



## ***Nabha Power Limited***

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

Document No.: NPL/Alt Coal/2016-17/0019 R1 Dated 18-10-2016



**BID DOCUMENT  
FOR  
SUPPLY OF  
IMPORTED NON-COKING COAL (6300 GAR) UP TO 6.0 LAKH TONS  
FOR THE PERIOD NOVEMBER '16 TO MARCH '17 TO NABHA POWER  
LIMITED**

**Communication Address:**

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## Disclaimer

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1. This Bid Document is not an agreement or offer by Nabha Power Limited (**NPL**) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.
2. While adequate care has been taken to ensure the accuracy, neither NPL nor their directors or employees or advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
3. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the relevant infrastructure at the Plant for the satisfactory completion of the work. Bidder should note that NPL siding, unloading and testing facilities will be used by multiple Parties including Suppliers/Contractors of NPL.
4. Nabha Power Limited may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be uploaded on Nabha Power Limited's website [www.lntnabhapower.com](http://www.lntnabhapower.com) under "npl announcement".
5. Bidders in their own interest may communicate to NPL through email their preliminary interest in the Bid process, so that in addition to uploading various documents on the website, NPL may keep them updated from time to time
6. Each Bidder unconditionally agrees, understands and accepts that Nabha Power Limited reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of contract, and in such case no bidder/intending bidder will have any claim arising out of such action
7. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the bidder(s) in the process are not reimbursable by NPL, and NPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
8. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.
9. NPL reserves the right to abandon this tender process at any stage without assigning any reason whatsoever. Bidders unconditionally accept NPL's decision in this regard.

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## 1. Definitions

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“**Authorized Signatory**” will 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.

“**Bidder/Bidding Company**” will mean a company duly incorporated under the relevant laws of India and making the Bid. For a Bidder incorporated outside India, prior consent of NPL is required to participate in the Bid.

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

“**Coal**” will mean Non-coking coal of foreign origin meeting the specification as per the Bid Document and supplied to Nabha Power Limited/ as required by the context.

“**Contractor(s)/Supplier(s)**” will mean the Successful Bidder(s) with whom Contract has been entered into by Nabha Power Limited and will include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Clause 7.0, Scope of Work.

“**Contract/ Purchase Order**” will mean the formal agreement executed between Nabha Power Limited and the Contractor/ Purchase Order (PO) issued by NPL to the Contractor/Supplier for performing activities defined as per Clause 7.0, Scope of Work with the terms and conditions mentioned therein including the Bid as accepted by Nabha Power Limited, specifications, scope of work, billing schedule/ schedule of quantities with rates and amounts, etc.

“**Contract Performance (Bank) Guarantee**” will mean Bank Guarantee as required to be submitted pursuant to this Bid document for performance security. This requirement of performance security may also be fulfilled through Demand Draft of required amount; as also by required amount retained in lieu of CPBG by NPL at its sole discretion.

**“Independent Inspection Agency-Contractor ©/IIAC”** will mean the agency appointed by Contractor for testing of Coal at loading end.

**“Lot”** For the purpose of bill submission and payment, Lot will be considered as delivered quantity of approximately 40000 Tons (~10 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1<sup>st</sup> rake of the fresh PO, whichever is lower. Lot size may also be as decided by NPL Fuel Sourcing for the convenience of processing.

**“Letter of Intent (LoI)”** of the Bid will mean the official communication issued by Nabha Power Limited notifying the Successful Bidder(s) about acceptance of its Bid. NPL may at its sole discretion, issue PO without going through the stage of LoI.

**“MT/ Ton/ Tonne”** means Metric Tonne which is equivalent to 1000kg.

**“Party”** will mean either NPL or the Contractor.

**“Parties”** will mean NPL and the Contractor collectively.

**“Power Plant”** will mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura in the state of Punjab.

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

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

**“Referee/referee samples”** will mean that part of the main sample packed and stored in safe custody for confirmatory/ repeat testing.

**“Scope of Work”** will mean entire scope related to issue of all relevant documents, liaising and coordinating, procuring, lifting, transporting, supply and delivery of coal to the Power Plant as defined more clearly in Clause 7.0 including associated and incidental activities.

**“Subcontractor(s)”** will mean an agency appointed by successful bidder to render obligations / part of work scope under the contract which would essentially include the agency appointed for witness of 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 consent of NPL Head Fuel Sourcing.

**“Successful Bidder”** will mean the eligible Bidder invited by Nabha Power Limited for entering into Contract for performing activities as spelt out in the Bidding Document.

**“Taxes”** means all applicable taxes, levies, imposts, cess, duties and other forms of taxation which may be payable by the Contractor in accordance with Applicable Laws. It may be noted that NPL enjoys exemption on Advance Tax and in case the same is withdrawn, any amount due on account of this will be reimbursed by NPL.

**“Third Party Agency (TPA) / Sampling and Testing Contractor (STC)”** will mean the coal inspection agency appointed by NPL for carrying out sampling and analysis of Coal at Power Plant. IIA-C cannot be the same as TPA/STC.

**“Written Notice and serving thereof”** will mean a notice or communication in writing and will be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier/ fax, or within 2 hours of its dispatch if sent by e-mail and confirmed by fax to the last business address known to him who gives the notice. This also will include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail. However this will not be a mode of submission of Bids.

**Notes:**

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "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 person(s) authorized for the purpose.
- 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 will 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 will 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) **It may be noted that material features of the proposed Contract/Purchase Order are captured in the Bid Document. While care is taken to make the document as**

**exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.**

- vi) Interested Bidders may register their preliminary interest by submitting letter as per required format available on NPL website.**

## 2. Qualification Requirements:

The following Qualification Requirements are required to be satisfied by the Bidder:

	Parameters	Minimum Requirements	Documents required to be submitted
<b>Technical Qualification Requirements</b>	Supply of Non-coking Coal in any one financial year during preceding three audited financial years 2015-16, 2014-15, 2013-14.	5 Lakh MT coal of Foreign origin.	Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure III/IIIA
<b>Financial Qualification Requirements</b>	The average annual turnover of the Bidder for the preceding three financial years as above	Rupees Two Hundred Crores	Turnover and Net Worth duly certified by Statutory Auditors
	The average net worth of the Bidder for the preceding three financial years	Rupees Twenty Crores	

MMT=Million Metric Tons; MT = Metric Ton

### Notes:

1. Bidding through Consortium is not permitted
2. In case of lower participation, Qualification thresholds may be lowered up to 50% of callout as above) to ensure wider participation (preferably minimum three parties).
3. NPL reserves the right to reject Bids of Bidders/disqualify Bidders who have record of poor quality/delivery for past supplies.
4. NPL has right to summarily reject / disqualify bidder at any stage if it transpires to NPL that bidder has changed it's identity to defeat the past poor record and thus attempted to mislead NPL.
5. Coal properties (typical / expected) proximate, ultimate, ash analysis as per the format (Annexure- IX) are to be submitted to NPL well in advance preferably on or before opening of price bid however considering the time taken for this technical evaluation, decision from the technical team may become available post opening of price bid. NPL will decide suitability of the coal offered. Certificate from mine owner giving these properties is preferred.
6. Specifications of coal offered by the Bidders are subject to acceptance by our Technical Team. In case no specifications offered by the bidder or specs offered are not approved by the technical team, NPL at its option may provide the bidder an opportunity to furnish additional specs.
7. Bidders who were qualified in the earlier bid process i.e. bid process conducted in FY 15-16 including the recent bid process (having bid submission dated 12.04.2016) are deemed to be pre-qualified for this bidding process and are exempted from submitting documents under Technical and Financial qualification as mentioned in clause 4 ( Submission of Bids)
8. Award of PO which will be based on price competitiveness and requirement of NPL and governed by other terms and conditions of this Bid document.



9. NPL plans to float similar tender process in frequent intervals, new parties who gets qualified in this current tender process will be deemed to be qualified for future tenders provided qualification requirements are not enhanced and the parties meet the requirements as per the contents of the covering letter as per annexure-I

### 3. General Terms and Conditions

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#### 3.1. Earnest Money Deposit

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The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of an unconditional and irrevocable Bank Guarantee (from any of the acceptable banks as set out in Annexure-X) as per the format set out in Annexure VI or through a Demand Draft (from a Bank acceptable to NPL) in favour of Nabha Power Limited, confirmed for payment at Rajpura, Punjab, India. Validity period of EMD should be as per clause 3.7.

In case of NPL's decision to annul the bid process the EMD (Earnest Money Deposit) will be refunded/ returned within 15 working days of written intimation from NPL regarding annulment of the Bid process. The EMD of technically disqualified bidders will be returned/ refunded within 15 working days of technical Bid opening and for technically qualified bidders on whom contract not awarded will be returned immediately after award of PO on successful bidder. Further EMD of successful bidder on which contract/ PO is to be released, will be returned/ refunded within 10 working days post acceptance of PO and submission of Contract Performance Guarantee by bidder. No interest is payable on EMD.

NPL will have the undisputed right to encash the EMD if:

- i. the Bidder withdraws its Bid during the validity period of the Bid;
- ii. 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;
- iii. the Bidder does not accept the arithmetical correction of its Bid price, if NPL finds any discrepancy during evaluation;
- iv. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Intent (LOI)/PO within the specified time limit; and
- v. Successful Bidder does not accept the PO materially aligned with bidding document and any insignificant, unimportant and inconsequential deviation would not be construed as "Major deviation" or substantial change" The decision of the NPL whether such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful bidder rejecting the PO despite decision of NPL with regard to material alignment of PO w.r.t bid document will be authorizing NPL to encash the EMD as per bidding document.

**Important Note: In case Bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or CPG may be encashed by NPL and Contract if awarded may be annulled. NPL may also take other actions as appropriate including blacklisting/debarring the bidder from future participation.**

### 3.2.Contract Performance Guarantee (CPG)

On awarding of contract, the Successful Bidder who has submitted the EMD in the form of Demand draft, the same will be retained as CPG till the requirement of CPG validity as per clause 3.7 or else if bidder wishes to submit a Bank Guarantee for CPG then the EMD DD amount will be refunded. The Bank guarantee for CPG should be an unconditional and irrevocable Contract Performance Bank Guarantee within 10 working days of issuance of PO with validity as per clause 3.7

In case the successful bidder has submitted the EMD in the form of a Bank Guarantee will convert the same BG in to an unconditional and irrevocable Contract Performance Bank Guarantee within 10 working days of issuance of PO with validity as per clause 3.7

No interest will be payable to the Contractor on the Contract Performance Guarantee.

### 3.3.Schedule of Supply & Quantity

Date from LOI/PO	Timelines
Starting of dispatch of 1 <sup>st</sup> Rake from loading siding	On or before 7 <sup>th</sup> day from LOI/PO date.
Balance Rakes quantity	Schedule for balance rakes will be commensurate with uniform weekly dispatch for the entire dispatch window. Exact Rake wise schedule will be specified in the PO

As an Example:

Say, a successful bidder is awarded PO for 40,000 MT to be supplied within 4 weeks, the typical rake wise schedule will be as under:

PO issue date : 24<sup>th</sup> Oct'2016.

Total approx. no. of rakes =40,000 MT/4000 MT=10 rakes

Rake wise typical dispatch schedule	Week start date	Week end date	No. of rakes
1 <sup>st</sup> Rake			Any day between 24 <sup>th</sup> Oct'2016 to 31 <sup>st</sup> Oct'2016
1 <sup>st</sup> Rake to 3 <sup>rd</sup> Rake	31 <sup>st</sup> Oct '2016	06th Nov'2016	3 rakes any day within the first week of window
4 <sup>th</sup> Rake to 5 <sup>th</sup> Rake	7 <sup>th</sup> Nov'2016	13 <sup>th</sup> Nov'2016	2 rakes any day within the second week of window)
6 <sup>th</sup> Rake to 8 <sup>th</sup> Rake	14 <sup>th</sup> Nov'2016	20 <sup>th</sup> Nov'2016	3 rakes any day within the third week of window)
9 <sup>th</sup> Rake to 10 <sup>th</sup> Rake	2st Nov '2016	27 <sup>th</sup> Nov'2016	2 rakes any day within the 4th week of window)

\*No incentive is payable for early dispatch. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless early delivery is desired by NPL. Schedule will be extended commensurately in case of restrictions by Railways for loading for NPL Railway siding exceeding 3 consecutive days or cumulatively 7 days in a window of 30 days period starting from first scheduled date of dispatch. Relief on account of this has to be supported/ demonstrated by appropriate documents including but not limited to proof of indents placed. Quantity will be as specified in the PO and will not be determined by the number of rakes.

## Quantity:

Imported Coal 6300 GAR quality: Up to 6 Lakh Metric Tons for a period from 1<sup>st</sup> Nov '2016 to 31<sup>st</sup> Mar'2017. Supplied quantity to be increased commensurately to match energy content as per order, for example: if ordered quantity is 3.0 Lakh MT @ 6300 GAR and average GCV of supplies 6200 GAR, then the quantity to be supplied would be  $(6300 \times 3 / 6200) = 3.05$  Lakh MT.

### Note:

1. This Schedule for supply of Coal is tentative and will be subject to and adjusted to technical requirements of power generation from NPL and approval of its off-take, including governing rules and policies as applicable from time to time from Punjab State Power Corporation Limited (**PSPCL**) and/or Punjab State Electricity Regulatory Commission (**PSERC**) /**Statutory Authority**.
2. It may be noted that as per the directions of authorities, NPL can not make any take or pay commitment.
3. In case PO is released on more than one Party, NPL may specify staggered/parallel delivery schedule, which will be binding on the Contractors within the overall provisions of the Bid document (Clause 3.3).  
Liquidated damages applicability will be amended suitably in case NPL desires amendments/ changes to schedules. Liquidated damages applicability will be suitably relaxed in case of restrictions for loading imposed by Railways due to reasons other than attributable to the Contractor/Supplier. **In case NPL advises to stop supplies for a period more than 15 days, then NPL would confirm in writing for restart of the balance supplies allowing 21 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.**
4. Tolerance on supplied quantity on NPL total received weight basis: PO quantity minus 4000 MT of 6300 GAR so as to ensure that dispatches will be in full rake quantity.
5. In case of requirements during part of the month, proposed ordering quantities will be pro-rated based on the offered quantity of a month by 4 weeks.
6. Early despatch is an important aspect of this tender.

### 3.4.Contract Quantity

#### **Minimum quantity to be offered:**

**3.5 lakh MT for the period of 1<sup>st</sup> Nov'16 to 31<sup>st</sup> Mar'16 uniformly distributed with weekly delivery schedule as specified.**

**Note: Bids offering quantity lower than the minimum may be rejected. NPL, at its option may award the Contract to one or more than one Bidder.**

As a prudent practice, NPL may award to L1 Bidder up to 70% of quantity to be ordered/required by NPL (limited to quantity offered by the Bidder) and then to L2 Bidder balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by NPL in consultation with/as directed by appropriate authorities. However this is not binding, if in NPL's opinion this is not in its interest and NPL may decide as deemed fit. In case quantities to be

ordered in a particular month are lower than the minimum quantity that is required to be offered as above, NPL may decide not to split the quantity for that month.

Within the overall norms as above, in order to optimally utilize available coal with different qualified bidders/ prospective contractors, swapping may be resorted to as per mutual agreement amongst contractors and NPL

### 3.5.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 PSPCL/ PSERC as well as practical aspects/ good practices.

### 3.6.Bid Currency

The Bidder will quote the prices in the INR currency as per Price Bid format provided in Annexure IV.

### 3.7.Validity of Various Documents.

SL NO	DOCUMENT	VALUE (Rs.)	VALIDITY
01	EMD	2,00,00,000	28 <sup>th</sup> Feb 2017
02	CPG	2,00,00,000	90 days from receipt of last rake
03	PRICE BID	As per Format in Annexure-IV	For first window of dispatches i.e (scheduled dispatches till 31st Dec 2016 ):  The price bid to remain valid for acceptance/ ordering till 21st Dec'2016. The prices to remain valid for dispatches scheduled till 31st Dec'2016 including for any spill over.
			For second window of dispatches i.e.( scheduled dispatches from 1st Jan'2017 to 31st March'2017):  The price bid to remain valid for acceptance / ordering till 28 <sup>th</sup> Feb'2017. The prices to remain valid for dispatches scheduled till 31st March'2017 including any spill over.

#### 4. Submission of Bids

- 4.1. The main bid proposal envelop should comprise Cover-A, Cover-B & Cover-C as under:

SL NO	COVER	DOCUMENTS TO BE SUBMITTED
01	“A” shall contain in original	The Price Bid as per Annexure IV appropriately sealed (for each washery in the Bidding Group).
02	“B” shall contain in original	i) EMD as per requisite format (Annex VI) ii) Power of Attorney in favour of Authorized Signatory. (Annex II) iii) Covering letter as per format (Annex I).
03	“C” shall contain in One(1) Original + One (1) Photo Copy+ One (1) CD with these scanned (PDF) of these documents	i. Latest version of endorsed Bid documents by the bidder. ii. <i>Original Certificates issued by Statutory Auditors required against technical &amp; financial qualification requirement. (Annex III).</i> iii. <i>Original declaration/certificate regarding non-audit of accounts of preceding year.</i> iv. The documents required to demonstrate Technical qualification (Annex III-A). v. <i>Self-attested copy of POs/Work orders in support of work experience.</i> vi. Memorandum of association (MoA), Article of Association (AoA). vii. Coal properties certified by reputed Inspection agency. viii. Certificate of incorporation and Board Resolution. ix. For Pre-qualified bidder documents mentioned in clause no. (i) & (vii) are is only required.

- 4.2. The Bidder will sign each page of Bid (all documents) and affix official stamp (except original documents issued by Independent Parties) original certificate if any, should be enclosed in plastic folders to avoid inadvertent signing by Tender committee.
- 4.3. The Price Bid will be submitted only in Original and no copies of the same will be submitted.
- 4.4. In the event of discrepancy between “Original” and any copy of the bid, the Original will prevail.
- 4.5. Bid must be unconditional and non-suggestive. Bid with conditions/suggestive Bids will be summarily rejected. Bids without EMD will be summarily rejected.
- 4.6. The price/rates will be typed/printed/written in English only, both in figures and words.
- 4.7. Bidders will submit their Bids at the following address by the date and time mentioned in Clause 5.6–

**Mr. Devendra N. Arolkar**

Nabha Power Limited

P O Box 28,

Near Village Nalash,

Rajpura-140401, Punjab,

India.

E-mail: [Devendra.Arolkar@Larsentoubro.com](mailto:Devendra.Arolkar@Larsentoubro.com)

4.8. Documents will be legible. Erases and other changes will be initialled by the Authorized Signatory.

The Bidders have the option of sending 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 as per Clause 5.6. Bids submitted by telex/telegram/fax/e-mail will not be considered under any circumstances. NPL will not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered during transit by post/courier. Any Bid received after the expiry of the time specified for receiving the same is liable to be rejected.

4.9. Validity Of Bids

The Bids submitted should be valid for acceptance till the date as mentioned in validity table in clause 3.7.

## **5. Opening of Bids and Evaluation Methodology**

**5.1.**Covers B will be opened in accordance with the timelines mentioned in Clause 5.6 in the presence of Bidders (one authorised representative), PSPCL (if any) and responsiveness check will be carried out. Bids not found responsive (i.e. non-confirmatory as per the requirement as per clause 4.2 Cover-B) will be summarily rejected.

**5.2.**All documents submitted as a part of Bid process is property of NPL and will not be returned.

**5.3.**Thereafter Tender Committee will open non-Financial bid of the Bidders whose Bids are found responsive and proceed with evaluation of Bids. Bidders will be informed regarding their qualification status in advance so that they can plan to be present during price bid opening. Only one authorized representative of each bidder may be permitted to be present during Technical and Price bid opening.

**5.4.**Price Bids of Bidders who qualify as per Qualification Requirements as per the Bid Document will be opened at Rajpura on the date indicated in Clause 5.6.

### **5.5.Important Timelines:**

<b>Date</b>	<b>Event</b>
10-10-2016	Publishing of NIT in newspapers and on NPL website
10-10-2016	Date of availability of Bid document at NPL website
13-10-2016	Last date for downloading of Bid Document from NPL Website
16-10-2016	Last date for receipt of comments/suggestions
18-10-2016	Issue of final document/ changes
20-10-2016	Bid Submission Due Date at 11:00 Hrs at Rajpura
20-10-2016	Opening of Non-financial Bids at 11:30 Hrs at Rajpura
20-10-2016	Opening of Price Bids at 16:00 Hrs at Rajpura ( <i>depending upon number of Bidders and time taken for Tech Evaluation</i> )
24-10-2016	Selection of Successful Bidder and tentative date of issue of LoI/ Awarding of Contract

**Note:** NPL reserves the right to unilaterally amend the above schedule. Interested parties should monitor NPL website for amendments/changes on a regular basis.

## **5.6.Basis of Bidding:**

**5.7.1.** Bidder will quote values for total Landed Price FOR delivered to NPL Plant basis in two despatch windows. First window will be scheduled despatches till 31<sup>st</sup> Dec 2016 and Second will be scheduled despatches in-between of 1<sup>st</sup> Jan 2017 to 31<sup>st</sup> marc 2017.(inclusive of all taxes except Punjab Entry Tax for which NPL is exempted) indicating:-

**A.** Firm CIF price+ Total Customs duty.

**B.** Firm Port charges and Inland handling at discharge port up to loading on to Railway wagons (including but not limited to stevedoring, port charges , inter carting and any incidentals till wagon loading etc.) with the applicable service tax as per price Bid format.

**C.** Firm Railway freight (indicating the loading Railway siding and freight slab) from indicated loading Railway siding to NPL Railway siding (NPSB) as per price bid format.

**D.** Firm Central Sales Tax.

Note :

(i) All price elements mentioned as above are firm in both the dispatch window for the scheduled despatches of respective window. In case of actual dispatch get delayed than scheduled despatches, the lower of the two will be considered for payment.

(ii) Taxes ,duties and any financial levies which were applicable as on the last date of bid submission but inadvertently omitted by the contractor is deemed to have been included in the quoted price. No variation on this account of omission will be permitted.

(iii) Any variation in existing tax rate and any new tax or duty/ levy will not be admissible for payment.

(iv) Bidders to indicate the Railway siding from which rakes would be loaded. However, bidders can load from any other Railway siding with prior consent of NPL, which will not be unreasonably withheld. No change in price will be permitted on account of change in loading Railway siding.

**5.7.2.** It may be noted that NPL enjoys exemption from Punjab Advance Tax and the Contractor is required to comply with relevant documentation so that they can avail of this benefit.

**5.7.3.** In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by NPL.

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



- 5.7.5.** Bidders are essentially required to comply with all statutory requirements including law of land of sourcing country, Law of land of India. Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura.

Bidders are required to indicate the likely states in India from where supplies would be invoiced and the respective TIN no. so as to enable NPL to issue correct C-form for interstate sale transaction. Separate vendor registration forms are to be filled in for each invoicing state along with TIN no. Before issuance of PO, successful bidder is required to clearly indicate through official email the breakup of the quantity/equivalent rakes planned for supply from each invoicing location/ state/ TIN number NPL will not be responsible for any default on C form in case bidders do not take proper precautions with respect to documentation.

- 5.7.6.** Bidders are essentially required to comply with all statutory requirements including law of land for supply of coal in Punjab including compliance of Form-36 under PVAT rule for each rake. Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura. Compliance to required documentation (including that of Form-36 under PVAT rule) is the sole responsibility of the Contractor. It may be noted that delivery of coal to NPL plant siding entails crossing of the Punjab state barrier; Contractor will submit the requisite documents and obtain Form 36 in order to comply with the statutory requirements. Under PVAT rules Contractor is required to file online information at the virtual information centre of Punjab Taxation department related to invoice no., invoice date & value of goods to NPL , RR no. etc. within 24 hours of dispatch of rake from loading siding and prior to the rake reaches Punjab state border and after online filing download the PVAT Form-36/ Form-12 so generated and thereafter approach nearest Punjab state barrier along with copy of invoice and RR copy for endorsement on the system generated Form-36/ Form-12 form which is required to be submitted to NPL along with invoice for each rake.

- 5.7.7.** No transshipment is permitted. However in case of sick wagon is replaced by healthy wagon by Railways at rake loading point authenticated by a wagon transshipment certificate issued by loading end Railways chief goods superintendent (CGS ) to receiving end CGS.

#### **5.7.Bid Evaluation Methodology:**

- 5.8.1 Responsiveness Check** – The Cover B submitted by the Bidders will be evaluated for “Responsiveness”, meeting requirements as under:

- i. Submission of EMD for the specified amount in the correct format and having required validity (not applicable for EMD submitted in the form of a DD, since same will be deposited by NPL immediately on receipt).
- ii. Submission of Covering Letter in specified format (Annexure I).
- iii. Submission of Power of Attorney in favour of the Authorized Signatory as per specified format (Annexure II).

- 5.8.2** Nabha Power Limited reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents including but not limited to work orders from end users and copies of invoices as required to establish representations made by the Bidder at any point of time whenever NPL deems it necessary without raising dispute to the

same, in which case the Bidders are required to furnish the same. Nabha Power Limited reserves the right at its sole discretion to contact the Bidder's bank and Parties/project references and verify the Bidder's information and documents for the purpose of qualification. In such a case, Bidder will co-operate with NPL. Any refusal to furnish desired documents will lead to disqualification of the bidder.

### 5.8.3 Evaluation for Qualification:

Following documents will be evaluated for determining qualification:

- Certificate from Statutory Auditors for technical and financial qualification requirements (Backup documents may not be required).
- Declaration/ Certificate reading non-audit of accounts of preceding year.
- Documents forming part of responsiveness check

**Note: Technical Qualification is strictly based on Bidder's representation. In case of any misrepresentation the bidder will be disqualified and EMD/Contract Performance Guarantee may be encashed.**

### 5.8.4 Evaluation of the Price Bid

1. Evaluation would be based on the landed FOR delivered to NPL price with NPL Railway siding,
2. Price Bids of the Qualified Bidders will be opened in the presence of the representatives of the Bidders who wish to be present and PSPCL representatives, as per the timelines and venue indicated in Clause 5.6.

The evaluation will be done based on the Successful Bidder, whose bids are found eligible and has offered the lowest landed cost to NPL plant. This is further governed by provisions of Clause 3.4.

3. Decision of NPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. NPL is not under obligation to declare Bidders with the lowest Landed Price (L1) as the Successful Bidders if the same is not in its best interest and can declare any other Bidder participating in the process as the Successful Bidder. NPL also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of NPL or higher than prices of coal from alternatives. NPL's decision in this regard will be final and binding on all the Bidders and NPL will not be liable to pay and damages/cost etc. to any Bidder. This may also be subject to approval by PSERC/PSPCL as applicable.
4. Bidders will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either NPL's decision or its right to make such decision at any time.
5. The Successful Bidders (including L2, L3 etc., at their prices or at mutually acceptable negotiated prices) will be bound to accept the LoI/Contract/PO, Failure to

do so will be construed as withdrawal of the Bid by the Successful Bidder. NPL will be free to enter into Contract with any other Bidder participating in the process.

**Note :- In case of non-availability of NPL's own Railway siding, say due to major breakdown, NPL may take delivery at Chandigarh (CDG) provided the distance from loading Railway siding to destination freight slab remains same or lower as quoted . In case incidences of increase in Railway freight due to change of slab due to delivery at CDG, issue will be resolved after mutual discussions.**

#### **5.8.5 Negotiations post Price Bid opening**

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

## 6. Award of Contract

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- 6.1. NPL will release PO on successful Bidder(s). NPL may release POs on multiple Contractors.
- 6.2. Contract Performance Guarantee will be kept as a security against unsatisfactory performance during the Period of the Contract. In case of such unsatisfactory performance, NPL will invoke the CPG either in full or in part as the situation may require; and the Contractor will have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation and intimation from NPL for the same to contractor. If contractor fails to replenish the shortfall amount as per the stipulated time of 2 weeks , then NPL will be at liberty to withhold the payment due for supplies already made to the extent of CPG replenishment required.
- 6.3. If for any reason the Bid of the Successful Bidder is rejected or LOI/PO issued to such Successful Bidder is cancelled, NPL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.
- 6.4. NPL at its option may release the Contract /PO without going through LOI stage.

## 7. Scope of Work

The Contractor's Scope of Work:

To arrange imported Coal of required specifications and supply the same to NPL's Rajpura Thermal Power Plant on delivered basis. Scope of Work also includes all the required and incidental activities thereto.

**Note: Bidder's offered Coal Specifications to be approved by NPL normally prior to opening of price bid. Bidders are requested to offer multiple specs in order to suitability of boiler requirement. In case no spec of a Bidder is approved, NPL may decide not to open price bid of such Bidder. Single price is to be quoted for all the offered specs of a specific type of coal.**

### Delivery Point:

The Delivery Point for Coal will be up to the designated location i.e. up to the wagon tippers as per the direction of engineer in charge of CHP/Fuel Sourcing at NPL. The Contractor will intimate NPL representatives in advance regarding likely delivery period. Contractors are advised to assess all the infrastructure including the facilities within NPL plant at Rajpura..

### 7.1.Coal Specification and Payment:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	15% Max	>15%
Ash (ARB)	18 %	20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		22-30 %	-
Sulphur (ADB)	0.50%	<=0.5%	
Gross Calorific Value (GAR) A Type coal	6300Kcal/kg	6300-5000 Kcal/kg, Linear energy adjusted range (6300-6100 Kcal/kg)	<5000 Kcal/kg
HGI	-	45-60	
Ash Fusion Temperature (reducing)	Centigrade	Initial deformation(IDT): Min 1230 Flow(FT):>1360 Hemispherical (HT):>1340	
Maximum Limit Of Fines Below 2.36 Mm Size In Coal.	40%	Max 40% of Coal	

7.2.In order to have up-to-date information about indenting, loading, dispatches and movement of coal rakes on daily basis, the Contractor will keep Fuel Sourcing Group, NPL informed on the following matters on daily basis:

- a) Rakes indented
- b) Rakes being loaded
- c) R.R. Details i.e RR No., FNR No., RR Wt., Details of indent against which the Rake loaded etc.
- d) Rakes in pipeline
- e) Likely time of receipt of rakes at NPL siding.
- f) Copy of RR immediately after generation.
- g) Original RR to be submitted within 7 days of receipt of rake.

The above information may be shared as per the predetermined methodology (by email ), generally @ 09.00 A.M. on a daily basis.

In case of any penalty/claim observed by government parries needs to be settled before the rake reaches NPL. Any penalty/claim done by Railway due to non-availability of RR Copy, the same will be deducted from Contractor's payable.

Contractor to essentially inform NPL Railway operations team and CHP team / control room as soon as the rake arrives at serving station to NPL Railway siding i.e. Sarai Banjara Station (SBJ) and track it's movement and alert NPL Railway operations team and CHP team / control room as and when rake is entering NPL premises. Contractor is also expected to identify rake nomenclature and match each wagon with respect to Railway Receipt ( RR) and take up with Railways in case of missing wagons or other discrepancy ( if any)

## 8. Sampling & Testing:

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- 8.1.The sampling and analysis of Coal at NPL plant will be as per the provision of relevant BIS by a Third Party Agency (TPA)/STC ( as per applicable BIS standards ) appointed by NPL. Normally, sampling would be done through Auto Sampler. In case of exigencies suitable alternative option will be resorted to based on mutual agreement from case to case basis.
- 8.2.NPL's representative will have right to witness sampling and testing of coal for the Base Parameters at the loading end. The coal quality analysis report of the Independent Inspection Agency (C) should be submitted to NPL for every rake dispatched within 5 days of dispatch. **However, the payments will be based on the quantity and quality of Coal delivered at NPL Power Plant and adjusted for quality variations (as per NPL plant sampling and analysis) with respect to the Base parameters. Loading point results will not be considered for determining acceptance/payment.**
- 8.3.The supplier's quality representative will have the option to witness the sample collection, preparation, final packing of the referee sample and testing of main sample. In this process NPL's TPA will cooperate with supplier's representative however in no case supplier's representative will in anyway have the liberties to interfere in the process of TPA. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of sampling of the 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 are to be registered / raised through emails/ letters to Fuel sourcing group, NPL . In case no dispute raised regarding the process through proper communication as mentioned above, the dispute of test results and claim for referee sample testing will not be entertained. The deviation or observation if any will be entertained only if backed up by appropriate technical/ logical reason in line with applicable sampling standards and is acceptable to NPL Fuel Sourcing Department (FS) & Quality Assurance (QA) department.
- 8.4.Supplier acknowledges that NPL have given the opportunity to witness the process of sampling and testing in good faith. Entertaining for testing of referee 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 which can help to assess and eliminate frivolous disputes.
- 8.5.As this process of sampling and preparation is a continuous and round the clock process to deal with the multiple consignment workloads, TPA would carry out the process as per the time deemed suitable for the process,.It is the responsibility of the supplier's representative(s) to be available at all times at sampling and also at preparation locations (including referee sample package location) and to get information on the consignment identification from TPA.

8.6. Once NPL has given opportunity to witness sampling and testing process, representative of supplier is required to sign the documents/ referee sample packet. In case of non-compliance to the same, the whole process will be deemed as witnessed and accepted by the supplier.

8.7. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process. Access to testing lab will be in the presence of NPL's TPA/ on-duty NPL coal testing laboratory staff/in-charge. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained.

8.8. NPL may also consider (at its option) sharing of part of sample (third sample) with the Supplier, in which case access to testing lab may not be permitted. Third sample is for reference of the Supplier only and results of analysis of third sample will not be considered by NPL for determining the payments or any other purpose.

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

8.10. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to contractor subject to receipt of loading end quality report.

8.11. Dispute regarding testing of samples and results thereof:

Dispute will be entertained only if:

- i) Requirement as per clause no. 8.3 above are complied with, specifically with respect to providing logical and justifiable basis for raising the dispute.

AND

- (i) The results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed rakes of the lot.

Note: In case test results of the majority of the rakes of a lot are disputed, then subject to the dispute being admissible as per Clause 8.3, testing will be carried out as per clause 8.12. However, **lower of the two results** i.e. as per initial testing and repeat/referee testing, will be considered for the payment.



8.12. The SOP for testing of referee/repeat testing sample will be aligned to the requirements of applicable clauses in the document.

- a) The sealed Sample bearing signatures as appropriate, will be removed from its secured storage space by NPL with advance intimation of 96 hours to the Supplier to enable him to be present during the process of opening of referee sample.
- b) The entire process of opening and extracting required quantity from the referee sample packet will be captured in a CCTV camera and balance quantity will be repacked and sealed under and will remain property of NPL. This retained samples may be used in case of any inadvertent loss of extracted sample (spillage/contamination, etc.)
- c) Sample will be air dried in a secured room in NPL premises. Placing the sample in air dry room, locking the room under joint signatures on the seal and thereafter unlocking and removal of sample post completion of air drying period will be captured on the CCTV camera. The room will not be opened till the air drying process is complete. In case the CCTV camera is not operational for whatever reason, events of locking and unlocking of the door will be video graphed.
- d) Further testing activities will be carried out as per the provisions of applicable standards with full witnessing by the supplier.
- e) In case of testing of referee sample for GCV, bomb calorimeter will be calibrated as per BIS 1350 part-II 1970 prior to testing. Once the accuracy of bomb calorimeter is established, sample will be tested as per applicable standards.
- f) Prior to testing GCV / ASH, supplier's representative shall sign in the register as an endorsement of having witnessed and confirmed the entire process.

The results of referee sample so tested will be final and binding on both the parties and cannot be challenged further by either of the parties and final result shall not form part of the dispute under clause 12.8 .

- g) In case the 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 referee sample will not be tested and dispute will be treated as closed.

8.13. For the results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed rakes of the lot. Result of referee sample will be considered for payment. In case test results of the majority of the rakes of a lot are disputed then the lower of the tested value (GCV/ASH/TM) of disputed main sample results and corresponding referee sample results will be considered for payment.

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

8.15. It may be noted that access to sampling and testing area is provided by NPL in good faith and in the interest of transparency. Any misuse of this by contractor or its representative will be viewed seriously and may result in disqualification / blacklisting of contractor , including denial of this access for balance period of supply. Maximum 3 authorized persons ( 1 person per activity like sampling, preparation and analysis /referee joint sealing and signing ) will be permitted at a time. Presence / interference of any extra representative will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises.

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

## **9. Quantity Determination:**

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- 9.1. Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at NPL. The contractor may depute its representative(s) to witness weighment at NPL and. However, weighment process will not be suspended or stopped in case of absence of the representative of the Contractor for any reason. Net weight =Gross weight less the Tare weight as measured at NPL at In-motion weighbridge
- 9.2. The contractor at their option may witness the calibration process of the in-motion weigh bridges of NPL as and when the same are carried out as a part of regular calibration without interfering the process of calibration. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process. Frivolous/unreasonable objections to the process will not be entertained.. NPL will provide calibration certificates if requested by the contractor.  
  
NPL is under no obligation to carry out recalibration of in-motion weighbridges beyond the regular calibration schedule.
- 9.3. When NPL in-motion weighbridge is not operational for short duration, then NPL received weight will be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5 , maximum 10) or more despatched for NPL from the same loading point of the contractor.
- 9.4. In case there is no previous benchmark available for rakes despatched for NPL by the contractor from same loading point and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5 , maximum 10) received post rectification of NPL in-motion weighbridge will be considered for arriving at NPL received weight for the rakes received during the non-availability of in-motion weighbridge.
- 9.5. While considering the most recent rakes (minimum 5, maximum 10) as per clause no. 9.3 & 9.4 above , preference will be given for considering the rakes within the same lot.
- 9.6. In case there is a case of over speeding of wagons of a rake while passing through in-motion weighbridges at NPL, resulting in non-registration of weight of part of entire rakes then NPL received weight would be arrived at by the similar methodology as in 9.3 & 9.4 above. .
- 9.7. Any other contingency may be mutually discussed and settled.
- 9.8. Net adjusted quantity of Coal received at the Plant i.e. quantity worked out by NPL after carrying out adjustment due to quality variations with respect to the Base Parameters, if any, will be applicable for the purpose of payment.

## 10. Penalties and Various adjustments on account of deviation from base specifications:

**For the purpose of adjustments based on quality parameter independent rake wise computations will be done without any weighted averaging of quality parameters of all rakes in a lot. Further for independent rake wise treatment the following would apply.**

### **10.1. Penalty on account of excess moisture over Base Total Moisture:**

In case the TM% as analysed at NPL exceeds 12 % then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under:

a. If the TM in coal received in a rake is > 12% and <=15% then the adjustment in weight will be done on pro-rata basis, i.e. the weight of coal will be reduced by the same percentage by which total moisture in coal exceeds 12%.

E.g.: If rake quantity is 4,000 MT and average TM% (ARB) = 14% then, Quantity to be reduced = (14-12) % x 4000 MT = 80 MT.

### **10.2. Penalty on excess fines/oversized coal in the Rake:**

It is to be noted that this coal is fed directly to plant and hence size control is imperative. The Contractor will endeavour to ensure that fines in the Coal delivered in the rake at NPL's power plant are not above 40% of received quantity and quantity of oversized coal is not above required specification. The assessment of quantum of oversize coal will be jointly done by Fuel Sourcing and CHP departments of NPL by visual inspection which Contractor's authorised representative (if present) may witness/sign.

If the quantity of fines in the Coal delivered is above in the rake is 40% or quantity of oversized coal of size > 50 mm to <=100 mm is above 10% in the rake or if quantity of oversized coal of size 100 mm to <=250 mm is above 5% in the rake, then the weight of the Coal will be reduced from excess TM adjusted Weight as per following formula:

a. In case the quantity of fines in the Coal delivered in the rake is >40% or if quantity of oversized coal > 50 mm and <=100 mm is >10%, then

Weight of Coal to be reduced =  $(A*B/100)*0.1$

(Where A is quantity of Coal received at the Plant, B is increase of coal with fines above 40% in case of Type-A coal in percentage value/B is increase of coal with size >50 mm and <=100 mm above 10%) (Example if quantity of fines is 45% then B=(45-40)=5).

b. Oversized coal of >250mm delivered will normally be rejected. Part payment, if any, will be decided by NPL. Contractor should avoid loading of oversized coal. In case oversized coal of >250mm is delivered in a rake then

Weight of Coal to be reduced =  $(A*B/100)*0.5$

(Where A is quantity of Coal received at the Plant, B is % of coal with size > 250 mm)

(Example if quantity of Coal of size >250 mm is 5% then B= 5).

Note: Above formulae to be used for entire slab (unlike Income Tax computation).

### 10.3. Penalty on Lower GCV:

The GCV of the coal delivered will be analysed on rake-to-rake basis which will be considered for billing and payments. If the analysed GCV of the coal delivered deviates from the specifications then, the compensation will be derived as follows:

<b>Price Base GCV (ARB)/GAR (kCal/kg)</b>	<b>Actual GCV (ARB)/GAR Received at the plant in a rake (kCal/kg)</b>	<b>Compensation</b>	<b>Remarks/Formula</b>
<b>6300</b>	<b>&lt; 6300 and &gt;=6100</b>	<b>On energy adjusted basis</b>	<b>Quoted landed price per ton * Actual GCV/(6300)</b>
	<b>&lt; 6100 and &gt;=5900</b>	<b>On energy adjusted basis</b>	<b>Quoted landed price per ton * Actual GCV/(6300)*0.97</b>
	<b>&lt; 5900 and &gt;=5600</b>	<b>10% discount over and above energy adjusted basis</b>	<b>(Quoted landed price/ton * Actual GCV/(6300))*0.9</b>
	<b>&lt; 5600 and &gt;=5300</b>	<b>25% discount over and above energy adjusted basis</b>	<b>(Quoted landed price/ton * Actual GCV/(6300))*0.75</b>
	<b>&lt; 5300 and &gt;=5000</b>	<b>50% discount over and above energy adjusted basis</b>	<b>(Quoted landed price/ton * Actual GCV/(6300))*0.5</b>
	<b>&lt; 5000</b>		<b>Refer Heavy Penalty Clause. Example: energy adjusted price GCV/6300 discounted by (50 % x 1.5 times ~75%)</b>
	<b>&gt; 6300</b>	<b>No additional incentive. Energy adjustment basis limited to 6300 kCal/kg</b>	

#### 10.4. LD for Delayed Dispatch of rakes:

If in any week the total number of rakes to be dispatched is not dispatched till the last day of that week as per schedule, then the rakes which are delayed beyond the last day of the specified week schedule will attract LD which will be levied at **0.2%** of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be despatched) ) for each day's delay beyond the last day of the week on which that rake was scheduled to be dispatched to the plant subject to a ceiling of **2%** of the nominal rake value. This will be computed on rake-to-rake basis. This is also governed by provision of Clause 3.3.

##### Example of LD applicability:

Week No	Pro-rata rakes to be dispatched	Rakes to be dispatched in the week	Actual dispatch	Rakes in penalty
1st (31st Oct'16 to 6 <sup>th</sup> Nov'16)	3	Rake 1 to Rake 3	Rake 1 to Rake 2	Rake# 3 penalty for each day for each rake beyond 6 <sup>th</sup> Nov'16.

**Note: In case of restriction imposed by Railways, the LD schedule will be correspondingly extended unless the restriction is attributable to the specific supplier/ contractor.**

**Liquidated damages applicability will be relaxed suitably in case NPL desires amendments/ changes to schedules. In case NPL advises to stop supplies for a period more than 15 days, then NPL would confirm in writing for restart of the balance supplies allowing 21 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes. NPL will not bear / reimburse any storage / cargo handling cost due to what so ever may be the reason.**

**Contractor to furnish Evidence of indents placed at loading Railway siding for NPL's reference.**

#### 10.5. Penalty on excess Sulphur:

No rake with S control in excess of 0.5% will generally be dispatched.

Sulphur testing will be carried out by the supplier at the lab as per the note below.

NPL reserves right to participate/ monitor/ witness sampling and testing for which supplier will give sufficient notice to NPL as well as cooperate with NPL. NPL reserves right to test Sulphur at its end. If Sulphur content of the rake as per sampling/ analysis at loading point ( if not analysed by NPL at the Plant end) exceeds the Base Sulphur content, a penalty at the rate of Rs. 10.00 per MT for every increase of 0.1% in Sulphur (on prorata basis) will be levied. The Sulphur content below the Base value will be ignored. Rakes for which NPL conducts sulphur analysis at receipt end the quality results of NPL receipt end will prevail for that rake. Coal having Sulphur content in excess of the maximum range specified are liable to attract penalty.

For Example: if the sulphur (ADB) of a rake is 0.59 % then the deduction per MT would be  $(0.59-0.5) * 10 / 0.1$

**NOTE:** Contractor may choose from approved laboratories of well-known and reputed IAC i.e. M/s Inspectorate Griffith India Pvt. Ltd or M/s SGS India Pvt Ltd, M/s Geochem Laboratories.

Sulphur testing may be carried out on the lot which is then dispatched by tippers/ rakes.

**10.6. Penalty on excess Ash:**

No rake with Ash percentage more than 18 % (ARB) will be dispatched. In event of Ash % (ARB) as per sampling and analysis at NPL exceeds the base value, then adjustment in NPL adjusted weight on pro rata basis i.e. for every 1 % increase of Ash % (ARB), the excess TM & Fines adjusted weight of the coal (as per sub clause no. 10.1 & 10.2) at NPL will be reduced by 1 % till the Ash (ARB) is 20 %. For Ash percentage as per sampling and analysis at NPL exceeds 20 % (ARB) then the rake will be treated in heavy penalty range.

**10.7. Penalty on VM:**

The Contractor will endeavour to ensure that the rake wise VM % in the Coal delivered at NPL’s power plant is within the specified acceptable range. In case of deviation from specified acceptable range i.e. in case VM above 30 % up to 33 %, a penalty of Rs 26 / MT will be applicable on the final adjusted weight ( after adjustment for excess TM, Fines and Ash) of the coal received in the rake .

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In case VM above 33 % and above, a penalty of Rs. 39 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake.

**10.8.** After adjusting the received quantity at the Plant for quality parameters as above, if it is found that the adjusted quantity is higher than the Net invoiced quantity, the payment will be restricted to net invoiced quantity. In case the adjusted quantity at the Plant is lower than the Net invoiced quantity, the adjusted quantity at Plant will prevail for the purpose of payment.

**10.9.** No incentive is payable for early delivery unless the same is desired by NPL. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless the same is desired by NPL, in which case payment will be reckoned from the date of delivery.

**10.10. Heavy Penalty Range:**

Rakes having coal properties beyond the following limits will attract heavy penalty as under:

Fines	Oversized coal	TM	GCV	Ash(ARB)
-2.36 mm >40%	50 - 250 mm >20%	>15%	<5000	> 20%
1.5 times that of the preceding slab				

It may be noted that coal supplied not refundable since it is either directly fed to mill bunkers or put in the common stock pile, segregation or separate storage not feasible.

- 10.11.** NPL may require/ask supplier to segregate oversized coal. In case it is not practicable to determine the proportion of oversized portion, NPL will estimate the extent of penalty based on its judgement, which will be limited to 1% of the value of coal.
- 10.12.** The Coal delivered by Contractor at the Delivery Point will be free from impurities and extraneous materials including bone, slate, earth, rock, pyrite, plastic or wood.
- 10.13.** Stones/ Shale and Foreign material: Supplier to ensure that coal is free of foreign metallic material, failing which NPL may ask Supplier to segregate as well as levy penalty up to 0.5% of coal value depending on the nature and quantum of metallic material. Besides this penalty, the cost of Railway demurrage due to consequential delay in rake unloading and manpower cost for removal of these stones / foreign material from wagon tippler grizzly, belt conveyor or any other CHP system will be recovered from contractor's invoice.
- 10.14.** Bulged Wagons: Contractor to ensure not to load wagons which have bulging or any deformity at the time of loading, so to prevent any inconvenience at NPL during unloading through wagon tipper in automatic mode. Any delay in unloading due to bulged wagons and resultant demurrage thereof will be recovered from contractor's invoice.
- 10.15.** If any rake is covered with tarpaulin or any other covering, same should be removed by the contractor well before the rake enters NPL premises. Any demurrage on account of failure to do so will be recovered from the invoice of the contractor.
- 10.16.** Clause no. 7.1 sub clause no. 10.1, 10.2 & 10.6. For the purpose of price adjustment through receipt weight discounting against excess TM % & Excess fines and excess Ash % the following chronology would be adopted for calculation of the payment:
- a.** Adjusting receipt weight of the rake for excess TM % in that rake.
  - b.** Excess TM adjusted receipt weight to be adjusted for excess excess Fines % of the rake.
  - c.** Excess TM adjusted & Fines adjusted receipt weight to be further adjusted for excess ASH % of the rake.



## 11. Billing and Payment

The Contractor will submit the bills/invoice Lot wise completion of a Lot in triplicate based on Coal delivered to NPL. The payments will be released as per the following procedure:-

The Contractor will submit the bills/invoice Lot wise in triplicate to NPL on below address or respective power plant in Punjab from where the PO would be issued under this tender process

The payments will be made within **30 days** of

- i. Receipt of undisputed invoices
- ii. Receipt of reports along with all supporting documents by NPL Fuel Sourcing
- iii. Valid Contract Performance Bank Guarantee.

**whichever is later amongst (i), (ii) & (iii) as above.**

Following supporting documents as applicable may be submitted along with the invoices:

- A. Rake wise analysis of Coal quality at loading point( by IIAC).
- B. Rake wise analysis of Coal quality at unloading point issued by NPL TPA.
- C. NPL rake wise weighment slips in original (both Gross and Tare).
- D. Copy of RR (Railway Receipt)
- E. PVAT –Form-36/12 duly endorsed by Punjab state barrier for each rake.
- F. Ultimate and Ash constituent analysis of any one rake of the Lot at loading point( by IIAC).

### **Note:**

A. Lot will be considered as delivered quantity of approximately 40,000 Tons (~10 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1st rake of the fresh PO , whichever is lower or as decided by NPL Fuel Sourcing for the convenience of computing

B. No incentive is payable for early dispatches unless same is desired by NPL. Further, in case of early dispatches, date for payment will be reckoned from actual dispatches of all the rakes of a Lot along with submission of invoices with supporting documents as above.

C. Bill discounting: **At its own option**, NPL may consider the request for bill discounting against the credit limits of the Contractor with his Bank on request of Contractor with the processing date as decided by NPL. It is also to be noted that bank interest for payment before due date and charges/cost associated with Bill discounting will be to the account of contractor/supplier.

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

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

India.

Note: In order to comply with the form-36 requirement, contractor may be required to raise invoice on RR weight . However payment will be based on NPL weighment and therefore in case NPL weighment is higher than RR weight contractor will be required to submit a supplementary invoice / debit note for the differential quantity and amount .

## **12. General Terms of Contract**

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### **12.1. Indemnification:**

Each Party will 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 will immediately notify the Contractor thereof for taking necessary action.

Contractor will also indemnify NPL for any dispute, claim, action raised / initiated against NPL for any non-compliance , obligation claimed by any statutory authority under the entire supply and logistics of imported coal from source to NPL Plant Rajpura . This would include the claim raised at any point of time even after completion of contract/ PO . Contractor to also reimburse the cost of defending any such litigation.

### **12.2. Sub Contract**

The Contractor will not sublet any portion of the Contract without the prior written permission of NPL\_Head Fuel Sourcing.

### **12.3. Confidentiality**

Confidential Information ("Confidential Information") disclosed by either Party under this Contract will be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. Confidential Information will not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's investment goals in India. Receiving Party will remain liable with regard to all parties who receive disclosing Party's Confidential Information from receiving Party. Neither Party will be liable for disclosure or use of Confidential Information which:

- (1) was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of the disclosing Party; or

(4) is required to be released by Applicable Law or court order/award passed by any Tribunal.

The obligations under this section will survive termination of this Contract.

#### **12.4. Force Majeure**

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

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

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

**12.4.2** A Force Majeure Event includes the following events and circumstances to the extent that they satisfy the conditions set out in Article 8.5.1:

- (i) Acts of God including cyclone, flood, lightning, earthquake, landslide, or volcanic eruption or exceptionally adverse weather conditions which are in excess of the statistical measure for the last 100 years, affecting the operation of the performance of the Scope of Work under the Contract, but does not include drought or famine;
- (ii) fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- (iii) chemical or radioactive contamination or ionising radiation, but does not include circumstances or causes of contamination or radiation brought into or near any location where the obligations as per the tender are to be performed by the Contractor or those employed or engaged by the Contractor;
- (iv) epidemic, plague or quarantine; or
- (v) hostilities (whether declared as war or not), riot, revolution, rebellion, insurrection, act of terrorism, in each case involving the GoI, or the GoP or occurring in India; or
- (vi) invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the GoI, or the GoP or occurring in India; or
- (vii) strikes, lockout, boycotts or other industrial disturbances having a nation-wide impact in India.

Force Majeure Event will expressly not include the following circumstances or events:

- i. 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 8.5.2;
- ii. 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
- iii. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the Coal to the Power Plant; or
  - iv. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
  - v. Insufficiency of finances or funds or the Contract becoming onerous to perform.

**12.4.3** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute will be finally settled in accordance with the Dispute resolution procedure set forth in Clause 8.9, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event will be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

#### **12.4.4 Performance Excused**

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

Provided that:

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

#### **12.4.5 No Liability for losses Due to Force Majeure Event**

Neither Party will 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;

#### **12.4.6 Termination Due to Force Majeure Event**

- a. If the Force Majeure Event subsists for a continuous period of 30 Days, then either Party will be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination will take effect 15 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 8.5.6, the Parties agree that the Contractor will not be entitled to the payment of any termination compensation; provided however that the Contractor will be entitled to be paid the outstanding fees in relation to the Scope of work.

### **12.5. Contract Performance Bank Guarantee (CPG)**

All compensation or other sums of money payable by Contractor to NPL under the terms of this Contract may be deducted from the CPG or from any sums which may be due or may become due to the Contractor by NPL on any account what-so-ever and in the event of his CPG being reduced by reasons of any such deduction as aforesaid, the Contractor will have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation which may have been deducted from his CPG or any part thereof.

### **12.6. Compliance Of Labour Laws**

The Contractor will 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 will 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 will 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 contractor's part.

### **12.7. 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 will be deducted by NPL from any money due or becoming due to the Contractor under the Contract or will be recovered by action of law or otherwise from the Contractor or from his CPG.

### **12.8. Dispute Resolution and Arbitration**

- i. Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") will 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 will attempt in good faith, to settle such Dispute in the first instance by mutual discussions between the Parties within a period of thirty (30) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute.
- ii. If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 12.8.i, the Dispute will be resolved in accordance with the procedure set out in Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii. The language of the arbitration will be English, and the place of arbitration including for holding of any and every proceeding will be Chandigarh, India
- iv. There will be three arbitrators. Each Party will select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators will be freely selected, and the Parties will not be limited in their selection to any prescribed list. The two arbitrators selected by the Parties will select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment will be made in accordance with the Arbitration and Conciliation Act, 1996.

- v. The award rendered will be in writing and will set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- vi. The award rendered in any arbitration commenced hereunder will be final and binding on the Parties.
- vii. Notwithstanding the above, during the pendency of any arbitration, the Parties will continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL will not be withheld on account of such proceedings.
- viii. Upon every or any such reference, the costs of sole incidental to the references and award respectively will be in discretion of the arbitrators so appointed who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party will direct by whom and to whom and in what manner the same is to be borne and paid.
- ix. The provisions of Clause 12.8 will survive the termination of the Contract.

### **12.9. Events of Default:**

#### **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 will be construed as Events of Default on the part of the Contractor:

- i. The Contractor is in material breach of any of the terms of this Contract;
- ii. The Contractor is adjudged bankrupt or insolvent;
- iii. Refusal to accept reasonable change in delivery schedule made by NPL.
- iv. Delay in delivery of coal beyond schedule of supply of coal for reasons other than Force Majeure, unless the same is accepted by NPL.

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

- i. If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~1 month's value of the supplies (contracted quantity divided by 3) and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it will be construed as an Event of Default on the part of NPL unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

NPL will have the right to encash the CPG of the Contractor on account of a Contractor Event of Default. The Contractor will 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 will be entitled to terminate the Contract.

Contractor will be entitled to terminate the Contract in case of NPL Event of Default.

### **12.10. Insurance:**

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

This will cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Work under the Contract. The Contractor will, at its sole expense, insure and will 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 will 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 will furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance will not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor will arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure  
If Contractor fails to effect and keep in force the insurance, NPL may effect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contract.

## 2. Adherence to Occupational Safety while at work place NPL

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

The contractor should 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, poclain or any other equipment operator and sampling witness representatives and does not in any way relive even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation will lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of contractor's persons, equipment will attract applicable penalty from bills and re-occurrence of any similar incidence will not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to contractor's persons while rendering obligations as per the tender under the proposed contract/ PO inside NPL plant premises. NPL disclaims and contractor to hold NPL harmless against any mishap outside the NPL Plant premises including but not limited to any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure of public premises and government premises or any third party premises due any act of contractor's persons, equipment .



### 3. 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 will be deducted by NPL from any money due or becoming due to the Contractor under the Contract or will be recovered by action of law or otherwise from the Contractor or his CPG.

### **12.11. Termination Of Contract**

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

### **12.12. Governing Law and Jurisdiction**

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

### **12.13. Execution**

The whole Contract is to be executed to the entire satisfaction of NPL.

### **12.14. Independent Contractor:**

The Bidders recognize and agree that the Contractor is not an agent or employee of NPL nor any affiliate of NPL and that Contractor is independent of any managerial or other control or direction by NPL and is free to perform, by such means and in such manner as Contractor may choose, all work in pursuance of commitments hereunder.

### **12.15. Assignment:**

Contractor will not assign the Contract without the written consent of NPL. However, NPL will have the right to assign the Contract without consent of the Contractor.

### **12.16. Blacklisting Criteria:**

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

- (i) Occurrence of Default as per Tender/PO terms (events of defaults )
- (ii) Influencing in the process of weighment and sampling , sample preparation and analysis of coal at NPL and any person in NPL/ associated agency with malafide intent as established by Tender committee of NPL based on credible evidence.
- (iii) Undue insistence for re-opening of issues already settled in past.
- (iv) Submission of eligibility requirements containing false information or falsified documents.

(v) 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 at any stage of the public bidding process.

(vi) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.

(vii) Withdrawal of a bid, or refusal to accept an award of PO without justified basis as determined by NPL Tender committee

(viii) Any attempt by a bidder to unduly influence the outcome of the bidding in his favour.

(ix) Failure of the contractor, solely to his fault or negligence, to start supplies within prescribed schedule.

(x) Supply of coal which is well below the, or way beyond acceptable standards as per the bid requirement.

(xi) Willful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting in substantial breach thereof without lawful and/or just cause.

(xii) Unwarranted, disputes, on frivolous grounds.

(xiii) Contractor fails to achieve the milestones within time schedule stipulated in the Tender/PO or failing in completing the work in time or Suspends/stops work on any unjust basis including seeking higher compensation.

(xiv) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of Tender/PO.

(xv) Fails to furnish the required documents / information of material nature as required under the terms & conditions of Tender/PO.

(xvi) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the NPL.

(xvii) Misbehaviour or physical manhandling by the Contractor or his representative or any person acting on his behalf of any official of the NPL.

(xviii) If the Director / Owner of the Contractor, proprietor or partner of the contractor, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude.

(xix) If the Director / Owner of the Contractor, proprietor or partner of the contractor has been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, etc.

(xx) If the Contractor is found to be involved in cartel formation during bidding.

(xxi) If the Contractor is declared bankrupt or insolvent or its financial position has become unsound.

(xxii) Unwanted litigation by the contractor to derive undue benefit.

(xxiii) Use of intimidation/threat or brings undue outside pressure on the NPL, or its officials in acceptance / performance of the job.

(Note: The examples given above are only illustrative and not exhaustive. The NPL may decide to blacklist dealing for any good and sufficient reason).

#### 12.16.2 Notice of default :

Contractor shall be issued a 'Notice of Default' granting contractor period of seven days (7) days to remedy the default. If Contractor fails to remedy or take adequate steps to remedy the default to the satisfaction of NPL within the notice period mentioned above, then business dealings shall be withheld with the Contractor.

#### 12.16.3 Representation by Contractor:

Contractor or his employee may represent to NPL Tender committee against Notice of default , however no outsider shall be allowed to represent or present during personal hearing.

#### 12.16.4 Order of Blacklisting:

The decision regarding blacklisting taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Contractor. This order of Blacklisting shall be final and shall not be subjected to Arbitration proceeding or before any court of Law.

#### 12.16.5 Period of Blacklisting:

The period of blacklisting shall remain valid till the same is revoked or waived or suspended or terminated.

#### 12.16.6 Effect of Blacklisting:

The Contractor, after issuance of order of Blacklisting , would not be allowed to participate in any future tender enquiry and if the Contractor has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. Contractor understands the sensitivity of the Blacklisting and has thus even agreed to reject the bid , even where the price bids of Contractor have been opened prior to order of Blacklisting.

#### 12.16.7 Revocation/Review of blacklisting order :

NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of black listed company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any

forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.

NPL Tender committee with final approval by the competent authority of NPL will take decision on blacklisting of any entity based on the recommendation of Head –Fuel sourcing

## Annexure I: Covering Letter

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*(The covering letter should be on the Letter Head of the Bidding Company)*

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

From: \_\_\_\_\_

\_\_\_\_\_

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address:

To

**Mr. Devendra N. Arolkar**

Head – Fuel Sourcing & Coal

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 414

Dear Sir,

**Sub: Bid for Supply of Non-Coking Imported Coal to Nabha Power Limited.**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original + (1) hard copy and one (1) CD with scanned copies of documents in Cover B, as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. 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 7.0 Scope of Work and to

prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation and sampling & testing facilities at Nabha Power Ltd. as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.

7. We hereby confirm that we will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we will challenge either NPL's decision or its right to make such decision at any time in the future.

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 NPL 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 will remain valid acceptance as per the clause 3.7. .
9. We confirm that the Bid is unconditional and non-suggestive and that that we have not taken any deviation to provisions of Bid Documents.
10. We confirm that we have no record of any previous blacklisting by NPL in any tender process or otherwise under any previous business relationship with NPL.
11. We confirm that our quoted prices are based on the provisions of the Bid Documents.
12. We confirm that our rates are firm for supply of the quantum of coal indicated.
13. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.
14. We confirm that our Bid includes all taxes except Advance Tax, for which NPL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
15. We confirm that we have read and understood requirements regarding blacklisting and are in agreement with the same.
16. The details of contact person are furnished as under:

Name:

Designation:

Name of the Company:

Address of the Bidder:

Phone Nos.:

Fax Nos.:

E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

**Annexure II: Format For Evidence Of Authorized Signatory's Authority**

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*(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 **Supply of Non-Coking Coal to Nabha Power Limited** through rate based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, and generally dealing with Nabha Power Limited in all matters in connection with our response to the Bid Documents.

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

The Power of attorney will remain valid and effective for all intent and purpose as mentioned herein above till this is revoked / cancelled / terminated under proper written intimation to NPL.

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 the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).
- (3) Bidder to submit duly notarized copy of photo ID proof of Attorney and Executant (specifically having specimen signature similar to one appearing on the proposed power of attorney)
- (4) Photograph of the Attorney and Executant to be duly notarized as well.

## Annexure III A: Format for Qualification Requirement

*(On Letter Head of Statutory Auditors)*

To,

**Mr. Devendra N. Arolkar**  
Head – Fuel Sourcing & Coal,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 414

**Dear Sir,**

**Sub: Bid for Supply of Non-Coking Coal to Nabha Power Limited (summary of credentials)**

We certify that:

Technical Qualification Requirements	(Insert name of Bidder) has supplied following quantity of Non-coking Coal to end-user (power/ cements/ industrial entities in India) on (CIF/FOR basis) in the year _____	___ MMT
Financial Qualification Requirements	(Insert name of Bidder)'s average annual turnover for the preceding three financial years was:	Rupees ___
	(Insert name of Bidder)'s average net worth for the preceding three financial years was:	Rupees ___

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

Name:

Date:

Place:

**Annexure III B: Certificate from Statutory Auditors of the Bidder for Coal Supplies Made**

*(On Letter Head of Statutory Auditors)*

REF NO:

DATED:

To,  
**Mr. Devendra N. Arolkar**  
Head – Fuel Sourcing & Coal,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 414

Dear Sir,

Sub:

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ having offices at \_\_\_\_\_.

We hereby certify that M/s \_\_\_\_\_ (Bidder) has supplied Coal to end-user (power/ cements/ industrial entities in India) directly or through PSU(s) or Coal Trader in India ( on CIF/FOR Basis) as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied (MTs)
1			
2			
3			

Signature: \_\_\_\_\_  
Name of the Partner/ Proprietor Membership No \_\_\_\_\_  
Seal of Statutory Auditors  
Place \_\_\_\_\_  
Date \_\_\_\_\_

**Annexure IV : Price Bid**

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

To,  
**Mr. Devendra N. Arolkar**  
 Head – Fuel Sourcing & Coal,  
 Nabha Power Limited,  
 P O Box 28, Near Village Nalash,  
 Rajpura-140401, Punjab, India.  
 Tel. No.: +91-176-2277251 Extn: 414

Dear Sir,

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

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "Supply of Up to 6.0 Lakh Metric Tons Non-coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause. 7.1 of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

SL. NO	PARTICULARS	REMARK	For the Scheduled Dispatches till 31 <sup>st</sup> Dec 2016	For the scheduled Dispatches between 1 <sup>st</sup> Jan 2017 to 31 <sup>st</sup> Mar 2017
I	Offered quantity	(in Metric Ton)		
II	CIF Price + Total Customs Duty	Firm ( Rs/MT)		
III	Discharge Port stevedoring, port handling, intercarting, logistics up to Rake loading and incidental charges there to	Basic (Rs/MT)		
		Service Tax rate %		
		Total with Tax (Rs/MT)		
IV	Railway freight (Rs/MT) inclusive of all taxes and surcharges (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB.	Freight (Rs/MT)		
		Service Tax rate %		
		Total freight with tax (Rs/MT)		
		Freight Distance		
		Loading siding		
V	CST @ against form "C" applicable on (II +III+IV) * Tax rate	Tax rate %		
		Amount ( Rs/MT)		
VI	Landed Cost to NPL (II+III+IV+V)	(Rs/MT)		

**# Landed prices are inclusive of applicable taxes.**

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

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by NPL at any time as per the clause 3.7 .

Signature:.....

Name:.....

Designation:.....

**Annexure V: Performa for Contract Performance Bank Guarantee**

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

Bank Guarantee No.....

Date

.....

To,

**The Chief Executive,**

Nabha Power Limited,

Near Village Nalash,

PO Box 28, Rajpura -140401,

Punjab,

India.

Dear Sir,

In consideration of M/s. Nabha Power Ltd., (hereinafter referred to as 'NPL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s ..... (Insert name of Contractor) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the "Contractor" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Coking Coal to Nabha Power Limited**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores Only)(*as per Cl.no..... of PO no.....dated....., insert as applicable*), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at .....,and issuing branch at ..... (hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Contractor 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 Contractor.

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

NPL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. NPL will also have the fullest liberty, without affecting in any way the

liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Contractor or any other course or remedy or security available to NPL. The Bank will not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of 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 Contractor or the said Bank will not discharge our liability hereunder.

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

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

This Bank Guarantee is governed by the laws of India.

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

Witness:

\_\_\_\_\_  
\_\_\_\_\_

Signature  
Name  
Office Address

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

Note:

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

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

## Annexure VI: Earnest Money Deposit

*(To be used in case Bidder is submitting the EMD in the form of a BG)*

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

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

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

To,

**The Chief Executive,**

Nabha Power Limited,

Near Village Nalash,

PO Box 28, Rajpura -140401,

Punjab,

India.

Dear Sir,

In accordance with your Bid Document no:....., M/s ..... Having their registered office at ..... (hereinafter called the "Bidder") wish to participate in the said bidding for **Supply of Non-Coking imported Coal to Nabha Power Limited**. As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. Two Crore Only valid till 28<sup>th</sup> Feb 2017 required to be submitted by the Bidder as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

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

The guarantee will be irrevocable and will remain valid till 28<sup>th</sup> Feb 2017. If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s ..... (Bidder's name) on whose behalf this guarantee is issued.

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

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

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

Witness:



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

(Signature)

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

(Name)

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

(Designation with Bank Stamp)

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

**Note:**

1. The Stamp Paper should be in the name of the guarantee issuing Bank.
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 EMD vetted by NPL prior to getting the same issued by the Bank).

**Annexure VII: New Vendor Identification Form**

*(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise..To be submitted for each TIN no.)*

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

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

<b>registered as suppliers</b>	
<b>List of references, if any</b>	

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

<b>Central Sales Tax Registration No and Date</b>	
<b>VAT Registration No and Date</b>	
<b>Service Tax Registration No and Date</b>	
<b>SSI Registration No and Date</b>	
<b>SSI Registration Validity</b>	
<b>Excise Registration No and Date</b>	
<b>PAN No</b>	
<b>PF Registration No</b>	
<b>ESIC Registration No</b>	
<b>Factory License No</b>	

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

<b>Any other information:</b>	

**Notes:**  
Our PO, Cheque, Correspondence, etc. will be sent only to the communication address as mentioned.  
All cheques will 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.

**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.

<b>Rubber stamp of the Vendor</b>		
	<b>Name and Designation of Authorized Signatory</b>	<b>Signature and Date</b>

<b>Requested by</b>	<b>Approved by</b>	<b>Payment Terms</b>

<b>(Name and Signature)</b>	<b>(Name and Signature)</b>	
<b>Date</b>	<b>Date</b>	

<b>To be filled up by Finance and Accounts</b>	
<b>Vendor Code</b>	
<b>Date</b>	

### Annexure VIII: Format for Coal Quality Analysis Report at Loading End

The Following report to be submitted for every Rake dispatched as applicable:

<b>Name of the Bidder</b>	
<b>Name of Coal Testing Agency</b>	
Rake No.	1
Date of Sampling	DD/MM/YYYY
Date of Preparation	DD/MM/YYYY
Source of Coal	Source (In case of multiple sources, mention quantity from each source)
Rake Quantity (MT)	
GCV (ARB) of Coal	
Ash (ARB)	
TM (ARB)	
VM (ARB)	
Sulphur% (ADB)	
Size Analysis	
Source of Coal	Country of origin supported by the certificate by IIAC.
Indent Placement date:	DD/MM/YYYY
Siding Name (with code)	_____

**Annexure IX: Format for Coal Properties ( for pre-approval)**

Sl. No.	Technical Particulars	Units	Typical Specifications
1.0	<b>Proximate Analysis</b>		
1.1	Total Moisture (AR)	%	
1.2	Volatile Matter (AD)	%	
1.3	Ash (AD)	%	
1.4	Fixed Carbon (AD)	%	
1.5	Sulphur (AD)	%	
	Total	%	100%
2.0	<b>Gross Calorific Value (ARB)</b>	Kcal/kg	
3.0	<b>Hardgrove Grindability Index (HGI)</b>		
5.0	<b>Sizing (&lt;2.36mm &amp;&gt; 50 mm)</b>	%	
6.0	<b>Ultimate Analysis (DAF Basis)</b>		
6.1	Carbon	%	
6.2	Nitrogen	%	
6.3	Hydrogen	%	
6.4	Sulphur	%	
6.5	Oxygen	%	
6.6	Ash	%	
	Total	%	100
7.0	<b>Ash Analysis (Air Dried basis)</b>		
7.1	SiO <sub>2</sub>	%	
7.2	Al <sub>2</sub> O <sub>3</sub>	%	
7.3	Fe <sub>2</sub> O <sub>3</sub>	%	
7.4	CaO	%	
7.5	MgO	%	
7.6	Na <sub>2</sub> O	%	
7.7	K <sub>2</sub> O	%	
7.8	SO <sub>3</sub>	%	
7.9	TiO <sub>2</sub>	%	
7.10	P <sub>2</sub> O <sub>5</sub>	%	
7.11	Mn <sub>3</sub> O <sub>4</sub>	%	
7.12	SrO	%	
7.13	BaO	%	
7.14	ZnO	%	
7.15	Ash Resistivity	Ohm - cm	
8.0	<b>Ash Fusion Temperatures in reducing atmosphere</b>		
8.1	Initial Deformation Temperature (IDT)	°C	
8.2	Hemispherical Temperature (HDT)	°C	
8.3	Flow Temperature (FT)	°C	

1.NPL reserves the right to verify the above properties in actual supplies.

2. Supplier to ensure that the material being supplied is for the sources from which these properties were furnished. NPL may demand relevant documents to establish this relationship. It is the responsibility of the supplier to establish this relationship to NPL's satisfaction.

## Annexure X: ACCEPTABLE BANKS

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

Any Nationalized Banks in India		
<b>Private Sector Banks</b>		
ICICI Bank Ltd.	Yes Bank Ltd.	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd.	Axis Bank Limited	Indusland Bank Ltd.
<b>Foreign Banks</b>		
Citi Bank	Deutsche Bank Ltd.	The Hongkong and Shanghai Banking Corporation Ltd.
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		

### Annexure XI: List of Documents to be submitted

The below listed documents to be submitted during supplies.

SI No	Documents	Frequency
1.	<b>Rake Wise Analysis of Coal quality at loading point (Proximate, GCV and Sulphur)</b>	For each Rake
2.	<b>Lot Wise Analysis (Any one rake of the Lot) of Coal quality at loading point (AFT, HGI and Ash analysis report, ultimate analysis)</b>	For Each Lot
3.	<b>NPL weighment slips in original (both Gross and Tare)</b>	For Each Rake.
4.	<b>Copy of RR</b>	For each Rake
5.	<b>Copy of Form-36 compliance</b>	For each Rake
6.	<b>Declaration of Invoicing location along with TIN No.</b>	Advance declaration as soon as rake is loaded.
7.	<b>Documents related to source of coal, vessel loading, bill of entry etc.</b>	For the Lot

#### **Notes:**

Normally GCV/ASH/TM/VM will be tested for every rake as per applicable BIS standards other properties may be tested on sampling basis as required by NPL. NPL may also test all properties (proximate/ultimate/ash) on a sampling basis.