statutory Auditors based on the POs/Work orders. 2. Self-certified copies of the POs/Work orders. 3. Summary of POs/WO's duly certified by Statutory Auditors. (party meeting requirement of a & b or a & c of this table will be considered qualified)
<b>Financial Qualification Requirements</b>	(d) Annual Turnover of Bidder in any one of the recent three Financial Years including FY 17-18).	Rs. Twenty (20) Crores	Turnover and Net worth duly certified by Statutory Auditors as per Annexure-III (B).
	(e) Net worth of Bidder in any one of the recent three Financial Years including FY 17-18).	Rs. Two (2) Crores	

#### Notes:

- Bidding through Consortium is not permitted.**
- In case of lack of competition (preferably three bids per siding), Qualification thresholds may be lowered by up to 50% to ensure wider participation. While NPL's preference is to have minimum three parties in the fray per siding/mine, NPL may proceed with fewer Parties.

3. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a declaration to this effect duly certified by its Statutory Auditors or a certificate to this effect from its Statutory Auditors.
4. NPL reserves the right to reject Bids of Bidders/disqualify Bidders who have record of poor quality/delivery for past supplies. This will be based on the assessment of Tech Sub Committee.
5. Coal transported and loaded into rakes as a part of washing contract would be eligible for consideration against required experience for technical qualification as above.
6. **A Bidder can bid for multiple mine-siding combinations, however, only one bid (price) for a single mine-siding combination can be submitted by a Bidder. Bidders along with its subsidiaries who has been qualified against recent bid no. NPL/Road mode/2018-19/027 will be considered as automatically qualified. However, they have to comply with requirement of Note-7 as under and Note to clause 3.1.1 of vol.1.**
7. Party have to submit declaration as per format of ANNEXURE XIII for the siding for which offer is being made. In case of new siding that is notified for loading of coal after 30-Oct-18 this requirement is not applicable.
8. Bidder can sub-contract the work to its current and future subsidiary after taking approval from NPL.

### 3. PREPARATION AND SUBMISSION OF BIDS

#### 3.1 PREPARATION OF BID: -

##### 3.1.1 The main bid proposal shall comprise of three stages – Stage-1, Stage-2 and Stage-3 as under:

S No	Stage	DOCUMENTS TO BE SUBMITTED
01	Stage-1	I. Confirmation email from NPL for receipt of EMD amount II. Duly filled and signed covering letter as per format (Annex I).
02	Stage-2	<p><b><u>For prequalified bidder:</u></b>            Prequalified bidders are required to submit following three documents:</p> <ol style="list-style-type: none"> <li>i. Latest version of endorsed Bid documents including all amendments/addendums by the bidder.</li> <li>ii. Power of Attorney in favour of Authorized Signatory. (Annex II)</li> <li>iii. Indicating Subsidiary participating for (Annex. XIII).</li> <li>iv. Declaration of loading siding (Annexure-XIV)</li> <li>v. Declaration of subsidiaries (Annexure-XVI)</li> </ol> <p><b><u>For new bidder:</u></b> New bidders are required to submit following documents:</p> <ol style="list-style-type: none"> <li>i. Latest version of endorsed Bid documents by the bidder.</li> <li>ii. <b>Certificates issued by Statutory Auditors are required against technical &amp; financial qualification requirement. (Annex III)</b></li> <li>iii. <b>declaration/certificate regarding non-audit of accounts of preceding year</b></li> <li>iv. The documents required to demonstrate Technical qualification (Annex III-A)</li> <li>v. Self attested copies of POs/Work Order in support of work experience.</li> <li>vi. Power of Attorney (POA) in favour of Authorized Signatory. (Annex II)</li> <li>vii. Indicating Subsidiary participating for (Annex. XIIIIV).</li> <li>viii. Memorandum of association (MoA), Article of Association (AoA).</li> <li>ix. Certificate of incorporation and Board Resolution.</li> <li>x. Declaration of loading siding (Annexure-XIV)</li> <li>xi. Declaration of subsidiaries (Annexure-XVI)</li> </ol>
03	Stage-3	<b>Submission of price bid as per Annexure-IV of the bid document. If any bidder is submitting the bid for more than one subsidiary, then separate price bids will be submitted by the bidders for each subsidiary.</b>

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



- 3.1.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected. Any bidder specifying conditions/suggestions that are in material contravention with the terms of may be debarred from participation in the future bid process as decided by NPL.
- 3.1.4 The Bidder shall quote prices/rates for complete Scope of Work at Clause. No. 2 Vol. III and other terms and conditions of the Bid Document, as per format of Annexure IV. The bid and supporting documents prepared by the bidder shall be in English language. Documents that are neither in English nor in Hindi shall be supported with notarized English translation. The prices shall be indicated in figures with landed price to be indicated in figures and words.
- 3.1.5 Documents shall be legible. Erasures and other changes shall be countersigned by the Authorized Signatory.
- 3.1.6 If any discrepancy between the price quoted for an item and total price, then price quoted for each item shall prevail. Total price shall be corrected accordingly and will consider for evaluation.

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

- 3.2.1 Bidders shall submit their Bids in electronic form at the link provided by NPL. The link will be separately provided to bidders who have submitted the preliminary interest of participation within the window as per the provisions of the bid document.

**Bidders shall despatch the original documents at the following address:**

**Mr. Devendra N. Arolkar**

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

- 3.2.2 The bids needs to be submitted on the e-platform at the link provided by NPL. Bids submitted by post/courier/in-person/telex/fax/e-mail shall not be considered for evaluation under any circumstances.
- 3.2.3 The bidders shall register themselves at the portal as per the requirements of the Service provider. All costs for registration including digital signatures will be borne by the bidders.
- 3.2.4 NPL shall not be responsible for any delay in receipt of the Bids in case of delay in registration at the e-portal or for any other reason whatsoever. 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. **Stage-1:** The documents mentioned in Stage-1 will be opened in the presence of NPL tender committee and PSPCL representatives (if deputed) as per the timelines specified. In case of non-submission of any requisite document on the e-portal, NPL may stop the responsive evaluation of the bidder.

- 4.2. Evaluation of the “Responsiveness” will be done as per the following chart:

SL NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Does the bidder has uploaded EMD received confirmation email from NPL and covering letter?				
2	Is the Covering letter as per specified format?				
3	Is the Bid unconditional/ non-suggestive?				

**4.3.** Bids which are not complete in all aspects as stipulated above and/or without receipt confirmation of 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. Stage-2:** Then Non-financial bids will be opened & checked for bidders who meet the responsiveness requirements.

In case of non-submission of any requisite document on the e-portal, NPL may stop the qualification evaluation of the bidder.

**4.5. Stage-3:** Then Price bids of the qualified bidders (who meet the qualification requirements) shall be opened in the presence of NPL tender committee and PSPCL representative (if available) in according with the timelines mentioned.

In case of non-submission of any requisite document on the e-portal, NPL may stop the price bid evaluation of the bidder.

After opening of the price bid, NPL will proceed for the reverse e-bidding. The details of the reverse e-bidding are mentioned in Annexure-XVII.

**4.6.** The Qualified bidders will be intimated in advance regarding the schedule for opening of the price bid.

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

**4.7. Evaluation for Qualification:**

Following documents will be evaluated for determining qualification:

- a. Certificate from Statutory Auditors for technical requirement and financial qualification requirements.
- b. Declaration/ Certificate regarding non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.
- d. POA as per specified format (Annexure-II) and Board resolution / power of attorney, in favor of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s)
- e. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- f. Feedback obtained and recorded by Technical Subcommittee (TSC) of NPL as per the format (Annexure-XI) will also form a significant part of evaluation process. Tender Committee, based on the recommendation of TSC may decide not to qualify any particular bidder. TSC may visit sidings/mines for onsite evaluation and give report to Tender Committee.

#### 4.8. Evaluation of the Price Bid

The Bids shall be evaluated on the basis of lowest quoted transportation charge (Rs / MT including all taxes and duties) individually for every area- siding combination.

#### 5. NEGOTIATIONS AND AWARD OF CONTRACT

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

**5.1** NPL may release PO(s) on the Successful bidder(s). A single or multiple contract /PO can be awarded to successful bidder under the terms of this bid document.

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

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

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

**5.5** In case due to any reasons, the L1 bidder is not able to execute the work, NPL at its own discretion, after discussions with the tender committee, may offer the L1 rates to other bidders working for NPL in the same area.

#### 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

7.1 The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 2,00,00,000/- (Rupees Two Crores only) through transfer of funds through NEFT/RTGS of equivalent amount to our bank account detailed as under:

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, SECTOR 9-D, CHANDIGARH 160017
Beneficiary Account No	001351000076
IFSC code	ICIC0000013

**Bidding through Consortium is not permitted.**

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

On award of PO to successful bidders.	Qualified bidders on whom PO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of PO and submission of CPS-BG whichever is later	Bidders who are not L1/L2 for any mine siding combination, their EMD will be returned within 3 months from the date of bid opening <b>Bidders who are L1/L2 for particular mine-siding combination, their offer will be evaluated for probable mines and may be returned after 2 months from the date of bid opening</b>	Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes.

NPL shall have the right to encash/forfeit 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. The Successful Bidder does not accept 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 CPS 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. CONTRACT PERFORMANCE SECURITY**

**8.1** Upon selection of the Successful Bidder, NPL will intimate to the successful bidder that PO(s) are expected to be released. Successful Bidder has to then submit **Contract Performance Security (CPS) of Rs. 2 Cr (Rupees Two Crores Only),**

**8.2** The EMD amount submitted by the successful bidder (either through DD or RTGS) will be rolled over to CPS amount.

**8.3** CPS by way of Bank Guarantee (BG) as per Annexure-XV will also be acceptable. In case, the successful bidder submits the CPS through BG, the EMD amount will be refunded to the successful bidder after receipt & verification of BG.

**8.4** CPS shall be maintained throughout the tenure of the contract as a security for satisfactory performance. In case of any unsatisfactory performance CPS 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.

**8.5** The CPS amount 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 CPS.

**8.6** In case of bidding through Consortium, each Member to furnish the required CPS individually.

**9. VALIDITY TABLE**

<b>Document</b>	<b>Value</b>	<b>Validity</b>
Earnest Money Deposit (EMD)	Rs. 2,00,00,000 (Rupees Two Crores Only)	30-Apr-2019
Price Bid (Annex. IV)	N/A	30-Apr-2019 (For allotment of ROM Coal)
Performance Security (CPS)	Rs. 2 Cr (Rupees Two Crores Only)	Minimum Six months or 90 days beyond PO tenure, whichever is later

## VOLUME II.

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### 1. PERIOD OF CONTRACT AND ALLOCATION STRATEGY

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#### 1.1 Period of contract:

Till receipt of quantity (at NPL Plant) materialized against coal allocated to NPL from Nov-2018 to till 30<sup>th</sup> Apr 2019. The period may be further extended as per mutual agreement.

#### 1.2 Quantity to be offered & Distribution amongst successful bidders:

Minimum quantity to be offered for the scope of work up is **10 rakes per month**, for the period from 1st Nov'18 to 30th Apr '2019 from a particular siding. DO's/RO's would be issued during this period, work as per the scope may get spilled over beyond this period. Monthly requisitioning and allocation to various Contractors will be decided by NPL.

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

NPL prefers to have two Contractors per mine. To begin with, for a new contractor, a small quantity may be ordered as a trial quantity. As a prudent practice, NPL will maximise quantity order on L1 Bidder for a particular mine (or group of mines)-siding combination (limited to quantity offered by the Bidder) and then to L2 Bidder for balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by NPL in consultation with/as directed by appropriate authorities. The ordered quantity will be limited to offered quantity. However, this is not binding, if in NPL's opinion this is not in its interest and NPL may decide as deemed fit. In case quantities to be handled in a particular month are lower than the minimum quantity that is required to be handled as above, NPL may decide not to split the quantity for that month. In the event, the bidder is not successful in completing the trial order to the satisfaction of NPL, PO may be short closed and appropriate cost may be recovered from the payable/s to the contractor or from Performance Security Amount.

(a) While the bidders are bound to accept order up to the offered quantity, NPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

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

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2.1 The Bidder shall quote its most competitive prices as per scope of work in price bid format for various mine-siding combination/s.

2.2 **Price would be firm for executing scope of work for the allotment till 30th Apr 2019 for DO's/RO's issued during this period. Work as per Scope may get spilled over beyond this period.**

### 3. QUANTITY DETERMINATION

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3.1. Weighment of rakes will be carried out on in-motion weighbridge (IMWB) at NPL. **Net received weight of a rake will be derived by reducing tare weight of a rake from Gross weight of that 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. NPL will provide calibration certificates if requested by the contractor.

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 bidder 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:

<b>Scenario</b>	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.
<b>Procedure</b>	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.

#### **4. QUALITY DETERMINATION**

##### **A. NPL receipt end coal quality determination:**

4.A.1. The sampling and analysis of Coal at NPL plant will be as per the provisions of relevant BIS/ASTM by a Third-Party Agency (TPA)/STC (as per applicable BIS/ASTM 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 shall have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations). The supplier's representative will not have the liberty, in any manner to interfere in the process of TPA. Any dispute related to sampling, sample 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 only 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-X. 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, sample preparation and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.

<b>Sl. No.</b>	<b>Locations Under CCTV Coverage</b>
1.	IMWB
2.	Wagon tippers
3.	Auto sampler (6 <sup>th</sup> floor)
4.	TM sample collection area (5 <sup>th</sup> floor)
5.	Bottle sampler area (4 <sup>th</sup> floor)
6.	Inside Lift
7.	Area between crusher house to lab
8.	Air drying room inside the lab
9.	Other areas of Lab

4.A.3. Wherever CCTV coverage facility is not available, physical access to the that process will be provided. However, for testing of reserve sample physical access to testing facility will be allowed.

4.A.4. Supplier acknowledges that NPL has given the opportunity to **witness the process of sampling and testing through CCTV realtime footage of testing in good faith**. Entertaining for testing of reserve sample has to be based on justification acceptable to NPL FS & QA. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation.

4.A.5. 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 CCTV monitor location to witness the same.

4.A.6. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained. It may be noted that witnessing of testing carried out outside NPL lab will not be feasible and should be avoided.

4.A.7. NPL may also consider (at its option) sharing of part of sample (third sample) with the Supplier, in which case access to witness testing may not be permitted. Third sample is for reference of the Supplier only and results of analysis of third sample will not be considered for determining the payments.

4.A.8. Reserve samples will be preserved in the NPL laboratory under jointly (NPL & PSPCL) sealed condition in locked almirah for 30 days in safe custody of NPL.

4.A.9. Normally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to the contractor.

4.A.10. In spite of having offered/ provided access to sampling, sample preparation and testing processes through CCTV Realtime footage to demonstrate transparency, the right to raise dispute for testing reserve sample will be given provided the following conditions are satisfied:

4.A.11.

(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 or ASTM standard) 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.12. 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. I

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 any further dispute

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

4.A.14. 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.15. Any misuse of Realtime footage witnessing by bidder or it's representative will be viewed seriously and may result in disqualification / blacklisting of bidder , including denial of this access for balance period of supply. 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.

4.A.16. In case of exigency when the rakes may be received at CDG or any other unloading siding other than NPL's Railway siding (under breakdown condition) , the sampling for payment purpose may be done based on mutual agreement.

## **5. COMPUTATION METHODOLOGY FOR SERVICE CHARGE PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS**

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### **5.1 The payable quantity will be reconciled based on following process:**

#### **Illustration:**

Received weight of coal rake (NPL IMWB Gross weight- NPL IMWB tare weight) = "W1".

TM % of the coal rake =M%

Allowable TM% (as per CIMFR reports) =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  
**The payable quantity will be “W2”.**

**Basis for consideration of total moisture on a rake:**

<b>Scenario-1</b> When CIMFR has sampled and tested the entire qty lifted by road corresponding to the rake qty	<b>Scenario-2</b> When CIMFR has sampled and tested the qty equivalent to => 50% of the lifted qty by road corresponding to the rake qty	<b>Scenario-3</b> When CIMFR has sampled and tested the qty equivalent to <50% of the lifted qty by road corresponding to the rake qty	<b>Scenario-4</b> When conditions of scenario-1/2/3 are not met
<b>Procedure</b> TM as reported by CIMFR will be considered for the particular rake.	<b>Procedure</b> TM reported by CIMFR as above (for qty => 50%) will be considered for the particular rake.	<b>Procedure</b> Average of TM reported by CIMFR for preceding minimum 2 or maximum 5 rakes or succeeding minimum 2 rakes or maximum 5 rakes ( <i>in case preceding is not available</i> ), despatched in last 30 days from the same source, will be considered.	<b>Procedure in Order of preference/priority</b> 1. TM declared by Coal India Subsidiary will be considered. 2. TM of recent period of 6 months (preceding or succeeding) declared by CIMFR will be considered 3. TM of recent period of 6 months (preceding or succeeding) as declared by Coal India Subsidiary will be considered

**Note:**

1. Any other scenario will be mutually discussed and agreed upon.
2. In case coal in a particular rake is sourced from multiple mines, TM will be computed on proportionate weighted average basis.
3. Above methodology will be applied for other parameters (viz. GCV) reported by CIMFR.
4. For determining the TM%/GCV of a rake, co-related data between lifting & despatch will be provided by the Contractor as per the below format:

S No.	Date of Sampling	Total No of Trips	Total Lifted Qty (MT)	Total Consumed Qty (MT)	Rake No.	RR Weight	CIMFR Report No	CIMFR Reported TM	CIMFR Reported GCV
1									
2									
3									

**5.2 The service charge will be adjusted based on the following:**

**5.2.1. Adjustment on account of Higher TM%:**

**CIMFR declared weighted average moisture for the batch of rakes will be ceiling limit for TM%.** For every 1 % increase in TM%, the received coal quantity will be reduced by 1% on prorata basis as illustrated above in 5.1.

**Where CIMFR is not operational, Guaranteed GCV ARB as mentioned in the tender will be considered and note as mentioned below will be applicable.**

**Note: No adjustment of weight on account of TM, if Guaranteed GCV ARB will be considered**

**Special precautions/Dos/Don'ts:**

1. Any intentional addition of water/moisture, if detected by NPL after coal lifted from mines, will be treated as material breach of the requirements and an event of default.
2. **Any swapping of coal (i.e. replacing good quality coal with bad quality coal) or retention of any coal that is lifted on behalf of NPL will be treated as material breach of the requirements and an event of default.**
3. Coal lifted on behalf of NPL has to be loaded in to the rake as soon as possible. In case the same is required to be stored at some place other than loading siding/platform, it will be done with prior written consent of NPL. Adequate preventive measures against deterioration, pilferage (that can result in financial loss to NPL) should be taken by the Contractor (like covering with tarpaulin, providing 24\*7 security, marking surface with lime stone or any other suitable measures including but not limited to the ones suggested by NPL). The cost of making such arrangements would be borne by the Contractor.
4. The tippers deployed for transporting coal must be equipped with GPS which will be monitored both by the Contractor and NPL.
5. Record of dispatch of truck from mines and receipt of the coal at siding/any other locations should be maintained by the bidder. The same will be monitored by NPL.
6. Suitable patrolling of vehicles shall be engaged for en-route patrolling from the lifting point of coal to loading into rakes. Contractor has to ensure the movement of the vehicle from lifting to loading without any stoppage.
7. Any damages to railway siding/wagons during loading has to be borne by the bidder.

**5.2.2. Penalty on account of Grade Slippage:**

**Batch of rakes** received at NPL in a Calendar Month.

1. The adjustment for quality/GCV adjusted payable service charge will be as under. Slippage is computed as difference between EGCV determined at the plant and by CIMFR (final results, including that of Referee) for the Batch:

<b><i>GCV Plant vs CIMFR/ Guaranteed GCV</i></b>	<b><i>Formula applicable</i></b>
Bonus	Capped at Rs 100/ton for 300 kCal/kg gain, pro-rata basis
Penalty	Rs 300 per 300Kcal/kg, on pro-rata basis

**2. Guaranteed GCV-ARB where CIMFR is not operational:****a) For CCL Command Area = The guaranteed GCV ARB is as follows:**

- i. G-14: 2900 Kcal/kg
- ii. G-13: 3100 Kcal/kg
- iii. G-12: 3300 Kcal/kg
- iv. G-11: 3500 Kcal/kg
- v. G-10: 3700 Kcal/kg
- vi. G-9: 3900 Kcal/kg
- vii. G-8: 4100 Kcal/kg

**b) For BCCL Command Area = The guaranteed GCV ARB is as follows:**

- i. G-13: 3100 Kcal/kg
- ii. G-12: 3300 Kcal/kg
- iii. G-11: 3500 Kcal/kg
- iv. G-10: 3700 Kcal/kg
- v. G-9: 3800 Kcal/kg
- vi. G-8: 4100 Kcal/kg
- vii. G-7: 4600 Kcal/kg

c) **For MCL & NCL Command Area = The guaranteed GCV ARB is as follows:**

- i. G-13: 3100 Kcal/kg
- ii. G-12: 3300 Kcal/kg
- iii. G-11: 3500 Kcal/kg
- iv. G-10: 3700 Kcal/kg
- v. G-9: 3900 Kcal/kg
- vi. G-8: 4300 Kcal/kg
- vii. G-7: 4600 Kcal/kg

In monsoon period and unseasonal rains, the Guaranteed GCV ARB will be lowered by 100 Kcal/kg.

**Where CIMFR is not operational, penalty will be levied as per S No. 5.2.2. (1) in case guaranteed GCV-ARB does not meet the parameters mentioned above in 5.2.2. (2).**

**Note:**

- a. Normally lifting is not to be done where CIMFR is not operational. However, in case of exigencies, NPL may permit lifting on case to case basis. For the areas where CIMFR is not operational, the bidder has to accept the Guaranteed GCV provided by NPL. The Bonus/penalty on guaranteed GCV will be applicable as per table mentioned above.
- b. For the case, where CIMFR is operational but due to any specific reason same could not under-taken for certain quantity, results available for the sampled quantity of the same DO/SO will be extrapolated for the un-sampled quantity. However, this extrapolation will only be done if results of minimum 50% quantity will be available.
- c. In case CIMFR sampling is operational for less than 50% of quantity or there is no CIMFR coverage, NPL may opt for Sampling and testing by NPL appointed Third Party at the loading/mine end. In that case, guaranteed GCV-ARB will be arrived considering the results of NPL appointed Third Party or the guaranteed GCV (as per bid provision), whichever is higher. NPL may also decide to lapse this quantity. In case of lapsing opted by NPL, penalty No. 5.2.4 will not be applicable.
- d. Penalties due to grade slippage to be capped at 30% of Service Charge, excluding GST amount. In case of inflated results of CIMFR or abnormal results due to inadvertent errors in NPL sampling & testing, NPL Lab Oversight Committee may review and modify the results taking the past results into consideration.

**5.2.3. Penalty on account of Under-loading and over-loading:**

Contractor has to ensure that the all empty wagons shall be uniformly loaded up to its permissible carrying capacity. Idle freight on account of under loading above 150 MT (per rake) shall be shared at the ratio 30:70 between NPL and contractor respectively, i.e. till 150 MT under-loading /rake (on weighted average basis) no penalty will be applicable on contractor. Penal charges on account of Overloading above Rs 3.00 Lakhs (per rake) shall be shared similar method to under loading, i.e. till Rs. 3.00 Lakhs over-loading/rake (on weighted average basis) no penalty will be applicable on contractor. Computation of penal charges will be done on monthly weighted average basis for the batch.

**Illustration:**

Rake No	NPL Qty (MT)	Under loading (MT)	Over loading (Rs.)	Penalty due to Under Loading	Penalty due to Over Loading
1	3,755.70	300.00	6,50,000.00	= (322.2-150) x (No. of Rakes,5) x (Nominal Railway freight Rs/MT,2400)	= (10,70,726.10 – 3,00,000) x (No. of rake,5)
2	3,646.20	320.00	17,50,000.00		
3	3,727.40	310.00	8,80,000.00		
4	3,650.01	300.00	13,00,000.00		
5	3,777.20	380.00	8,00,000.00		
	<b>18,556.50</b>	<b>322.22</b>	<b>10,70,726.10</b>	<b>Rs 20,66,673</b>	<b>Rs. 38,53,633</b>
	<b>(Total)</b>	<b>(Weighted Average)</b>	<b>(Weighted Average)</b>	<b>Penalty Amount</b>	<b>Penalty Amount</b>

#### 5.2.4. 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 Price inclusive of all taxes and duties of BCCL/CCL/MCL/NCL declared grade of Coal shall be applicable for the quantity Lapsed.

However, on presentation of a certificate from appropriate authority by the contractor from BCCL/CCL/MCL/NCL to the effect that BCCL/CCL/MCL/NCL have not offered / supplied that quantity (i.e. short lifted qty.) of coal to the 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 BCCL/CCL/MCL/NCL for making good the lapsed quantity in subsequent months. No penalty is payable by Contractor in case NPL decides for lapsing coal.

In following case this penalty will not be applicable:

- a. Delay from NPL side in issuing requisite documents to commence lifting.
- b. On-off in sampling by CIMFR, resulting in loss of day.
- c. Restrictions at NPL plant end.
- d. Lifting get forced slow-down due to non-availability of rakes. In this case, sufficient indents must get placed by contractor and rigorous efforts/liasing with railway to be made for early placement of rakes.
- e. Force Majeure like situation in coal mines.
- f. Non-availability of mining pass/permit.
- g. Reasons beyond control of the contractor.

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

The firm should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake qty. Indents may also be placed in advance.

It is expected that rake would be dispatched within two weeks of placing indent. Not making intensive efforts to ensure the same may attract penalty as under:

Time Period for dispatches	Penalty
a. Zero Date	Indent placement date or lifting of corresponding quantity of coal, whichever is later
b. First 2 weeks	Nil penalty
c. > 2 and <= 4 weeks from Zero date.	1% of basic (notified) price of coal per week delay (on pro rata basis).
d. > 4 weeks from Zero date.	2% of base price of coal per week delay (on pro rata basis) capped at 15% of basic (notified) price of coal.

Above penalty will be computed with nominal rake quantity of 4000 MT/rake.

**This clause is not applicable in the case dispatches are regulated (delayed despatch) by NPL.**

No Penalty for delayed dispatch shall be applicable for retaining part rake quantity.

#### 5.2.6. Penalty of Railway Freight on account of Transit Loss

Transit Loss will be computed as "RR Weight – NPL Weight at IMWB" and penalty will be applicable as per following table.

Transit Loss (%age)	Penalty on Railway Freight (Like in income tax slab)
0 to 0.8%	NIL
>0.8% to <= 1.5%	NIL
>1.5% to <= 2.0%	NIL
>2.0% to <= 3.0%	10% of railway freight will be recovered including taxes & duties i.e. transit loss between 2% to 3% (in MT) x (10% x (railway freight per Ton + Taxes & duties))
>3.0%	50% of railway freight will be recovered including taxes & duties i.e. transit loss greater than 3% (in MT) x (50% x (railway freight per Ton + Taxes & duties))

### 5.2.7. Penalty on ROM Shortfall Quantity:

Penalty for the shortfall quantity for entire quantity of the DO/Group of Dos, shall be applied at the rate of 2 x (Notified Base Price of coal including applicable taxes/charges, royalties, cess on ROM Coal x Shortfall Quantity).

Shortfall Quantity = Lifted quantity (X) less delivered quantity adjusted for TM% (Y).

If X-Y is positive, then a penalty will be applicable as follows :

Shortfall Qty (%age)	Penalty on ROM Coal (Like in income tax slabs)
0 to 0.8%	NIL
>0.8% to <= 1.5%	Rs 100 per MT
>1.5% to <= 2.0%	Rs 500 per MT
>2.0% to <= 3.0%	Pit Head Coal Cost (as charged by coal company Inclusive of tax and duties)
>3.0%	2 x Pit Head Coal Cost (as charged by coal company Inclusive of tax and duties)

In addition to above, transit loss (RR weight-NPL weight), will be also monitored on rake to rake basis. In case transit loss exceed 3% for any batch, 50% of railway freight of incremental quantity will be retained in regular billing and will be reconciled on completion of DO/group of DO's.

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, it 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.

This penalty will not come under capping and recovered at actual.

**It is to be noted that above penalties are defined to protect interest of NPL and Contractor in case of any genuine differences in sampling and measurements. In case of any malpractices like diversion of coal, mixing of rejects/inferior coal, NPL will take stringent actions.**

**5.2.8. Penalty due to excessive oversized coal:** Demurrage imposed at loading end and at unloading end (paid by NPL) will be 100% borne by the transporter. However, demurrage imposed at unloading end due to congestion is not attributable to transporter and will be borne by NPL.

**5.2.9. 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 service charges proportionate to the quantity of foreign material shall be deducted from the Contractor's 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.

**5.2.10. Penalty on deployment of trucks without GPS provision:** in case 90% of the trucks engaged by the transporter are not equipped with GPS, penalty @ 5% of service charges will be deducted for the qty lifted for the month. Repetitive non-compliance may result in termination of the contract.

**5.2.11. Chronology of penalty and adjustment application to arrive at net payable:**

- (a) The gross service charge for the batch (received at NPL in a Month) will be arrived at by multiplying the payable quantity with Grade slippage adjusted service charge / Recovery as per 5.2.2.
- (b) From the gross service charge computed as above the penalties as per clauses 5.2.3 to 5.2.10 will be calculated & recovered.
- (c) **Normally all the penalties will be first recovered from the gross payable against a monthly invoice and thereafter will be recovered from the CPS amount. Over all Penalties /Recoveries (excluding 5.2.2. & 5.2.7), if any from contractor, will be capped at Rs. 50 Lakhs for a batch/ Rs. 4.0 Lakhs per rake, whichever will be lower.**
- (d) **In case of invoking / recovering of penalty from CPS amount the contractor would be required to top up the CPS amount within one week of intimation by NPL, in case the same is not replenished in one week of time failing which NPL at it's own discretion may resort to action as appropriate including termination of contract**

**6 BILLING AND PAYMENT TERMS**

The Contractor will submit the bills in triplicate on completion of delivery of all rakes in calendar month at NPL and payment will be released based on the methodology as under:

**6.1** The Contractor will raise invoice for the batch i.e. all the rakes received at NPL in a calendar month in triplicate, based on accepted grade.

**6.2** The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to:-

- i. Copies of corresponding RRs.
- ii. Statement showing RR No. Invoice No., Wagon No. and the net weight.
- iii. Copy of weighment certification by NPL.
- iv. Copy of Quality reports of loading end (CIMFR), if applicable.
- v. Copy of NPL receipt end coal quality reports.
- vi. Certified working for deriving payable quantity.
- vii. Co-relation for the quantity of ROM Coal lifted and loaded on to rake for quality comparison.
- viii. Original challan copies of truck engaged in coal evacuation from mines

**6.3** The eligible payments will be released after various recoveries/adjustments as per the following procedure:

Payment Terms		
	With CIMFR sampling	Without CIMFR sampling
On receipt of batch received Weight at NPL including Invoice	75% of eligible payment within 15 days	75% of eligible payment within 15 days
On Receipt of quality results of NPL and CIMFR (if applicable)	Balance 25% on receipt of CIMFR results or 6 months from completion of batch, whichever is earlier, (but not earlier than 30 days from completion of the batch). This will be considered provided contractor has laid down all the efforts for issue of credit notes to	25% within 30 days of receipt of all documents

	the satisfaction of NPL, else balance payment of 25% will be released after completion of 12 months	
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- (a) NPL will release the payment against **invoice** through EFT (Electronic Fund Transfer) up to **75% of eligible amount** for all the rakes in a batch as admissible, **within fifteen (15) working days from the date of receipt of such undisputed invoices (complete in all respects)** at the NPL's designated office(s) located at the Power Plant.
- (b) Balance 25% on receipt of CIMFR results or 6 months from completion of batch, whichever is earlier. This will be considered provided the contractor has laid down all the efforts for issue of credit notes to the satisfaction of NPL, else balance payment of 25% will be released after completion of 12 months. Once CIMFR results are received from coal subsidiary, based on CIMFR tested grade (including referee results if any), **the payable will be recomputed**. In case, if this **recomputed payable amount is lower than 90% of the initial computed payable as in (a) above**, then the final payment will be retained as per initial 90% payment amount already made as per (a), else the revised payable as per recomputed amount as in (b) will prevail and balance payment will be done in **30 days** of availability of of CIMFR results including the results of referee testing. In case, CIMFR results including referee results are not received within 6 months from the completion of batch, balance 10% payment will be released within 30 days considering the results available with NPL.

**6.4** 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.

**6.5** 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 SCOPE OF WORK

### 1. GUARANTEED (BASE) PARAMETERS

SL NO	Parameter	Value/Description
01	Size of coal	As invoiced to NPL
02	Allowable weighted average TM.	ROM TM% as per CIMFR results will be allowed.
03	Allowable weighted average fines below 2.0 mm in coal.	25% of TM adjusted NPL receipt weight

### 2. SCOPE OF WORK

Detailed activities to be performed by the contractor are as under:

#### 2.1. Allocation of coal:

- a) Contractor to track and update NPL for any coal offered by BCCL/CCL/MCL/NCL in RCR mode and assist in documentation like submission of requisition letter, getting the allocation letter issued, tracking ROM coal payments etc.
- b) In addition to the sources from where BCCL/CCL/MCL/NCL offer coal, contractor will coordinate with coal company to arrange offer from other preferred sources to NPL.
- c) NPL will process the payment through RTGS to BCCL/CCL/MCL/NCL's account based on the estimated ex-coliery cost of ROM Coal of that grade. Contractor to assist NPL in resolving the issue related to price, receipt of payment to BCCL/CCL/MCL/NCL account etc. Contractor to ensure the issuance of Delivery order/Release order and ensure the availability of same.
- d) Contractor to undertake the due diligence of the coal quality available for lifting from the sources allocated by BCCL/CCL/MCL/NCL, to ensure that only good quality coal is secured and lifted for NPL.

#### 2.2. Transportation:

- a) Post issuance of Delivery order/release order, contractor shall take delivery of ROM Coal of appropriate quality and size of coal on behalf of NPL and assure lifting rate is as per NPL's requirement to ensure complete lifting in the delivery period.
- b) Lifting under DO shall start within 7 days of issue of DO
- c) Contractor to arrange at its own cost the enabling resources like equipment required for lifting of coal from designated stock as indicated and directed by BCCL/CCL/MCL/NCL, trucks/tippers for transportation of coal from BCCL/CCL/MCL/NCL to railway loading siding, coal unloading equipment/arrangement at Railway siding & equipment for loading of coal into rakes.
- d) Contractor on behalf of NPL shall validate/sign the weighment sheet as well as daily LR summary statement issued by BCCL/CCL/MCL/NCL. Contractor shall collect the delivery challan and arrange to send on daily basis in soft and submit in original for the week's lifting at appropriate office of NPL.
- e) Contractor will ensure that copy of BCCL/CCL/MCL/NCL Invoice (tipper wise/daily wise as per the prevalent practice) lifted against the release order is available on the next working day and also arrange to provide the excel summary of invoices for daily lifting. The summary should be reconciled prior sending to NPL on daily basis. In case of any mismatch between the actual lifting and invoicing or in any other issues, contractor has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured timely manner.
- f) In general, all documentations related to transportation and incidental activities in the scope will be primarily carried out by the Contractor. NPL will support as appropriate.
- g) Contractor to arrange for the transportation of coal lifting by road mode from mines to loading Railway siding and stacking the same at Railway siding without being mixed with any foreign material / impurities so as to maintain the quality. Transporter shall ensure that coal drawn under the contract from BCCL/CCL/MCL/NCL is not mixed with any other extraneous material including mill or mine rejects/sponge iron reject. This will be considered as serious breach under this Contract. The coal drawn for NPL will be handled and kept separately from the time of drawing

from mine to despatching from railway siding. Transporter shall not indulge in any acts that result in deterioration in coal quality. NPL will consider this as breach of contract and will have right to invoke Security Deposit / CPS, impose stiff penalties followed by legal action, including termination of contract.

- h) Transporter shall start continuous lifting of coal from collieries within 10 days of issuance of SO/RO/DO by BCCL/CCL/MCL/NCL failing which NPL will have the right to impose penalty of 0.05% of Contract Value for every 01 week of delay or part thereof. In case Contractor stops lifting for more than a week for reasons other than the reasons highlighted by Contractor and accepted by NPL, then again NPL will have right to impose penalty as mentioned herein above.
- i) All truck engaged by transporter for execution of work shall be GPS enabled. The transporter will share the login ID and password details with NPL. The per user cost of the login ID & password will be reimbursed by NPL on actual basis against submission of documentary evidences.

### **2.3. Indenting, Loading into Rakes:**

- a) Contractor shall assist NPL in submitting the Railway Programme as per the lifting pattern and on submission of the same, contractor shall coordinate with RAILWAYS/appropriate authority for sanction of Railway program from office of Director Railway movement Kolkata.
- b) Contractor shall submit adequate number of indents as per sanctioned programme for placement of empty rakes within the valid period for complete materialization of coal without lapsing of any quantity or sanctioned programme.
- c) Contractor shall load into the wagons on train load basis and take care the incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, contractor shall try and get NHL/N-BOX rakes which are in good condition.
- d) Contractor has to ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior loading NPL's consignment.
- e) The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distances thereby efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Rail authorities prior to loading of Coal. Contractor has to get such wagons declared as sick wagons.
- f) Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges. Any demurrage, penalties and extra charges are to be passed on to the contractor's account.
- g) Contractor to collect the RRs from Railway authorities and to arrange for handing over of the same to NPL concerned person and email the readable scan copy immediately so that at least the scan copy is inevitably made available with NPL before the rake reaches NPL.
- h) Contractor to comply with all the formalities, modalities & legal issues of BCCL/CCL/MCL/NCL, RAILWAYS, state government and all applicable law of land from time to time and will indemnify NPL against any default what so ever.
- i) In case ROM coal size offered by the coal company is -250mm or above, the transporter shall make arrangements for including but not limited to portable crusher or its existing facility for crushing of coal to -100 mm. Transporter will ensure that coal size of minus (-) 100mm only will be loaded after crushing. Additional crushing charge of Rs 31 per MT shall be payable to transporter for crushing of coal from -250mm (or more) to -100mm over and above quoted/negotiated price of the bidder.
- j) Cost of indents will be paid by contractor.
- k) Flexibility in use of loading siding- Post issuance of DO/RO, NPL-Fuel Sourcing may permit to use/change of other siding due to operational constraints, excessive pendency of indents, unforeseen challenges in evacuation or any valid reason backed up by supporting. In such cases the rate shall not exceed L1 rate for such mine siding combination.
- l) Transporter shall be responsible for despatch of entire coal lifted from BCCL/CCL/MCL/NCL collieries within 07 days from the last validity date of DO/RO/SO from BCCL/CC

## 2.4. Monitoring of Rakes:

- a) The contractor shall take measures to avoid the diversion/holdups of the rakes en-route.
- b) Contractor shall track the movement and keep a record of each rake till placement at designated delivery point. Contractor for its own interest may provide escorts to monitor the movement.
- c) Contractor shall keep a record and track of sick wagon and shall arrange to mobilise the same with subsequent consignment. Contractor shall assist NPL in logging the claim of sick wagon so as to ensure timely receipt of the consignment.
- d) Contractor to supervise proper loading of rake on train load basis and monitoring the transportation of rake up to NPL so as to minimize the losses to NPL including but not limited to transit loss.
- e) 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
- f) Contractor has to assist NPL in reconciliation between BCCL/CCL/MCL/NCL and NPL for the advance paid by NPL and coal value billed by BCCL/CCL/MCL/NCL related to the supplies under the contract.

2.5. **Set-up of NPL in respective subsidiary for coordination:** NPL will maintain set-up / establishment for coordination with Govt. authorities to support / assist transporter.

2.6. **Sampling & Testing by CIMFR at BCCL/CCL/MCL/NCL Loading point:** It is to be noted that NPL has entered into tripartite agreement with CIMFR and BCCL/CCL/MCL/NCL. 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 the contractor's representatives on behalf of NPL. Contractor will be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points. Post sampling contractor's representatives to ensure application of seal on bags and safe storage of the same. contractor representatives to ensure safe and secured shifting of the sealed bags from sampling point's local storage room to common storage facility.

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

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

- a. Ensure that the truck selection for sample collection is as per FSA/other applicable procedure.
- b. 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)
- c. Collection of sample as per applicable provision of the FSA
- d. Ensure representative sampling.
- e. Ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room
- f. Ensure safe and secured shifting of sample bags to permanent storage room.
- g. Ensure accuracy of CIMFR field staff's records with respect to DO no, date, tag no., truck no. etc.
- h. Coordination with respective contractor operator's representative for proper movement of trucks and ensure support from truck drivers for proper placement of truck and cooperation in sample collection.
- i. Keep a watch over the safety of sampling staff.

2.7. **Sample Preparation, preservation, transportation, testing:** Contractor to monitor sample preparation activities at all times based on the authorisation from BCCL/CCL/MCL/NCL/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 BCCL/CCL/MCL/NCL/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/contractor 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.
- c. 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.
- d. Before commencement of the preparation, contractor shall check for all the bags for intactness of seal and matching of Seal number with record available for the date of sampling . By physical inspection ensure that no tempering has been done with any of the bag.
- e. 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.
- f. Ensure that the preparation is done as per applicable procedure as mentioned in FSA.
- g. 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.
- h. Contractor to follow-up with BCCL/CCL/MCL/NCL for expeditious issuance of credit notes based on claims lodged by NPL and also extend full support to NPL for reconciliation with BCCL/CCL/MCL/NCL for adjustment of credit amount with further advance payment to BCCL/CCL/MCL/NCL.
- i. In case of samples disputed by BCCL/CCL/MCL/NCL, 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.
- j. Based on various developments which may happen from time to time as would be notified by BCCL/CCL/MCL/NCL with regard to sampling and testing modalities for ROM coal from BCCL/CCL/MCL/NCL, contractor has to cooperate for adherence to the same as appropriate.

2.8. 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.

2.9. Contractor shall be responsible for monitoring the weighment of rakes at/near loading siding and will ensure accuracy of the weighment.

2.10. In case contractor wishes to cover the wagons with tarpaulin etc., it may do so however the same needs to be removed well before the rake enters NPL plant premises to prevent demurrage. Failing which, the consequential Railways demurrage for delay in rake unloading will be recovered from contractor's invoices.

2.11. While rakes are in transit, the contractor will keep on updating NPL on movement of rake from the loading siding till the rake reaches the destination i.e. NPL siding and further as the rake reaches NPL plant siding, the contractor will assist in identification of rake with nomenclature along with wagons as per copy of RR. Any missing wagon to be reported to NPL and contractor will endeavor to keep close track and coordinate with Railways to deliver the missing wagon to NPL at the earliest.

- 2.12. A manager level person from Contractor has to be posted in colliery/siding to coordinate entire activity, NPL team member may also accompany him.
- 2.13. Contractor shall assist NPL for carrying out periodical joint reconciliations of coal bills received for the advance paid to BCCL/CCL/MCL/NCL in timely manner. Contractor to assist NPL in getting credit from BCCL/CCL/MCL/NCL for actual declared grade by CIMFR if the same is of lower quality than the declared grade.
- 2.14. Contractor shall also assist NPL for getting credit from BCCL/CCL/MCL/NCL in case the monthly weighted average surface moisture of coal exceeds the thresholds mentioned in FSA. Contractor shall assist NPL in coordinating with Railways for carrying out reconciliation of actual freight debited for each rake.
- 2.15. In case of any dispute with BCCL/CCL/MCL/NCL/RAILWAYS/CIL subsidiary regarding payment, claim, commercial issues etc., Contractor shall assist NPL in taking up and resolving this matter with concerned department.
- 2.16. It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.
- 2.17. Contractor has to provide sufficient manpower strength, for monitoring Coal Quality & Dispatches from Mines to Sidings in trucks. The persons deputed shall be in contact with & shall take instructions/guidance from NPL team.
- 2.18. Contractor has to depute a team of at least 3 members at truck loading point to ensure lifting of good quality and size of coal. Contractor also has to ensure third party sampling by CIMFR for entire quantity.
- 2.19. If required, contractor has to arrange vehicle to facilitate CIMFR representatives to carryout Sampling. This will be in addition to vehicle provided by NPL.
- 2.20. Contractor has to ensure complete coverage for Sampling & Preparation done by CIMFR on behalf of NPL on best effort basis.
- 2.21. In case CIMFR declares Grade lower (lower quality) than BCCL/CCL/MCL/NCL's declared grade, Contractor has to assist NPL at all stages from filing claim, till the credit note is issued to NPL.
- 2.22. In case CIMFR declared quality results are challenged by NPL/ BCCL/CCL/MCL/NCL, contractor has to assist NPL at all stages of referee process, till the credit/debit note is issued to NPL.
- 2.23. In other incidental activities to complete the scope of work as per this work order, the same has to be done by the contractor without any additional service charge.
- 2.24. **Unless explicitly agreed to by NPL, transshipment of coal is not permitted and will be treated as a material breach of contract; Contractor has to transport the coal directly from mine/mine stock pile to the railway siding for loading into rake.**
- 2.25. 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.

**Note: Payment to BCCL/CCL/MCL/NCL for coal value and payment to railways for Railway freight will be directly paid by NPL to BCCL/CCL/MCL/NCL & Railway respectively.**

### **3. Taxes & Duties**

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- 3.1.** Prices indicated in the BOQ as per Annexure-IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 3.2.** The Unit Rates indicated in the BOQ of Annexure-IV is inclusive of all taxes, duties, levies and statutory requirements as applicable as per State Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the prevailing rates directly by NPL.
- 3.3.** Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same will be admissible for payment. Similarly any taxes and duties which are modified by Government, bidder to pass on the consequential benefit to NPL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same will not be paid by NPL from the date of implication.
- 3.4.** Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period will be paid by NPL extra as applicable. However, in case withdrawn of existing tax and/or duties by the statutory bodies, same will not be paid by NPL from the date of implication.
- 3.5.** Increase in cost for any spill over of the rake beyond dispatch schedule (if not deferred by NPL) and consequential variation in cost to Contractor (taxes & duties, Railway freight, any statutory levies including compliance to the law of land and changes there to) is to contractor's account
- 3.6.** Income Tax payable will be to the account of Contractor. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL will issue valid certificates for the tax deducted at source.

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 Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL including all incidental expenses**

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 as per Stage-1 & 2 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. We also confirm that we have not lapsed coal of any customer.
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 road transportation from mine to railway siding and rail 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.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents. We further confirm that we have no unresolved disputes with NPL.
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 handling of the quantum of coal indicated for the scope of work.
12. We confirm that we will handle entire quantity as offered in the Price Bid, in case the same is awarded.
13. We confirm that our Bid includes all taxes. 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: Minimum of .....rakes of ROM coal to be. (Minimum 10 rakes to be offered per month from Nov'18 to Apr'19 for which NPL can award contract till 30-Apr-2019)
15. Details of the Bidder 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 **Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL** 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 CERTIFICATION 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: 222

**Dear Sir,**

**Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL**

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

Table-A

	<b>Parameters / Requirement</b>	<b>Name of the Bidder/ Consortium Partner</b>	<b>Qualification (Lakh MT/ Nos.)</b>	<b>Supporting documents enclosed</b>
a.	Experience in transportation of coal in the _____ subsidiary/Port (Quantity in Financial Year ....)			1) 2)
b.	*Experience in co-ordination with Railways/ CIL Subsidiaries in _____ subsidiary/siding (Quantity in Financial Year....)			1) 2)
c.	*Experience in loading of coal/iron ore/bauxite in wagons in _____ subsidiary/Siding (Quantity in Financial Year....).			1) 2)

\*One of the two as applicable.

Yours faithfully,

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

Name:

Date:

Place:

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

*Name:*

*Date:*

*Place:*

Please also affix common seal of Bidding Company

**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: 222

**Dear Sir,**

**Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL**

We certify that the Financially evaluated entity had annual Turnover of Rs. .... Crore & annual Net worth Rs.....Crores computed as per instructions in the Bid Document based on unconsolidated audited annual accounts in Financial Year .....

Name of Financially Evaluated Entity	Financial Year	Turnover (Rs. Crore)	Net Worth (Rs. Crore)

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:

- Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor**.
- Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.

- c. 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.
- d. 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: 222

Dear Sir,

**Sub: Compilation of work order executed related to Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL**

Name of the customer	Quantity (MT)	Period of execution	Cumulative quantity

Cumulative quantity must exceed the qualification requirement.

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-CCL**

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

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

Dear Sir,

**Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from CCL Command area.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL and CCL* " in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

Area	Indicative Colliery Group	Sampling by CIMFR is operational in Road Mode Lifting  (Yes/No)	Loading Siding	No. of Rakes loaded in last 6 Months by the bidder/ total	Indicative distance from mine to loading siding (through RcR)	Transportation Charges including incidental Charges (through RcR)	GST	Rate Inclusive of GST (through RcR)
			(Siding Code)		(kms)			
Magadh & Amrapali	Amrapali		KKAS					
Magadh & Amrapali	Amrapali		TPST/ TAST					
Magadh & Amrapali	Amrapali		BIRT					
Magadh & Amrapali	Amrapali		Balumath					
Magadh & Amrapali	Magadh		Phulbasia					
Magadh & Amrapali	Magadh		Bukuru					
Magadh & Amrapali	Magadh		TPST/ TAST					
Magadh & Amrapali	Magadh		Balumath					
Rajhara	Tetariakhar		Tori					
Rajhara	Tetariakhar		Rajdhar					
Barka-Sayal	Bhurkunda, Saunda, Sayal, Urimari, Birsa		Patratu					
Barka-Sayal	Bhurkunda, Saunda, Sayal, Urimari, Birsa		Kuju					
Kuju	Kujju, Sarubera, Topa, Pindra, Pundi, Karma		Kuju					
Kuju	Kujju, Sarubera, Topa, Pindra, Pundi, Karma		Patratu					
Hazaribag	Parej, Kedla, Tapin, Jharkhand, KOCP		Kuju					



Hazaribag	Parej, Kedla, Tapin, Jharkhand, KOCP		Barkakana					
Kathara	Kathara, Jarangdih, Sawang, Govindpur		Bermo					
Kathara	Kathara, Jarangdih, Sawang, Govindpur		Dugda					
B&K	Bokaro, Kargali, Karo, Khasmahal, AKK, Konar		Bermo					
B&K	Bokaro, Kargali, Karo, Khasmahal, AKK, Konar		Dugda					
Dhori	Dhori, Tarmi, Amlo		Bermo					
Dhori	Dhori, Tarmi, Amlo		Dugda					

**Note:**

1. Additionally, NPL may ask selected Contractor to lift coal from any of the areas mentioned in this Annexure-IV-A through a siding proposed by selected Contractor and approved by NPL or vice versa. In such case, the transportation charges will be computed as follows:
  - a. For variation in distance within +/- 10% of the quoted distance for other area-siding combination (within same area), same rate will be applicable for the new area-siding combination.
  - b. In case the variation in distance is equal to or more than 10% w.r.t. the quote distance for other area-siding combination (within same area), the transportation charges will be arrived as follows:
    - i. 50% of the quoted transportation charge will be treated as fixed component and will remain constant for the complete tender period.
    - ii. Balance 50% of the quoted transportation charges will be treated as variable component and will be adjusted on pro-rata basis

For new area-siding combination, the transportation charges will be arrived as sum of transportation charge fixed component + transportation charge variable component

**For example:**

Let the quoted transportation charges are Rs 900 for distance of 65 kms for one area. For change in distance for another area-siding combination up to 10% i.e. between 58.5 kms to 71.5 kms, there will not be any change in the quoted unit rates. For change in distance for another area-siding combination for more than 10%, the rates will be calculated as follows:

**i. For Variation +10% or above:**

Quoted Distance = 65 kms

Quote rates = Rs 900 per MT

Let the new distance = 75 kms

Rate for distance of 75 kms =  $(50\% \times 900) + (50\% \times (900/65) \times 75)$   
= Rs (450.00 + 519.23) per MT = Rs 969.23 per MT

**ii. For variation -10% or above:**

Quoted Distance = 65 kms

Quote rates = Rs 900 per MT

Let the new distance = 55 kms

Rate for distance of 55 kms =  $(50\% \times 900) + (50\% \times (900/65) \times 55)$   
= Rs (450.00 + 380.77) per MT = Rs 830.77 per MT

2. The indicative distance for area to loading siding, mentioned above, is only for information and will not be used for any computations. NPL will measure the distance in reasonable & accurate manner for each area-siding combination and the same will be used for arriving rates of new area-siding combination/s.
3. Average distance for particular area siding combination will be arrived by taking average of distance of each mine covered in one area from the particular siding.
4. In case, for any reasons, the route is changed for any area-siding combination, the distance for that particular area-siding combination will also be changed. However, for computation of unit rates of new area-siding combination, original average distance measured by NPL will be considered.
5. NPL at its own option may go ahead for reverse e-bidding process for any new area-siding combinations between the qualified bidders within the validity period of the tender.
6. Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.
7. Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the bid document.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE IV-B: PRICE BID FORMAT-BCCL**

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

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

Dear Sir,

**Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL Command area.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL*" in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

Area	Indicative Colliery Group	Sampling by CIMFR is operational in Road Mode Lifting	Loading Siding	No. of Rakes loaded in last 6 Months by the bidder/ total	Indicative distance for area to loading siding (through RcR)	Transportation Charges including incidental Charges (through RcR)	GST	Rate Inclusive of GST (through RcR)
		(Yes/No)	(Siding Code)		(kms.)	(Rs/MT)	(Rs/MT)	(Rs/MT)
Barora	Muridih, Phularitant		DGSC					
Barora	Muridih, Phularitant		VAA					
Barora	Muridih, Phularitant		Sindri					
Katras	AKWMC , Katapahari		DGSC					
Katras	AKWMC , Katapahari		VAA					
Katras	AKWMC , Katapahari		Sindri					
Sijua	Sendra Bansjora, Nichitpur, Tetulmari		DGSC					
Sijua	Sendra Bansjora, Nichitpur, Tetulmari		VAA					
Sijua	Sendra Bansjora, Nichitpur, Tetulmari		Sindri					
Kusunda	Godhar, Dhansar		DGSC					
Kusunda	Godhar, Dhansar		VAA					
Kusunda	Godhar, Dhansar		Sindri					
Lodna	North Tisra, South Tisra, Jeenagora		DGSC					
Lodna	North Tisra, South Tisra, Jeenagora		VAA					
Lodna	North Tisra, South Tisra, Jeenagora		Sindri					
Barora	Muridih, Phularitant		DGSC					
Barora	Muridih, Phularitant		VAA					
Barora	Muridih, Phularitant		Sindri					
Sudamidih Washery			DGSC					
Sudamidih Washery			VAA					
Sudamidih Washery			Sindri					

**Note:**

1. Additionally, NPL may ask selected Contractor to lift coal from any of the areas mentioned in this Annexure-IV-B through a siding proposed by selected Contractor and approved by NPL or vice versa. In such case, the transportation charges will be computed as follows:
  - a) For variation in distance within +/- 10% of the quoted distance for other area-siding combination (within same area), same rate will be applicable for the new area-siding combination.
  - b) In case the variation in distance is equal to or more than 10% w.r.t. the quote distance for other area-siding combination (within same area), the transportation charges will be arrived as follows:
    - i. 50% of the quoted transportation charge will be treated as fixed component and will remain constant for the complete tender period.
    - ii. Balance 50% of the quoted transportation component will be treated as variable component and will be adjusted on pro-rata basisFor new area-siding combination, the transportation charges will be arrived as sum of transportation charge fixed component + transportation charge variable component

**For example:**

Let the quoted transportation charges are Rs 900 for distance of 65 kms for one area. For change in distance for another area-siding combination up to 10% i.e. between 58.5 kms to 71.5 kms, there will not be any change in the quoted unit rates. For change in distance for another area-siding combination for more than 10%, the rates will be calculated as follows:

**i. For Variation +10% or above:**

Quoted Distance = 65 kms

Quote rates = Rs 900 per MT

Let the new distance = 75 kms

Rate for distance of 75 kms =  $(50\% \times 900) + (50\% \times (900/65) \times 75)$   
= Rs (450.00 + 519.23) per MT = Rs 969.23 per MT

**ii. For variation -10% or above:**

Quoted Distance = 65 kms

Quote rates = Rs 900 per MT

Let the new distance = 55 kms

Rate for distance of 55 kms =  $(50\% \times 900) + (50\% \times (900/65) \times 55)$   
= Rs (450.00 + 380.77) per MT = Rs 830.77 per MT

2. The indicative distance for area to loading siding, mentioned above, is only for information and will not be used for any computations. NPL will measure the distance in reasonable & accurate manner for each area-siding combination and the same will be used for arriving rates of new area-siding combination/s.

3. Average distance for particular area siding combination will be arrived by taking average of distance of each mine covered in one area from the particular siding.
4. In case, for any reasons, the route is changed for any area-siding combination, the distance for that particular area-siding combination will also be changed. However, for computation of unit rates of new area-siding combination, original average distance measured by NPL will be considered.
5. NPL at its own option may go ahead for reverse e-bidding process for any new area-siding combinations between the qualified bidders within the validity period of the tender.
6. Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.
7. Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the bid document.

Signature:.....

Name:.....

Designation:.....

## ANNEXURE IV-C: PRICE BID FORMAT-MCL

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

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

Dear Sir,

#### **Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from MCL Command area.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL*" in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

S No.	Name of Colliery	Proposed Railway Siding	Distance Slab (S); km (from mine to siding)	Coal Evacuation Charges (CEC)				
				Fixed CEC	GST on Fixed CEC	Variable CEC	GST on variable CEC	Total CEC
				(Rs / MT)	(Rs / MT)	(Rs / MT)	(Rs / MT)	(Rs / MT)
				A	B	C	D	A+B+C+D
1	Kulda Vasundhara							
2	Hingula							
3	Belpahar							
4	Lakhanpur							
5	.....							
6	.....							

#### **Note:**

1. The quoted price should be inclusive of all applicable taxes and duties except GST which is mentioned separately in price bid. GST will be paid extra on prevailing rates directly by NPL; however, any variation in GST during the contract period shall be paid as actual.
2. Contract Value is the Total Coal Evacuation Charges payable for Awarded/Contracted Quantity in accordance with the terms of the Agreement. The price will remain firm throughout the contract period.
3. Additionally, NPL may ask selected Contractor to lift coal from any of the collieries mentioned in Annexure-IV-C through a siding proposed by selected Contractor and approved by NPL or vice versa. In such case, Variable Coal Evacuation Charge (VCEC) will be adjusted pro-rated based on every 5 km change in distance between colliery and selected railway siding; Fixed Coal Evacuation Charge (FCEC) will be same as quoted in Price bid table.



Example: If the quoted distance is 20 km and VCEC is INR P / tonne then price will not vary between 20-24 km, if the new distance between siding and colliery is 25 km then the Revised VCEC (RVCEC) shall be  $P/20 \times 25$  INR / tonne; similarly the price will remain unchanged if reduction in distance is up to 16km. At 15 km the price shall be  $P/20 \times 16$  INR/tonne.

4. NPL will have the right to assess the reasonability of FCEC & VCEC separately based on NPL's own estimate. NPL reserves the right to ask to revise the FCEC and/or VCEC or discard the bid of individual bidder or scrap the entire bid; NPL's decision in this regard shall be final and binding
5. All penalties shall be imposed based on Contract Value derived from Total Coal Evacuation Charge (CEC).
6. *Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.*
7. *Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.*

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the bid document.

Signature:.....

Name:.....

Designation:.....

## ANNEXURE IV-D: PRICE BID FORMAT-NCL

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

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

Dear Sir,

#### **Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from NCL Command area.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL*" in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

S No.	Name of Colliery	Proposed Railway Siding	Distance Slab (S); km (from mine to siding)	Coal Evacuation Charges (CEC)				
				Fixed CEC	GST on Fixed CEC	Variable CEC	GST on variable CEC	Total CEC
				(Rs / MT)	(Rs / MT)	(Rs / MT)	(Rs / MT)	(Rs / MT)
				A	B	C	D	A+B+C+D
1	Jayant Spur-I							
2	Bina							
3	Jayant							
4	Dudhichua							
5	.....							
6	.....							

#### **Note:**

1. The quoted price should be inclusive of all applicable taxes and duties except GST which is mentioned separately in price bid. GST will be paid extra on prevailing rates directly by NPL; however, any variation in GST during the contract period shall be paid as actual.
2. Contract Value is the Total Coal Evacuation Charges payable for Awarded/Contracted Quantity in accordance with the terms of the Agreement. The price will remain firm throughout the contract period.
3. Additionally, NPL may ask selected Contractor to lift coal from any of the collieries mentioned in Annexure-IV-D through a siding proposed by selected Contractor and approved by NPL or vice versa. In such case, Variable Coal Evacuation Charge (VCEC) will be adjusted pro-rated based on every 5 km change in distance between colliery and selected railway siding; Fixed Coal Evacuation Charge (FCEC) will be same as quoted in Price bid table.

Example: If the quoted distance is 20 km and VCEC is INR P / tonne then price will not vary between 20-24 km, if the new distance between siding and colliery is 25 km then the Revised VCEC (RVCEC) shall be  $P/20 \times 25$  INR / tonne; similarly the price will remain unchanged if reduction in distance is up to 16km. At 15 km the price shall be  $P/20 \times 16$  INR/tonne.

4. NPL will have the right to assess the reasonability of FCEC & VCEC separately based on NPL's own estimate. NPL reserves the right to ask to revise the FCEC and/or VCEC or discard the bid of individual bidder or scrap the entire bid; NPL's decision in this regard shall be final and binding
5. All penalties shall be imposed based on Contract Value derived from Total Coal Evacuation Charge (CEC).
6. *Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.*
7. *Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.*

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the bid document.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE V: VENDOR IDENTIFICATION FORM**

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

<b>Name of the Vendor</b>			
<b>Introduced By</b>			
<b>Registered Office Address</b>			
<b>PIN Code No.</b>			
<b>Address for Communication</b>			
<b>PIN Code No.</b>			
<b>Contact Persons</b>			
<b>Phone No: Office</b>			
<b>Mobile</b>			
<b>Fax</b>			
<b>E-mail address</b>			
<b>Type of Company</b>	<input type="checkbox"/> Proprietary	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Private Ltd	<input type="checkbox"/> Public Ltd	
	<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others (Specify)	
<b>Category</b>	<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)	

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

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

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

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

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

<b>Any other information:</b>

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

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

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

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

**Code of Conduct**

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

**DECLARATION BY THE DIRECTOR/ PARTNER/ 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 VI: CODE OF CONDUCT FOR INTEMEDIARIES INCLUDING CONSULTANTS / AGENTS  
/ BUSINESS PARTNERS / VENDORS**

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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 VII UNDERTAKING FORMAT**

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

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

Signature & Seal

Name

**ANNEXURE VIII PERFORMANCE CERTIFICATE FORMAT**

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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:** Performance certificate for **Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL**

This is to certify that *(name of the bidder)* having registered office at *(address of the bidder)*, having bidder plant at *(address of bidder plant)* has carried out the work of **ROM coal lifting, co-ordinating , road transportation , rake loading & Delivery up to plant for the coal** allocated by BCCL/CCL/MCL/NCL 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	Quantity delivered (MT)	During the period

Performance of the work executed by the Bidder 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 IX: GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

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**“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.

**“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 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.

**“DO/SO”** shall mean delivery order/sales order that coal company issues once coal value is paid

**“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, co-ordinating 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 Bharat Coking Coal Limited (BCCL), South Eastern Coalfields Limited (SECL), Central Coalfields Limited (CCL), Mahanadi Coalfields Limited (MCL), Northern Coal Fields (NCL) from any of its mines.

**“Scope of Work”** shall mean entire scope related to issue of all relevant documents, coordinating, lifting, transporting 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 sub-contractor for any other purpose other than those mentioned in this definition would require prior approval of NPL Head Fuel Sourcing.

**“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.

**“Batch/batch of rakes”** shall mean number of rakes received at NPL plant in one month.

**Notes:**

- i) 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.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.

- iii) Terms and expressions not defined herein 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.
- iv) 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**

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### Governing Law and Jurisdiction

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

## **3. ASSIGNMENT AND SUBCONTRACTING**

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

## **4. INDEMNIFICATION**

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

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

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

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

## **5. CONFIDENTIALITY**

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Confidential Information ("Confidential Information") disclosed by either Party under this Contract shall be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. Confidential Information shall not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's investment goals in India.

Receiving Party shall remain liable with regard to all parties who receive disclosing Party's Confidential Information from receiving Party. Neither Party shall be liable for disclosure or use of Confidential Information which:

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

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

## **6. FORCE MAJEURE**

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

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

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

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

- a. Acts of God including cyclone, flood, lightning, earthquake, landslide, or volcanic eruption or exceptionally adverse weather conditions which are in excess of the statistical measure for the last 100 years, affecting the operation of the Bidder or the performance of the Scope of Work under the Contract, but does not include drought or famine
- b. Fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- c. Chemical or radioactive contamination or ionising radiation, but does not include circumstances or causes of contamination or radiation brought into or near any location where the services are to be performed by the Contractor or those employed or engaged by the Contractor;
- d. epidemic, plague or quarantine; or
- e. Hostilities (whether declared as war or not), riot, revolution, rebellion, insurrection, act of terrorism, in each case involving the GoI, or the GoP or occurring in India; or
- f. Invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the GoI, or the GoP or occurring in India; or
- g. Strikes, lockout, boycotts or other industrial disturbances having a nation-wide impact in India.

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

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

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

#### **6.6. Performance Excused**

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

Provided that:

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

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

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

### **7. EVENT OF DEFAULTS**

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

In addition to any other Event of Default appearing in any other provisions of this Bid Document, the following events 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; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt; Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- iii. Non-compliance to any relevant major requirement of BCCL/CCL/MCL/NCL/CIMFR/CIL/Govt. bodies.
- iv. Mixing of dolochar or any other ingredients in coal that are detrimental to NPL power plant operation / equipment.
- v. Diversion of 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 handling of ROM Coal
- viii. Contractor, in the judgment of the Owner has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's Personnel or representative (s) in the procurement process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPL and includes collusive practice among Contractors (prior to or after Contract submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition
- ix. Abandons and ceases its performance or repudiates the contract.
- x. Persistently fails to timely correct Defects and deficiencies in accordance with the terms of the Contract.
- xi. Does not execute the contract/LOI for entire quantity as required by NPL.



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

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

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

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

## **8. COMPLIANCE TO LAWS**

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### **Compliance of Labour Laws**

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

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

The Contractor shall comply with all the provisions of the law of land of Chhattisgarh and Punjab and any other state en-route in lifting, transporting the coal from mines to Loading Railway siding , rake loading and finally delivery to NPL plant that is mandatory in order to execute it's 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, BCCL/CCL/MCL/NCL, Indian Railways, local authorities.

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

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

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

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and Fuel Sourcing through mutual discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days notice to the other party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 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)/ in compliance with Supreme Court order of Civil Appeal no. 179 of 2017 as well as practical aspects/ good practices.

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

### **10.1. Insurance:**

#### **Insurance of coal stock at bidder:**

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

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

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

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
  - a. New India Assurance Co. Ltd.
  - b. United India Insurance Co. Ltd.
  - c. Oriental Insurance Co. Ltd.
  - d. Bajaj Allianz Insurance Co. Ltd.
  - e. HDFC Ergo General Insurance Co. Ltd.
- ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance will not be cancelled or changed until the expiration of at least 21 days after written notice of

such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.

iii) **Remedy on Failure to Insure**

If Contractor fails to effect and keep in force the insurance, NPL may effect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contract.

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

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

The contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way 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 60 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 weighment 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 X: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY**

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

**ANNEXURE XI: FORMAT FOR CAPTURING FEEDBACK BY TSC**

Bidder:.....	Customer 1: .....	Customer 2: .....	Customer 3: .....
Date of collection			
Collected by			
Person contacted			
Mobile no			
Email address			
Knowing the bidder since (period)			
Overall rating: 1 to 10			
Incidents of lapsing of coal			
Incidents of pilferage of coal			
Incidents of mixing external materials in coal			
Incidents of diversion of coal			
Delivery performance Rating 1 to 10			
Quality performance Rating 1 to 10			
Any history of abandoning work			
Bidder's areas of strengths			
Bidder's areas of weaknesses			

Recommendation of TSC:

.....  
 .....  
 .....  
 .....

**ANNEXURE XII: FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID  
PROCESS**

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***(On Letter Head of Bidder)***

To,

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

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in Bid Process for Transportation of ROM Coal from Mine to NPL Plant through RCR mode**

This has reference to your NIT published in Times of India on \_\_\_\_\_. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with NPL in past.

We acknowledge that timely & safe transportation of coal without any pilferage / swapping / loss / lapse is key requirement and assure you that we will live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax nos:

Contact person(s):

Designation:

Contact details (incl email):

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

Any other information:

Yours faithfully,

For.....

Name of the Authorized Person Designation

**Note:**

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

**ANNEXURE XIII: FORMAT FOR INDICATING SUBSIDIARY**

*(On Letter Head of Statutory Auditors)*

**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

**Dear Sir,**

**Sub: Bid for "Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL"**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer from following sidings under the Package: "Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL/CCL/MCL/NCL" in full conformity with the Scope of work and specifications at Vol. III of the said Bid Documents.

<b>Sl. No.</b>	<b>Subsidiary</b>	<b>Mine Group</b>	<b>Siding</b>
01			
02			
03			
04			

Yours faithfully,

*(Signature and stamp of any authorized representative)*

Name:

Date:

Place:

Please also affix common seal of Bidding Company

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

Name:

Date:

Place:

*(Note: This will be used to decide on QR thresholds prior to opening of price bids)*



**ANNEXURE XIV: Declaration for Loading Siding**

*(To be 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: 214

Dear Sir,

**Sub: Declaration regarding loading sidings for where offer is being made under the Bid No.....**

I ....., authorized person of....., hereby declare that sidings/good sheds from where offer is being made under this tender, is not under control of any other single party. We further confirm that we have made in-depth assessment regarding load-ability of coal from these sidings for the quantity being offered to NPL for the required period.

We agree to NPL that our inability to load coal from the quoted sidings, will be considered as a material breach of the requirement under this tender and further agree that NPL is at full liberty to initiate action as appropriate.

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

## Annexure XV: Format 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 will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s ..... (Insert name of Bidder) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the "Bidder" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Transportation of ROM Coal from Mine to NPL Plant through Road Cum Rail (RcR) Mode from BCCL, CCL, MCL and NCL Command Areas**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores Only)(*as per Cl.no..... of PO no.....dated....., insert as applicable*), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

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

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

NPL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. NPL will also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Bidder or any other course or remedy or security available

to NPL. The Bank will not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

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

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

This Bank Guarantee is governed by the laws of India.

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

Witness:

\_\_\_\_\_  
Signature  
Name  
Office Address

\_\_\_\_\_  
Signature  
Name  
Designation with bank Stamp  
Attorney as per  
Power of Attorney Number:  
Date:

Note:

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

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

**Annexure XVI: Annexure for Declaration of subsidiaries**

(On the letter head of the bidder)

To,

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

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

**Sub: Declaration of subsidiaries under current Tender.**

**Dear Sir,**

With reference to Volume-I, Clause-2, Note-8 i.e. Bidder can sub-contract the work to its current and future subsidiary after taking approval from NPL, we wish to inform you that we are participating in the Tender process by the name of M/s \_\_\_\_\_.

We hereby declare that following organizations are our subsidiaries and we have more than 50% stake in the organizations mentioned below.

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this tender document **NPL/Road Mode/2018-19/027 and all subsequent revisions/ addendums/ amendments.**

Thanking you,  
Yours faithfully

For .....

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:

Date:

Place:

## ANNEXURE XVII: REVERSE E-BIDDING PROCESS

- a. As per provisions of Volume-I, NPL will proceed with Reverse bidding after opening of price bids of the qualified bidders. NPL is no under obligation to declare the lowest price from bids submitted as ceiling price for start of reverse e-bidding and suitably may decide ceiling price for start of reverse bidding.
- b. Preferably three bidders (L1, L2 & L3) will be permitted to participate in reverse e-bidding process.
- c. Bidders will be allowed to participate for reverse e-bidding, only for the mine-siding combinations offered in price bid in stage-III for BCCL/CCL/MCL/NCL Coalfields.
- d. Bidders don't have to travel to NPL Plant for reverse e-bidding and can participate in the reverse e-bidding process from their preferred area. All requirements of reverse e-bidding including laptop/computer, internet connection, registration at the service provider portal will be done by the bidder at his own cost.
- e. NPL shall not be responsible for any delay in submission of bids during reverse e-bidding process. No correspondences, whatsoever, will be entertained by NPL w.r.t. non-submission of bids during reverse e-bidding process.
- f. Training will be provided to all qualified bidders w.r.t. Reverse e-bidding process before start of bidding process. The reverse e-bidding will be conducted based on landed Rs/MT cost to NPL for each mining-siding combination.
- g. The reverse E-bidding process shall be conducted as follows:
  - i. Decremental step shall be Rs 10 per MT
  - ii. Cycle time is 45 minutes. If any Bidder makes a Bid during last 5 min of the cycle time, then another 5 minutes will be extended till conclusion of the auction/process and so on.
- h. The authorized representative of bidder/s will sign, stamp & submit the revised prices after completion of reverse e-bidding process.
- i. NPL prefers to have two Contractors per mine. To begin with, for a new contractor, a small quantity may be ordered as a trial quantity. As a prudent practice, NPL will maximise quantity order on L1 Bidder for a particular mine (or group of mines)-siding combination (limited to quantity offered by the Bidder) and then to L2 Bidder for balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by NPL in consultation with/as directed by appropriate authorities. The ordered quantity will be limited to offered quantity. However, this is not binding, if in NPL's opinion this is not in its interest and NPL may decide as deemed fit. In case quantities to be handled in a particular month are lower than the minimum quantity that is required to be handled as above, NPL may decide not to split the quantity for that month. In the event, the bidder is not successful in completing the trial order to the satisfaction of NPL, PO may be short closed and appropriate cost may be recovered from the payable/s to the contractor or from Performance Security Amount.
- j. NPL reserves the right to withdraw the reverse e-bidding at any time without assigning any reason.
- k. NPL reserves the right to reject any bid, irrespective of being lowest, without disclosing any reason