

Addendum-I

Date: 25.06.2019

Ref. Document No.: NPL/Alt Coal/2019-20/032, Rev. No.1 dated 18-06-2019

Clarifications/changes of minor nature have been made to the above referred document. Revised callouts are as under. This addendum is an integral part of the above referred tender document

1. Validity Table (Clause. 5, Doc No. NPL-FCS-BID-IMP-05-R1 dated 18-06-2019):

SL NO	DOCUMENT	VALUE (RS.)	VALIDITY
01	EMD	1,00,00,000	25th March 2020
02	CPS	2,00,00,000	90 days beyond scheduled despatch of last rake or settlement of dues, if any, whichever is later.
03	PRICE BID	As per format in Annexure-IV (as appropriate for various options)	The price bid will remain valid till 25th March 2020 to place order at any point of time within this validity period.
The validity of price bid may be extended for supplies beyond 31st March 2020 based on mutual agreement between NPL and Bidder. However, implementation of the same can be post approval from appropriate authorities.			

2. Basis of bidding and Option (Clause. 8, Doc No. NPL-FCS-BID-IMP-08-R1 dated 18-06-2019):

C. Firm ocean freight: Ocean freight will be firm throughout the contract period in USD/Mt and variation **only** on account of exchange rate will be provided.

D. Marine Insurance **will remain firm** throughout the period of contract.

G. Standard/ Nominal Railway freight (indicating the loading railway siding and freight slab) from indicated loading Railway siding to NPL Railway siding (NPSB).

Note:

- (i) Change in loading Railway siding may be done with adequate justification and with prior approval from NPL and consequential change in Railway freight, payment shall be restricted to standard Railway freight for the siding indicated in offer or actual Railway freight whichever is **lower**.
- (ii) **Railway freight** will be eligible for variation in GST and revision of Railway freight by Indian Railways on the date of supply. Double taxation if any shall be to the account of bidder.

8.2, Taxes, duties and any financial Government levies under Applicable Law and foreign laws on any account which were applicable at the time of bidding but inadvertently omitted by the Bidder are deemed to have been included in the quoted price. Any new tax or duty which were not applicable and imposed by Government under Applicable Laws post this bidding process, the same will be admissible for payment. Any taxes and duties which are reduced or withdrawn, Contractor/Bidder to pass on the consequential benefit to NPL through reduction from the quoted price.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. **It is clarified that foreign laws and changes thereto are not applicable under this tender.**

8.12, Methodology of FOB Price variation for supply and payment of imported Coal.

I. FOB coal price Indexation and Indices:

Type of Coal	Index to be followed	Publication
5700 GAR	API 3, 5500 NAR	Argus/McCloskey's Coal Price Index Report

3. BID OPENING AND EVALUATION METHODOLOGY (Clause. 10, Doc No. NPL-FCS-BID-IMP-10-R1 dated 18-06-2019)

10.1 Evaluation of PRICE BID

The successful bidders will be bound to accept Lol(s)/Contract(s)/PO(s), issued pursuant to this Bidding process. Failure to do so will be construed as withdrawal of the Bid by successful Bidder and will result in consequences for withdrawal of the Bid including but not limited to **forfeiture** of EMD. In such event NPL will also be free to enter into a contract with any other bidder participating in the process.

10.5 Stage-3- The price bids of qualified bidders, shall be opened in presence of NPL representative and PSPCL representative (if available) and Bidders representative in accordance with the timelines either at NPL office or at PSPCL office.

4. NEGOTIATIONS AND AWARD OF CONTRACT (Clause No. 11, Doc No. NPL-FCS-BID-IMP-11-R1 dated 18-06-2019)

11.3 if for any reason the Bid of the successful bidder(s) is rejected or Lol/PO issued to such successful Bidder(s) is cancelled, NPL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.

5. CONTRACT PERFORMANCE SECURITY (CPS) (Clause No. 12, Doc No. NPL-FCS-BID-IMP-12-R1 dated 18-06-2019)

Within 10 Working Days of Award of Contract/**Release of Lol/PO as applicable**, the successful bidder shall furnish CPS of Rs 2 Crore to NPL.

6. CONTRACT QUANTITY AND SCHEDULE OF SUPPLY (Clause No. 13, Doc No. NPL-FCS-BID-IMP-13-R1 dated 18-06-2019)

13.1. Contract Quantity

Imported coal of 5700/5000 GAR: up to 6 lakh Metric Tons uniformly distributed with weekly delivery schedule throughout the period till 31st March 2020 **or beyond as per mutual agreement as per clause 5.0**, tentative schedule is as under. NPL at its own option may change the schedule as desired and will communicate through weekly schedule letter.

7. SCOPE OF WORK AND TECHNICAL SPECIFICATION (Clause No. 14, Doc No. NPL-FCS-BID-IMP-14-R1 dated 18-06-2019)

Coal Specifications-Option-A1 5700 GAR Base GCV

Note 1: In case of evidence of slagging/fouling, further supplies of that coal may be suspended

Note 2: See Clause 15 for more details for computations.

Coal Specifications-Option-A2 5000 GAR Base GCV

Note 1: In case of evidence of slagging/fouling, further supplies of that coal may be suspended

Note 2: See Clause 15 for more details for computations.

8. PRICE BID FORMAT FOR A1 COAL (Doc No. NPL-FCS-BID-IMP-37-R1 dated 18-06-2019)

ANNEXURE IV-A: PRICE BID FORMAT

Nabha Power Limited – Price Bid

(On Letter Head of Bidder)

To,

Mr. Devendra N. Arolkar

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

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

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **NPL on FOR delivered to NPL plant at delivery point basis- Base GCV 5700 GAR.**

Having examined the Bid Documents No. **NPL/Alt Coal/2019-20/032** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above-named Package: "Supply of Up to 6.0 Lakh Metric Tons Non-Coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

SL. NO	PARTICULARS	UOM	
a.	Offered quantity	(in Metric Ton)	
b.	Published Index (API3 5500 NAR) on preceding Friday of due date for bid submission (Variable)	(USD /MT)	
c.	Discount on index (Firm)	(USD /MT)	
d.	Ocean Freight (Firm)	(USD /MT)	
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)	
f.	Sub total - I, f = (b – c + d) X e	(Rs /MT)	
g.	Marine insurance -Firm	(Rs /MT)	
h.	Total Customs duty (details to be furnished) (Variable)	(Rs /MT)	
i.	Discharge Port stevedoring, port handling, interacting, logistics up to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)	
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB. (Variable)	Freight (Rs/MT)	
		Freight Distance	
		Loading siding	

k.	Sub Total – II, (f + g + h + i + j) (Variable as applicable)	Amount (Rs/MT)	
l.	GST @ 5% on (k) Tax rate (Variable as applicable)	Amount (Rs/MT)	
m.	GST Compensation CESS (Variable)	RS/MT	
n.	Landed Cost to NPL (k + l + m)	(Rs/MT)	
o.	<u>Landed Cost to NPL (n/5700)</u>	<u>(Rs/Mcal)</u>	

Note:

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

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the Clause 5 (Validity Table).

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

Signature:.....

Name:.....

Designation:.....

9. PRICE BID FORMAT FOR A2 COAL (Doc No. NPL-FCS-BID-IMP-38-R1 dated 18-06-2019)

ANNEXURE IV-B: PRICE BID FORMAT

Nabha Power Limited – Price Bid

(On Letter Head of Bidder)

To,

Mr. Devendra N. Arolkar

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

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

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **NPL on FOR delivered to NPL plant at delivery point basis- Base GCV 5000 GAR.**

Having examined the Bid Documents No. **NPL/Alt Coal/2019-20/032** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above-named Package: "Supply of Up to 6.0 Lakh Metric Tons Non-Coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

SL. NO	PARTICULARS	UOM	
a.	Offered quantity	(in Metric Ton)	
b.	Pro-rata of published Index (API3 5500 NAR) on preceding Friday of due date for bid submission (as per clause 8.A)(Variable)	(USD /MT)	
c.	Discount on index (Firm)	(USD /MT)	
d.	Ocean Freight (Firm)	(USD /MT)	
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)	
f.	Sub Total - I , $f = (b - c + d) \times e$	(Rs /MT)	
g.	Marine insurance -Firm	(Rs /MT)	
h.	Total Customs duty (details to be furnished) (Variable)	(Rs /MT)	
i.	Discharge Port stevedoring, port handling, interacting, logistics up to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)	
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB. (Variable)	Freight (Rs/MT)	
		Freight Distance	
		Loading siding	
k.	Sub Total – II, $(f + g + h + i + j)$ (Variable as applicable)	Amount (Rs/MT)	

l.	GST @ 5% on (k) Tax rate (Variable as applicable)	Amount (Rs/MT)	
m.	GST Compensation CESS (Variable)	RS/MT	
n.	Landed Cost to NPL (k + l + m)	(Rs/MT)	
o.	<u>Landed Cost to NPL (n/5000)</u>	<u>(Rs/Mcal)</u>	

Note:

- iii. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.***
- iv. ***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 5 (Validity Table).

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

Signature:.....

Name:.....

Designation:.....

10. ANNEXURE XIV GENERAL TERMS AND CONDITIONS (Doc No. NPL-FCS-BID-IMP-30-R0 dated 30-03-2019)

1. DEFINITIONS

“Government” shall refer to Government of India or applicable State Governments in India. (added)

11. ANNEXURE XVII QUANTITY DETERMINATION AT PLANT (Doc No. NPL-FCS-BID-IMP-33-R0 dated 30-03-2019)

1.1 Weighment of rakes will be carried out on In Motion Weighbridges (for tare and gross) at NPL. Net weight = Gross weight less the Tare weight as measured at NPL at In Motion Weighbridge.

12. ANNEXURE XVII QUALITY DETERMINATION AT PLANT (Doc No. NPL-FCS-BID-IMP-34-R0 dated 30-03-2019)

Clause 14 stands deleted.