



***Nabha Power Limited***

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

**Document No.: NPL/Washed Coal/2020-21/034**

**Rev No-0 Dated 05-Feb-2020**



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

**Communication Address:**

P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-1762-277252 Ext. 244  
Fax +91-1762-277256  
E-mail: [Afroz.Ali@Larsentoubro.com](mailto:Afroz.Ali@Larsentoubro.com)

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## **GENERAL TERMS AND DISCLAIMERS**

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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. 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.
3. 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.
4. Bidder shall inspect and examine the infrastructure at mine, at Washery and at NPL and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid such as the type and number of equipment and facilities including transportation 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.
5. 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.
6. 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 NPL any time before the due date of opening of the tender. Notice of such change will be uploaded on NPL's website [www.lntpowerdevelopment.com/media/npl-announcements](http://www.lntpowerdevelopment.com/media/npl-announcements). Bidders are required to visit the website and keep abreast of any such changes.
7. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within timelines and is in no way bound to implement any/all suggestions.

8. NPL reserves the right to abandon the tender process resulting in non-award of contract to any party against this tender process, if the prices discovered prove to be uneconomical/not beneficial to the overall interest of NPL or higher than comparable industry benchmarks. In such cases, the EMD will be refunded to the Bidders post internal deliberation of NPL and conclusion of the process. NPL's decision in this regard shall be final and binding to all the Bidders. EMD will not earn interest at any point of time.
9. It shall not be binding on NPL to accept the lowest or any bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole tender or any part of the tender.
10. NPL reserves the right at its sole discretion to cancel or amend the tender process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or 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.
11. The quantities may vary depending upon the decision of NPL and/or allocation of coal by SECL from time to time. NPL reserves the right to vary the quantity of ROM coal to be washed on month to month basis.
12. Bidder 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 Bidder.
13. Bidders shall comply with applicable requirements/policies of SECL/CIL/Indian Railways/MoEF&CC related to release and handling of coal during the tenure of the contract.
14. **Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.**
15. Bidder to comply with requirements related to deployment of CIMFR/TPA by NPL for sampling and testing at loading/un-loading points.
16. Unless otherwise specified, reference to any document that is required to be submitted implies that the same has to be submitted in original.
17. NPL also reserves its right to make Changes/ amendments to PO.
18. **Important Timelines:**

Date	Event
5 <sup>th</sup> February 2020	Publishing of NIT in newspapers and on NPL website
5 <sup>th</sup> February 2020	Date of availability of Bid document at NPL website
15 <sup>th</sup> February 2020	Last date for downloading of Bid Document from NPL Website and receipt of comments/suggestions(latest by 18:00 hrs)
19 <sup>th</sup> February 2020	Issue of Revised Bid document
28 <sup>th</sup> February 2020	Last date for expressing interest as per the prescribed format (latest by 18:00 hrs)
02 <sup>nd</sup> March 2020	Physical Submission of the bid by 11:00 Hrs.
02 <sup>nd</sup> March 2020	Opening of Technical Bid at 11:30 Hrs. at Rajpura
02 <sup>nd</sup> March 2020	Opening of Price Bids at 14:30 Hrs. at Rajpura ( <i>depending upon number of Bidders and subject to completion of Technical Evaluation</i> )

**Note:**

- (a) NPL reserves the right to amend the above schedules. Changes in the above (Date/Time/Venue), will be communicated to the bidders who have expressed preliminary interest and will also be uploaded on NPL website.
- (b) Interested parties must express their preliminary interest through the letter as per the Annex-XXII by the due date. **Revised/amended documents shall 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.

**1. GENERAL INFORMATION**

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**Nabha Power Limited (NPL)**, a wholly owned subsidiary of L&T Power Development Limited has been successfully operating 2 x 700 MW Super Critical Thermal Power Plant at Rajpura, Punjab since 2014. Efficient and Reliable power from NPL forms the backbone of power supply to the state of Punjab.

NPL is among the best running power plants of the country having the performance parameters at par with the most efficient power plants around the globe. The coal handling plant of NPL has state of art technology with crescent type wagon tippler supplied installed and commissioned by L&T Bulk Material Handling unit. The plant is designed to handle all types of coal including ROM with a capacity to handle coal to the tune of 18,000- 20,000 TPD.

NPL has received numerous awards and accolades such as Peabody Global Clean Coal Leadership award for High Efficiency and Sustainability, Mission Energy Foundation for Best Performing Thermal Power Plant, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Greentech Safety Award, Peabody Award for Heat Rate Leadership and Innovation, **IPPAI award for Best Thermal Power Generator**, PEDDA award for Energy Conservation, Mission energy foundation for efficient fly ash management, Greentech Platinum Safety Award-2018, Greentech CSR Gold Award-2018

NPL by virtue of being the lowest cost power producer in the state of Punjab remains on the top of the merit order, this has resulted in the plant operating at high Plant Load Factor (PLF); which is amongst the best in the industry.

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

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

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

## 2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the washery	Documents Required to be submitted
<b>Technical Qualification Requirements</b>	(A) Beneficiation Plant Technology & Spare Capacity	Heavy Media Cyclone/Heavy Media bath/Wet Jig/Drum technology & Availability of spare capacity of minimum 1 Lakh MT/Month for washing	Certification from Chartered Engineer or appropriate Govt. body. <i>Self-declaration of technology, project report and the flow diagram. Site assessment will be carried out by NPL for the washeries that have not carried out beneficiation work for NPL using acceptable technology as per this clause.</i> <i>Spare Capacity declaration in the format Annexure X</i>
	(B) Beneficiation Plant availability/ Readiness	Readiness of the plant for operation to meet NPL requirement on the date of Bid submission	Environment clearance, Valid Consent to Operate, Factory License & certificate from Chartered Engineer confirming readiness of the plant.
	(C) Railway Siding	Own railway siding /Leased/Good Shed	1.For owned Priority 'C' Railway siding, Bidder should submit final siding Agreement with the Indian railways as supporting evidence.  OR 2. If Priority 'C' railway siding is not owned by the Bidder, Bidder should submit valid lease Deed/ Co-User Agreement with the owner of the siding along with the certified true copy of agreement with Railway or No Objection certificate from the owner of siding, valid till contract period plus 4 months.  OR 3. In case of Good Shed, Bidder has to submit undertaking stating the siding name and has dispatched minimum 20 rakes in the last six months from that siding (from bid opening date).
	(D) Beneficiation experience including lifting & transportation (both inward & outward)	A) Minimum 7 Lakh MT of ROM Coal in any of the last three financial years for Independent Power Producer (IPP). Or B) Any state electricity Board or; C) Any Central Government Owned Company or D) Any state-owned company	Certificate from Statutory Auditors (backed up by certificates from reputed customers) as per Annexure-III (A)  Compilation of orders executed backed up by self-certified copies of orders from reputed customers as per Annexure-III (C)
<b>Financial Qualification Requirements</b>	(E) Average Annual Turnover of Bidder in preceding three Financial Years (FY 2018-19, 2017-18, 2016-17)	Rs. Fifty Crores	Turnover and Net worth duly certified by Statutory Auditors as per Annexure-III (B).
	(F) Average Net Worth of Bidder in preceding three Financial Years (FY	Rs. Twenty Crores	



#### Notes:

1. **Bidding through Consortium is not permitted.**
2. 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 certificate to this effect from its Statutory Auditors.
3. Existing Bidders shall provide an undertaking for having no dispute with NPL w.r.t the existing washing contract.

### 3. PREPARATION AND SUBMISSION OF BIDS

#### 3.1 PREPARATION OF BID: -

- 3.1.1 The main bid proposal envelope shall comprise of Cover-A, Cover-B & Cover-C, each of which shall be in a separate envelope. Details of the contents of Cover-A, Cover-B & Cover-C are as under:

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

		XIV. The documents required to demonstrate Technical qualification (Annex III-A).
		XV. <i>Siding agreement/Lease agreement to demonstrate usage of siding Indian railways.</i>

All of the above should be enclosed in an outer envelope/box (Main Envelope). Bidder shall also provide soft copy of all the documents mentioned in SI No 1, 2 & 3 in **pen drive**.

- 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 any computational error in landed cost, the element wise quoted price will be considered as correct bid.
- 3.1.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected. Any Bidder specifying conditions/suggestions may be debarred from participation in future bid process.
- 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. The prices shall be indicated in figures with landed price to be indicated in figures and words.
- 3.1.5 Price bid documents shall be legible and only printed version shall be accepted. Handwritten documents, erasures, overwriting and other changes on the price bid shall be liable for rejection.
- 3.1.6 The spare capacity dedicated to NPL may include Bidder’s washeries already operating and also washeries which are recently commissioned with availability of Commissioning Certificate from reputed Independent Chartered Engineer/Consultancy firm with availability of CTO (consent to operate) and Factory Licence on the Bid due date. For newly commissioned washeries, prior approval of NPL is required before release of contract.

### **3.2 CONFLICT OF INTEREST**

Bidder shall submit only one Bid. It is further clarified that any of the Parent/ Associate/ Affiliate/ ultimate Parent of the Bidder shall not separately participate directly or indirectly in the same bidding process.

A Bidder shall not have conflict of interest that affects the Bidding Process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process in the event of followings:

- (a) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Members or any Associate thereof; or
- (b) Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same bid.
- (c) Such Bidder has the same legal representative for purposes of their offer as any other participating Bidder for the Bidding process in consideration;

However, bidder may indicate its subsidiaries/related parties as per Annexure-XIV. NPL may place order on the related party/subsidiary of the Bidder subjected to terms & conditions of the Tender document based on bidder's request. However, in case of default of by any related party of the bidder, the default shall be deemed to be a default on the part of the Bidder and to all of its related parties carrying out work under this tender.

### **3.3 SUBMISSION OF BID: -**

- 3.2.1** Bidders shall submit their Bids at the following address by the date and time mentioned in Clause 18 of General Terms and Disclaimers.

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

- 3.2.2** The Bidders shall send their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach NPL at the specified address on or before the Bid Due Date & Time. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.
- 3.2.3** NPL shall not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered/lost or damaged during transit by post/courier. Any Bid received after the time specified for receipt of bids is liable to be rejected. However, NPL at its discretion may extend the timelines for any reasonable cause.

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

- 4.1.** The envelope B will be opened in the presence of NPL, Bidder's authorised representative and PSPCL's representatives (if deputed) as per the timelines specified.
- 4.2.** The Envelope "B" shall be opened and evaluated for "Responsiveness" as per the following chart:

SL NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Does the main envelop contain Cover "A", "B" and "C"?				
2	Does the Cover "B" contain original EMD, POA and covering letter as per Annexures of the bid document?				
3	Is the EMD is of required amount and having required validity?				
4	Is the EMD BG/DD operative at Rajpura/Chandigarh?				
5	Is the POA as per specified format?				

6	Is the Covering letter as per specified format?				
7	Has the Bidder submitted "related party declaration" as per format?				
8	Has the Bidder submitted "no-conflict of interest" as per format?				
9	Is the Bid unconditional/non-suggestive?				

- 4.3.** Bids which are not complete in all aspects as stipulated above and/or without the /EMD are liable for rejection. NPL may at its discretion accept any non-material/ minor deviations. The right of decision whether any deviation non-material/ minor is reserved with NPL and PSPCL representative(s) (if deputed) for tender process.
- 4.4.** Non-financial bids (**envelope "C"**) will be opened for only those Bidders who meet the responsiveness requirements.
- 4.5.** After opening envelope "C", Price bids (**envelope "A"**) of the qualified Bidders, who meet the qualification requirements, shall be opened in the presence of NPL, Bidder's authorised representative and PSPCL's representative(s) (if deputed) as per the timelines mentioned.
- 4.6.** If the price bids cannot be opened as per the schedule, the Qualified Bidders will be intimated in advance regarding the revised schedule for opening of the price bid.
- 4.7.** All documents submitted as a part of bidding process will become property of NPL and are not returnable.

**Note:** NPL reserves the right to verify the authenticity of the documents submitted for 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 to verify Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate with NPL. NPL may also carry out assessment of the beneficiation plant prior to qualifying any Bidder or prior to placement of Purchase order. Bidders are expected to whole heartedly cooperate with such assessment. In case NPL desires to verify copies with originals that are not submitted, Bidder is required to make them available at NPL premises.

**4.8. Evaluation for Qualification:**

The Bids will be evaluated for Technical Qualification as per Clause 4.2 and 3.1.1 above

**4.9. Evaluation of the Price Bid**

The Bids shall be evaluated based on lowest landed cost of washed coal delivered at NPL Plant (including cost of ROM coal, Railway freight and other associated costs including applicable taxes & duties) in Rs/MT.

**Notes:**

- (a) Bidder will submit single quotation for Korba area (irrespective of mine & siding) as per Annexure IV.
- (b) Bidder has the flexibility to lift ROM coal from any mine in Korba region/ use any washery for beneficiation process/ use any Railway Siding for dispatch of washed coal to NPL. However, no variation w.r.t. finally agreed landed unit rates will be borne by NPL.

Illustration: Let the L1 Bidder has quoted the price as per below mentioned table.

Sl No	Parameters	Rate (Rs/MT)	Case I- When Railway freight decreases due to change in siding	Case II- When Railway freight increases due to change in siding	Case III- When there is change in Washery
1	Cost of ROM Coal	2000	2000	2000	2000
2	Beneficiation Charges	100	100	100	100
3	Transportation charges from mine to washery (Including loading charges at mine & unloading charges at washery) (Rs/MT of ROM Coal)	50	50	50	50
4	Washed Coal Transportation (C) = (A) Transportation from Washery to Siding (Including loading charges at washery & unloading charges at siding & loading charges into wagon/ rakes) + (B) Railway freight up to NPL (including Originating Terminal Charges (OTC), if any) (Rs/MT of Washed Coal)	$C=A+B$ $=2800$ $=200+2600$	$C=A+B$ $=2800$ $=300+2500$	$C=A+B$ $=2800$ $=100+2700$	$C=A+B$ $=2800$ $=300+2500/100+2700$
5	Rebate on Rejects	350	350	350	350
6	Quoted YRF	3%	3%	3%	3%
7	Yield (Considering reduction in 4% ash)	88%	88%	88%	88%
8	Landed Cost (Rs/MT of Washed Coal) = $((1+2+3-5)/7+4)$	4745	4745	4745	4745

- (c) The Bidder will indicate three primary loading sidings from where the coal may be dispatched. For any increase in the base Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be borne by NPL. For other loading sidings, the differential increase will be borne by the Contractor.

d) As clarified above, permission to change the Loading Siding/Washery will be granted with no increase/decrease in Landed cost.

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

NPL reserves the right to negotiate with the Bidders in consultation with PSPCL to match L1 rates.

- a) Single or multiple Contract(s)/PO(s) can be awarded to successful Bidder/s under the terms of this bid document.
- b) NPL at its option may release the Contract(s) /PO(s) without going through LOI stage.

## **6. BID CURRENCY AND VALIDITY**

- 6.1. The Bidder shall quote the prices in Indian Rupees (INR) 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. Bid validity can be extended further by mutual agreement.

## **7. EARNEST MONEY DEPOSIT**

The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of an unconditional & irrevocable Bank Guarantee as per the format given in Annexure VI (or) through a Demand Draft in favour of Nabha Power Limited.

Note: EMD BG submitted should be initially valid as per validity table in Clause 9 of Volume -1. No interest is payable to the Bidders on EMD.

- 7.1 EMD will be returned to the 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/ Not qualified
Within 10 working days after acceptance of PO and submission of CPBG whichever is later	Within 1 month from the date of bid opening	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.

NPL shall have the right to encash and 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 fact(s) 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 or influence the tender process.

4. If the Successful Bidder fails to give the acceptance of Letter of Intent (LOI)/ Purchase Order within the specified time limit
5. If the Successful Bidder fails to sign the Contract within the 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 CPBG may be encashed and forfeited by NPL and Contract if awarded may be annulled. NPL may also take other actions as appropriate including blacklisting and debarring the Bidder from current and future participation.**

## **8. PERFORMANCE SECURITY**

- 8.1** Successful Bidder shall submit an unconditional & irrevocable **Contract Performance Bank Guarantee (CPBG) of amount Rs. 20 Cr. as per Annex-V.**
- 8.2** CPBG shall be maintained throughout the tenure of the contract as a security for satisfactory performance of the Contract/ PO(s). In case of any unsatisfactory performance, NPL may invoke the CPBG either in full or in part as the case may be. The Bidder shall have to submit a fresh CPBG or replenish the amount so invoked within 2 (two) weeks of such invocation and intimation from NPL for the same to the Bidder. If Bidder fails to submit the fresh BG or replenish the shortfall amount within the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for supplies already made to the extent of CPBG replenishment required.
- 8.3** The Contract Performance Bank Guarantee shall be valid as per validity table in clause 9 of Vol-I or till the extended validity, as the case may be and renewed at least 30 days prior to its expiry.
- 8.4** The CPBG shall be returned to the Bidder after the settlement of final bill, after deducting any amount due to NPL from the Bidder. No interest shall be payable to the Bidder on the amount of CPBG.

## **9. BID VALIDITY TABLE**

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 2,00,00,000 (Rs Two Crore Only)	Till 31 <sup>st</sup> March'2021 EMD will be refunded to the Bidder as per table mentioned in clause No. 7.1
Price Bid	As stated in Annexure-IV	Throughout the validity of contract
Performance Security (CPBG)	As mentioned in 8.1	180 days beyond PO tenure.

**1. CONDITION PRECEDENT, PERIOD OF CONTRACT AND ALLOCATION STRATEGY****1.1 Condition Precedent:**

- (a) **Bidder's condition precedent:** washery approval by SECL as per the requirements of Applicable Laws.

**1.2 Period of contract:**

The Contract will commence on the date of issuance of LOI/PO. The Contract shall be valid until the entire coal allocated to NPL for one year ( from April 2020 to March 2021) is received at NPL Plant. Contract may be extended for the coal allocated for the next year (from April 2021 to March 2022), with mutual agreement between NPL and Bidder with the consent of PSPCL.

**1.3 Allocation:**

- a) NPL intends to appoint multiple contractors in the interest of supplying continuous power to PSPCL and to meet extent MoEF&CC norms. Negotiations will be carried out with L1 Bidder and subsequently negotiations will be carried out with L2/L3/L4... bidders (**in the same order**) and so on to match the L1 price. NPL may release orders to multiple Bidders at the **L1 price or their respective negotiated price**.
- b) Contractors are bound to accept allocation of coal for the entire minimum spare capacity declared by them in Annexure X of the Bid documents.
- c) For any additional coal allocation beyond the declared spare capacity, the Contractors will be consulted for such additional quantity allocation prior to submission of monthly allocation of ROM coal to SECL, through washery mode.
- d) Allocation of quantity per month to Contractors will follow a bucket filling approach.
- e) After first month allocation, all subsequent months' allocation will be based on performance.
- f) In case the performance of any Contractor is not found satisfactory by NPL, their monthly allocated quantity may be reduced by any extent, as deemed fit by NPL, and the same will be transferred to other Contractor(s). First month allocation will be carried out in the following manner for the quantity of ROM coal to be washed:

Contractor Rank	First Month Allocation to the Contractor
L1	Upto 70% of MSQ or as per spare capacity whichever is lower
L2	Upto 50% of MSQ or balance of MSQ or as per spare capacity whichever is lower
L3	Upto balance quantity of MSQ or as per spare capacity whichever is lower
L4/L5...	Balance Qty of MSQ

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

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



**2.2 Price Variation:** Statutory variation (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

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

**2.4 Price Variation:** The prices will remain firm & binding and are not subjected to any variations for any reasons, whatsoever during the tenure of the contract including the roll over period till entire allocated coal is materialized & received by NPL.

**2.5** For contract extension beyond 31<sup>st</sup> March 2021, annual escalation for the subsequent years will be provided as per the following:

S No	Basic Price element	Variation Principle	Indicative treatment
1	Beneficiation charges	Wholesale price index (WPI) & Consumer price index (CPI)	$P1 = P0 \times (0.70 \times A1/A0 + 0.30 \times B1/B0)$
2	(a) Transportation charges (for ROM coal from Korba coal mine to Washery and for washed coal from Washery to Loading Railway siding)  (b) Loading washed coal into the rake		$P1 = P0 \times (1 + (D1-D0)/D0)$ (However, the Escalation / De-escalation shall be allowed provided that the variation in the diesel prices is more than 1%)

Where:

P1: Revised rates after variation.

P0: Corresponding existing rates at the date of revision.

A1: All India Wholesale Price Index (Final) for all commodities as published by RBI for the preceding month from which new rates will be applicable

B1: All India Consumer Price Index (Final) for industrial workers as published by RBI for the preceding month from which new rates will be applicable

A0, B0: Corresponding values of the months for the previous year of All India Wholesale Price Index (final) for all commodities and All India Consumer Price Index (Final) for industrial workers respectively

D0: Monthly average diesel rate of Kolkata published on IOCL website ([https://www.iocl.com/Product\\_PreviousPrice/DieselPreviousPriceDynamic.aspx](https://www.iocl.com/Product_PreviousPrice/DieselPreviousPriceDynamic.aspx)) for the first month of the contract year

D1: Monthly average diesel rate of Kolkata published on IOCL website ([https://www.iocl.com/Product\\_PreviousPrice/DieselPreviousPriceDynamic.aspx](https://www.iocl.com/Product_PreviousPrice/DieselPreviousPriceDynamic.aspx)) for the twelfth month of the contract year

### **3. QUANTITY DETERMINATION**

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- 3.1 Weighment of rakes shall be carried out on in-motion weighbridges (for tare and gross) at NPL.
- 3.2 NPL shall provide copy of calibration certificates if requested by the Contractor. NPL shall undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology. In case of highly erratic weighment recorded at IMWB, the case may be jointly discussed and based on severity and reoccurrence of such incidences more than 10% of rakes received in a lot, NPL shall endeavour for action as appropriate post comparing such abnormality with rakes received from other contractors during that period. Any efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections will be considered as a default on the part of the Contractor.
- 3.3 For any reason if NPL in-motion weighbridge is not operational or weighment of the entire rake is not done due to any reasons (Over speeding etc), the RR weight would be considered as NPL received weight.

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

(a) NPL received weight adjusted for excess TM% shall be considered as **“TM adjusted weight”**.

(b) The **“TM adjusted weight”** as in (a) above will be divided by **actual yield on pro rate basis** to arrive at the **ROM coal consumed** during the month. This ROM coal quantity shall be final for payment.

#### **Illustration:**

Received weight washed coal rake (**NPL IMWB Gross weight-NPL IMWB Tare weight**) = **“W1”**

**TM % of the washed coal rake =M%**

**Allowable TM% (say) = ROM Coal TM% as reported by CIMFR +1**

**IF M> ROM Coal TM% as reported by CIMFR +1, then, TM adjusted weight W2= W1 x {1-(M%-( ROM Coal TM% as reported by CIMFR +1))}**

**IF M< ROM Coal TM% as reported by CIMFR +1, then, TM adjusted weight W2= W1**

Considering Yield as 85%,

**ROM coal consumed “W3” = W2/85%**

### **4 QUALITY DETERMINATION**

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#### **4.1. General:**

- 4.1.1. Bidder shall check the quality of coal lifted from SECL and will provide TPA reports to NPL on regular basis.
- 4.1.2. It shall be the responsibility of the Bidder to ensure lifting of appropriate quality of coal as per GCV band billed by SECL to NPL. Bidder shall endeavour to lift G11 or G10 coal from the colliery.
- 4.1.3. In case of deployment of CIMFR/TPA, Bidder will support establishing of enabling infrastructure and coordinate with CIMFR/TPA, SECL for necessary activities. Grade analysed by CIMFR/TPA (including outcome of Referee sample) will be considered for determining yield, TM etc.
- 4.1.4. The received coal shall meet the specification mentioned in the base parameter under Clause 1 of Volume III

#### **4.2. NPL receipt end washed coal quality determination:**

- 4.2.1. NPL will carry out the sampling and analysis of Coal at NPL plant as per the provisions of either BIS or ASTM. Normally, sampling would be done through mechanical sampling system. In case of exigencies suitable alternative will be resorted to.
- 4.2.2. Any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL. The dispute is to be registered / raised through email/ letter to NPL, as per prescribed format Annexure-XX, in case the prescribed format is not adhered to, the claim for reserve sample testing will not be entertained.
- 4.2.3. Request for testing of reserve sample has to be based on justification acceptable to NPL. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation.
- 4.2.4. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so NPL would carry out the process as per the time deemed suitable for the process.
- 4.2.5. Reserve samples will be preserved in NPL laboratory under locked almirah in sealed condition for 30 days in joint custody of NPL & PSPCL.
- 4.2.6. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to the Bidder.
- 4.2.7. The Bidder has the right to raise dispute for testing reserve sample provided that the following conditions are satisfied:
  - 4.2.7.1. Requirement as per clause no. 4.2.2 above.
- and
- 4.2.7.2. The results of the samples disputed are beyond the repeatability limits (as per BIS 1350 or ASTM D7582) with respect to the average results for the balance undisputed rakes of the lot.
- 4.2.8. If the result of reserve sample test is within the repeatability limits, then no change in original results will be considered for payment. In all other cases, results will be revised and reserve sample results will be considered for payments.
- 4.2.9 Subject to the satisfaction of the criteria mentioned above, the SOP for testing of reserve sample is as under:
  - 4.2.9.1 The Bidder will be intimated 96 hours prior to the date of analysis to be physically present (maximum two person) at the time of reserve sample analysis.

- 4.2.9.2 Reserve samples will be taken out from the joint custody of NPL and PSPCL in presence of Bidder.
- 4.2.9.3 The whole reserve sample quantity will be kept for air drying in the conditioning room for 24 hours in NPL premises. The conditioning room will be jointly locked by NPL and the Bidder.
- 4.2.9.4 Post completion of air drying of the reserve sample, conditioning room will be unlocked and the whole air-dried quantity of the sample will be packed to be transported from conditioning room to the lab for further analysis.
- 4.2.9.5 The Bidder will sign an undertaking as an endorsement of having witnessed the entire process of extracting and conditioning of sample prior to testing. After signing the undertaking the process of analysis will begin.
- 4.2.9.6 The required quantity of the reserve sample will be used for testing and balance quantity will be repacked and sealed and will remain property of NPL. This retained sample may only be used in case of any inadvertent loss of extracted sample (say spillage). The residual sample/balance quantity will be discarded after completion of the Reserve Sample testing process.
- 4.2.9.7 In case of testing of reserve sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM prior to testing. Post successful verification of bomb calorimeter, Reserve Sample will be tested as per applicable standards.
- 4.2.9.8 The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
- 4.2.9.9 The process of removing reserve sample from joint custody, extracting the quantity from sealed packet, conditioning, and final analysis will be jointly witnessed by NPL & Bidder's representative.
- 4.2.9.10 Based on the testing NPL will share the revised results.
- 4.2.9.11 In case the Bidder fails to attend the entire process despite 96 hours' notice, one more opportunity may be extended based on acceptable justification for absence. In case the Bidder fails to avail the second opportunity as well, then Reserve Sample will not be tested, and dispute will be treated as closed and original results will be considered for payments.
- 4.2.9.12 PSPCL representative present at site may witness the process.
- 4.2.10 In order to prevent misuse of the facility by maliciously disputing majority of results of the lot, NPL will stop this reserve testing process if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350 or ASTM D7582) from original results. In this case original results will be considered for payment purpose.
- 4.2.11 Unreasonable disputes shall not be entertained by NPL.
- 4.2.12 Bidder shall cooperate with NPL for sample collection and preparation for the following activities (if required):
  - a) ROM coal received in washery premises on behalf of NPL.
  - b) Washed coal/ Crushed coal in washery or stacked at siding or loaded into wagons for NPL.

## **5.0 PENALTIES/RECOVERIES/QUANTITY ADJUSTMENTS**

Rakes received in a calendar month will be treated as one batch and computation for Penalties/Recoveries/Quality adjustment will be done batch wise on monthly weighted average basis.

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

In case the Total Moisture (ARB) of beneficiated Coal received exceeds the guaranteed base Total Moisture (TM), the weight of washed coal shall be reduced by the same percentage for the excess TM%.

The weight correction and recovery of Railway Freight for the excess Total Moisture (ARB) shall be worked out as under:

**TM adjusted washed coal received weight**

= Quantity received in a batch x {1- (Received TM% - Guaranteed TM%)}

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

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

**Illustration of TM adjusted weight**

**If ROM coal TM as per CIMFR = 11.5%**

Then Washed coal guaranteed TM = (11.5%+1%) = 12.5%

Washed coal actual TM% in a rake = 12.7 %

Received wt.: 1000 tons, **TM adjusted weight**= 1000\* {1-(12.7%-12.5%)} = **998 tons.**

**Nominal Rail freight will be recovered for 2 tons.**

Cap on penalty shall not apply to recovery on account of excess TM in service charges (if applicable) and balance quantity of ROM coal. However, the cap on penalty clause shall apply on penalty on excess TM for railway freight.

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

Ash (ARB) of ROM coal will be calculated from CIMFR/Coal Company/TPA results using the formula below:

$$\text{Ash (ARB)} = \{(100 - \text{TM}) / (100 - \text{M})\} \times \text{CIMFR Ash \%}$$

**Where, CIMFR Ash = Ash declared by CIMFR**

**TM = Total Moisture % declared by CIMFR**

**M = Moisture % (on 60% RH & 40degC) declared by CIMFR**

The actual monthly yield % for a particular month will be calculated as under: -

$$= 100 - [(\text{difference between the analysed Ash (ARB) content of ROM coal by CIMFR and Ash (ARB) of washed coal received at NPL on monthly weighed average basis}) \times \text{Quoted YRF}]$$

The Bidder have to give a minimum guaranteed yield of 77.5% in any given month. In case Yield based on above formula is more than 77.5%, then the same shall be taken as final yield for the month. The Bidder to ensure lifting of good quality coal to meet minimum yield of 77.5% on monthly basis. Maximum yield in a month cannot be more than 100%.

**Note: Linear range of Ash% (ARB):**

**a) Lower Limit= 31%**

**b) Upper Limit= 34%**

**In case Monthly Weighted Average Ash% (ARB) received at NPL exceeds 34%, then the yield and penalties will be calculated as below:**

<b>Ash Content</b>	<b>Yield%</b>	<b>Beneficiation &amp; Surface Transportation charges to be paid</b>
34% < Ash% <= 35%	Yield on pro-rata basis as per YRF	90%
35% < Ash% <= 36%		85%
36% < Ash% <= 37%		50%
Ash% > 37%	100%	NIL

**In case Monthly Weighted Average Ash% (ARB) received at NPL is higher than 37%:**

In the event the monthly weighted average Ash% exceeds 37% (ARB), then the coal supplied shall be treated as unwashed. Such coal supplied shall be treated as ROM coal with yield 100%. In such event, no beneficiation & Transportation charges shall be paid.

**For the cases where CIMFR has not sampled the entire quantity following methodology will be used to arrive at the Input coal quantity:**

<b>Scenario-1</b> ROM Coal quality (CIMFR/SECL) reports for the entire lifted quantity is available	<b>Scenario-2</b> ROM Coal quality (CIMFR/SECL) reports for 100% lifted quantity is not available.
<b>Procedure</b> The same will be considered for that month for deriving weighted average parameters.	<b>Procedure</b> The weighted average of the most recent reports available in any preceding month against respective source and grade shall be applicable for the quantities not covered in reports.

**Note:**

1. In case coal in a particular rake is sourced from multiple mines, Ash (ARB), TM and GCV ARB shall be computed on proportionate weighted average basis.

**5.3 Penalty on Lapsed Quantity of Coal:**

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

Penalty for Lapsed Linkage coal quantity = 20% of the Notified Base Price of SECL declared grade of Coal for the quantity Lapsed.

However, on presentation of a certificate from appropriate authority by the Bidder from SECL to the effect that SECL have not offered / supplied that quantity (i.e. short lifted qty.) of coal to the Bidder, depending upon the genuineness of the case, no recovery may be made from the bills of

the Bidder. In such a case, Bidder to try and get assurance from SECL for making good the lapsed quantity in subsequent months. No penalty is payable by Bidder in case NPL lapses coal.

**5.4 Penalty/LD on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO:** If the Bidder fails to despatch the entire quantity of coal lifted within 20 days from the date of lifting from collieries, then the penalty @ 15% of the notified base price of ROM G-11 (4000-4300) band shall be applicable for shortfall quantity. No excuse for availability of the crushed coal or availability of the rakes will be entertained. However, in case the stock at NPL is more than 7 days and in such case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for despatch of washed coal subject to the Bidder producing documentary proof of the same from the railway authorities.

Each Party to perform its obligations to ensure stock of 7 days at NPL plant and make best efforts for the same. Bidder will ensure that there is no discrimination against NPL with respect to despatch of rakes.

In the event NPL decides not to take washed coal supplies for any reason whatsoever for a certain period and as a result of which the stock levels at NPL deplete to less than 7 days, then in such circumstances no penalty for less/ delayed dispatch shall be leviable for the appropriate period.

**5.5 Penalty on ROM Shortfall Quantity at the end of the contract period:** In case ROM coal shortfall quantity at the end of contract period is:

(a) Less than one rake:

Any part rake quantity that is left with the Bidder at the end of the contract and if it is not possible to return the same to NPL, then recovery will be made at  $1.5 \times (\text{Ex-colliery price of coal including applicable taxes, royalties, cess on ROM Coal} \times \text{Shortfall Quantity})$ .

(b) Equal to or more than one rake:

Penalty =  $2 \times (\text{Ex-colliery price of coal including applicable taxes, royalties, cess on ROM Coal} \times \text{Shortfall Quantity})$ .

**5.6 Penalty on excess fines in Washed Coal delivered:** The Bidder shall ensure that fines (less than 2.0 mm) in the washed coal delivered at NPL's power plant shall not be above 25% of the receipt quantity. However, if the quantity of fines in the rakes received for the month is above 25%, then 25% of the beneficiation charges for the quantity by which fines are beyond the limit shall not be paid.

**5.7 Penalty due to excessive oversized coal:** The size of the Washed Coal shall be (-) 50 mm. In case the size of coal received is above 100 mm, it will be considered as oversized coal. The quantum of oversize coal would be as jointly assessed by NPL team and Bidder's authorised representative (if present) by visual inspection as measurement is not feasible. Penalty for oversized coal shall be based on SECL coal crushing charges for quantum of coal assessed to be oversized. Demurrage charges on account of delay in unloading due to oversized Coal shall be recovered from Bidders' Dues.

- 5.8 Penalty on Under loading and Overloading Charges imposed by Railways:** The Bidder shall ensure that there is no under loading or overloading of wagons, so as to avoid levy of any under loading/overloading charges by the Railway authorities. The overloading/under loading charges would also mean the consequential charges (including but not limited to FAUC) imposed by Railways in RR on account of overloading besides the punitive charges for over loading. In case of levy of any penalties by Railways same shall be borne by NPL and Bidder in the ratio of 30:70 for under loading and in the ratio of 50:50 for overloading, respectively.
- 5.9 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 cost of Washed Coal which will include cost of ROM Coal, Beneficiation charges, STC, railway freight etc. proportionate to the quantity of foreign material shall be deducted from the Bidder's dues. Demurrage Charges on account of delay in unloading due to Stones or extraneous material shall be recovered from Bidders' Dues. The assessment of quantum of foreign material/stones shall be jointly done by NPL Fuel Sourcing & NPL CHP team and Bidder's authorised representative (if present) by visual inspection as measurement is not feasible.
- 5.10 Recovery of Railway Demurrage:** Any demurrage charges of Railways at rake loading and unloading end shall be borne by the Bidder. However, demurrage imposed at unloading end due to congestion that is not attributable to Bidder shall be borne by NPL.
- 5.11 Cap on penalty:** Penalty and recoveries **will be capped at 30%** of the payable charges for the month for the followings:
- c) Railway freight recovery due to excess TM%
  - d) Penalty on delayed dispatch
  - e) Penalty on excess fines
  - f) Penalty on Under-Loading & Over-Loading
  - g) Penalty on Foreign material
  - h) Penalty on oversized coal

## **6 BILLING AND PAYMENT TERMS**

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

- 6.1.** NPL will provide statement to the Bidder confirming the quality and quantity of washed coal received for the preceding month **by 25th day** of succeeding month so that same can be jointly reconciled by **26th day** of the succeeding month, for which NPL and Bidder shall make best efforts to have the same completed within the said period of 1 days. This will be a provisional reconciliation. Post this activity based on this provisional reconciled data Bidder will raise provisional invoice based on SECL/CIMFR declared quality parameters Invoice will be raised along with all supporting documents by **27<sup>th</sup> of succeeding month**.
- 6.2.** The Provisional invoices raised by the Bidder shall include:
- a) Certified working sheets along with acceptance of Quantity & Quality.
  - b) ROM Coal quality (CIMFR/SECL) reports for the entire lifted quantity



- c) Release Order (RO) issued by SECL against which the ROM Coal quantity is lifted & Copies of RRs for the month.
- d) RO wise day wise ROM coal lifting summary.
- e) Proof of Program sanctioned, Railway indents placed during the month (with indent copy), opening indents and backlog indents (in compliance with LD clause).
- f) ROM coal balance at washery and mines for each month duly signed & stamped.
- g) Certificate on Bidder's letterhead confirming the reject quantity & quality details duly supported by lab reports.

**6.3.** NPL will release 100% of eligible payment against the provisional bill amount on monthly basis through EFT (Electronic Fund Transfer) within Thirty (30) days from the date of receipt of such bills (complete in all respects) post reconciliation as per the preceding paragraph at the NPL's designated office(s) located at the Power Plant.

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

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

**and**

**(b)** The final ROM coal balance.

**6.5.** NPL will release through EFT (Electronic Fund Transfer) the payment of the differential amount based on clause 6.4 in case final payable is higher than provisional payment already made, within Thirty (30) days from the date of receipt of final invoice and reconciliation as per clause 6.4 above post receipt of duly signed final ROM coal balance quantity.

**6.6.** Bidders are advised to submit bills that are complete in all respects and well in time for timely release of payment.

**6.7.** Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961, any amendments, modifications and substitutions thereto, from all payments on account of services provided by Bidder. NPL shall issue valid certificates for the tax deducted at source as applicable.

**6.8.** The details as per the following format shall be submitted by Bidder along with monthly bills.

Month	Quantity (MT)	Ash% (ARB)	GCV (ARB)
ROM coal beneficiated			
Washed coal supplied			

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

**To,**

**GM & Head-Fuel Sourcing & Management,**

**Nabha Power Limited,  
Near Village Nalash,  
PO. Box. 28, Rajpura -140401,  
Punjab, India.**

## VOLUME III TECHNICAL SPECIFICATION AND SCOPE OF WORK

### 1. GUARANTEED (BASE) PARAMETERS

1.	Size of coal	0-50 mm
2.	Allowable weighted average TM in washed coal	ROM Coal TM% as reported by CIMFR/TPA+1%
3.	Allowable weighted average fines below 2.0 mm in washed coal (independent for group's exclusion rakes)	25% of TM adjusted NPL receipt weight
4.	Normative Yield	=100 – [Quoted YRF x (CIMFR Declared Ash (ARB) – NPL received Ash (ARB))] Note: Minimum guaranteed yield is 77.5%.
5.	Ash percentage	Minimum 31%. In case the Ash (ARB) received at NPL is less than 31%, no concession on yield will be given to the Bidder.

#### Note:

1. In line with the MoEF & CC guidelines, the ash content of the rake should not exceed 34% on quarterly basis.
2. Blending with imported coal or washery rejects is prohibited failing which NPL will be eligible to take action as deemed appropriate.
3. NPL expects lowest landed cost in terms of Rs/Mt

### 4. SCOPE OF WORK

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

#### 2. Detailed Activities:

##### 2.1. Allocation and issue of release order:

- 2.1.1. Towards end of the preceding month, NPL will decide washery wise allocation and communicate to SECL. Accordingly, Bidder shall assist NPL in getting the allocation letter issued and communicate the same to NPL, Bilaspur office with copy to Rajpura office as soon as possible.
- 2.1.2. NPL to process the advance payment based on the estimated cost of ROM coal and remit the same electronically in three instalments generally as per the provisions of the FSA. Bidder shall assist NPL in resolving any issue related to price, receipt of payment in SECL account etc. Post receipt of payment to SECL account, Bidder shall facilitate the issue of Delivery order/Release order and ensure that the same is available at area office for further action.
- 2.1.3. Bidder to undertake the due diligence of the coal quality available for lifting from the sources allocated by SECL, to ensure that only good quality coal is secured and lifted for NPL.

##### 2.2. Lifting & Washing

- 2.2.1. Post issue of Release Order (RO)/ Delivery Order (DO) Bidder shall take delivery of ROM coal of appropriate quality and size on behalf of NPL and assure that the lifting rate is as per requirement. Entire Delivery Order/Release Order quantity shall be lifted within the period

of RO/DO validity. Bidder shall ensure adequate number of tippers being made available at loading point as per the required lifting rate and schedule.

2.2.2. All tippers engaged by Bidder for execution of work shall be GPS enabled. In the GPS system, following function should be enabled:

- 2.2.2.1. Real time vehicle tracking
- 2.2.2.2. Geo fencing
- 2.2.2.3. Mobile Application
- 2.2.2.4. SMS and email alerts in case of idling of the vehicle
- 2.2.2.5. Analytical results on various parameters

The Bidder shall provide application software compatible with mobile as well as desktop/laptop use and shall share the login ID and password details with NPL for monitoring of GPS enabled tippers.

Some technology providers in SECL command area have developed products which can provide lifting details from mines on real time basis. The Bidder shall engage any of such service providers for better tracking/monitoring of lifting from mines. Login details of such technological systems are to be shared with NPL for the duration of the contract. Any cost arising out of this shall be borne by the Bidder.

**2.2.3.** Contactor shall provide support to collect the copy of SECL Invoice (daily/monthly as per the prevalent practice) for the coal lifted against the release order(s) and communicate the details of daily lifting to NPL.

2.2.4. NPL team will periodically inspect condition of the stockpile and take photographs to assure itself that the same is maintained as required. NPL may also investigate/test coal lying in custody of Bidder either itself or by engaging any third-party agency for quality/quantity analysis.

2.2.5. NPL reserves the right to depute its representative on 24x7 basis for monitoring activities at storage location and siding related to its coal and Bidder shall whole heartedly cooperate including maintaining of records, photographic/video evidence as required.

2.2.6. Bidder shall ensure that coal drawn from SECL (under the contract) is not mixed with any other extraneous material including but not limited to mill or mine rejects/sponge iron rejects/dolochar etc. Transporter shall not indulge in any acts that result in deterioration in coal quality. Such acts shall be treated as material breach of the contract and lead to serious consequences including but not limited to forfeiture of Security Deposit / CPBG, imposition of stiff penalties, initiation of legal action, termination of contract.

2.2.7. Bidder shall safeguard the coal stored at its premises from theft, fire etc.

2.2.8. The technology used for washing shall be as per the PO. Bidder shall ensure the availability of equipment and consumables as required to ensure that the process doesn't get hampered.

2.2.9. The coal to be washed shall be crushed to an optimum size (under 50 mm) and beneficiated by the Bidder to achieve the guaranteed parameters.

### **2.3. Railway Programme Indenting and loading on to Rakes:**

2.3.1 Bidder shall assist NPL to submit the e-demand as per the allocation pattern. On submission of demand by NPL, Bidder shall provide acceptance and co-ordinate /follow up with Railway authorities for sanction of the programme.

2.3.2 Bidder shall submit adequate number of indents as per sanctioned programme for placement of empty rake(s) within the validity period for complete materialization of lifted coal.

- 2.3.3 Bidder shall ensure that rakes received are not in damaged condition and co-ordinate with Railways to replace/restore condition of the wagon to avoid spillage. Irreparable wagons shall not be loaded with coal.
- 2.3.4 Bidder shall transport washed coal to the siding(s) and load the same into the wagons on train load basis and taking care the incidents of under loading and overloading of the wagons to minimize the extra freight charges. To the extent possible, Bidder shall try and get NHL/N-BOX rakes which are in good condition.
- 2.3.5 Bidder shall 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 to loading of NPL's consignment.
- 2.3.6 The Bidder 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 Railway authorities prior to loading of Coal. Bidder shall get such wagons declared as sick wagons.
- 2.3.7 Bidder shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges. Any demurrage, penalties and extra charges at loading end shall be borne by the Bidder.
- 2.3.8** In case of non-availability of e-RR's, Bidder to collect physical RRs from Railway authorities. Physical RRs shall be handed over to NPL concerned person. Bidder shall email the readable scan copy immediately to NPL ensuring that at least the scan copy is available with NPL before the rake reaches at NPL plant.
- 2.3.9 Bidder shall comply with all the formalities, modalities & legal issues of SECL, RAILWAYS, state government and all applicable laws of the land from time to time and shall indemnify NPL against any consequences flowing from any default whatsoever.
- 2.3.10 Cost of indents shall be paid by Bidder.
- 2.3.11 All the railway programs must be taken @ 82.5% yield initially maximum upto 90% yield after computation of revised yield (based on monthly reconciliation).

#### **2.4 Despatch of Rake, En-route monitoring and Placement at the designated delivery point:**

- 2.4.1 The Bidder shall take measures to avoid the diversion/holdups of the rakes en-route.
- 2.4.2 Bidder shall track the movement and keep a record of each rake till placement at designated delivery point. Bidder for its own interest may provide escorts to monitor the movement.
- 2.4.3 Bidder shall keep a record and track of sick wagon and shall arrange to mobilise the same with subsequent consignment. Bidder shall assist NPL in logging the claim of sick wagon so as to ensure timely receipt of the consignment. Loss to NPL due to sick wagon(s) shall be borne by the Bidder.
- 2.4.4 Bidder to supervise proper loading of rake on train load basis and monitoring the transportation of rake up to NPL.
- 2.4.5 Bidder shall be responsible for monitoring the weighment of rakes at/near loading siding and shall ensure accuracy of the weighment.
- 2.4.6 In case, any law/rules imposed by concerned authority for covering of wagons with tarpaulin etc., the Bidder will do so at its own cost and no additional charges will be payable against the same. The tarpaulin etc. 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 shall be recovered from Bidder's invoices.
- 2.4.7 Bidder has to assist NPL in reconciliation between SECL and NPL for the advance paid by NPL and coal value billed by SECL related to the supplies under the contract.
- 2.4.8 While rakes are in transit, the Bidder shall keep on updating NPL on movement of the 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 Bidder shall assist in identification of rake with nomenclature along with wagons as per copy of RR. Any missing wagon to be reported to NPL and Bidder shall endeavor to keep close track and coordinate with Railways to deliver the missing wagon to NPL at the earliest.

### **3. Quality and Third-Party Agency:**

**Sampling & Testing by CIMFR at SECL Loading point:** It is to be noted that NPL has entered into tripartite agreement with CIMFR and SECL. If permitted as per the extant policies, Bidder 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.

**Challenging of CIMFR analysed result:** This will be at the option of NPL based on appropriate inputs from Bidder. Repeated/frivolous requests by the Bidder will not be entertained.

NPL may provide the required documents/letter for obtaining the permission from SECL/CIMFR for witnessing the process. Individual washery representative shall be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points. Post sampling Bidder's representatives shall ensure application of seal on bags and safe storage of the same. Individual washery representatives of the Bidder shall ensure safe and secured shifting of the sealed bags from sampling point's local storage room to common storage facility.

The Contractor's representative 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, the Contractor's representatives shall share the tag numbers encrypted on the sealed bags containing the samples collected during the day with the NPL representative at site. NPL representative shall assist in coordination amongst all Bidder representatives.

Contractor's individual representatives:

- a. Shall give coverage for their lifting at respective sample drawing points. NPL representative will assist in coordination amongst all washery representatives.
- b. Ensure that the truck selection for sample collection is as per FSA/other applicable procedure.
- c. Ensure duration of sample collection in a day as per latest document applicable from time to time.
- d. Lifting/Collection of samples as per applicable provision of the FSA
- e. Ensure representative sampling and no selective sample lifting takes place.
- f. Ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room
- g. Ensure safe and secured shifting of sample bags to permanent storage room.
- h. Ensure accuracy of CIMFR field staff's records with respect to DO no, date, tag no., truck no. etc.
- i. Coordination with respective Bidder operator's representative for proper movement of trucks and ensure support from truck drivers for proper placement of truck and cooperation in sample collection.
- j. Keep a watch over the safety of sampling staff.

- k. 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.
- l. Based on various developments which may happen from time to time as would be notified by SECL with regard to sampling and testing modalities of ROM coal from SECL, Bidder has to cooperate for adherence to the same.
- m. It may be noted that CIMFR methodology may undergo changes from time to time and same are expected to be complied with.

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

- 3.1.1. NPL may authorize Bidder as appropriate from time to time for its participation in the aforesaid activities. Bidder to inform NPL in case of any deviation to the procedures and standards so that appropriate corrective actions may be initiated. Bidder to monitor the health of sampling, preparation and testing equipment in the field and in case of any issue, take up the same with SECL/CIMFR for necessary corrective action. NPL shall provide support as required.
- 3.1.2. One composite sample shall be prepared for all the sampled bags collected from various sampling points for all the DOs/Bidder of NPL in a day in a mine/colliery. All the gross sample bags of a mine shall be mixed together and finally by reduction one composite sample shall be prepared for NPL in a day.
- 3.1.3. In case CIMFR/SECL objects witnessing of sample preparation simultaneously by the representatives of all the concerned washeries who have lifted coal during the day then NPL will decide, washery wise representative to give coverage for preparation of composite sample, on weekly basis. However on best effort basis, NPL will try for authorization to witness by representatives of at least two washeries or as would be decided by NPL. Accordingly, for that relevant period the concerned washery representative will be responsible for fair and transparent preparation of the composite sample. If despite written request and follow up by NPL and Contractor, CIMFR/SECL objects witnessing of sample preparation and testing by washeries on behalf of NPL, even then the CIMFR results will be treated as final and valid for all purposes.
- 3.1.4. After completion of preparation of composite final sample for NPL, Bidder's representatives authorized to witness the preparation for that week will take handover of NPL part of the sample. The sealed sample so received by Bidder's representatives shall be handed over to NPL representative. Part of the sample may be shared with Washerries for any analysis at their end.
- 3.1.5. Bidder shall witness for proper sealing of referee sample and it's movement till it is kept under lock & key at safe custody of CIMFR. If needed Bidder shall provide almirah/ storage / locker facility / minor arrangements at each sample preservation locations as directed by NPL to assist CIMFR sampling activities.
- 3.1.6. Before commencement of the preparation, Bidder 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 tampering has been done with any of the bags.
- 3.1.7. Bidder to pay utmost attention in the process of sample quantity reduction during different stages till packing of final packet as this is the most vulnerable stage for adulteration.
- 3.1.8. Ensure that the preparation is done as per applicable procedure as mentioned in FSA.

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

- 3.1.9. Bidder 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.
- 3.1.10. Bidder to follow-up with SECL for expeditious issue of credit notes based on claims lodged by NPL/SECL and extend full support to NPL for reconciliation with SECL for adjustment of credit amount with further advance payment to SECL.
- 3.1.11. In case sample results are disputed by SECL, Bidder 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, Bidder to assist NPL in raising and submitting the claims and subsequent activities.
- 3.1.12. Based on various developments notified by SECL with regard to sampling and testing modalities for ROM coal from SECL, Bidder shall cooperate for adherence of the same.
- 3.1.13. It may be noted that CIMFR methodology may undergo changes from time to time and same are expected to be complied with.
- 3.1.14. **In addition to the above, Bidder to fully cooperate with NPL for collection of samples of ROM coal / Washed coal / Washery Rejects from its premises for NPL's analysis.**
- 3.5 A manager level person from Bidder shall be posted in colliery/siding to coordinate entire activity, NPL team member may also accompany him.
- 3.6 Bidder shall assist NPL for carrying out periodical joint reconciliations of coal bills received for the advance paid to SECL in timely manner. Bidder to assist NPL in getting credit from SECL for actual declared grade by CIMFR if the same is of lower quality than the declared grade.
- 3.7 Bidder shall also assist NPL for getting credit from SECL in case the monthly weighted average surface moisture of coal exceeds the thresholds mentioned in the FSA. Bidder shall assist NPL in coordinating with Railways for carrying out reconciliation of actual freight debited for each rake.
- 3.8 In case of any dispute with SECL/RAILWAYS/CIL subsidiary regarding payment, claim, commercial issues etc., Bidder shall assist NPL in taking up and resolving this matter with concerned department.
- 3.9 It shall be the responsibility of the Bidder to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.
- 3.10 Bidder shall provide sufficient manpower strength, for monitoring Coal Quality & Dispatches from Mines to Washery and then Washery to Siding in trucks. The persons deputed shall be in contact with & shall take instructions/ guidance from NPL team.
- 3.11 Bidder shall depute a team at truck loading point to ensure lifting of good quality and size of coal. Bidder shall ensure third party sampling by CIMFR/TPA for entire quantity.



- 3.12 If required, Bidder shall arrange vehicle (at its own cost) to facilitate CIMFR/TPA representatives to carryout Sampling. This shall be in addition to vehicle provided by NPL.
- 3.13 Bidder shall ensure complete coverage for Sampling & Preparation done by CIMFR on behalf of NPL on best effort basis.
- 3.14 In case CIMFR declares coal to be of lower grade (lower quality) than SECL's declared grade, Bidder shall assist NPL at all stages from filing claim, till the credit note is issued to NPL.
- 3.15 In case CIMFR declared quality results are challenged by NPL/ SECL, Bidder shall assist NPL at all stages of referee process, till the credit/debit note is issued to NPL.
- 3.16 In other incidental activities to complete the scope of work as per this work order, the same shall be done by the Bidder without any additional service charge.
- 3.17 Transshipment of coal to locations other than the locations that are accepted in the bid document shall be treated as a material breach of contract.
- 3.18 Any other activity not envisaged specifically or which comes up during the tenure of the contract which is required to be discharged in fulfilment of the obligations as above is deemed to be included in the scope of the Bidder.

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

**With regard to SECL billing:**

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

**Other responsibilities:**

- 1. It shall be the responsibility of the Bidder to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.

2. In order to have up-to-date information about lifting, loading, despatch, movement of coal rake and expected placement at designated delivery point, Bidder shall provide following update to NPL Bilaspur office and Rajpura office:
  - a) Rakes indented and Pending indents on weekly basis.
  - b) Quantity of coal lifted on daily basis and ROM coal balance on month basis.
  - c) Rakes Loaded and details of RRs on each rake basis.
  - d) Rakes in Pipelines on daily basis.
  - e) Expected receipt of Rake at delivery point on weekly basis.

#### **4. Disposal of Rejects:**

- 4.1. The rejects generated in beneficiation process, shall be disposed-off in accordance with the compliance to prevailing government policy and its rebate shall be given to NPL.
- 4.2. Bidder shall indemnify NPL against all risks, consequences and liabilities associated with disposal of rejects and shall comply with all applicable policies and amendments thereof and keep NPL informed on the same and submit the monthly compliance report.
- 4.3. NPL on a monthly audit process may verify the compliance, however this will not absolve the Bidder from its prime responsibility of such compliance.
- 4.4. The process rejects called as “washery rejects” shall be retained by the Bidder and value of the same shall be compensated to NPL by the Bidder at the rate quoted by Bidder.
- 4.5. For coal rejects, NPL will issue invoice including GST & compensation Cess. The base amount with applicable GST & Compensation Cess shall be borne by the bidder and shall be deducted from Bidder’s bill/payment.
- 4.6. Invoice for rejects would be corresponding to the computed yield.

#### **5. Taxes & Duties**

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- 5.1. 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.
- 5.2. 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.
- 5.3. Taxes, duties and any financial levies 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 unit rates. Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same shall be admissible for payment. Similarly, any taxes and duties which are withdrawn/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 shall not be paid by NPL from the date of implication.
- 5.4. Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period shall be paid by NPL extra as applicable. However, in case withdrawn of

existing tax and/or duties by the statutory bodies, same shall not be paid by NPL from the date of implication.

## 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. Afroz Ali**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura - 140401, Punjab, India.

Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

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

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original and one (1) Pen drive with scanned copies of documents in Cover “C”, as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of revised Bid Document along with all Addendum’s duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Clause 2.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation and road transportation from the railway sidings to the power plant as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the future.
7. We agree to furnish any additional information and documents as may be required by NPL to substantiate representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and Parties/Customers/project references

and verify the information and documents submitted for the purpose of qualification.

8. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL. Any extension will be as per mutual agreement.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents.
10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
11. We confirm that our rates are firm for supply of the quantum of coal indicated.
12. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.
13. We confirm that our Bid includes all taxes except Advance Tax, for which NPL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
14. Monthly quantity offered: .....MT of ROM coal to be washed. (Minimum capacity to be offered is 1,00,000 MT per month).
15. Details of the Washery to be used: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
16. The details of contact person are furnished as under:  
Name:  
Designation:  
Name of the Company:  
Address of the Bidder:  
Phone Nos.:  
Fax Nos.:  
E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

## ANNEXURE II: POWER OF ATTORNEY

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

### **POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Documents for shortlisting of Bidders for **ROM Coal Beneficiation and Associated Logistics for Nabha Power Limited** through rate based competitive bidding process in 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, entering into and executing any agreement, accepting any Purchase Order, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the Bid Documents.

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

For (Insert name of the Bidder on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address  
of the Attorney)

Place: -----

Date: -----

Note:

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

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

(On Letter Head of Statutory Auditors)

**A. Technical Qualification**

**To**

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

**Dear Sir,**

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

**A. Installed Capacity**

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

**Table-A**

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

Yours faithfully,

*(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager  
[refer Note-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,  
GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

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

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

Name of Financially Evaluated Entity	Financial Year	Turnover (Rs. Crore)	Net Worth (Rs. Crore)
	2018-19		
	2017-18		
	2016-17		
Annual Average			

Yours faithfully

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

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

2. Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor**.
3. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
4. 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.
5. 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. Afroz Ali**

GM & Head – Fuel Sourcing & Management,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

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

Name of the customer	Quantity Beneficiated	Period of execution	Cumulative quantity

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

Yours faithfully,

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

*Name:*

*Date:*

*Place:*

Please affix seal of Bidding Company

**Date:**

**Note:**

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

**Enclosures:**

1)

2)

#### **ANNEXURE IV: PRICE BID FORMAT WITH REBATE FOR REJECTS PRICING MODEL**

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

##### **ROM Coal beneficiation & Handling associated Logistics**

**Bidding Company & address:** .....

**Washery Name & Address:** .....

S No	PARTICULARS	Price Basis	Rate
1	ROM coal Ex-colliery price for NPL (Rs/MT of ROM Coal)		2000*
2	Beneficiation charges (Rs/MT of ROM Coal)	Basic Price (without GST)	
		Price with GST @ 18%	
3	Transportation charges from mine to washery (Including loading charges at mine & unloading charges at washery) (Rs/MT of ROM Coal)	Basic Price (without GST)	
		Price with GST @ 5%	
4	Washed Coal Transportation = Transportation from Washery to Siding (Including loading charges at washery & unloading charges at siding & loading charges into wagon/rakes) + Railway freight up to NPL (including Originating Terminal Charges (OTC), if any) (Rs./MT of Washed Coal)	Basic Price (without GST)	
		Price with GST @ 5%	
5	Rebate for Rejects (Rs/MT of ROM Coal)	Per MT of ROM Coal {100- Base yield*(ROM Coal Price)}	
6	Yield % based on Quoted YRF		
7	Quoted landed price per MT of washed coal inclusive of taxes and duties [((1+2+3-5)/6)+4] (Per MT of washed Coal)		

\* The unit rate of ROM coal is indicative and is for reference only.

##### **Note:**

- Percentage reduction in Ash (ARB) will be taken as 4% for financial evaluation of the bid.
- Maximum YRF to be quoted by a Bidder will be capped at 3.25%
- The Price Bids shall be evaluated as per clause no 4.9 (Volume-1) of this bid document.
- The Bidder will quote for washed coal transportation charges inclusive of surface transportation charges & railway freight (including End Terminal charges, if applicable). The surface transportation charges of washed coal shall be derived as total transportation charges (from washery to loading siding + Railway Freight) less base railway freight (including End Terminal Charges).
- The Bidder will indicate three primary loading sidings from where the coal may be dispatched.

Primary Loading Sidings = (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

For any increase in the base Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be borne by NPL. For other loading sidings, the differential increase will be borne by the Contractor.

- vi.
- vii. Railway Freight and any revision there to between identified loading and unloading sidings shall be borne by NPL. Payment against Railway freight will be made by NPL directly to Railways. However, recoveries as applicable due to various penalties will be made from the Bidder's service charges.
- viii. GST will be paid extra as applicable as per the prevailing rates. For transportation charges (for ROM coal from mines to washery and washed coal from washery to loading siding), GST will be paid directly by NPL.
- ix.

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 shall 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 under change of law scenario, which are reimbursable by PSPCL. We agree to abide by this Bid as stipulated in the Bid Documents and it shall 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:.....

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## **ANNEXURE V: PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

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*(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., a company incorporated under the provisions of Companies Act, 1956, having its registered office at \_\_\_\_\_, (hereinafter referred to as 'NPL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having invited Bids for ..... under Bidding Document No..... Dated ..... Including all its revisions, amendments & addendums, NPL Purchase Order (PO)/Purchase Orders (PO's) to M/s ..... (Insert name of Bidder/s) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **ROM Coal beneficiation & Handling associated Logistics for Nabha Power Limited**, M/s.....having agreed to provide a Performance Bank Guarantee (PBG) for the due performance of the entire PO/PO's for an amount equal to ₹ \_\_\_\_\_ Crore/- (Indian Rupees \_\_\_\_\_ Crores Only)(as per Cl.xxxx of Bid documentNO . xxxxxxxxxxxx Dated .... , insert as applicable), valid for 180 days beyond the last date of contract period i.e. XX-XX-XXXX and essentially required to be valid up to XX-XX-XXXX unless the same is extended as per the terms of the Contract.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at ....., Rajpura (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Bidder to the extent of ₹ \_\_\_\_\_ Crore/- (Indian Rupees \_\_\_\_\_ Crores Only)(as per Cl. xxxx of PO no. xxxxxxxx, 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 shall 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 shall continue to remain enforceable till NPL discharges this guarantee.

NPL shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. NPL shall also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the 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 shall not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that NPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against 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 ₹ \_\_\_\_\_ Crore/- (Indian Rupees \_\_\_\_\_ Crores Only)(as per Cl.xxxx of PO No. xxxxxxxxxxxxxxxx, insert as applicable) as long as it remains in force.

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

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

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

This Bank Guarantee is governed by the laws of India.

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

Witness:

\_\_\_\_\_  
Signature

Name

Office Address

\_\_\_\_\_  
Signature

Name

Designation with bank Stamp

Attorney as per

Power of Attorney Number:

Date:

Note:

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

## **ANNEXURE VI: PROFORMA FOR EMD BANK GUARANTEE**

(To be used in case Bidder is submitting the EMD in the form of a BG)  
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

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

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

To,  
**The Chief Executive,**  
Nabha Power Limited,  
Near Village Nalash,  
PO Box 28, Rajpura -140401,  
Punjab,  
India.

Dear Sir,

In accordance with your Bid Document no:....., M/s ..... Having their registered office at ..... (hereinafter called the "Bidder") wish to participate in the said bidding for **ROM Coal beneficiation & Handling associated Logistics for Nabha Power Limited.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of ₹ Two Crore Only valid up as per validity table in clause 9 of Vol.-I of bid document, required to be submitted by the Bidder as per the Bid Document for participation in the said bidding whose amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

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

The guarantee shall be irrevocable and shall remain valid as per validity table in clause 9 of Vol.-I of bid document. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s ..... (Bidder's name) on whose behalf this guarantee is issued.

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

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

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

Witness:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Office Address)

\_\_\_\_\_  
(Designation with Bank Stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_

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

### **Note:**

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

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



## ANNEXURE VII: NEW VENDOR IDENTIFICATION FORM

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

<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	<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage	
Purpose)	<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>			

List of references, if any	

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

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

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

**Notes:**

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

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

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

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

**Code of Conduct**

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

**DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR**

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

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

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

**The Vendor is Approved based on:**

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

To be filled up by Finance & Accounts	
Vendor Code	
Date	

## **ANNEXURE VIII: LIST OF ACCEPTABLE BANKS**

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

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

Please change the name of Indusland Bank to IndusInd Bank.

**Annexure IX: FORMAT FOR SELF DECLARATION ON BENEFICIATION PLANT TECHNOLOGY**

*(On the Letter Head of the Bidding Company)*

To,

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

**Dear Sir,**

**Sub: Declaration of Beneficiation Plant Technology.**

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

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

Thanking you,  
Yours faithfully

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

Name:  
Date:  
Place:

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

*(On the Letter Head of the Bidding Company)*

To,

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

**Sub: Declaration of Beneficiation and dispatch capacity.**

Dear Sir,

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

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

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

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

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

We confirm that we will reserve for NPL the capacity committed as above throughout the tenure of the contract and will not allot the same to any other party without prior written consent of NPL. We also acknowledge that any default on this account shall be treated as material breach and shall be dealt in accordance with the terms of the Contract.

Thanking you,

Yours faithfully

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

Name:

Date:

Place:

**Annexure XI: FORMAT FOR DECLARATION OF DISPATCH EXPERIENCE**

*(On the Letter Head of the Bidding Company)*

To,  
GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

**Sub: Declaration of dispatch experience.**

**Dear Sir,**

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

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

**Note:** The Bidder shall submit the documents as supporting evidence

Thanking you,  
Yours faithfully

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

Name:  
Date:  
Place:



**Annexure XII: CHECK LIST FOR APPROVAL OF WASHERIES**

(On the Letter Head of the Bidding Company)

*Bid document: NPL/Washed Coal/2019-20/034*

**Washery:** .....

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

### **Annexure XIII: BACK TO BACK INDEMNITY FORMAT**

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

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

1. That, I am the Authorized Signatory on behalf of ..... (.....) and presently our unit at ..... (Complete address of the Washery plant) has ..... a contract with Nabha Power Limited (hereinafter referred to as "NPL") for .....
2. That the Washery has sufficient capacity vis-a-vis NPL's existing commitments to wash/beneficiate the above-mentioned quantity of coal on behalf of NPL.
3. That we wish to draw coal by Road from the collieries of M/s South Eastern Coalfields Limited to the Washery- and from the Washery to NPL's plant located at ..... (Complete address of the plant as per FSA) by Road/Rail (as applicable) mode.
4. That,..... (Contractor) has obtained from the lawful authorities all necessary clearances, authorizations, approvals and permissions required for operation and maintenance of the Washery and undertakes to keep them valid and renewed.
5. That the responsibility of compliance with relevant laws in respect of disposal of rejects or/and end use of by-products arising out of the process of washing / beneficiation of coal will solely rest with (Name of the Washery Bidder) and the Washery Bidder hereby agrees to hold harmless NPL against any claims, losses, damages of whatsoever nature arising out of non-compliance related to the same.
6. That, the washery meets the guidelines/statutory provisions and has necessary infrastructure and technology for washing of coal to comply with the MoEF&CC guidelines issued vide Gazette Notification No. G.S.R.02 (E) dated 02.01.2014, to the satisfaction of NPL FSA No. 9086. NPL shall be absolved from all the responsibilities whatsoever and .....( Contractor) shall keep NPL indemnified in this regard
7. That in furtherance to the fulfillment of the aforesaid condition in clause 5 above, it is stated that our unit has fully utilized the Coal supplied from M/s South Eastern Coalfields Limited for end-use at the power plant i.e. "Nabha Power Limited" as specified in the Washery Contract and has not diverted, sold or traded the coal received under the Washery Contract.
8. That we are aware of the responsibility as to end use under the NPL FSA No. 9086 and declare that we shall be abiding by the same and till the time the washed coal is delivered at NPL Plant and the rebate in respect of coal reject is passed on to NPL, the coal i.e. the property of NPL shall be deemed to be in our custody. In the event that the matter pertaining to the diversion or breach of end use of coal leads to suspension of the deliveries pursuant to clause no. 7 above and the matter cannot be resolved to the satisfaction of NPL, NPL in addition to the legal remedies available to it shall have the right to terminate the agreement forthwith without any liabilities or damages, whatsoever, payable to .....( Contractor)
9. That the Washery conforms to all the specifications/norms applicable for a washery. That Washery has all the required clearances, permissions and No Objection certificates, as are required under the prevailing laws of Central/State authorities in this regard including valid 'consent to operate' from State Pollution Control Board- (Letter of Certification w.r.t. the above, duly notarized, from Washery is attached as Annex-1).

10. That, in case of any change in the information furnished hereinabove, the same shall be intimated in writing to NPL, immediately.
11. The Washery is lying outside leasehold area of SECL and on non-coal bearing area.
12. That we M/s ..... (Name of Washery Bidder) bind ourselves and undertake to indemnify Nabha Power Limited against all proceedings, claims, expenses, losses, liabilities of whatsoever nature, which may be made against or incurred by M/s Nabha Power Limited, by reasons of violation of point no. 1 to 10 herein above

#### **DEPONENT VERIFICATION**

I, ..... (Name), the above named deponent, do hereby verify and declare that the contents mentioned in para 1 to 10, herein above are true and correct to my knowledge and no part of it is false and nothing material has concealed therefrom.

Signed and verified on this ..... day of .....201... at .....

#### **DEPONENT**

Note:

This Affidavit cum Indemnity Bond has to be sworn by:

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

#### **ANNEXURE XIV: DECLARATION LETTER FOR RELATED PARTY**

*(On the Letter Head of the related company)*

To,

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

**Sub: Related parties participating in the bid process.**

**Dear Sir,**

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

Name of the parties	Ownership/Control details	Remarks

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

Thanking you,  
Yours faithfully

For .....

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

Name:

Date:

Place:

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

**ANNEXURE XV: CODE OF CONDUCT FOR INTERMEDIARIES 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 Bidder or sub-Bidder, 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-Bidder (with written approval of L&T), the sub-Bidder 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 XVI 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 as required by applicable laws 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 XVII BENEFICIATION AND ASSOCIATED LOGISTICS PERFORMANCE CERTIFICATE**  
**FORMAT**

To,

**Mr. Afroz Ali**

GM & Head – Fuel Sourcing,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Ext.: 244

**Sub:** Beneficiation and associated logistics Performance certificate

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

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

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

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

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:



**ANNEXURE XVIII - FORMAT FOR DECLARATION FOR INDEPENDENT INTEREST**

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**To,**

**Mr. Afroz Ali**

GM & Head – Fuel Sourcing,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Ext.: 244

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

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

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

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Designation :

Date:

Place:

## **ANNEXURE XIX: 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 for the time being in force in India, including all acts, rules, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court having jurisdiction over the Project.

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

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

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

**“Beneficiation/ Washing”** shall mean removal of impurities from ROM Coal by scientific treatment (through wet processes) on coal without impairment of its physical identity for the desired end use.

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

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

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

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

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

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

**“Contractor(s)”** 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.

**“Contract”** shall mean the formal agreement executed between Nabha Power Limited and the Bidder for performing activities defined as per Scope of Work , with the terms & conditions mentioned therein including the Bid as accepted by Nabha Power Limited, specifications, scope of work, Purchase order, billing schedule/ schedule of quantities with rates and amounts, etc

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

**“Good Industry Practice”** shall mean standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Government Authority/Statutory Authority”** shall mean the Government of India (GoI), the Government of Punjab (GoP), the Government of Chhattisgarh (GoC), any local government under jurisdiction of Punjab/Chhattisgarh, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI, GoP or GoC exercises control, administrative body or official or Person, having jurisdiction over the Bidder, the Project or any part.

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

**“Logistics”** shall mean the process of lifting coal from mines, bulk transportation and shall include loading and unloading at various points as may be necessary to effect the transportation as defined in Clause 2.0 Vol.-III, Scope of Work. It shall also imply necessary arrangements with transporters including railways, knowhow about processes, liaising with various interfaces involved, minimizing losses, demurrages and including related documentation and arranging access to Railway siding etc.

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

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

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

**“Project/NPL Power Plant”** shall mean 2 x 700 MW thermal power plant developed by 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.

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

**“Quoted YRF”** shall mean Yield reduction factor. This also means there is corresponding % reduction in yield for every 1% reduction in ash%.

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

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

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

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

**“Third Party Agency/ TPA”** shall mean the coal inspection agency appointed by SECL for carrying out sampling & analysis of coal at mines end.

**“Washed Coal”** shall mean the final product of Washery which satisfies the quality parameters laid down in the Bid Document and in confirmation to with directives of MoEF&CC from time to time.

**“Washery”** shall mean infrastructure facilities of Coal Washery, Logistics and Railway Siding including approach roads as required and any other incidental infrastructure, proposed to be utilized by the Bidder in his Bid for carrying out ROM coal beneficiation and managing associated logistics for Nabha Power Limited till NPL siding or nearest Railway siding permitted by NPL in writing.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail to the last business address known to him who gives the notice. This also will include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

**Notes:**

- 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) 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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This Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject exclusive jurisdiction of courts at Chandigarh.

## **3. ASSIGNMENT AND SUBCONTRACTING**

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The Bidder shall not without the prior written approval of NPL, assign or transfer the Contract or any part thereof, or any share, or interest therein to any other person.

The Bidder shall not sublet any portion of the Contract without the prior permission of 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, Bidders, 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, Bidders, agents and representatives.

The Bidder shall fully indemnify NPL against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.

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

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

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

## **5. CONFIDENTIALITY**

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Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed between the Parties in relation to the PO, or which is obtained by a Party from the other in relation to PO, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software,

information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, supplier information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

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 obligations. 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:

- 5.1. was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- 5.2. is generally available to the public without breach of this Contract;
- 5.3. is disclosed with the prior written approval of the disclosing Party; or
- 5.4. is required to be released by Applicable Law or court order/award passed by any Court of Competent Jurisdiction.

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 events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially beyond the reasonable control of the affected party, which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a) Act of God, Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity;
- b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c) Contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Bidder or of his Sub-contractors.
- e) National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Bidders or Sub-contractors.

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

- a) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts for the Washery;
- b) unavailability of the ROM Coal in the requisite quality and/or quantity including as a result of SECL's failure to deliver the ROM Coal at the Colliery;

- c) on account of SECL/ CIL exercising any of its rights or performing any of its obligations as contained in the FSA including without limitation any change to the quantity, quality or source of supply of ROM Coal.
- d) a delay in the performance of any Sub-contractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 6.2;
- e) non-performance resulting from normal wear and tear typically experienced in Coal Washery materials and equipment;
- f) 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
- g) mechanical or electrical breakdown or failure of the Washery or any part thereof, or machinery or plant owned or operated by the Bidder; or
- h) any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Sub-contractor, Indian Railways or any other transport service provider in transporting the Coal to the Power Plant; or
- i) strikes or labour disturbance at the facilities of the Bidder or its Sub-contractor; or
- j) Insufficiency of finances or funds or the Contract becoming onerous to perform.

**6.3.** 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, 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 on account of such Force Majeure Event.

#### **6.4. Notice of Force Majeure Event**

- a) The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with Clause 6.5 (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b) If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.
- c) Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this Clause 6.4.a and 6.4.b. have been complied with.

#### **6.5. Performance Excused**

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

- a. The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence,

including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;

- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- c. The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.
- d. 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.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Bidder to continue performing part of its obligations, including the obligation to lift such quantities of ROM Coal, as notified in writing by NPL, wash it and stockpile the Coal at the Washery, until NPL becomes capable of taking delivery of the Coal at the Power Plant.

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

- a) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.
- b) 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;
- c) The Bidder shall not be entitled to receive the fees for any quantity of the ROM Coal that it does not process into Washed Coal (if required) and delivers such Coal at the Power Plant as a result of a Force Majeure Event.

#### **6.7. Resumption of Performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

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

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#### **A. Bidder'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 Bidder:

- i. The Bidder is in material breach of any of the terms of this Contract;
- ii. The Bidder is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Bidder 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 Bidder takes or suffers any other analogous action in consequence of debt; Bidder



assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.

- iii. The voluntary winding up of the Bidder by the shareholders of the Bidder;
- iv. Any petition for winding up of the Bidder is admitted by a court of competent jurisdiction and the Bidder is ordered to be wound up by the court.
- v. More than 20% of the Coal delivered by the Bidder is rejected in a rolling period of 3 (three) months in a Financial Year, and in aggregate for a period of twelve (12) months, on account of quality of Coal, not meeting the criteria, specified in this Contract/PO;
- vi. The Bidder has indulged in any adulteration/pilferage/malpractice during Washing/handling of ROM Coal/Washed Coal/ Rejects/fines.
- vii. If the linkage materialization of (ROM coal lifted from mines) falls below 75% of trigger level quantity in any quarter or below 90% of trigger level in any 2 consecutive months unless the same is due to appropriate instructions from NPL.
- viii. In case allocation is made by NPL to multiple parties / Bidders, the linkage will be determined on proportional basis. In the early stage of implementation of this contract, NPL will endeavour to determine the ratio of allocation of monthly quantities to multiple Bidders and the same will be communicated vide an official letter.
- ix. Non-compliance to any relevant major requirement of SECL/CIMFR/CIL/Govt. bodies.
- x. Mixing of dolomite or any other ingredients in washed coal that are detrimental to NPL power plant operation / equipment.
- xi. Diversion of linkage ROM coal lifted on behalf of NPL
- xii. Repeated lapsing of ROM coal quantity against DOs issued.
- xiii. Bidder, 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 Bidders (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.
- xiv. Abandons and ceases its performance or repudiates the contract.
- xv. Persistently fails to timely correct Defects and deficiencies in accordance with the terms of the Contract.
- xvi. Does not execute the contract/LOI for entire quantity as required by NPL.

NPL shall have the right to encash the CPBG of the Bidder on account of a Bidder Event of Default. NPL shall also be entitled to terminate the Contract with immediate effect in the event of any event of Default on the part of the Bidder.

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

If NPL delays in paying any undisputed amounts due and payable to the Bidder and such amounts in aggregate exceeds Rs 10 Crore and the delay in payment exceeds 180 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 Bidder to avoid the Force Majeure Event and the effects thereof.

Bidder shall be entitled to terminate the Contract in case of NPL's event of default.

## **8. COMPLIANCE TO LAWS**

## **Compliance of Labour Laws**

The Bidder 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 Bidder 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 Laws of the Land:**

The Bidder shall comply with all applicable laws in the states of Chhattisgarh and Punjab and any other state en-route in lifting, beneficiating, transporting the coal from mines to washery and washery to NPL plant that is mandatory in order to execute its obligations and deliveries under the scope of work under this Bid document that should essentially include but not limited to law enforced by MoEF&CC, Ministry of Finance , SECL, Indian Railways, local authorities.

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

## **9. DISPUTE RSOLUTION 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 Bidder in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Bidder shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions. In case of nonresolution either party may give a 30 days' notice to the other party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 9.1.i, the Dispute shall be resolved through arbitration in accordance with the provisions of 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 shall be at Chandigarh, India.
- iv) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) 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.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof or direct by whom and to whom and in what manner the same is to be borne and paid.
- viii) The provisions of Clause 9.1 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 its notice considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC) as well as practical aspects/ good practices.

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

### **10.1. Insurance:**

Insurance of coal stock at washery: Bidder to ensure insurance of coal stock of NPL lying at washery at the Bidder's own cost.

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

This shall cover all the workers, temporary/ permanent, employed by the Bidder as well as their Sub-Bidders for performing Work under the Contract. The Bidder 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 Bidder or its Sub-Bidders for the purpose of the performance of the Work as per the Agreement. In addition, the Bidder 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 Bidder 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) Bidder 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 Bidder shall arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure  
If Bidder fails to effect and keep in force the insurance, NPL may 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 Bidder under the Contract.

### **10.3. Adherence to Occupational Safety while at workplace NPL**

Bidder 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 extent rules and regulations of NPL safety department.

The Bidder shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Bidder 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 Bidder on their own at the cost of Bidder 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 Bidder'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 Bidder'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 Bidder is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Bidder under the Contract or shall be recovered by action of law or otherwise from the Bidder or his CPBG.

## **11. TERMINATION OF CONTRACT**

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

NPL reserves the right to cancel/terminate the Contract in full or part by giving 60 days written notice if the performance of the Bidder is not found to be satisfactory by NPL 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.

Change of source of coal by SECL may lead to automatic termination of the contract. The Parties agree that the Bidder shall not be entitled to the payment of any termination compensation.

In case the Bidder wishes to terminate the contract, he has to give 120 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 Bidder shall not be entitled to the payment of any termination compensation; provided however that the Bidder shall be entitled to be paid the outstanding fees in relation to the Project.

## **12. Blacklisting Criteria:**

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

- a) Default as per Tender/PO terms (events of defaults)
- b) Influencing in the process of weighing or sampling, sample preparation or analysis of coal at NPL and any person in NPL/ associated agency with intent as established by 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.
- h) Any attempt by a Bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the Bidder, 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 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.

### **13. Splitting of Scope of Work**

NPL reserves the right to split up the work in the scope of this Contract among more than one Bidder during the progress of work due to unsatisfactory progress of work by the Bidder. NPL will not entertain any claim from any Bidder as a result of such splitting up. NPL also reserves the right to exclude/include any items of work from/into the scope of the Contract during the progress of work due to any reason whatsoever.

NPL reserves the right to enter into Contract with more than 1 Party.

#### **14. Powers to Vary or Omit Any Item or Work**

No alterations, amendments, omissions, additions, suspensions or variations in Scope of Work shall be made by the Bidder except as directed in writing by NPL in connection with the Contract. NPL shall have full powers subject to the provision hereinafter contained from time to time during the execution of the Contract by Notice in Writing, to instruct the Bidder to make such variations and be bound by the same conditions as far as applicable even if the said variations occur in the specifications. If any suggested variation would, in the opinion of the Bidder if carried-out, prevent the Bidder from fulfilling any of its obligations or guarantee under Contract, the Bidder shall notify within 7 days to NPL, thereof in writing, and NPL shall decide forthwith whether or not the same shall be modified accordingly with mutual agreement of the stakeholders. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the Contract rate as the case may require in accordance with the rate specified in the Contract, subject to these being eligible for "Pass Through Cost of Coal" by the concerned Government Authorities including but not limited to PSPCL. NPL shall not become liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same shall have been given in writing by NPL.

#### **17 Deduction of Income Tax**

Income tax at the prevailing rates shall be deducted at source from the bills of the Bidder as per the Income Tax Act and Rules. Necessary TDS certificate will be issued by NPL.

#### **18 Compliance with Applicable Permits and Applicable Laws**

The Bidder shall comply with the conditions of all Applicable Permits and the provisions of all Applicable Laws in fulfilling its obligations during the period of this Contract.

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

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

#### **20 Change in Constitution of Bidder and Address**

In case there is any change in partnership or any change in constitution of the Bidder, it shall be forthwith notified by the Bidder to NPL for information. Any change in the address of the Bidder shall also be intimated to the Authorised Person(s) of NPL.

#### **21 Negligence and Default**

In case of negligence on the part of Bidder to execute the Contract with due diligence & expedition to comply with any reasonable orders given in writing by NPL in connection with the Contract or any contravention in the provisions of the Contract, NPL may give 21 days' notice in writing to the Bidder to make good the failure or neglect or contravention. If the Bidder fails to comply with the notice within 21 days' notice period (or) period between NPL & Bidder with mutual discussions, NPL may suspend business/dealing with the Bidder.

Further in case of such default by Bidder, NPL may also terminate business dealings with the Bidder apart from claiming reasonable compensation/damages, forfeiture of CPBG etc.

**ANNEXURE XX: 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 Bidder's representative who witnessed the sampling process	
<b>Preparation date and time</b>		Name of Bidder's representative who witnessed the sampling process	
<b>Analysis date and time</b>		Name of Bidder's representative who witnessed the analysis process	
<b>Disagreement with regard to (sampling / preparation / test results)</b>		Name of Bidder's representative who witnessed & signed the referee sample sealing	
<b>DISAGREEMENT OF NPL LAB RESULTS</b>			
RR no./ Rake no.	Washery	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 Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
<b>Intimation By</b>			
<b>Bidder's Sign</b>			
<b>Bidder's Seal</b>			

**ANNEXURE XXI: 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.: +91-176-2277252/244

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in Bid Process ROM Coal Beneficiation AND  
MANAGING ASSOCIATED LOGISTICS**

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 shall 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 [Afroz.Ali@larsentoubro.com](mailto:Afroz.Ali@larsentoubro.com), [Chetan.Verma@larsentoubro.com](mailto:Chetan.Verma@larsentoubro.com) and [Shwet.Ketu@larsentoubro.com](mailto:Shwet.Ketu@larsentoubro.com).
2. Revised / amended documents shall 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 XXII: ACCEPTANCE LETTER**

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**To,**

**Mr. Afroz Ali**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

**Sub:** Acceptance of price submitted

We hereby confirm our acceptance and compliance to all the provisions of the Bid Document. We declare that the work will be executed in accordance with the provisions of Bid Document. 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 taxes and levies only in case of increase/additions as applicable on the day of dispatch. Similarly NPL shall be entitled to recover taxes and levies reduced/withdrawn.

We agree to abide by price submitted for the Scope of work 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 6 of Vol. I.

Signature:.....

Name:.....

Designation:.....

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**ANNEXURE XXIII: No-Dues Certificate**

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**To,**

**Mr. Afroz Ali**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

**Sub:** No Dues certificate prior to signing of bill discounting documents/ release of payment.

We have completed the supplies against the PO no ----- for the month -----.

The only outstanding payment is ----- against the PO ----- . Once the same is received, it will be construed as full and final.

Signature:.....

Name:.....

Designation:.....

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