



Nabha Power Limited

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

Document No: NPL/Road Mode/2020-21/039

Rev No 0. Dated 10-Feb-2020



**BID DOCUMENT
FOR
TRANSPORTATION OF ROM COAL FROM MINE TO NPL PLANT
THROUGH ROAD CUM RAIL (RCR) MODE
FOR
NABHA POWER LIMITED
FROM
SECL Command Areas
Communication Address:**

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GENERAL TERMS AND DISCLAIMERS

1. This document is for Transportation of ROM Coal from mine to NPL plant through Road cum Rail (RcR) Mode hereinafter referred as (**Bid Document**). The purpose of this Bid Document is to provide potential Bidders with relevant information to assist the formulation of their Bid and contains the terms and conditions that will be binding on the parties during the execution of the contract. This document is not an offer by Nabha Power Limited (NPL) to the prospective Bidders.
2. This Bid Document is based on material and information available with NPL and in public domain.
3. Though adequate care has been taken to ensure the accuracy, reliability and completeness of the information/facts stated in this Bid Document, the Bidder are advised to conduct appropriate due diligence to assure itself regarding accuracy, reliability and completeness of the said information/facts. Neither NPL, its employees nor its consultants/advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Contract, the information supplied by or on behalf of NPL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Contract.
4. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL, to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
5. Bidder before submitting their bid shall inspect and examine the infrastructure at mine, routes up to NPL premises and collect all information required to duly satisfy itself before submission of its Bid. Bidders are also required to analyse and assess regarding the type and number of equipment and facilities required for the satisfactory completion of work, **the quantities of various sections of the work**, the availability of local labour, availability and rates of required materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. The Bidder shall be solely responsible to assess any other factors other than the above which may affect the work or cost thereof prior to submission of Bid.
6. Each bidder acknowledges and accepts that by participating in the Bid process, it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.

7. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary NPL any time before the due date of opening of the tender. Notice of such change shall be uploaded on NPL's website www.lntpowerdevelopment.com. Bidders are required to visit the website and keep abreast of any such changes.
8. Each Bidder unconditionally agrees, understands and accepts that NPL reserves the rights to accept or reject any or all Bids without giving any reason. NPL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. **Intimation of any discrepancy shall be communicated to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder.** NPL also reserves the right as to whether to implement or not to implement the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.
10. NPL reserves the right to abandon the tender process at any stage resulting in non-award of contract to any party against this tender process. NPL's decision in this regard shall be final and binding on all the bidders and no liability will accrue to NPL for such decision.
11. It shall not be binding on NPL to accept the lowest or any other bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
12. NPL reserves the right to reject any or all of the Bids received without assigning any reasons. NPL shall not be responsible for and shall not pay any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions.
13. The ordered quantities may vary depending upon the decision of NPL and/or allocation of coal by Coal Companies from time to time. NPL reserves the right to vary the quantity of ROM coal on month to month basis.
14. Contractors shall comply with applicable requirements/policies of CIL/its subsidiaries related to release and handling of coal during the tenure of the contract including safe custody and prevention of misuse of coal.
15. Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.

16. In-case of any evidence of cartelization which may be evident by prices being close to one another, behaviour during the process of bidding etc., NPL Tender committee may decide to summarily reject the bid/bids of such bidders. The decision of NPL Tender Committee shall be final & binding in this respect and no protest/objection shall be entertained. Such bidders may also be blacklisted for future participation in NPL Tenders.
17. Unless otherwise specified, reference to any document that is required to be submitted implies that the same is to be submitted in original.
18. NPL reserves right to award contract(s) at any point of time within the period of validity of prices.
19. Insurance and safety of workers/Employees of contractor is in the scope of contractor.

Document number whenever referred, is the reference to latest document

20. Important timelines are as follows:

Date	Event
05 th February 2020	Publishing of NIT in newspapers
10 th February 2020	Date of availability of Bid document at NPL website
18 th February 2020	Last date for downloading of Bid Document from NPL Website and receipt of comments/suggestions (latest by 18:00 Hrs)
22 nd February 2020	Date of uploading revised document on NPL website with changes as applicable.
03 rd March 2020	Last date for expressing interest as per the prescribed format (latest by 18:00 hrs)
07 th March 2020	Physical Bid Submission Due Date at 11:00 Hrs
07 th March 2020	Opening of Technical Bids at 11:30 Hrs at Rajpura/Patiala
07 th March 2020	Opening of Price Bids at 15:00 Hrs at Rajpura/Patiala (depending upon number of Bidders and subject to completion of Technical Evaluation)

Note:

1. 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.
2. Interested parties must express their preliminary interest through the letter as per the Annexure XI 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.

VOLUME I. INSTRUCTIONS TO BIDDERS

I. GENERAL INFORMATION

Nabha Power Limited (NPL), a wholly owned subsidiary of L&T Power Development Limited has been successfully operating 2X700 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 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**, PEDAA 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 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 MTPA. 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.

NPL proposes to engage reputed and competent Transporters / Contractors for transporting ROM Coal from mine to plant including all incidental activities.

2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the Bidder(s)	Documents Required to be submitted
Technical Qualification Requirements	a. Experience in transportation of coal at CIL subsidiaries /Indian ports by the Bidder and , b. Experience in co-ordination with	a. 3 Lakh MT, and b. 3 Lakh MT	1. Certificate issued by Statutory Auditors based on the POs/Work orders. 2. Self-certified copies of the POs/Work orders.

	<p>Railways/CIL Subsidiaries</p> <p>or,</p> <p>a. Experience in transportation of coal at CIL subsidiaries /Indian ports by the Bidder</p> <p>and,</p> <p>c. Experience in loading of coal/iron ore/bauxite in wagons.</p>	<p>or</p> <p>a. 3 Lakh MT</p> <p>and,</p> <p>c. 1 Lakh MT (Quantity per year executed during any one of the recent three Financial Years.</p>	<p>3. Summary of POs/WO's duly certified by Statutory Auditors.</p> <p>4. Performance certificate as per Annexure VIII</p> <p>(Interested Applicant(s) meeting requirement of a & b or a & c of this table shall be considered qualified)</p>
Financial Qualification Requirements	d. Annual Turnover of Bidder in any one of the recent three Financial Years*.	Rs. Twenty (20) Crores	Turnover and Net worth duly certified by Statutory Auditors as per Annexure-III (B).
	e. Net worth of Bidder in any one of the recent three Financial Years*	Rs. Two (2) Crores	
Coal Storage	f. Bidder will be responsible to meet all extant laws, rules, regulations, guidelines in force specifically those that deal with the transportation and storage of coal including but not limited to appropriate permissions to store coal until the same is shifted to siding for loading into rakes.	Bidders to have storage facility of its own or consent to use storage facility from the owner of storage facility (in case the facility is not owned by the bidder) with requisite approvals for coal storage.	I. Annexure XV duly signed and stamped (as per the format).

*Recent three Financial year Includes FY 18-19/ FY 17-18/ FY 16-17

Notes:

1. 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.
2. A Bidder can bid for multiple mine, however, only one bid (price) for a single mine can be submitted by a Bidder.
3. NPL may place order on the subsidiary of the Bidder subject to the terms & conditions of the tender document based on bidder's request. However, in case of default by one subsidiary of the bidder, the default will be applied to all other subsidiaries carrying out work under this tender.

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 and Cover -C, each of which shall be in a separate envelope. Details of the contents of Cover-A, Cover-B & Cover-C areas under:**

SL NO	Cover	DOCUMENTS TO BE SUBMITTED
01	“A” shall contain in original	i. Price bid as per Annexure-IV of the bid document appropriately sealed.
02	“B” shall contain in original	1. Covering letter as per format (Annex-I) 2. Power of Attorney in favour of Authorized Signatory. (Annex II) 3. EMD in form of Demand Draft in favour of NPL
03	“C” shall contain in original	i. Latest version of endorsed Bid documents including all amendments/addendums by the bidder. ii. Declaration of subsidiaries (Annexure-XIII) iii. Undertaking for storage of coal as per Annexure-XV iv. Certificates issued by Statutory Auditors against technical & financial qualification requirement. (Annexure III A & III B) v. Declaration/certificate regarding non-audit of accounts of preceding year. vi. The documents required to demonstrate work orders executed (Annexure III-C). vii. Performance certificate as per Annexure VIII

		<ul style="list-style-type: none"> viii. Self-attested copies of POs/Work Order in support of work experience. ix. Memorandum of association (MoA), Article of Association (AoA). x. Certificate of incorporation and Board Resolution.
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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 Sl No 1, 2 & 3 in **pen drive**.

- 3.1.2 In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, the original document shall prevail. In event of the any computational error, the element wise quoted price shall 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 the future bid process.
- 3.1.4 The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format of Annexure IV. The bid and supporting documents prepared by the bidder shall be in English language.
- 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.

3.2 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 as per Annexure-XIII. 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 subsidiaries carrying out work under this tender.

3.3 SUBMISSION OF BID: -

3.3.1 Bidders shall submit their Bids at the following address by the date and time mentioned in Important Timeline.

GM & Head- Fuel Sourcing & Management,
Nabha Power Limited
P O Box 28,
Near Village Nalash,
Rajpura-140401, Punjab, India.
E-mail: Afroz.Ali@Larsentoubro.com

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

3.3.3 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.

3.3.4 Validity of Bids

The Bids submitted should be valid for acceptance till the date as mentioned in validity table in clause 9 .

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

4. BID OPENING AND EVALUATION METHODOLOGY

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

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

SL NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
I	Does the main envelop contain Cover "A", "B' and "C"?				

2	Does the Cover-B contain Demand Draft of 2 Cr in favour of Nabha Power Limited.				
3	Does the Cover-B contain the Covering letter as per specified format?				
4	Does the Cover-B contain the Power of Attorney as per specified format?				
5	Is the Bid unconditional/ non-suggestive?				

- 4.2 Bids which are not complete in all aspects as stipulated above and/or without receipt of EMD are liable for rejection. NPL Tender Committee and PSPCL officials (if deputed) at their discretion may accept any non-material/ minor deviations.
- 4.3 Then Non-financial bids (**envelope “C”**) to be opened for only those bidders who meet the responsiveness requirements.
- 4.4 Then Price bids (**envelope “A”**) of the qualified Bidders (who meet the qualification requirements) shall be opened in the presence of NPL tender committee, Bidder’s authorised representative (maximum two persons) and PSPCL representative (if deputed) in according with the timelines mentioned.
- 4.5 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.
- 4.6 All documents submitted as a part of bidding process will become property of NPL and are not returnable.

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

4.7 Evaluation for Qualification:

Following documents shall be evaluated for determining qualification status:

- a. Certificate from Statutory Auditors for technical requirement and financial qualification requirements.
- b. Declaration/ Certificate regarding non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.

- d. Board resolution for delegation of power on behalf of the Bidder followed by POA as per specified format (Annexure-II) in favor of the person named in the Power of Attorney.
- e. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- f. Performance certificate issued by end users.
- g. Other document mentioned in 3.1.1 (Cover-C)

4.8 Evaluation of the Price Bid

The Price Bids shall be evaluated on the basis of landed cost delivered to NPL Plant on Rs. /Mt basis (including all taxes and duties) individually for each mine.

Notes:

- a) Bidder will submit one rate from each mine which will comprises Surface Transportation Charge (Including GST) & Base Railway freight (Including GST & OTC, if applicable)
- b) Bidder has the flexibility to use any Railway Siding for dispatch ROM Coal to NPL. However, Bidder has to provide name of three primary sidings (as mentioned in Annexure IV) from where they will dispatch the ROM coal. However the landed cost will remain same & any differential increase shall be borne by contractor.
- c) For any increase in the nominal 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.

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

SI No	Parameters	LI 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
1	Total Transportation Charges (C) = (A) Transportation from Mine to Siding (Including loading charges at Mines & unloading charges at siding & loading charges into wagon/ rakes) + (B) Railway freight up to NPL (including Originating Terminal Charges (OTC), if any)	$C=A +B$ $=3100$ $=500+2600$	$C=A+B$ $=3100$ $=600+2500$	$C=A+B$ $=3100$ $=400+2700$
2	Landed Cost (Rs/MT)	3100	3100	3100

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

5. NEGOTIATIONS AND AWARD OF CONTRACT

NPL reserves the right for negotiations with the bidders in consultation with PSPCL.

- 5.1** NPL may release PO(s) on the Successful bidder(s) which will constitute a contract. A single or multiple Contract(s)/PO(s) can be awarded to successful bidder/s under the terms of this bid document.
- 5.2** If for any reason the Bid of the Successful Bidder is rejected, or LOI/PO issued to such Successful Bidder is cancelled, NPL may take any such measure as may be deemed fit at its sole discretion.
- 5.3** NPL at its option may release the Contract(s) /PO(s) without going through LOI stage.
- 5.4** In case due to any reasons, the LI bidder is not able to execute the work, NPL in consultation with PSPCL, may offer the LI rates to other bidders in order of merit.

6. BID CURRENCY AND VALIDITY

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

7. EARNEST MONEY DEPOSIT

- 7.1** The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 2,00,00,000/- (Rupees Two Crores only) through Demand Draft in favor of Nabha Power Limited.

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

On award of PO to successful bidders.	Qualified bidders on whom PO is not to be released	Bidders found non-responsive/Not Qualified
Within 10 working days after acceptance of PO and submission of CPBG whichever is later	Within 1 months 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.
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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 facts or makes a misleading statement in its Bid that has material impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process.
4. The Successful Bidder does not accept the Contract within the required period stipulated herein.

Important Note: In case Bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD, CPBG and Security Deposit (SD) 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. CONTRACT PERFORMANCE BANK GUARANTEE

8.1 Successful Bidder shall submit an unconditional & irrevocable Contract Performance Bank Guarantee (CPBG) of amount Rs. 2.0 Cr. as per Annexure XII.

8.2 The EMD amount submitted by the successful bidder may be returned after receipt of CPBG.

8.3 CPBG shall be maintained throughout the tenure of the contract as a security for satisfactory performance. In case of any unsatisfactory performance CPBG may be encashed in part or full. In case of encashment in part or full, contractor shall replenish the same within 2 weeks, to maintain the security.

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

8.5 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.

8.6 In addition to CPBG, Contractor to furnish Security Deposit (SD) which together with CPBG will be equivalent to value of coal (ex-coliery price inclusive of taxes) that is allocated for lifting by NPL. SD maybe in the form of BG or Cash or Undisputed retained payable amount. Based on the quantities dispatched, the freed-up SD amount will be eligible for rolling over.

8.7 Required amount under SD has to be remitted within 7 days of NPL communicating its decision to allocate a particular quantity to a Contractor.

8.8 Security Deposit (including CPBG) will be capped at a maximum of Rs. 10 Cr irrespective of the quantity of coal allocated to the Contractor. Security Deposit will be progressively returned/ rolled over based on dispatch of ROM coal.

09 VALIDITY TABLE

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 2,00,00,000 (Rupees Two Crore Only)	31- March-2021 However, EMD will be refunded to the bidder as per table mentioned in clause No. 7.1
Price Bid (Annex. IV)	N/A	31- March-2021 (For allotment of ROM Coal)
Performance Security (CPBG)*	Rs. 2,00,00,000 (Rupees Two Crores Only)	90 days beyond dispatch of last rake under the PO

*Please refer to clauses 8.7 & 8.8 for additional requirement of Security Deposit (SD).

VOLUME II.

10. PERIOD OF CONTRACT AND ALLOCATION STRATEGY

10.1 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.

10.2 Quantity to be offered & allocation of work amongst successful bidders:

Minimum quantity to be offered for the scope of work is **25 rakes per month**, for the allocation period from 1st April 2020 to 31st March 2021. The work as per the scope may get spilled over beyond this period. Monthly requisitioning and allocation to various Contractors shall be decided by NPL.

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

NPL prefers to have one Contractors per mine. L1 bidder from a given mine will be given 100% of the monthly allocated quantity from that mine. The estimated monthly requirement is approximately 1.00 Lakh MT, however, it may vary based on the actual allocations from SECL. The ordered quantity shall be limited to offered quantity by respective bidder. Quantity earmarked for a particular Bidder will depend on continued satisfactory performance. In case of poor performance or lapsing by L1 bidder due to reasons attributable to the contractor, NPL at its own discretion, may transfer the allocated quantity or subsequent allocation to L2 bidder at L1 Price. In case L2 bidder do not match the L1 price, subsequent discussion will be carried out with L3, L4 and so on bidder.

The quantities to the bidders will be allocated against Security Deposit (SD) equivalent to ex-colliery price of the allocated quantity through BG/Electronic transfer of funds. The successful bidders have to submit the SD within 7 days from the award of allocation by NPL, failing which the quantity may be allocated to the other bidder at L1 prices. The CPBG amount of Rs 2.00 Cr will be adjusted against the SD amount as per clauses no 8.7 and 8.8 of this Bid Document.

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

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

11.1 The Bidder shall quote its most competitive prices as per scope of work in price bid format for various mines.

11.2 **Price would be firm for executing scope of work for the allotment till 31st March 2021.** Work as per Scope may get spilled over beyond this period.

12. QUANTITY DETERMINATION

12.1 Weighment of rakes shall be carried out on In Motion Weigh Bridges (for tare and gross) at NPL.

12.2 NPL shall provide copy of calibration certificates if requested by the Contractor. NPL shall undertake the calibration of In Motion Weigh Bridge (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 and Contractors during that period. Any efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections may be considered as a default on the part of the Contractor.

12.3 For any reason if NPL in-motion weighbridge is not operational or weighment of the entire rake is not done due to ant reason (Over Speeding etc), the RR weight would be considered as NPL received weight.

13. QUALITY DETERMINATION

A. NPL receipt end coal quality determination:

13.1. NPL will carry out the sampling and analysis of Coal at NPL plant as per the provisions of either BIS or ASTM at the option of NPL. Normally, sampling would be done through mechanical sampling system. In case of exigencies when sampling could not be done through the mechanical sampling system, NPL will carry out the sampling and testing process as per the relevant BIS standard, however any such change in sample collection and testing process will be communicated to the Contractor in advance.

13.2. NPL's representative will have right to witness sampling and testing of coal for the Base Parameters at the loading end.

13.3. The supplier's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV

real time footage (following coverage locations),. In no case supplier’s representative will in anyway have the liberty to interfere in the quality determination process. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL. The dispute is to be registered / raised through email/ letter to Fuel sourcing group NPL, as per prescribed format as in Annexure-X. In case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.

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

13.4. Request for testing of reserve sample has to be based on justification acceptable to NPL FS & QA. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation.

13.5. 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, hence it is the responsibility of the supplier’s representative to be available at all times at CCTV monitor location to witness the same.

13.6. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained.

13.7. Reserve samples will be preserved in the NPL laboratory under jointly (NPL & PSPCL) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of NPL.

13.8. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to bidder.

13.9. In spite of having offered/ provided access to sampling, sample preparation and testing processes through CCTV Realtime footage to demonstrate transparency, the right to raise

dispute for testing reserve sample will be given provided the following conditions are satisfied:

(i) Requirement as per clause no. 13.3 above.

AND

(ii) 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.

Note: 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.

13.10. The SOP for testing of reserve sample subject to satisfaction of criteria as per 13.9 above is as under:

- a) The supplier/contractor 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.
- b) Reserve samples will be taken out from the joint custody of NPL and PSPCL in presence of supplier /contractor.
- c) 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 supplier/contractor.
- d) 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.
- e) The supplier/contractor will sign an undertaking as per Annexure XVI 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.
- f) 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.
- g) 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.
- h) The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
- i) The process of removing reserve sample from joint custody, extracting the quantity from sealed packet, conditioning, and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done on mobile.

- j) Based on the testing NPL will share the revised results.
- k) In case the supplier fails to attend the entire process despite 96 hours' notice, one more opportunity may be extended based on acceptable justification for absence. In case supplier fails to avail the second opportunity as well then Reserve Sample will not be tested, and dispute will be treated as closed and original results will be considered for payments.

13.11. PSPCL representative present at site may witness the process. Supplier/contractor will be eligible for challenging all parameters except Total Moisture and size

13.12. In order to prevent from misuse of the facility by disputing majority of results of the lot, NPL may abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case original results will be considered for payment purpose.

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

13.14. Any misuse of Realtime footage witnessing by bidder or it's representative will be viewed seriously and may result in disqualification / blacklisting of bidder, including denial of this access for balance period of supply. Presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises.

14. COMPUTATION METHODOLOGY FOR SERVICE CHARGE PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS

The service charge shall be adjusted based on the following:

14.1.1 Penalty/Bonus on account of GCV variation:

Batch of rakes received at NPL in a Calendar Month.

The adjustment for quality/GCV adjusted payable service charge shall be as under. Variation is computed as difference between monthly weighted average GCV-ARB determined at the plant and by CIMFR (final results, including that of Referee) for the Batch:

GCV-ARB Plant vs CIMFR	Formula applicable
Bonus	Capped at Rs 50/ton for 300 Kcal/kg gain, on pro-rata basis
Penalty	Rs 50 per 300 Kcal/kg variation for first slab of 300 kcal//kg, thereafter Rs 300 per 300Kcal/kg, both on a pro-rata basis, on income tax slab basis.

CIMFR GCV ARB will be deduced from CIMFR reports as follows:

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

Where,
CIMFR GCV = GCV declared by CIMFR
TM = Total Moisture % declared by CIMFR
M = Moisture % (on 60% RH & 40degC) declared by CIMFR

For GCV consideration, scenario mentioned in table below shall be applicable for comparing received GCV-ARB at NPL with GCV-ARB deduced from CIMFR results.

The coal will be despatched generally as per the sequence of DO lifting. Composition of quantity in a rake against a DO will be indicated by the contractor for establishing relationship between input & output quality.

Scenario-1 ROM Coal quality (CIMFR/SECL) reports for the entire lifted quantity is available	Scenario-2 ROM Coal quality (CIMFR/SECL) reports for 100% lifted quantity is not available.
Procedure The same will be considered for that month for deriving weighted average parameters.	Procedure 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, TM & GCV(ARB) shall be computed on proportionate weighted average basis.

14.1.2 Penalty on account of Under-loading and over-loading:

Contractor has to ensure that the all empty wagons shall be uniformly loaded up to its permissible carrying capacity. Idle freight on account of under loading above 60 MT (per Rake) shall be shared at the ratio 30:70 between NPL and Contractor respectively, i.e. till 60 MT under-loading /rake (on rake to rake basis) no penalty shall be applicable on Contractor. Actual Penal charges on account of overloading shall be shared at the ratio 50:50 between NPL and Contractor respectively. Computation of penal charges will be done on rake to rake basis .

Illustration:

Rake No	NPL Qty (MT)	Under loading (MT)	Over loading (Rs.)	Penalty due to Under Loading	Penalty due to Over Loading
1	3,755.70	300	6,50,000.00	(300-60)*Nominal Railway Freight(2400)*70%	650000*50%
2	3,646.20	320	17,50,000.00	(320-60)*Nominal Railway Freight(2400)*70%	1750000*50%
3	3,727.40	310	8,80,000.00	(310-60)*Nominal Railway Freight(2400)*70%	880000*50%
4	3,650.01	300	13,00,000.00	(300-60)*Nominal Railway Freight(2400)*70%	1300000*50%
5	3,777.20	380	8,00,000.00	(380-60)*Nominal Railway Freight(2400)*70%	800000*50%

14.1.3 Penalty on Lapsed Quantity of Coal:

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

Penalty for Lapsed Quantity = 15% of the Notified Price inclusive of all taxes and duties of SECL declared grade of Coal shall be applicable for the quantity Lapsed.

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

In following case this penalty shall not be applicable:

- a. Delay from NPL side in issuing Service Order and authorization to Contractor to lift quantity on NPL behalf.
- b. Operational Restrictions at NPL plant end.
- c. Lower lifting due to non-availability of rakes. In this case, sufficient indents must be placed by contractor and rigorous efforts/Co-ordination with railway to be made for early placement of rakes.
- d. Force Majeure situation in coal mines (as per clause no. 5 of Annexure IX).
- e. Non-availability of mining pass/permit or any other statutory permission required by Coal Company/Railways.
- f. Law & Order problems at mine end / loading area.
- g. Infrastructure constraint at the mine end in lifting & transporting coal.
- h. Reasons beyond control of contractor. The genuineness of the case will be decided by NPL.

14.1.4 Liquidated Damages (LD) on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO:

The firm should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake (~ 4000 MT). Indents may also be placed in advance, if feasible.

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

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

Above LD shall be computed with nominal rake quantity of 4000 MT/rake.

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

14.1.5 Penalty on ROM Shortfall Quantity:

Penalty for the shortfall quantity for entire quantity of the DO/DOs, shall be applicable as per following table:

Shortfall Quantity = Lifted quantity (X) less Payable Quantity (as per S No. 14.2) at NPL (Y).

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

Shortfall Qty (%age)	Penalty on ROM Coal (Like in income tax slabs)
0 to <= 2.0%	Pit Head Coal Cost (as charged by coal company Inclusive of tax and duties)
>2.0%	2 x Pit Head Coal Cost (as charged by coal company Inclusive of tax and duties)

This penalty shall not come under capping and recoverable at actual.

It is to be noted that above penalties are defined to protect interest of NPL and Contractor in case of any genuine differences in sampling and measurements. In case of any malpractices like diversion of coal, mixing of rejects/inferior coal, NPL shall take stringent actions including forfeiture of CPBG and Security Deposit available with NPL. The Contractor may also be blacklisted if suspected to be involved in practices such as Mixing of Dolachar/Rejects/Inferior grade coal or Pilferage or Diversion of RoM Coal lifted on behalf of NPL.

14.1.6 Penalty due to excessive oversized coal: Demurrage imposed at loading

end and at unloading end (paid by NPL) shall be 100% borne by the transporter. However, demurrage imposed at unloading end due to congestion that is not attributable to Contractor shall be borne by NPL. Demurrage will be one of the important factor for evaluation of performance of the contractor.

Note:

1. Incidences of repetitive Demurrage attributable to Contractor at NPSB may lead to curtailment of quantity and/or termination of Contract.
2. Demurrage will not come under the capping described in clause 14.1.8 and will be borne by the contractor at actuals.

14.1.7 Penalty due to Foreign Material: Foreign Material like plastic Tarpaulin, Sand, stones, Bajri, tramp iron pieces, concrete blocks etc. are not to be loaded into the wagons failing which the service charges proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. The quantum of foreign material shall be deducted from NPL received quantity. The assessment of quantum of foreign materials shall be jointly done by NPL Fuel Sourcing & NPL CHP team and Contractor's authorised representative (if present) by visual inspection as measurement is not feasible.

14.1.8 Chronology of penalty and adjustment application to arrive at net payable:

- (a) The gross service charge for the batch (received at NPL in a Month) shall be arrived at by multiplying the payable quantity with GCV variation adjusted service charge / Recovery as per 14.1.1.
- (b) From the gross service charge computed as above the penalties as per clauses 14.1.2 to 14.1.7 shall be calculated & recovered.
- (c) Normally all the penalties shall be first recovered from the gross payable against a monthly invoice and thereafter shall be recovered from the CPBG amount. Over all Penalties /Recoveries (excluding 14.1.5 & 14.1.6), if any from contractor, shall be capped at 50% of service charge, exclusive of GST.

Special precautions/Dos/Don'ts:

1. Any intentional addition of water/moisture, if detected by NPL after coal lifted from mines, shall be treated as material breach of the requirements and an event of default.
2. Any swapping of coal (i.e. replacing good quality coal with bad quality coal) or retention of any coal that is lifted on behalf of NPL shall be treated as material breach of the requirements and an event of default. This also will be considered as pilferage of coal.

In such a case, cap on penalties will not be applicable also NPL may take stringent actions including forfeiture of CPBG and Security Deposit available with NPL.

3. Coal lifted on behalf of NPL has to be loaded into the rake as soon as possible. In case the same is required to be stored at some place other than loading siding/platform, it shall be done with prior written consent of NPL. Adequate preventive measures against deterioration, pilferage (that can result in financial loss to NPL) should be taken by the Contractor (like covering with tarpaulin, providing 24*7 security, marking surface with lime stone or any other suitable measures including but not limited to the ones suggested by NPL). The cost of making such arrangements would be borne by the Contractor.
4. Record of dispatch of truck from mines and receipt of the coal at siding/any other locations should be maintained by the bidder. The same shall be monitored by NPL.
5. Suitable patrolling of vehicles shall be engaged for en-route patrolling from the lifting point of coal to loading into rakes. Contractor has to ensure the movement of the vehicle from lifting to loading without any stoppage.
6. Any damages to railway siding/wagons during loading has to be borne by the bidder.

14.2 Reconciliation of Coal Quantity

Quantity will be reconciled as under:

Description	Symbol	Quantity
Lifted Quantity	W	Quantity as per SECL invoice
NPL Received quantity/ Payable quantity	W1	NPL IMWB Gross Weight – NPL IMWB Tare Weight
Shortfall Quantity / Balance quantity	W2	$W2 = W - W1$

Remarks:

1. Penalty for ROM Coal Shortfall quantity will be levied as per S No. 14.1.5 mentioned above
2. The reconciliation will be done on monthly basis.

15. BILLING AND PAYMENT TERMS

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

- 15.1.** The Contractor shall raise invoice for the batch i.e. all the rakes received at NPL in a calendar month in triplicate, based on accepted grade.
- 15.2.** The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -
 - i. Copies of corresponding RRs.
 - ii. Statement showing RR No. Invoice No., Wagon No. and the net weight.
 - iii. Copy of weighment certification by NPL.

- iv. Copy of Quality reports of loading end (CIMFR), if applicable.
- v. Copy of NPL receipt end coal quality reports.
- vi. Certified working for deriving payable quantity.
- vii. Co-relation for the quantity of ROM Coal lifted and loaded on to rake for quality comparison.
- viii. Original challan copies of truck engaged in coal evacuation from mines

15.3. The eligible payments shall be released after various recoveries/adjustment as per the following procedure:

Payment Terms		
	With CIMFR sampling	Without CIMFR sampling
On receipt of batch received Weight at NPL including Invoice	90% of eligible payment within 30 days	90% of eligible payment within 30 days
On Receipt of quality results of NPL and CIMFR (if applicable)	Balance 10% on receipt of CIMFR results or 12 months from completion of batch, whichever is earlier, (but not earlier than 30 days from completion of the batch).	10% within 30 days of receipt of all documents

(a) NPL shall release the payment against **invoice** through EFT (Electronic Fund Transfer) up to **90% of eligible amount** for all the rakes in a batch as admissible, **within thirty (30) calendar days from the date of receipt of such undisputed invoices (complete in all respects)** at the NPL's designated office(s) located at the Power Plant.

(b) Balance 10% on receipt of CIMFR results or 12 months from completion of batch, whichever is earlier.

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

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

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

VOLUME III SCOPE OF WORK

16. GUARANTEED (BASE) PARAMETERS

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

17. SCOPE OF WORK

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

17.1 Allocation of coal:

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

17.2 Transportation:

- a) Post issuance of Delivery order/release order, contractor shall take delivery of ROM Coal of appropriate quality and size of coal on behalf of NPL and assure rate of lifting is as per NPL's requirement to ensure complete lifting within the delivery period.
- b) Lifting under DO shall start within 7 days of issue of DO.
- c) Contractor to arrange at it's own cost all the equipment required including but not limited to trucks/tippers/coal unloading equipment for lifting of coal from designated stock as indicated and directed by SECL, and for transportation of coal from SECL to railway loading siding/stacking area and from stacking area to railway siding as the case may be. The Contractor shall also be responsible for all equipment and arrangements required at Railway siding for loading of coal into rakes.

- d) Contractor on behalf of NPL shall validate/sign the weighment sheet as well as daily LR summary statement issued by SECL. Contractor shall collect the delivery challan and send on daily basis by electronic means and submit the same in original for the week's lifting at appropriate office of NPL.
- e) Contractor shall ensure that details of SECL Invoice (tipper wise/day wise as per the prevalent practice) lifted against the release order is sent in MS Excel format and received by NPL on the next working day. The summary should be reconciled prior to sending to NPL on daily basis. In case of any mismatch between the actual lifting and invoicing or in any other issues, contractor has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured in a timely manner.
- f) In general, all documentations related to transportation and incidental activities in the scope shall be primarily carried out by the Contractor. NPL shall support as appropriate.
- g) The Contractor will co-operate with NPL team who will periodically inspect condition of the stockpile and limestone marking and take photographs as required. The contractor will co-operate with NPL for investigation of coal stock and testing of coal, in custody of Contractor.
- h) NPL reserves the right to depute its representative on 24*7 basis for monitoring activities at storage location related to its coal and Contractor shall whole heartedly cooperate including maintain records, photographic/video evidence as required.
- i) Contractor will ensure that coal lifted under the contract from SECL by road mode from mines for transportation to loading Railway siding and stacking of the same at storage area/Railway siding is done without any mixing with any foreign material / impurities so as to maintain the quality of lifted coal. Transporter shall ensure that coal drawn under the contract from SECL is not mixed with any other extraneous material including mill or mine rejects/sponge iron reject. Mixing of any foreign material / impurities/ mill or mine rejects/sponge iron reject etc. with coal lifted under this contract shall be considered as serious breach of this Contract. The coal drawn for NPL shall be handled and kept separately from the time of drawing from mine till dispatch from railway siding. Transporter shall not indulge in any acts that result in deterioration in coal quality. NPL shall consider the above as breach of contract and shall have right to invoke Security Deposit / CPBG, impose stiff penalties followed by legal action, including termination of contract.

17.3 Indenting, Loading into Rakes:

- a) Contractor shall assist NPL in submitting the Railway Programme as per the lifting pattern and on submission of the same, contractor shall coordinate with RAILWAYS/appropriate authority for sanction of Railway program from office of Executive Director Railway Movement, Kolkata.

- b) Contractor shall submit adequate number of indents as per sanctioned programme for placement of empty rakes within the validity period for complete materialization of coal without lapsing of any quantity or sanctioned programme.
- c) Contractor shall load into the wagons on train load basis and take care the incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, contractor shall try and get NHL/N-BOX rakes which are in good condition.
- d) Contractor has to ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior to loading NPL's consignment.
- e) The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distance transportation. Contractor should take all efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Rail authorities prior to loading of Coal. Contractor has to get such wagons declared as sick wagons.
- f) Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges to ensure that loading of rakes is done within the time specified by Railways. Any demurrage, penalties and extra charges on account of exceeding Railway free time will be to the contractor's account.
- g) Contractor shall collect the RRs (Where e-RR's are not available) from Railway authorities and hand over of the same to NPL representative and email the readable scanned copy immediately so that the scanned copy is available with NPL before the rake reaches NPL.
- h) Contractor will be responsible to comply with all the formalities, modalities & legal requirements of SECL, Railways, state government and all applicable laws of the land and shall indemnify NPL against any default of the Contractor in this regard, whatsoever.
- i) Cost of indents shall be paid by Contractor.

17.4 **Monitoring of Rakes:**

- a) The contractor shall take measures to avoid the diversion/holdups of the rakes en-route to NPL.
- b) Contractor shall track the movement and keep a record of each rake till placement at designated delivery point. Contractor may provide escorts to monitor the movement of rakes in its own interest and at its own cost.
- c) Contractor shall keep track of sick wagons and maintain a record, these sick wagons after repair will be mobilised with subsequent rakes. Contractor shall assist NPL in retrieving loaded isolated sick wagons after repair. Loss to NPL due to sick wagon(s) has to be borne by contractor.
- d) Contractor to ensure proper loading of rake on train load basis and monitoring the transportation of rakes up to NPL siding so as to minimize the losses including but not limited to transit loss.

- e) Contractor shall 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.

Note: Contractor needs to provide loading point calibration certificate of weighbridge.

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

17.6 **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, Contractor to participate in the process on behalf of NPL and supervise the activities at all times to ensure that the same are carried out as required.

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

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

At the end of the day all the contractor representatives 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 contractor representatives.

Contractor has to:

- a. Ensure that the truck selection for sample collection is as per FSA/other applicable procedure.
- b. Ensure duration of sample collection in a day as per latest applicable document (06:00 to 18:00 or 24HRS as applicable from time to time)
- c. Collection of samples as per applicable provision of the FSA
- d. Ensure representative sampling.
- e. Ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room
- f. Ensure safe and secured shifting of sample bags to permanent storage room.
- g. Ensure accuracy of CIMFR field staff's records with respect to DO no, date, tag no., truck no. etc.
- h. Coordination with respective contractor operator's representative for proper movement of trucks and ensure support from truck drivers for proper placement of

- truck and cooperation in sample collection.
- i. Keep a watch over the safety of sampling staff.
 - j. In case of any inordinate delay in getting regular/Referee results from CIMFR in any colliery/Mine, Contractor to coordinate with SECL/CIMFR/TPA for expediting the same.
 - k. Based on various developments which may happen from time to time as would be notified by SECL with regard to sampling and testing modalities for ROM coal from SECL, contractor has to cooperate for adherence to the same as appropriate.
 - l. It may be noted that CIMFR methodology may undergo changes from time to time and same are expected to be complied with. In case of any change having material impact on service charge, issue shall be discussed and settled mutually.

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

- a. NPL shall authorize contractor as appropriate from time to time for its participation in the aforesaid activities. Contractor to inform NPL in case of any deviation to the procedures and standards so that appropriate corrective actions may be initiated. Contractor to monitor the health of sampling, preparation and testing equipment in the field and in case of any problem, take up the same with SECL /CIMFR for necessary corrective action. NPL shall support as required.
- b. One composite sample shall be prepared for all the sampled bags collected from various sampling points for all the DOs/contractor of NPL in a day in a mine/colliery. All the gross sample bags of a mine shall be mixed together and finally by reduction one composite sample shall be prepared for NPL in a day.
- c. Contractor shall witness for proper sealing of referee sample and its movement till it is kept under lock & key at safe custody of CIMFR.
- d. Before commencement of the preparation, contractor shall check for all the bags for intactness of seal and matching of Seal number with record available for the date of sampling. By physical inspection ensure that no tampering has been done with any of the bag.
- e. Contractor to pay utmost attention in the process of sample quantity reduction during different stages till packing of final packet as this is the most vulnerable stage for adulteration.
- f. Ensure that the preparation is done as per applicable procedure as mentioned in FSA.
- g. Contractor to follow up with CIMFR for movement of samples as required (including referee samples) and declaration of results as per the timelines. Specific attention has to be paid for timely testing and declaration of results for Total Moisture.

- h. Contractor to follow-up with SECL for expeditious issuance of credit notes based on claims lodged by NP/SECL and also extend full support to NPL for reconciliation with SECL for adjustment of credit amount with further advance payment to SECL.
- i. In case of disputed samples, contractor shall follow-up for early movement of documents and samples, so that results of referee testing are available in shortest possible time. Also, in case of dispute for referee sample to be raised by NPL, contractor to assist NPL in raising and submitting the claims and subsequent activities.
- j. Contractor shall be responsible for monitoring the weighment of rakes at/near loading siding and shall ensure accuracy of the weighment.
- k. In case, any law/rules imposed by concerned authority for covering of wagons with tarpaulin etc., the contractor will do so at its own cost and no additional charges will be payable against the same. The same needs to be removed well before the rake enters NPL plant premises to prevent demurrage. Failing which, the consequential Railways demurrage for delay in rake unloading shall be recovered from contractor's invoices.
- l. While rakes are in transit, the contractor shall keep on updating NPL on movement of rake from the loading siding till the rake reaches the destination i.e. NPL siding and further as the rake reaches NPL plant siding, the contractor 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 contractor shall endeavor to keep close track and coordinate with Railways to deliver the missing wagon to NPL at the earliest.

17.8 A manager level person from Contractor has to be posted in colliery/siding to coordinate entire activity, NPL team member may also accompany him.

17.9 Contractor shall assist NPL for carrying out periodical joint reconciliations of coal bills received for the advance paid to SECL in timely manner. Contractor 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.

17.10 Contractor shall also assist NPL for getting credit from SECL in case the monthly weighted average surface moisture of coal exceeds the thresholds mentioned in FSA. Contractor shall assist NPL in coordinating with Railways for carrying out reconciliation of actual freight debited for each rake.

17.11 In case of any dispute with SECL /RAILWAYS/CIL subsidiary regarding payment, claim, commercial issues etc., Contractor shall assist NPL in taking up and resolving this matter with concerned department.

- 17.12 It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.
- 17.13 Contractor has to provide sufficient manpower strength, for monitoring Coal Quality & Dispatches from Mines to Sidings in trucks. The persons deputed shall be in contact with & shall take instructions/ guidance from NPL team.
- 17.14 Contractor has to depute sufficient team at truck loading point to ensure lifting of good quality and size of coal. Contractor also has to ensure third party sampling by CIMFR for entire quantity.
- 17.15 If required, contractor has to arrange vehicle to facilitate CIMFR representatives to carryout Sampling. This shall be in addition to vehicle provided by NPL.
- 17.16 Contractor has to ensure complete coverage for Sampling & Preparation done by CIMFR on behalf of NPL on best effort basis.
- 17.17 In case CIMFR declares Grade lower (lower quality) than SECL 's declared grade, Contractor has to assist NPL at all stages from filing claim, till the credit note is issued to NPL.
- 17.18 In case CIMFR declared quality results are challenged by NPL/ SECL, contractor has to assist NPL at all stages of referee process, till the credit/debit note is issued to NPL.
- 17.19 In other incidental activities to complete the scope of work as per this work order, the same has to be done by the contractor without any additional service charge.
- 17.20 Transshipment of coal to locations other than the locations that are accepted in the bid document is not permitted and shall be treated as a material breach of contract.
- 17.21 Any other activity not envisaged or which comes up during the tenure of the contract which is required to be discharged in fulfilment of obligation as above is deemed to be included in the scope of the contractor unless the same has substantial/material cost implication. In case of any new activity having material cost implication, NPL and contractor shall discuss and settle in good faith.

Note: Payment to SECL for coal value and payment to railways for Railway freight shall be directly paid by NPL to SECL & Railway respectively.

18. Taxes & Duties

- 18.1 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.

- 18.2 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.
- 18.3 Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same shall be admissible for payment. Similarly, any taxes and duties which are modified by Government, bidder to pass on the consequential benefit to NPL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of implication.
- 18.4 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.
- 18.5 Increase in cost for any spill over of the rake beyond dispatch schedule (if not deferred by NPL) and consequential variation in cost to Contractor (taxes & duties, Railway freight, any statutory levies including compliance to the law of land and changes there to) is to contractor's account
- 18.6 Income Tax payable shall be to the account of Contractor. Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL shall issue valid certificates for the tax deducted at source

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

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 244

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL including all incidental expenses

1. Being duly authorized to present and act on behalf of M/s (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats, as stipulated in the bid document, for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of revised Bid Document duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders. We also confirm that we have not lapsed coal of any customer.
5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Clause 17.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of road transportation from mine to railway siding and rail transportation from the railway sidings to the power plant as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the

future.

7. We agree to furnish any additional information and documents as required by NPL to establish representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
8. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents. We further confirm that we have no unresolved disputes with NPL.
10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
11. We confirm that our rates are firm for handling of the quantum of coal indicated for the scope of work.
12. We confirm that we shall handle entire quantity as offered in the Price Bid, in case the same is awarded.
13. We confirm that our Bid includes all taxes. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
14. We confirm that we meet/ will continue to meet all extant laws, rules, regulations, guidelines in force including those that deal with the transportation and storage of coal until the same is shifted to siding for loading into rakes.
15. Monthly quantity offered: Minimum of rakes of ROM coal to be. (Minimum 25 rakes to be offered per month from April'20 to March'21)
16. Details of the Bidder to be used: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
17. The details of contact person are furnished as under:
Name:
Designation:
Name of the Company:
Address of the Bidder:
Phone Nos.:
Fax Nos.:
E-mail address:

Thanking you,

Yours sincerely,
(Authorized Signatory and Seal)

Name:
Designation:
Address:
Date: -----Place: -----

ANNEXURE II: POWER OF ATTORNEY

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

POWER OF ATTORNEY

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Documents for shortlisting of Bidders for **Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL** 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 CERTIFICATION FROM STATUTORY
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.: +91-176-2277251 Extn: 244

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL

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

Table-A

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

*One of the two as applicable.

Yours faithfully,

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

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

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

Enclosures:

- 1)
- 2)
- 3)

B. Financial Qualification

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

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL

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

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

Yours faithfully

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

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

- Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor**.

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

C. Format for compilation of work orders executed

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

Dear Sir,

Sub: Compilation of work order executed related to Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL

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

Cumulative quantity must exceed the qualification requirement.

Yours faithfully,

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

Name:

Date:

Place:

Please affix seal of Bidding Company

Date:

Note:

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

Enclosures:

1)

2

ANNEXURE IV: PRICE BID FORMAT

Nabha Power Limited – Price Bid

(On Letter Head of Bidder)

To,

GM & Head – Fuel Sourcing & Management
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277251 Extn: 244

Dear Sir,

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

Having examined the Bid Documents No. _____ including its Amendments/Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL in full conformity with the Base parameter specifications at Clause.16 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties.

Sl.No	Colliery Group	Total Transportation Charges upto NPL including Surface Transportation Charges Inclusive of GST and Nominal Railway Freight Inclusive of GST & OTC, if applicable
A	Bishrampur, Balrampur	
B	Amera, Amgaon, Gayatri, Kumda, Rehar	
C	Mahan li	
D	Dugga, Mahan, Bhatgaon, Kalyani, Mahamaya, Nawapara, Shivani	
E	Churcha	
F	Jhilimili, Katkona, Pandavpara	
G	Chirimiri, North Chirimiri, Kurasia, Ncph, Deva Incline	
H	Raniatari, Vijaywest	
I	Rajnagar, Baheraband, Bijuri, Haldibari, Jhiria, Kapildham,	

	Kapildhara, Kurja, Malga, Palkimara, Somna, Westjkd	
J	Amadand, Bartarai	
K	Bhadra, Narayan, Jamuna, Meera	
L	Amlai, Dhanpuri, Sharda, Bangwar, Damini, Khairaha, Rajendra	
M	Kanchan, Birsinghpur, Nowrozabad West, Pali, Pinoura, Vindhya	
N	Piparia, Umaria,	
O	Manikpur, Bagdeva, Balgi, Banki, Dhelwadih, Rajgamar, Singhali, Surakachhar	
P	Kusmunda	
Q	Gevra	
R	Dipka	
S	Baroud	
T	Chhal, Dharam	
U	Jampali	

Note:

1. The Price Bids shall be evaluated as per clause no 4.8 of this bid document.
2. 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.

3. 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 service charges.
4. As on date GST on Surface Transportation & Railway Freight is 5%.

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:.....

List of references, if any	

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

Goods & Services Tax(GST) Registration No & Date	
MSME Registration No. & Date	
SSI Registration No & Date	
PAN No	
PF Registration No	
ESIC Registration No	
Factory Licence No	

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

Any other information:

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

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

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

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

Code of Conduct

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

DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR

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

Rubber stamp of the Vendor

Name & Designation of Authorised Signatory

Signature and Date

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

The Vendor is Approved based on:

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

To be filled up by Finance & Accounts

Vendor Code	
Date	

ANNEXURE VI: CODE OF CONDUCT FOR INTERMEDIARIES
INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS /
VENDORS

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall 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 shall 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 shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
6. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach

of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.

7. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
8. I / We hereby agree that in the eventuality of me / us appointing a sub-contractor (with written approval of L&T), the sub-contractor shall also comply with this Code of Conduct.
9. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
10. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
11. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

ANNEXURE VII UNDERTAKING FORMAT

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

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

Signature & Seal

Name

ANNEXURE VIII PERFORMANCE CERTIFICATE FORMAT

To,

GM & Head – Fuel Sourcing,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277251 Ext.: 244

Sub: Performance certificate for **Transportation of ROM Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from SECL**

This is to certify that *(name of the bidder)* having registered office at *(address of the bidder)*, having bidder plant at *(address of bidder plant)* has carried out the work of **ROM coal lifting, coordinating , road transportation , rake loading & Delivery up to plant for the 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	Quantity delivered (MT)	During the period

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

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

Thanking You,
Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

ANNEXURE IX: GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

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

“Applicable Laws” shall mean all laws for the time being in force in India, including all acts, rules, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court 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 16 of Vol.-III.

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

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

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

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

“Coal” shall mean ROM Coal supplied to the Power Plant as required by the context.

“Contract” means an Agreement / PO entered between the Successful Bidder and Owner.

“Contractor(s)/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 Scope of Work.

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

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

“Government Authority/Statutory Authority” shall mean the Government of India (GoI), the Government of Punjab (GoP), the Government of Chhattisgarh (GoC), any local government 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, or administrative body or official or Person, having jurisdiction over the Contractor, 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 affect the transportation as defined in Clause 17 Vol.-III, Scope of Work. It shall also imply necessary arrangements with transporters including railways, knowhow about processes, coordinating with various interfaces involved, minimizing losses, demurrages and including related documentation and arranging access to Railway siding etc.

“Landed Cost” shall mean the cost incurred in **Transportation of ROM Coal from mines of SECL to NPL Plant through Road cum Rail (RCR) Mode including railway freight and other expenses as per the terms of the bid document.**

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

“Party” shall mean either NPL or the Contractor.

“Parties” shall mean NPL and the Contractor collectively.

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

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

“Prudent Industry Practice” shall mean 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.

“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.

“ROM Coal” shall mean Run-of-Mine coal supplied by South Eastern Coal Fields (SECL), from any of its mines.

“Scope of Work” shall mean entire scope related to issue of all relevant documents, coordinating, lifting, transporting and delivery of coal to the Power Plant as defined more clearly in Clause 17 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 17 Vol-III, Scope of Work.

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

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

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

Notes:

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

- iii) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- v) In case of conflict in interpretation of Contract clause with Bid document, provision as per bid document will take precedence.

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 shall be construed to be as per prudent business practices.

2. GOVERNING LAW AND JURISDICTION

Governing Law and Jurisdiction

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

3. INDEMNIFICATION

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

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

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

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

4. CONFIDENTIALITY

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:

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

The obligations under this section shall survive for a period of five (5) years post termination of the Contract.

5. FORCE MAJEURE

- 5.1.** 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 radioactivity 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 Contractor or of his Subcontractors.
- 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 Contractors or Subcontractors.

5.2. 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 subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 5.2;
- 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 Contractor; or
- h. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the ROM Coal from the Colliery to the Washery or the Washed Coal to the Power Plant; or
- i. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- j. Insufficiency of finances or funds or the Contract becoming onerous to perform.

5.3. 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 set forth in Clause 9, 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.

5.4. 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 5.5 (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 5.4.a and 5.4.b. have been complied with.

5.5 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 Contractor 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.

5.6 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 Contractor 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.

5.7 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.

5.8 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 in accordance with the provisions of Article 6.8.a, the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however the Contractor shall be entitled to be paid the outstanding fees in relation to the work already completed under the PO.

6. EVENT OF DEFAULTS

A. Contractor's Events of Default:

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

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

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

B. NPL's Events of Default:

- i. If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~1 month's value of the supplies and the delay in payment

exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an Event of Default on the part of NPL unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

NPL shall take steps to remedy the Event of Default within 30 days of notice by the contractor. If NPL has not taken steps or proposed to take steps to remedy the Event of Default, the contractor shall be entitled to terminate the Contract.

7. COMPLIANCE TO LAWS

Compliance of Labour Laws

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

Compliance with Law of the Land:

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

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

8. DISPUTE RESOLUTION AND ARBITRATION

9.1. Dispute Resolution and Arbitration

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and Fuel Sourcing through mutual

discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days' notice to the other party for settlement of disputes.

- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 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 including for holding of any and every proceeding shall be at Chandigarh, India
- iv) There 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 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 the notice of NPL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC)/ in compliance with Supreme Court order of Civil Appeal no. 179 of 2017 as well as practical aspects/ good practices.

9. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES

10.1. Insurance:

Insurance of coal stock at bidder:

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

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

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

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

10.3. Adherence to Occupational Safety while at workplace NPL

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

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

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of contractor's persons, equipment and tippers shall attract applicable

penalty from service bills and re-occurrence of any similar incidence shall not be accepted in any case.

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

Deduction from Contract fees

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

10. TERMINATION OF CONTRACT

11.1. Termination of Contract

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

In case the contractor wishes to terminate the contract, he has to give 60 days' notice period and process & supply the entire coal allotted to him to the satisfaction of NPL.

The Parties agree that the Contractor shall not be entitled to the payment of any termination compensation.

11. Blacklisting Criteria:

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

- a) Default as per Tender/PO terms (events of defaults)
- b) Influencing in the process of weighment or sampling, sample preparation or analysis of coal at NPL and any person in NPL/ associated agency with intent as established by Tender committee of NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.

- f) Unauthorized use of name of the firm/ bidding entity or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a bid, or refusal to accept an award of PO without justifiable basis as determined by NPL Tender committee
- h) Any attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Supply of coal which is substandard, or way beyond acceptable standards as per the bid requirement.

Mixing of dolochar or any other ingredients in coal that degrades the actual quality of coal & are detrimental to NPL power plant operation / equipment or Pilferage and/or diversion of Coal lifted on behalf of NPL

- 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, Contractor may be cautioned based on initial transgressions.
- m) NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of blacklisted company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.
- n) NPL Tender committee with final approval by the competent authority of NPL shall take decision on blacklisting of any entity based on the recommendation of Head –Fuel sourcing.

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

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

ANNEXURE XI: FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS

(On Letter Head of Bidder)

To,

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

Dear Sir,

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

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

We acknowledge that timely & safe transportation of coal without any pilferage / swapping / loss / lapse is key requirement and assure you that we 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, Chetan.Verma@larsentoubro.com and 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 XII: Format Contract Performance Bank Guarantee

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

Bank Guarantee No.....

Date

To,

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

Dear Sir,

In consideration of M/s. Nabha Power Ltd., 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 permitted assigns) having invited Bids, shall enter into a "Contract" with M/s (Insert name of Bidder) having its registered office atand 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 **Transportation of ROM Coal from Mine to NPL Plant through Road Cum Rail (RcR) Mode from SECL Command Areas**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. _____/- (Indian Rupees ____ Crores Only)(as per Cl.no..... of PO no.....dated....., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, (Name and address of the Bank), having its Head Office at..... and Branch office atand issuing branch at (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 Rs. _____/- (Indian Rupees ____ Crores only) (as per Cl.no..... of PO no.....dated....., insert as applicable), as aforesaid at any time up to [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder.

Any such demand made by NPL on the Bank 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 Indian Rupees _____/- (Indian Rupees ____ Crores only) (as per Cl.no..... of PO no.....dated....., insert as applicable), as long as it remains in force.

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

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees _____/- (Indian Rupees Crores only)) (as per Cl.no..... of PO no.....dated....., insert as applicable), and 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.

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

Annexure XIII: Annexure for Declaration of subsidiaries/Related Parties

(On the letter head of the bidder)

To,
GM & Head – Fuel Sourcing & Management,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277251 Extn: 244

Sub: Declaration of subsidiaries under current Tender.

Dear Sir,

With reference to Volume-I, Clause-2, Note-3 i.e. Bidder can sub-contract the work to its current and future subsidiary after taking approval from NPL, we wish to inform you that we are participating in the Tender process by the name of M/s _____.

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

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this tender document **NPL/Road Mode/2019-20/036 and all subsequent revisions/ addendums/ amendments.**

Thanking you,
Yours faithfully

For

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

Name:
Date:
Place:

ANNEXURE XIV: ACCEPTANCE LETTER

To,

GM & Head – Fuel Sourcing & Management
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277251 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/recover taxes and levies only in case of changes/additions/ deletions as applicable on the day of dispatch.

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:.....

ANNEXURE XV: Undertaking regarding Coal storage area

To,
GM & Head – Fuel Sourcing & Management
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277251 Extn: 244

Dear Sir,

Sub: Undertaking regarding Coal storage area to stack coal lifted on behalf of NPL.

We hereby declare that all consents and approvals required under applicable laws in force and as amended from time to time required to store coal lifted on behalf of NPL are available with us and we further undertake to keep all such consents and approvals valid for the term of the tender. All costs regarding these consents and approvals will be borne by us.

Name & Signature of the authorized person of the Bidder

**ANNEXURE XVI: UNDERTAKING FORMAT FOR WITNESS OF
EXTRACTION AND CONDITIONING OF REFEREE SAMPLE**

I hereby confirm that I have witnessed the process of extracting of reserve sample from the joint custody and the process of conditioning as per the terms of the tender/PO. As per the procedure NPL will now proceed for the testing of the reserve sample. The results of the reserve samples so tested will be final and binding on both the parties and cannot be further challenged by either of the parties

Signature & Seal

Name