



TALWANDI SABO POWER LIMITED

Tender Specification No: TN/7/CM/TSPL/2015-16/CHA & TRANSPORTATION

**Bidding Document and Technical Specifications for
CHA & Transportation of coal from West Coast port India**

to

Talwandi Sabo Power Limited, Mansa, Punjab

CONTENTS

CONTENTS.....	2
VOLUME –I	4
INSTRUCTION TO BIDDERS.....	4
1.0. INTRODUCTION	5
2.0. GENERAL INFORMATION	5
3.0. BIDDING DOCUMENTS	6
4.0. BID LANGUAGE	6
5.0. EARNEST MONEY DEPOSIT (EMD)	7
6.0. PERIOD OF VALIDITY OF BID AND EMD	7
7.0. SUBMISSION OF BIDS	7
8.0. BID OPENING AND EVALUATION	9
9.0. PRICE BID EVALUATION	9
10.0. AGREEMENT/TENDER AWARD CRITERIA	9
11.0. LETTER OF INTENT	10
12.0. PERFORMANCE BANK GUARANTEE	10
13.0. BIDDER OBLIGATIONS.....	10
14.0. QUALIFYING REQUIREMENT	11
VOLUME -II.....	12
TECHNICAL SPECIFICATIONS	12
1.0. INTRODUCTION	13
2.0. SCOPE OF WORK.....	13
3.0. QUANTITY.....	18
4.0. DISCHARGE RATE:.....	18
5.0. QUALITY	19
6.0. WEIGHT & HANDLING LOSS.....	20
7.0. DELIVERY	21
8.0. PENALTIES/RECOVERY FROM BIDDER’S	21
9.0. TERMS OF PAYMENT	22
16.0. TERMINATION CLAUSE	25
17.0. LETTER OF DISCHARGE	26
18.0. BREACH OF STATUTES	26
19.0. LIENS.....	26
20.0. INSURANCE.....	27
21.0. MUTUAL AGREEMENT AND EXTENTION:-	27
VOLUME - III.....	28

ANNEXURE A	29
PROFORMA OF BG FOR EARNEST MONEY DEPOSIT	29
ANNEXURE B	31
PROFORMA OF PERFORMANCE BANK GUARANTEE (PBG)	31
ANNEXURE C	35
PRICE BID SUBMISSION FORM	35
ANNEXURE D	38
FORMATS - FINANCIAL QUALIFICATION REQUIREMENT	38

TALWANDI SABO POWER LIMITED

CHA & TRANSPORTATION OF COAL FROM WEST COAST PORT INDIA TO TSPL

BID DOCUMENT

VOLUME -I

INSTRUCTION TO BIDDERS

1.0. INTRODUCTION

Talwandi Sabo Power Limited ("hereinafter referred to as TSPL/Owner"), a Vedanta Group company, setting up one of Punjab's largest green-field Thermal Power Project for supply of power on long term basis.

TSPL invites bids from reputed bidders for Stevedoring, clearing, Handling, storage, watch and ward, security, forwarding, transportation and delivery of Non coking Coal imported by Talwandi Sabo Power Limited (hereinafter named as "TSPL"), to its Power Plant at Mansa, Punjab

2.0. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document. 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 TSPL and TSPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have thorough understanding of the applicable requirements for performing supply and services as defined in the scope of work.

TIME SCHEDULE FOR BIDDING PROCESS

Sr.No.	Bid Reference	Time lines
1	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	11.05.2015 latest by 11.30 AM
2	Opening of EMD (Envelope-I)	11.05.2015 by 12.30 PM
3	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	11.05.2015 by 12.30 PM
4	Price bid opening (only for qualified bidders) (Envelope-III)	11.05.2015 by 03.00 PM

Note: TSPL reserves the right to amend the above schedule at its own discretion with written notice and addendum to this Bid Document.

3.0. BIDDING DOCUMENTS

In addition to the Invitation for Bid, the Bidding Documents shall comprise the following:

- Instruction to Bidders (ITB) - Volume-I
- Technical Specifications- Volume-II
- Annexure/Formats/Forms - Volume-III
- Any other document issued/ made available by TSPL to prospective bidders.

The bidder(s) are expected to read and examine all instructions, forms, terms & conditions, specifications and other information in the Bidding Documents as well as satisfy themselves regarding completeness of Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid in disregard to the requirements of the Bidding Documents in any respect will be at the risk of bidder and may also result in rejection of its bid. (Any inconsistency in the tender document has to be highlighted at the time of submission of the bid. Tender shall be considered as submitted by all the bidders and no modifications shall be entertained thereafter.

TSPL reserve every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of bid TSPL may seek additional information/ documents/ declaration from the bidders; failure to furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

4.0. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid exchanged between the bidder(s) and TSPL shall be in English language. Any printed literature/certificate furnished by the bidder(s) in another language, shall be accompanied by certified translation in English language.

5.0. EARNEST MONEY DEPOSIT (EMD)

The bidders are required to deposit the Earnest Money of Rs. 20 Lacs through Bank Guarantee (as per ANNEXURE-A) of equivalent amount from any Indian Nationalized Bank encashable at Mansa/Bathinda branch or Demand Draft to be issued in favor of Talwandi Sabo Power Limited, payable at Mansa or RTGS in favour of "Talwandi Sabo Power Limited" in the following bank account details

Bank Name : ICICI Bank limited

Address : Mansa Branch, Shimla Complex, Water Works Road, Mansa

Account No : 044605000486

Account Type : Current

IFSC code : ICIC0000446

Name of Beneficiary : Talwandi Sabo Power Limited

Address of Beneficiary : Village-Banwala, Mansa-Talwandi Sabo Road, Mansa,
151302(Punjab)

Initially validity of EMD shall be for the period of 3 months from date of submission of bid.

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/tender or after the expiry of validity period of the bids, whichever is later. EMD of successful bidders shall be refunded after receipt of Security Deposit/Performance Bank Guarantee.

Any bid not accompanied by an acceptable EMD, in a separate sealed envelope will be considered as rejected by TSPL

6.0. PERIOD OF VALIDITY OF BID AND EMD

The Bidder shall ensure that its bid initially remains valid and open for acceptance for thirty(30) days from the last date of submission of bid.

7.0. SUBMISSION OF BIDS

(i) Sealed Bids are to be submitted in one original and two copies, containing envelopes as detailed herein below:

Envelope I - Super-scribed as "Earnest Money Deposit" and shall contain the following:

- 1) Earnest Money Deposit (EMD) of requisite value in the form prescribed in *Clause 5.0 of Volume I*.

Envelope II - Super-scribed as "Technical Bid" shall contain all the documents as elaborated in the Bid for technical acceptance and qualification of the Bid (excluding Bid Price) duly filled in and signed by the Bidder in the following order

- 1) One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
- 2) Complete company profile
- 3) Documents for quantity handled in last three financial years.
- 4) Financial Balance sheet for last three year (Annexure D).
- 5) Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.

Envelope III- Super-scribed as "Price Bid" and sealed individually shall contain the Price Bid and other details as under as per Volume-IV of the Bidding Documents.

- 1) Price Bid submission form
- (i) The above said envelopes nos. I, II & III shall be kept in an overall outer envelope, which shall be sealed and super-scribed with "Bidder's Name and address". "Due date of Opening" & "EMD/Bid Security details" and lower left-hand corner of the envelope shall indicate "EOI reference & date for Clearing and Handling Agent at West Coast port India ". The Envelope shall be addressed to the following:

Contact Person

Group Head-Central Coal Procurement

Talwandi Sabo Power Limited,

Core-6, 3rd Floor, Scope Complex

7, Lodhi Road, New Delhi – 110 003

Ph No: - +91 11 49166125, +91 1659248110

Email: tspl.fuel@vedanta.co.in

Bids must be received by TSPL at the above address, not later than the time and date specified at *Clause 2.0 of Volume I*. In the event of the specified date for submission of bids being declared a holiday for TSPL, the bids will be received up to the appointed time on the next working day.

No bid may be withdrawn in the interval between 24 hours prior to the Bid submission deadline and the expiration of the bid validity period specified in the Bidding Document. Withdrawal of the bid during this interval may result in the forfeiture of Bid Security (EMD) submitted by the bidder.

8.0. BID OPENING AND EVALUATION

- a) With respect to the date notified for opening of bids, the first envelope comprising the Earnest Money Deposit (EMD) shall be opened.
- b) For the bidders where contents of EMD envelope are found to be in order and bids are found Responsive, envelope containing Technical Bid will be opened. Bids of other Bidders may be returned without opening. However, opening of the Technical Bid shall not constitute the acceptance of the EMD submitted by the Bidder and the same shall be subject to verification/realization.
- c) Bidder's Authorized Representative may attend the opening of Bids.

9.0. PRICE BID EVALUATION

Lowest price L-1 for the scope of work / service should be L-1 bidder.

10.0. AGREEMENT/TENDER AWARD CRITERIA

The successful bidder, whose bids are found eligible and has offered the lowest cost; as evaluated by TSPL, may be considered for placement of award.

No successful bidder under any circumstances will be allowed to dishonor /refuse agreement for TSPL plant where it has emerged the lowest bidder. In case of non-compliance or refusal, the EMD of the bidder would be forfeited. Similarly, EMD of any bidder who refuses to accept award at his quoted prices is liable to be forfeited.

Note: It may be noted that TSPL is not bound to award the Tender to the lowest Bidder & TSPL reserves the right to renegotiate the prices .

11.0. LETTER OF INTENT

Prior to the expiry of the period of Bid validity, TSPL will notify to the Successful Bidder in writing through Letter of Intent (LOI sent by required communication mode i.e. registered post. Email or through courier or by FAX, that its Bid has been accepted). Issuance of Letter of Intent, along with signing of Agreement with the Successful Bidder subsequently will constitute the formation of the Tender.

12.0. PERFORMANCE BANK GUARANTEE

Within ten (10) working days after receipt of LOI/Contract, the Successful Bidder(s) shall furnish the Performance Bank Guarantee (PBG) in the form of a Bank Guarantee to TSPL as per format enclosed at *Annexure B* of Bidding Documents for an amount equivalent to Rs 50,00,000/- (Rupees Fifty Lac Only) from any of the banks as per list enclosed of Bidding Documents. The Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the Tender and shall be valid initially for the period 6 months beyond the period of Agreement.

Failure of the Successful Bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD in which event TSPL may make the award to the next lowest Bidder (L2) at L1 prices and so on. If this does not work out, TSPL, at its option, may award the Tender to next lowest Bidder at his quoted price and so on. Failure to honor the Award based on his quoted price shall result forfeiture of EMD

TSPL, reserves right to re-negotiate the prices to lower the prices.

13.0. BIDDER OBLIGATIONS

- (i) The Bidder shall perform the Supplies / Services and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Tender or Agreement with all due diligence, efficiency, and economy, in accordance with prudent accepted professional techniques and practices, and shall observe high ethical practices, and employ appropriate advance technology and advance safety methods. The Bidder(s) shall always act, in respect of any matter relating to the Tender or to the work, as sincere advisers

to TSPL and shall at all times support and safeguard TSPL's legitimate interests.

14.0. QUALIFYING REQUIREMENT

- I. The Qualifying Requirement for the Bidders for this tender shall be as under:
 - A. The Bidder or their associate company should have handled & Transported minimum of 1 MMT of any type of Non Coking Coal from any port in India, in last three financial years.
 - B. Financial Qualification Requirement:
 1. The Average Annual Turnover (on stand-alone basis) of the Bidder in the preceding three (3) financial as on the last date of Bid submission shall not be less than INR 5 Crores (Indian Rupees five Crores only) or in equivalent foreign currency.
- II. The Bidder shall furnish his audited balance sheet for last three years TSPL also reserves the right to seek such additional information as it may deem fit to satisfy itself for eligibility of the Bidder, The Bids of the Bidders not meeting the Qualifying Criteria shall not be considered for Evaluation purpose.
- III. Qualification threshold in Clause 14 of volume I may be lowered in case of exigencies only at the discretion of TSPL to ensure wider participation.

TALWANDI SABO POWER LIMITED

**CLEARING AND HANDLING AGENT AT WEST COAST PORT INDIA
BID DOCUMENT**

**VOLUME -II
TECHNICAL SPECIFICATIONS**

1.0. INTRODUCTION

TSPL has a requirement of Clearing, Handling and Transportation Agent at West Coast port India for Talwandi Sabo Power Limited

2.0. SCOPE OF WORK

The scope of work shall include all activities from vessel berthing to loading onto the rakes and delivery upto plant i.e. berthing of vessel, custom & port clearance, vessel unloading, Stevedoring, Handling, movement to storage place, storage, watch and ward, security, clearing, forwarding, transportation and delivery of Non coking coal imported by TSPL, to its Power plant at Mansa, Punjab as per description mentioned here below:-

a. Stevedoring Work:

1. Discharging cargo from the mother vessel at guaranteed discharge rate quoted by bidder
2. Unloading coal at Jetty using material handling equipment's including excavators/cranes etc
3. Providing required documentation like SOF, daily stevedoring report etc.
4. Safe operations of cargo handling both on Board as well as on Shore and shall employ efficient and competent crane & equipment operators etc. to eliminate wastage / shortage of cargo.
5. Any other service customary required for completion of discharge from Vessel.
6. Co-ordination with vessel agent, master, owner's agent, inspection agency appointed by TSPL, port authorities, any other TSPL's representative etc. TSPL shall forward the necessary shipping documents on its receipt. The cargo delivery may be required on LOI in case of delay in receipt of original documents, subject to custom clearance.
7. Bidder shall be liable for any damage / theft to mother vessel(s) caused by its equipment and or personnel or any other port equipment hired by them. Bidder shall keep TSPL indemnified against such damage/theft.
8. Stevedore's damage arising out of stevedore's negligence, if any to the vessel to be settled directly by Bidder / Service Provider's insurance

company & vessel / owner. However principal to assist in obtaining / providing any documents required from owners / vessel as per norms of IRDA and other terms & conditions of Bidder's insurance company to process / settle the claim at any point of time. However, master / vessel agent has to notify stevedores in writing immediately after any damage is occurred. Such notice to specify the damage in details and to invite stevedores to appoint surveyors to access the extent of damage.

b. Custom and Port Clearance

1. Payment of customs duties at actuals (either by cash or by DEPB) and completion of documentation and Port Clearance of Cargo (DEPB documentation if required)
2. Finalization of Bill of Entry as per final documentation furnished by TSPL.
3. Follow-up with customs for arranging refund, if any.
4. Other customs & Port related work such as cancellation of bonds/ bank guarantees, Operation of PD accounts (if any) on specific authorization etc.
5. Co-ordination with Port & Customs Authorities and any other related agency.

c. Movement to storage space, Storage, watch & ward

1. Movement of cargo from jetty to the Port plots employing sufficient numbers of suitable dumpers.
2. Bidder shall arrange for suitable plots for storage of 100000 MTs (approx.) which shall be earmarked exclusively for TSPL's cargo allowing free storage for a minimum period of 90 days.
3. Bidder shall ensure safe and secure storage of coal and will maintain the quality and quantity of the coal received. Bidder shall take all necessary care to avoid any contamination/adulteration
4. Bidder shall keep sufficient number of persons for proper watch and ward.
5. During storage bidder shall take adequate care to avoid loss due to fire/combustion of coal. All necessary precautions, to avoid such loss shall be bidder's responsibility. Bidder shall also require to maintain the

moisture by water sprinkling. bidder shall however take care to avoid adding excessive moisture.

6. Cargo maintenance, necessary high stacking or any other means / steps to avoid loss to TSPL shall be done by Bidder.

d. Clearing and Forwarding, delivery at TSPL,Mansa

1. Clearing from Customs and port area as per schedule given by TSPL.
2. Loading of dumpers from storage area and shifting of cargo to railway siding in case movement by railway.
3. Bidder shall ensure safe and secure delivery of cargo to TSPL plants. He shall arrange necessary escorts at his own cost for security of cargo during transit for transportation of cargo by rakes.
4. Bidder shall render all necessary assistance and arrange for insurance claim from the Insurance Company if there is a loss of cargo for any reason.
Even if any insurance claim may arise TSPL to release payment of Bidder on submission of loss assessment report by insurance company surveyor and the loss of quantity to be considered as certified by surveyor. However, the same would be released only once a Bank Guarantee of equivalent amount is submitted by the Bidder to TSPL. This BG would be released by TSPL once insurance agency accepts the claim and Bidder is not at fault.

e. Transportation by Railway:-

1. Liaison & Co-ordination:
Bidder shall keep adequate liaison with railways (at required offices) entering into MOU with railways for ensuring wagons availability, making any representations with railways on behalf of TSPL for any concessions, freight reduction, credit note facility or availing any other facility beneficial to TSPL besides liasioning for day to day activities for rail movement.
2. Arranging Movement:-
Bidder shall raise Indents for Rakes at West Coast port India and ensure sufficient number of rakes for meeting TSPL's delivery schedule.

Inspection of wagons for suitability /load worthy condition. Bidder to ensure that any sick wagons or wagons with leakages whereby the coal loaded in to wagons may be lost in transit, are to be reported to railway authorities and are to be taken out so that sick wagons are not loaded. In the event that wagons are deemed sick and are cut-off in transit by the Railways, it shall be the responsibility of the Bidder to locate such sick/abandoned wagons and ensure safe and secure delivery to TSPL's smelters.

Mobilizing adequate manpower and equipment to load the rake within the allowed time. Any demurrage shall be borne by Bidder.

Loading railway wagons up to allowable loading capacity and trimming/leveling. Before commencement of loading Bidder will arrange to clean the wagons and will ensure that all wagons are properly cleaned and fit for loading of coal cargo.

Payment of rail freight (after getting advance payment from TSPL) and collection of freight pre-paid original RR and hand over to TSPL before arrival of rakes at TSPL plants but after verifications of correctness of RR. All incidental and sundry payments payable to whomsoever in this regard for smooth rake loading operation within the rules to be made by the Bidder. Railway siding charges are applicable even if the private siding is used.

Follow-up with railways for missing wagons, if any, lodging of claims with railways and expeditious delivery of material. & and loading of coal into wagons.

Complete railway documentation

Bidder shall arrange completing the rake loading within the stipulated period of time as allowed by railway.

3. Reconciliation: Bidder shall submit the reconciliation statement for quantity received at Disport and delivered at TSPL plants, giving account of rake by rake movement for each shipment on daily and cumulatively on

weekly basis. Bidder shall also reconcile the accounts related to payments made by TSPL towards port and statutory charges, custom duty, railway/truck freight etc and will submit regular statements. Bidder shall submit a consolidated report before the final bill. TSPL reserves the right to recover the excess payments through Bidder's bill or through other remedies provided in the tender

4. Bidder shall indemnify TSPL against losses arising out of or as a result of Bidder's own acts including but not limited to:-
 - i. Loss/theft to Mother Vessel due to their operation of Unloading in barges
 - ii. Violation of statutory requirements at port/customs/road transport/rail transport or any other relevant area
 - iii. Loss/injury to Bidder's own personnel/equipment
 - iv. Any insurance/compensations of Bidder's own personnel/plant
 - v. Loss of cargo/demurrage/railway claims. (In case of missing wagons, TSPL to claim directly from Railway authorities to which Bidder would provide the necessary help as and when required)
 - vi. Any demurrage liability arising for lower discharge rate in case of vessel unloading and rake loading beyond the permitted time
 - vii. Any port and customs claims pertaining to Bidder's own acts.
 - viii. Loss/penalty on account of under/excess loading. Dead freight will be calculated between port weighbridge actual weight (RR weight) and chargeable weight. The minimum loading guarantee will be 66 MT for N Box Wagon. The minimum loading guarantee for the rake will be derived based on the type of wagon and the number of wagons per rake. Any under loading below the specified limits for the complete rake will be on bidders' account. However no overloading shall be allowed. Any penalty levied by railway on account of overloading shall be borne by bidder. 50% of saving in dead freight to be passed on to Bidder. For example for N type box as below:-

59 box per rake X 66 MT = 3894 MT Minimum Loading

Dead freight due to any under loading below 3894 MT will be to Bidder

account. 50 % of saving in dead freight due to loading between 3894 MT and 4012 MT to be passed on to Bidder.

- ix. Any claims raised by Govt. authorities/ GMB due to environmental damages due to Bidder's deeds.

Physical Verification: As and when asked by TSPL and/or at the beginning of each month, TSPL may depute its team for physical verification of stocks lying at port/storage area and Bidder will co-operate.

The above scope is only illustrative and not exhaustive. All the residual scope of work for ensuring reaching of cargo to TSPL's Works in an orderly way is to be carried out by the Bidder.

3.0. QUANTITY

The Tender is for providing services as per the scope of work for the vessels brought by TSPL during a period of around 1 years to be brought by TSPL between 1st Jun 2015 till 31st May 2016 at West Coast port India. The quantity is however subject to TSPL's sole discretion to bring cargo to West Coast port India and TSPL does not guarantee the quantity to be brought at West Coast port India. The quantity is also based on Bidder's performance in the first few shipments. In case of congestion, vessel to be diverted to other port after mutual agreement.

4.0. DISCHARGE RATE:

The guaranteed minimum discharge rate per weather working day of 24 consecutive hours Sundays/Holidays included (PWWDSHINC) excluding charter party holidays subject to vessel not being worked on these charter party holidays basis minimum 4x 12 CBM or above grabs, as per following:-

Port	Navlakhi	Kandla	Mundra
<u>Discharge rates</u>			
Geared (MT)	15000	15000	25000
Gearless(MT)	12500	15000	25000

However, Contractor will make best efforts to achieve discharge rate higher than above. Laytime to commence 12 Hrs after NOR is tendered USC. However, in case

of gearless vessels, the laytime would commence 12 Hrs after NOR is tendered EIU. If the grab size is smaller than 12 CBM, then the discharge rate shall be prorated accordingly.

Vessel shifting time from outer anchorage to inner anchorage not to count as laytime. Shifting time to count from anchor up till anchor drop at the inner anchorage. Maximum one shifting is allowed.

100% Demurrage / Dispatch to be on Bidder's account. Demurrage / Dispatch to be settled within 7 days from the completion of discharge.

5.0. QUALITY

Quality & Quantity shall be determined at Disport during vessel unloading by independent inspection agency nominated by TSPL for Sampling and analysis of received cargo. The bidder at its option can appoint an inspection agency / Qualified Personnel from their side to witness the draft survey, sampling and analysis process at disport. In such case, the certificate would jointly be signed by both the inspection agencies (Independent Inspection Authority / Agency appointed by TSPL and inspection agency appointed by bidder/ Qualified Personnel). At disport, three samples will be drawn:-

One to be analysed by independent inspection agency appointed by buyer and second sample will be kept as referee sample under custody of TSPL and third sample will be given to Bidder/Bidder's qualified personnel. Samples collected at discharge port during vessel discharge to be dispatched daily to the TSPL, Mansa lab for analysis.

The quality and quantity shall again be assessed at TSPL, Mansa rake -wise by the same method used for sampling and analysis at discharge port. Quality determined at TSPL, Mansa by TSPL representative or Independent inspection agency (IIA) appointed by TSPL will be final and binding on both Bidder & TSPL. Results of analysis at TSPL premises shall be treated as final for payment, penalty or any other purpose.

In case of any dispute, due to variance as per the discharge port and TSPL, Mansa sampling and analysis report issued by an independent inspection agency appointed by TSPL at disport and by TSPL representative or independent

inspection agency appointed by TSPL at TSPL, Mansa, then TSPL shall forward the referee sample to mutually agreed reputed independent inspection agency. It is specifically agreed that the analysis results of such referee sample by the above stated agency shall be final & binding on both Parties and the cost of testing of the referee sample shall be borne by the Bidder.

Sampling and analysis shall be made in accordance with the latest revision of the standard methods of analysis for coal in accordance with ASTM standards.

Bidder shall be liable for loss of quality, if any and suitable recoveries shall be made as per tender. In case any time any malpractice is noticed, TSPL shall have right to recover the damages and terminate the tender without giving any notice.

Tolerance shall be allowed between discharge port total GCV ARB and received total GCV ARB at TSPL Plant up to maximum of 50 Kcal/kg GCV(ARB).

6.0. WEIGHT & HANDLING LOSS

TSPL's nominated inspection agency shall determine weight at Discharge port by Draft Survey. Weight for the purpose of Stevedoring charges shall be the weight recorded as per TSPL's weigh bridge record or draft survey weight recorded at West Coast port India, whichever is less after allowing handling loss.

Handling loss is determined as a difference of Draft survey weight and Normalized weight arrived after adjustment of moisture at TSPL plant on vessel to vessel basis.

Handling Loss shall be the calculated as under:-

Draft Survey Weight – Normalised weight (NW) at TSPL works.

where

$$NW = \frac{\text{Receipt Quantity at TSPL} \times (1 - TM \text{ as received at TSPL})}{(1 - Disport TM)}$$

Bidder shall be liable for recovery of amount basis CIF price in case handling loss & weighbridge tolerance exceeds the 0.5% tolerance allowed in this contract. The tolerance allowed shall not be treated as Bidder's right to retain 0.5% of coal and any such attempt will lead to termination with penalties.

For the purpose of calculating the receipt quantity for the reconciliations, the quantity actually received at the TSPL plant would be considered. However, for all

other purposes including the GRN and freight payment, the lower of dispatch and receipt quantity is to be considered.

7.0. DELIVERY

1. The coal consignment should start reaching Talwandi Sabo Power Limited (TSPL) Works progressively as per dispatch instructions of TSPL.
2. Consignee:
 - i. TSPL, Mansa:
Head Finance
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road
Village- Banawala, Distt- Mansa
Punjab-151302,
Ph. No. : - 01659248000
3. Bidder shall ensure that the entire quantity received at discharge port is delivered to TSPL at its project site
4. Delivery by Railway:-Railway siding details “TSPL MTSS 03103015”
5. Bidder shall send on daily basis a MIS of rakes dispatched from West Coast port India and received at TSPL plants and maintain a complete tracking of enroute.

8.0. PENALTIES/RECOVERY FROM BIDDER'S

Bidder shall be liable for following penalties/recoveries for shortfall in performance envisaged in this tender:-

Recovery on variation of Gross Calorific Value of Coal received:-

1. Pro-rata penalty for variation in GCV ARB will be deducted for difference in total GCV ARB between Disport analysis and analysis at TSPL on vessel to vessel basis after allowing tolerance of 50 Kcal/kg GCV(ARB). Results of analysis at TSPL premises shall be treated as final for payment, penalty or any other purpose.
2. Recovery due to Weighment difference as per Clause 6 of volume II.
3. Loss/penalty on account of under/excess loading. Dead freight will be

calculated between port weighbridge actual weight (RR weight) and chargeable weight. The minimum loading guarantee will be 66 MT for N Box Wagon. The minimum loading guarantee for the rake will be derived based on the type of wagon and the number of wagons per rake. Any under loading below the specified limits for the complete rake will be on bidders' account. However no overloading shall be allowed. Any penalty levied by railway on account of overloading shall be borne by bidder. For example for N type box as below:-

59 box per rake X 66 MT = 3894 MT Minimum Loading

Dead freight due to any under loading below 3894 MT will be to Bidder account.

3. Any demurrage involved in Vessel unloading including excess duty paid on this account and Railway transportation. Demurrages due to delay in loading of rakes at West Coast port India.

Any other sum which is unreasonably charged to TSPL due to any acts and omissions of the Bidder, TSPL shall have all right to recover any such value of penalty / recovery in any manner by deduction from Bidder's bills, Security Deposit or through any other manner as deemed fit.

9.0. TERMS OF PAYMENT

- 1 CHA Service Charges: 75% of the CHA Service Charges shall be payable within 15 days of receipt of Bidder's clear Invoice after completion of discharge of vessel. Remaining 25% shall be paid upon completion of delivery of the cargo in all respects at TSPL plant. All the deductions/adjustments as provided in this tender shall also be settled the respective initial/ final invoices as and when they arise. In case some adjustments are not quantified TSPL shall retain suitable sum from the Invoice and release the Balance payment. Such retained sum shall be settled between TSPL and Bidder immediately within 07 days on quantification/certification

All Invoices shall be paid within 15 days of their receipt at TSPL plants by Demand Draft/ at par payable cheque / RTGS.

- 2 Railway Freight: - Payment of Railway Freight will be made in advance by TSPL.

However, Bidder shall ensure that all rakes leave on freight pre-paid basis only, for which he will intimate requirement of funds well in advance and will liaise with railways.

- 3 Customs Duty - shall be paid in full at actuals, on getting notice sufficiently in advance from the Bidder before vessel arrival. TSPL shall have the option to advise filing B/E in advance and also provide the duty in the form of Duty Free License or Duty Entitlement Pass Book, for the payment of Customs Duty. Bidder shall give a detailed calculation sheet with clear sufficient working days to enable TSPL to arrange payment. TSPL shall provide necessary documents for filing the bill of entry. Bidder should keep track of the vessel as informed by TSPL from time to time.

10.0. RISK PURCHASE OF SERVICES

If Bidder fails to adhere to the delivery schedules and other terms and conditions contained in this Tender, TSPL will have the liberty to procure the services from an alternate source to mitigate suffering, at the risk and cost of Bidder and Bidder shall be liable to make good the loss incurred by TSPL in this process.

11.0. ASSIGNMENT/SUBLETTING

Bidder shall not sub contract any part of the work without the prior written approval / clearance of TSPL.

12.0. FORCE MAJEURE

Bidder shall not be liable to TSPL nor shall TSPL be liable to Bidder for any delay, interruption or failure in the performance of obligations hereunder if such delay, interruption or failure is due to or results from war, blockade, revolution, riot & fire, insurrection, military mobilization, civil commotion, strike or Act of God, provided that port delays like berthing delays, congestion at port, draft etc. are not to be considered as force majeure conditions.

Both parties agree to endeavour to minimize the effect of Force Majeure conditions to whatever extent they can & mutually agree on alternative courses of action either in anticipation of or after the force majeure conditions after the normalcy is restored.

The party whose performance is so prevented or delayed shall promptly give written notice to the other party with, if possible, supporting evidence and shall take reasonable steps to make good the loss and resume its performance with least possible delay.

13.0. DISPUTE RESOLUTION

Each Party shall designate in writing to the other Party a Representative, who shall be authorized on their behalf to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof (a "Dispute", which term shall include any counter-claim of either Party) in an equitable manner and, unless otherwise provided herein, to exercise the authority of the Parties to make decisions by mutual agreement. If the designated Representatives are unable to resolve any such Dispute within 30 days of such Dispute being brought to their notice, such Dispute shall be referred by such Representatives to a senior officer designated by each party, who shall attempt to resolve the Dispute within a further period of 30 days. The Parties agree to use their best efforts to attempt to resolve all Disputes arising hereunder promptly, equitably, amicably and in good faith, and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

Any dispute or difference arising out of or in connection with the Tender and which cannot be amicably settled between TSPL & Bidder shall be settled through arbitration. The same shall be referred at the written request of either party to the Arbitral Tribunal of three arbitrators comprising one nominee from each of TSPL and Bidder and an Umpire to be appointed by the two arbitrators by mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the provision of Arbitration and Conciliation Act 1996 (No 26 of 1996) and the Rules.

Bidder and TSPL have right to appoint their arbitrator from the panel of arbitrators issued by Indian Council of Arbitration.

The arbitration shall be conducted at New Delhi; shall be conducted in English Language and the award of the arbitrators shall be final. The parties agree that the

Hon'ble Court of New Delhi shall have sole jurisdiction in all matters relating to the arbitration proceedings.

14.0. JURISDICTION

Subject to the Arbitration Clauses herein above referred to, any suit or proceedings to enforce the rights of TSPL and Bidder shall be instituted and tried in New Delhi court. Laws of India shall apply. The vendor agrees to comply with the Vedanta code of conduct.

15.0. NON WAIVER

The failure of either party to enforce at any time any of the provisions of the Agreement, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be waiver of such provision, nor in any way to affect the validity of this Agreement or any part thereof, or the rights of either party thereafter to enforce each and every provision.

16.0. TERMINATION CLAUSE

TERMINATION OWING TO CHANGE IN TSPL'S OPERATIONAL NEEDS:

This Tender is made on the express understanding between the Bidder and TSPL that TSPL's operational needs are likely to any change substantially during the currency of the tender, should at any time during the currency of the tender, substantial change in operational needs occur, making it impracticable for TSPL to take services as estimated at the time of conclusion of this tender, TSPL shall notify such change to the Bidder promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In the event that no such agreement is reached, this tender shall stand terminated without any financial implication on either side without prejudice to the rights of either parties on any matter pertaining to the performance of the tender prior to and/or up to such termination.

TERMINATION FOR DEFAULT

The TSPL shall at all times have the right to terminate the tender for the Bidder's

default or failure to fulfill the obligations under the tender in whole or in part or if the Bidder refuses or fails to comply with the provisions of the tender or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to perform the work within the time specified. In such an event the TSPL may get the whole or residual part of the services from other Bidders at the risk and cost of the Bidder.

In case of cancellation of order owing to failure of Bidder, the amount due to him on account of services effected by him, if payable, shall be paid to him only after due recoveries as per provisions of tender and that too after alternative arrangements to complete the services, has been made.

17.0. LETTER OF DISCHARGE

At the end of the tender, Bidder shall submit the final bill covering all his claims, on any account whatsoever, under the tender. Once the final bill has been submitted, it shall be deemed that Bidder has no other claims of any kind or nature whatsoever under or arising out of or relating to the tender, and that the tender including the arbitration agreement contained therein stands terminated and determined by mutual agreement of the parties and claims and disputes, if any, after the date of discharge letter shall only be settled by suit in court of law and not through arbitration.

18.0. BREACH OF STATUTES

The Bidder shall indemnify TSPL against all penalties and liabilities of every kind of breach of any statutes, rules and regulations or bylaws as may be applicable for and in execution of the tender.

19.0. LIENS

If, at any time, there should be evidence or any lien or claim for which the TSPL might have become liable and when is chargeable to the Bidder, TSPL shall have the right to retain out of any payment then due or thereafter to become due to an amount sufficient to completely indemnify TSPL against such lien or claim and if such lien or claim be valid, TSPL may pay and discharge the same and deduct the

amount so paid from any money which may be or may become due and payable to the Bidder . If any lien or claim remain un-settled after all payments are made, the Bidder shall refund or pay to the TSPL all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

20.0. INSURANCE

It is the responsibility of the Bidder to ensure that their infrastructure is adequately insured and premium is paid upto date. Similarly, it is the responsibility of TSPL is to ensure that their cargo is adequately insured from port to plant.

21.0. MUTUAL AGREEMENT AND EXTENTION:-

This tender can further be extended as per the same terms up to a further period as may be mutually agreed between TSPL & the Bidder.

The essence of this tender is the satisfactory performance of the Bidder as per the terms and conditions of this tender.

VOLUME - III
ANNEXURES, FORMS & FORMATS

ANNEXURE A

PROFORMA OF BG FOR EARNEST MONEY DEPOSIT

M/ s. Talwandi Sabo Power Limited

(1980 MW Power Plant)

Village- Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab.

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs 20,00,000/-

Guarantee cover from:..... To

The undersigned, constituted under thehaving its Head Office at and amongst other places a Branch, at (hereinafter called "the Bank") taking into consideration that M/s.with its Registered Office at.....(hereinafter called the "Bidder"), have received a tender enquiry for Clearing and Handling Agent at West Coast port India for Talwandi Sabo Power Limited, Gram-Banwala Distt-Mansa (Punjab) (hereinafter called the "Principals").

That the Principals are prepared to consider the offer of the Bidder provided the offer is accompanied by a Bank Guarantee for an amount of `/- towards Earnest Money Deposit.

DECLARES:

Hereby to Guarantee irrevocably up to a maximum amount of ` the due fulfillments by the Bidder of their obligations in this regards, and consequently undertakes to pay, without demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder, to Principals on their first written demand (signed by an Associate General Manager of

the Company with date and amount in `) all that which the Principals declare that Bidder are due to them in this respect, such with due observance of the maximum amount.

The liability of the bank will arise only if a letter from the Principals stating non-fulfillment by the Bidder of their obligation is received by the bank on or before

The bank shall not be released of its obligations under these presents by any exercise by the Principals of its liberty with reference to matters 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 the Principals or any other indulgence shown by the Principals or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Principals at its opinion shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Bidder, notwithstanding any security or other Guarantee that the Principal may have in relation to the Bidders liabilities.

This Guarantee comes into force from the date of this Guarantee and will remain valid up toand, so that claims, if any, must have been received latest by the undersigned on at the Bank's Office at Mansa.

This Guarantee is not negotiable or assignable.

Please return this Guarantee to us for cancellation on expiry.

Notwithstanding anything herein contained, our liability under this guarantee shall:

- 1. Our liability under this Guarantee is restricted to `**
- 2. Guarantee shall be valid up to**
- 3. We are liable to pay the guaranteed amount or any part thereof towards full & final settlement of our liability under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the date of expiry of this Guarantee.**

Dated at Mansa _____ day of _____, 20XX.

ANNEXURE B
PROFORMA OF PERFORMANCE BANK GUARANTEE (PBG)

Date:

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

WHEREAS M/s _____, a company incorporated under the laws of India and having its registered / principal office at _____ (hereinafter referred to as the "Bidder" which expressions shall include its successors and assigns);

WHEREAS, Bidder has in terms of _____LOI No. _____date _____and Agreement dated _____ (hereinafter referred as the " _____ Agreement") entered between Talwandi Sabo Power Limited (TSPL) and itself, agreed to perform the works and Services as stated in the _____ Agreement.

WHEREAS, as per provision of the said _____Agreement, the Bidder is required to furnish to TSPL a Bank Guarantee for _____ (Rupees _____ only) towards due and faithful performance of the its obligations under the _____ Agreement.

Now, we _____ (name of the bank, branch) at _____(address) (which include our successors and assigns) hereby irrevocably and unconditionally agree and undertake as follows :

We hereby irrevocably and unconditionally guarantee to pay to TSPL, the sum in aggregate not exceeding _____ (Rupees _____ only), without any demur, merely on the first written demand signed by TSPL representative stating that the amount claimed is due by reasons of breach by the said Party of any of the terms or

conditions contained in the said Tender or by reasons of the Party's failure in performance of the Tender and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.

We agree that it shall not be obligatory on part of TSPL to establish non-fulfillment of the tenderual obligations as stipulated in the O&M Agreement under the terms of this guarantee and we shall, on a simple written demand from TSPL, immediately pay to TSPL, the said amount without any demur or delay.

Notwithstanding anything to the contrary, TSPL's decision as to whether the Bidder has made any such default or defaults under the aforesaid _____ Agreement and / or any other agreement, if any and the amount or amounts to which TSPL is entitled by reason thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between TSPL and the Bidder and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by TSPL on first written demand without any protest or demur.

The decision of TSPL that any sum has become payable shall be final and binding on the Bank.

This guarantee shall come into force from the date of issue of this guarantee and shall remain in full force and effect up to and including _____. Should it be necessary to extend the validity of this guarantee beyond the said date, we undertake to extend the period of the guarantee on TSPL's request till such time as may be mutually agreed between you and the Party.

We further agree that TSPL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said _____ Agreement and all other written agreement, if any relating to the Tender and/or to extend the time for performance by the Party from time to time.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ (Rupees _____ only).

This guarantee shall remain in full force and effect up to and including _____ (Validity). Unless a claim or demand in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee.

THIS GUARANTEE SHALL BE SUBJECT TO THE LAWS OF INDIA AND THE JURISDICTION OF THE COURTS IN BATHINDA, PUNJAB, INDIA

SIGNED AND DELIVERED this _____ day of _____, 20__.

For and on behalf of

Bank :

Address :

(AUTHORISED SIGNATORY OF BANK)

LIST OF BANKS FOR ISSUANCE OF EMD/ PBG

Domestic Bidders		
Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd	Yes Bank Ltd	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd	Axis Bank Limited	IndusInd Bank Ltd.
Foreign Banks		
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.		
Foreign bidders		
Any bank that is globally rated at least "A" by S&P / Moody's / FITCH		
In case of other banks, the same needs to be confirmed by any of the Banks in India from above list for Domestic bidders		

ANNEXURE C
PRICE BID SUBMISSION FORM

Bid Ref No: and Date:

Bidders Name and Address:

To,

Head Commercial-TSPL

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road

Village- Banawala, Distt- Mansa

Punjab-151302

Dear Sir,

Sub: Bidding Document No: _____ for clearing and Handling Agent at West Coast port India for TSPL Power Plant.

1. Having examined the Bidding Documents No. _____, the receipt of which is hereby acknowledged, we the undersigned, offer services under the above-named Package: " clearing and Handling Agent at West Coast port India for Talwandi Sabo Power Limited Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties except service tax). Service tax at actuals would be paid by TSPL extra.

S.No	Description	Units	Kandla Port		Navlakhi Port		Mundra Port	
			In Figure	In words	In Figure	In words	In Figure	In words
1	Guaranteed Discharge Rate	MT						
2	Handling Charges	Rs/MT						
3	Statutory Charges	Rs/MT						
4	Any other Charges. Please specify	Rs/MT						
5	CHA Service Charges(2+3+4)	Rs/MT						

Note: - West Coast Ports of India mainly include Kandla Port, Mundra Port & Navlakhi Port. However Preference would be Kandla port then Navlakhi port and then Mundra port. Detailed cost break-up of price quoted by bidder should be provided along with price bid envelop on separate sheet.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by TSPL, 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.

We further confirm the following:

- i. We have quoted the prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents.
- iii. We confirm that our quoted prices are based on the provisions of the Bidding Documents.

2. We further confirm the following:

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 90 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

Until a formal Tender is prepared and executed between us, this Bidding Document, together with TSPL's written acceptance thereof in the form of TSPL's Letter of Award shall constitute a binding Tender between us.

We understand that TSPL is not bound to accept the lowest or any other Bid. TSPL reserve the right to negotiate with any of the bidder during course of order finalization

If our Bid is accepted, we undertake to provide Tender Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

We undertake, if our Bid is accepted, to commence work for CHA & Transportation of coal from West Coast port India to TSPL, Mansa immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Tender to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____

Name: _____

Designation: _____

Seal

ANNEXURE D
FORMATS - FINANCIAL QUALIFICATION REQUIREMENT

1. ANNUAL TURNOVER

To,
Head commercial-TSPL
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road
Village- Banawala, Distt- Mansa
Punjab-151302

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 14.0 of Volume I* of Bidding Document, we hereby furnish the following details:

We, _____(Name of Bidder/ Name of Lead Member) confirm that our average Annual

Turnover on stand-alone basis during the preceding three financial years as on the last date of Bid submission is not less than INR 5 Crores (Indian Rupees Five Crores only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

Sr. No.	Financial Year	Annual Turnover		Quantity Handled (MT)
		Amount in Rs.	Amount in USD	
1	2012-13			
2	2013-14			
3	2014-15			

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Seal of Firm