



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: TN/7/CM/TSPL/2015-16/Coal Supply Delivered**

**Bidding Document and Technical Specifications for Supply of  
upto 0.2 MMT Non-Coking Coal on delivered basis**

**To**

**Talwandi Sabo Power Limited, Mansa, Punjab**

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**TALWANDI SABO POWER LIMITED**

**SUPPLY OF UP TO 0.2 MMT NON-COKING COAL ON DELIVERED BASIS**

**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 for supply of 0.2 MMT Non-Coking Coal (hereinafter referred to as "Coal") of specifications mentioned herein, on 'FOR (Free on Rail) destination (TSPL MTSS 03103015) basis' at the Plant. TSPL, therefore, intends to enter into Contract with suppliers for the same.

## 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. 1 Crore 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/contract 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 supplied in last three financial years.
- 4) Financial Balance sheet for last three year (Annexure C).
- 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 supply of 0.2 Million Metric Tons (MMT) of Non Coking Coal on TSPL plant delivered basis". 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](mailto: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**

Price Bid of those Bidders found eligible after evaluation of Technical Bids shall be evaluated as described hereunder:

The evaluated Bid price shall be arrived at considering the lowest Rs/ 1000 GCV landed price at the Plant.

#### **10.0. AGREEMENT/CONTRACT AWARD CRITERIA**

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

No successful bidder under any circumstances will be allowed to dishonor /refuse to supply the quantities for TSPL plant where it has emerged the lowest bidder. In case of non-compliance or refusal to supply the quantities, 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 Contract to the lowest Bidder & reserves the right to re-negotiate 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 Contract.

#### **12.0. BIDDER OBLIGATIONS**

- (i) The Bidder shall perform the Supplies and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Contract 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 Contract or to the work, as sincere advisers to TSPL and shall at all times support and safeguard TSPL's legitimate interests.

#### **13.0. QUALIFYING REQUIREMENT**

- I. The Qualifying Requirement for the Bidders for this tender shall be as under:
  - A. The Bidder should be a regular supplier of bulk quantities of Non Coking Coal having supplied & handled minimum of 1 MMT of any type of Non Coking Coal, in any one financial year during last three financial years.
  - B. Financial Qualification Requirement:
    1. The Annual Turnover (on stand-alone basis) of the Bidder in the preceding financial year as on the last date of Bid submission shall not be less than INR 400 Crores (Indian Rupees four hundred Crores only) or USD 67 million.
- II. 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 13 of volume I may be lowered in case of exigencies only at the discretion of TSPL to ensure wider participation.

**TALWANDI SABO POWER LIMITED**

**SUPPLY OF UP TO 0.2 MMT NON-COKING COAL ON DELIVERED BASIS**

**BID DOCUMENT**

**VOLUME -II**

**TECHNICAL SPECIFICATIONS**

## **1.0. INTRODUCTION**

TSPL has a requirement of Non-Coking Coal as specified in *Clause 1.0 of Volume I*; of specifications mentioned herein, on "FOR Power Plant" basis at Talwandi Sabo Power Limited

## **2.0. SCOPE OF WORK**

The scope of work includes but not limited to:

- i. Supply, transportation, delivery of Coal at TSPL Plant and works incidental to it.
- ii. Transportation from respective source to loading destination, handling, storage, statutory clearances, arranging railway rakes, loading into rakes, transportation and delivery at the Plant.
- iii. All other handling/ carrying activities like clearing and forwarding of the consignments, statutory clearances, coordination with railways and any statutory authorities shall also be part of scope of work of Bidder.
- iv. All coordination at loading destination, transit destination, railways, etc. shall also be part of scope of work of Bidder. Unloading of Coal at Power Plant end from railway wagons shall be arranged by TSPL.
- v. Under loading/ overloading shall be the sole responsibility of the bidder.

## **3.0. QUANTITY**

- i. Tolerance of +/- 20 % quantity at TSPL's option is allowed on quoted quantity.
- ii. The delivery schedule will be 50,000 MT quantity in Jun'15, 75,000 MT quantity in Jul'15 and 75,000 MT quantity in Aug'15.

## **4.0. SPECIFICATIONS OF COAL**

The Non Coking Coal to be supplied shall be as per specifications furnished hereunder. For Price Basis, the Base Parameters shall be as under:

Parameters	UOM	Base Parameter	Rejection Parameter
<b>GCV (ARB)</b>	<b>Kcal/Kg</b>	5000-5800	<4800 or > 6000
<b>FC (ADB)</b>	<b>%</b>	By Difference	
<b>VM (ADB)</b>	<b>%</b>	36-40	>40
<b>Ash (ADB)</b>	<b>%</b>	< 10	>12
<b>FC/VM Ratio</b>		0.95-1.2	<0.9 or >1.2
<b>TM(ARB)</b>	<b>%</b>	< 22	>26
<b>IDT</b>	<b>Deg C</b>	>=1170	<1170
<b>Sulphur (ADB)</b>	<b>%</b>	< 1	>1.2
<b>HGI</b>		>=45	
<b>Na2O</b>		<=1	
<b>K2O</b>		<=2	

The Bidder is required to give details of source of Coal to TSPL prior to dispatch of each Coal Consignment as may be required by TSPL.

TSPL shall have the right to do sampling and analysis at loading origin before dispatch of coal or at receiving end.

#### **5.0. QUANTITY DETERMINATION**

- i. Quantity determination of non- coking Coal shall be at the Plant and will be final and binding for the purpose of payment.
- ii. The Coal will be measured weighed rake-wise for determination of quantity.
- iii. The Bidder shall ensure that rakes are delivered to the consigned station only i.e. TSPL Coal Handling Plant. In case the rakes are diverted by the railways for any reason(s), beyond the control of the Bidder, Bidder shall furnish advance intimation and RR and other necessary details to the concerned station immediately on diversion of rake. The diverted rakes shall not be counted as received by TSPL. However, TSPL shall, as per the discretion of Bidder, either being a consignee claim the refund from the railway authorities for the missing wagons /diverted rakes or provide the required documents to be presented in railways, in favor of Bidder to claim such refunds. TSPL on realizing any such claim shall pass over the same immediately to the Bidder without any extra liability to TSPL.

## 6.0. QUALITY INSPECTION

Quality of Coal shall be finalized based on the inspection results of the samples taken at the TSPL Plant end. Quality determination of Coal shall be at the Plant and final payments thereof will be based on such determination at the Plant.

TSPL at its option and cost can also nominate their representative for coal sampling and analysis at load port and at discharge port.

### i. Sampling and Testing of Coal samples drawn at the Plant

Coal samples at the Plant shall be drawn rake wise and prepared for analysis by TSPL representative or Independent inspection agency (IIA) appointed by TSPL.

Such quality analysis sample drawn and prepared shall be divided into two (2) parts within one (1) day of its collection and shall be distributed as follows:

- a) One part of the sample will be taken by TSPL for analysis at TSPL.
- b) The third part of the sample will be retained as referee sample. Such referee sample shall be kept under custody of TSPL, to be used for future reference and/or testing.

All Coal samples shall be drawn, prepared and analyzed by TSPL or appointed IIA by TSPL in accordance with relevant American Standard for Testing Materials (ASTM)/ Indian Standards

TSPL shall analyze its portion of the Coal sample for the same parameters drawn at the Plant. For determining total moisture, TSPL and the IIA shall witness the joint analysis within 24 hours of receipt of Coal. In case, the analysis for Total Moisture is not carried out within time frame as above, such sample(s) shall be kept under joint lock and joint custody of IIA and TSPL till determination of Total Moisture.

For adjustments in quality of Coal received at the Plant pursuant to *Clause 7.0 below*, test results of TSPL shall be considered.

In case of any dispute, due to variance in test results of Bidder and TSPL beyond the limits permissible under relevant ASTM (except for TM), TSPL shall forward the referee sample to the third party laboratories having facilities for Coal analysis as per ASTM/ IS methods and are under Council of Scientific and Industrial Research (CSIR) or Government owned/ Government approved or has the accreditation of National Accreditation Board for Testing and Calibration Laboratories (NABL), Department of Science and Technology, India for

analysis. It is specifically agreed that the analysis results of such referee sample by the above stated third party shall be binding on both Parties and the cost of testing of the referee sample shall be borne by the Bidder. If no dispute is raised by the Bidder within five working days after receipt of TSPL report or ten days after distribution of samples whichever is later, no request for consideration of referee sample shall be accepted. In such a case analysis report of TSPL shall be binding on the Bidder for the purpose of payments.

#### **7.0. ADJUSTMENT ON QUALITY VARIATION**

The bidder is to deliver the coal with a range as specified in the *Clause 4.0* above. However in case of variation in the quality agreed and supplied by the Bidder the following adjustments will be made and consider for final payment:

i. **Gross Calorific Value {As received Basis (ARB)}**

Pro – rata adjustment in the Landed price would be made as per below if there is variation in Guaranteed GCV (ARB) quoted by bidder and GCV (ARB) determined as per the sampling and analysis report issued by TSPL representative or independent inspection agency appointed by Buyer at TSPL plant:

1. At Load Port appointed by Bidder (for 90% provisional payment purposes):-

A. Should the GCV ARB (Kcal/Kg) be above guaranteed GCV ARB (Kcal/kg)

**ADJUSTED LANDED PRICE= LANDED PRICE**

B. Should the GCV ARB (Kcal/Kg) be below guaranteed GCV but above rejection limit, then the price is to be adjusted as follows:-

**ADJUSTED LANDED PRICE= LANDED PRICE -- LANDED PRICE X (a-b)**

**GUARANTEED GCV ARB (KCAL/KG)**

**a= GUARANTEED GCV ARB (KCAL/KG)**

**b= ACTUAL GCV ARB (KCAL/KG)**

The cargo will be subject to rejection if the GCV (ARB) is reported as per the rejection limit specified under Clause 4.

ii. **Sulphur (ARB)**

In case Sulphur (ARB) is above 1 %, then the Landed price shall be reduced by Rs



10 per MT for each 0.1% increase above 1% fraction prorated, till rejection limit.

## **8.0. PAYMENT TERMS**

The Bidder will submit the bills/invoice on rake-to-rake basis based on Coal delivered to TSPL. Payment will be made within 30 days of acknowledgement of bill by TSPL. Date of Bill acknowledgement by TSPL to be taken as Day 1. TSPL may pay bill before end of 30 days period in the manner as given below:-

- a. If the bill is paid within one day of acknowledgement of the bill then 2% rebate will be applicable and thereafter for each day after acknowledgement date the rebate will be calculated as 2 % minus 0.033% multiplied by the no. of days after acknowledgement of the bill {2% - (0.033% X No. of days after the acknowledgement date of the bill)} on the payments made till 30 days. For e.g. if payment is made on 16th day from date of bill acknowledgement then a rebate of 1.505% shall be applicable for payment.

For e.g. If party raise bill for Rs 1000 & Payable amount after deduction is Rs 950. Then the rebate structure mentioned above is applicable on Rs 950.

This is in line with payment clause of energy bill in PPA signed with PSPCL.

Documents to be submitted:-

- i. Submission of Invoice in quadruplicate duly certified by TSPL for receipt of Supplies at TSPL site.

Any balance adjustment because of quality and quantity shall be settled through debit/credit notes and payment thereof shall be made within 5 working days from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, TSPL reserves the right to adjust the same in the next available payment and/or through Contract Performance Guarantee.

## **9.0. TRANSIT INSURANCE**

All kind of applicable insurance during the supply of Coal to TSPL Plant shall be to Bidders' account. TSPL shall in no way be responsible for any claims/losses incurred

by the Bidder before the delivery of Coal at TSPL Plant. TSPL reserve right to ask for any such document if necessary.

#### **10.0. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT**

Any changes in taxes & duties and railway freight notified by Govt. of India will be adjusted to the PMT landed price of the Coal subject to the valid documentary evidence notifying any such change. Any change in railway freight due to change of source/siding shall be considered only in case it is lower than the quoted railway freight as quoted by the bidder in the price bid.

#### **11.0. COMPLIANCE WITH STATUTORY ORDERS**

The Bidder shall ensure compliance of all acts/rules/regulations/policies/guidelines/orders etc. In case of any modifications in any of the provisions in respect of supply of Coal, during the currency of the Agreement, the same shall become applicable and binding on Bidder and TSPL with immediate effect.

#### **12.0. ASSIGNMENT**

Bidder shall not assign or transfer the Contract, or any benefit there under to any person, firm or corporation without TSPL's prior consent in writing.

#### **13.0. LIQUIDATED DAMAGES (LD)**

Subject to Force Majeure Clause, if the Supplier fails to deliver the coal within the time period(s) specified in the Agreement, the buyer shall, without prejudice to its other remedies under the Agreement, deduct from the Landed Price, as liquidated damages, a sum equivalent to half percent of the Landed price of the delayed shipment for each week of delay or part thereof subject to a ceiling of 10% (ten percent) of the Total Contract Price.

Tolerance of quantity equivalent to normal rake loading quantity is allowed & LD shall not be applicable for tolerance mentioned herein subject to no extra payment for the quantity delivered over & above contractual quantity.

#### **14.0. FORCE MAJEURE**

Bidder shall not be liable to Buyer nor shall the Buyer be liable to Bidder for any delay, interruption or failure in the performance of obligation if such delay, interruption or failure in the performance of obligations hereunder (excluding any obligation to pay money) is due to or results from any Acts of God viz., fire, flood, storm, earthquake, tempest, embargoes and/or any circumstances beyond the control of any parties, viz., war (whether declared or undeclared), blockade, revolution, riots, insurrection, mobilization, civil commotion, strike, lockout, public enemies, governmental restrictions or control on imports, exports or foreign exchange.

In the event that a delay, interruption or failure occurs or is likely to occur, the party directly affected shall promptly notify the other party by fax of particulars of the relevant event and the estimated tonnage to be affected thereby and supply if possible supporting evidence. The party so affected shall make its best efforts to remove the cause of the delay, interruption or failure and to resume with the least possible delay in compliance with its obligations under this agreement.

Upon removal or resolution of the cause of the delay, interruption or failure the party so affected shall notify the other party by fax of such removal or resolution and of the tonnage affected. deliveries that otherwise would have been made under this agreement during any period in which performance by any party is so prevented shall be made up as soon as practicable, unless such delivery is cancelled by mutual agreement.

#### **15.0. ARBITRATION, JURISDICTION AND APPLICABLE LAW**

- A)** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and amendments, if any.
- B)** The tribunal shall consist of three arbitrators. Each party will appoint one arbitrator and these two shall appoint the third arbitrator. Nani Palkiwala court for Arbitration / The Indian council of Arbitration, New Delhi shall appoint the third arbitrator if the two appointed arbitrators fail to agree on the third arbitrator.

- C) The language of the arbitration shall be English.
- D) The place of arbitration shall be New Delhi.
- E) The contract shall in all instances be governed and construed in accordance with Indian Law.

#### **16.0. ASSIGNMENTS**

Neither Bidder nor Buyer shall assign the whole or part of its right and obligation hereunder directly or indirectly without the prior written consent of the other party.

#### **17.0. LIABILITIES**

Timely delivery and adherence to agreed quality parameters will be the essence of the contract and Bidder will be liable for any breach in this respect but not for any remote damages that are indirect and/or consequential in nature. Bidder's liabilities will be to the extent agreed in the aforesaid clauses of the contract. Buyer will be responsible for the release of payment as per terms and conditions. In case of breach of contract, the Buyer has the right to claim damages in addition to invoking the risk purchase & performance bank guarantee.

#### **18.0. RISK PURCHASE**

If the Bidder fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in the contract for purchase of coal, Buyer shall have the liberty to procure the material from an alternate source at the Bidders risk and cost, and the Bidder shall be liable to make good the loss suffered by Buyer in this regard. Similarly, if Buyer fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in the contract for purchase of coal, Bidder shall have the liberty to sell the material to an alternate customer at Buyer's risk and cost, and the Buyer shall be liable to make good the loss suffered by Bidder in this regard.

#### **19.0. WARRANTIES**

Except for the warranty of title, no conditions or warranties express or implied, of merchantability, fitness or suitability of the material for any particular purpose or otherwise, are made by Bidder other than that the material conforms, within any

tolerances stated, to the descriptions stated herein.

#### **20.0. LIQUIDATION CLAUSE:**

Without limiting any other rights that may be available to the liquidation party (as hereinafter defined), in the event that a party hereto (the 'defaulting party') is the subject of a bankruptcy, insolvency or other similar proceeding or fails to pay its debts generally as they become due, the other party hereto (the 'liquidating party') shall have the right, exercisable in its sole discretion and at any time, to liquidate this and any or all other contracts then outstanding between the parties (whether the liquidating party is the Bidder or Buyer there under) by declaring any or all such contracts terminated (whereupon they shall become automatically terminated, except for the payment obligation referred to below) calculating the difference, if any, between the price specified therein, and the market price for the relevant commodity (as commercially reasonable manner at a time or times reasonably determined by the liquidating party) and aggregating or netting such market damages to a single liquidated settlement payment that will be due and payable upon demand therefore.

#### **21.0. TERMINATION CLAUSE**

##### **Termination for Default:**

The buyer shall at all times have the right to terminate the Agreement for the bidder's default or failure to fulfill the obligations under the Agreement in whole or in part or if the bidder refuses or fails to comply with the provisions of the Agreement 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.

#### **22.0. MISCELLANEOUS**

This tender shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party shall assign or otherwise dispose of any interest or obligation under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This agreement represents

the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except in writing & signed by both parties hereto. No waiver by a party of any breach of contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this agreement. All sums payable by Buyer hereunder shall be paid without deduction or offset of any kind (including, without limitation, deduction or withholding on accounting of taxation, counterclaim, set-off or otherwise). Any and all implied warranties concerning any goods sold hereunder waived to the fullest extent permitted by law.

### **23.0. ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties with respect to the subject matter hereof and all proposals, negotiations, and representations with reference thereto are merged herein.

### **24.0. CONFIDENTIALITY**

The contents of this contract should be kept confidential and shall not to be disclosed to any third party. However, the parties are hereby allowed to disclose all or any information to any regulatory authority or statutory/ legal/judicial/quasi-judicial/administrative body whenever required. Besides, information which are already public or is known to the outside world will not be considered confidential for this purpose.

### **25.0. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT**

Any changes in taxes & duties and railway freight notified by Govt. of India will be adjusted to the PMT landed price of the Coal subject to the valid documentary evidence notifying any such change. Any change in railway freight due to change of source/siding shall be considered only in case it is lower than the quoted railway freight as quoted by the bidder in the price bid

**VOLUME - IV**  
**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 100,00,000**

Guarantee cover from:..... To .....

The undersigned, ..... constituted under the .....having 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 **Supply of upto 0.2 MMT Non Coking Coal** 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 a 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 to .....and, 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.**

## LIST OF BANKS FOR ISSUANCE OF EMD/ PBG

<b>Domestic Suppliers</b>		
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	IndusInd 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.		
<b>Foreign Suppliers</b>		
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 Suppliers		

**ANNEXURE B**  
**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 Procurement of up to 0.2 Million Metric Ton of Non Coking Coal for TSPL Power Plant.

1. Having examined the Bidding Documents No. \_\_\_\_\_, the receipt of which is hereby acknowledged, we the undersigned, offer Coal under the above-named Package: "Procurement of Non-coking Coal for Talwandi Sabo Power Limited Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties).

S.No	Description	Units	In Figure	In words
1*	<b>Guaranteed GCV (A) (ARB)</b>	Kcal/Kg		
2	<b>Basic Price (B)</b>	Rs/MT		
3	<b>Railway Freight (C)</b>	Rs/MT		
4	<b>Landed Price (B+C+D)</b>	Rs/MT		
5	<b>Total Quantity Offered</b>	MT		

*Above prices is inclusive of all taxes & duties as delivered at the Plant & no other charges shall be paid separately. 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.

iii. **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 30 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 Contract 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 Contract 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

We undertake, if our Bid is accepted, to commence work for supply of Coal 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 Contract 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 C**  
**FORMATS - QUALIFICATION REQUIREMENT**

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 13.0 of Volume I* of Bidding Document, we hereby furnish the following details:

We, \_\_\_\_\_ (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand-alone basis during the preceding financial year as on the last date of Bid submission is not less than INR 400 Crores (Indian Rupees four Hundred Crores only) or USD 67 million and had supplied minimum of 1 MMT of any type of Non-Coking Coal, in any one financial year during last three financial years.

In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant & experience certificate.

Annual Turnover & Quantity supplies for preceding three years:

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

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

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Firm