



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: TN/18/CM/TSPL/2017-18**

**Bidding Document and Technical Specifications for**

**Part A. Supply of upto 280 KT Non-Coking Coal from West Coast**

**Port AND/OR**

**Part B. CHA & Transportation of coal from West Coast Port India**

**To**

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

**04<sup>th</sup> Oct' 2017**

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**TALWANDI SABO POWER LIMITED**

**BID DOCUMENT FOR PART A**

**VOLUME -I**

**INSTRUCTION TO BIDDERS**

## 1.0. INTRODUCTION

Talwandi Sabo Power Limited (hereinafter referred to as "TSPL/Owner/Buyer"), a subsidiary of Vedanta Limited, has set up one of Punjab's largest green-field Thermal Power Project for the supply of power on long term basis with a capacity of 1980 MW (3x660 MW).

TSPL invites bids for Supply of 280 KT homogeneous single mine Non-Coking Coal (hereinafter referred to as "Coal") of specifications mentioned herein, on 'CIF West Coast port India basis'.

TSPL, therefore, intends to enter into Contract with suppliers for the same. It may be noted that interested bidder may apply for any or all of the above mentioned parts (packages). (1 KT = 1000 tonne)

## 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.

### TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Time lines
1.	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	<b>10.10.2017</b> latest by 11.30 AM
2.	Opening of Technical Bid & Checking of Responsiveness (Envelope-I)	<b>10.10.2017</b> by 01:30 PM
3.	Price bid opening (only for qualified bidders) (Envelope-II)	<b>10.10.2017</b> by 03.00 PM

*Note: Timelines mentioned above are indicative and are subject to change at the discretion of TSPL. TSPL reserves the right to amend the above schedule at its own discretion. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the above mentioned schedule.*

## 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 reserves 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 the 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. Blank**

#### **5.0. PERIOD OF VALIDITY OF BID**

The Bidder shall ensure that its bid initially remains valid and open for acceptance for 20 days from the opening of the Bid.

#### **6.0. SUBMISSION OF BIDS**

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

Envelope I - 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).

Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.

Envelope II - Super-scribed as Price Bid and sealed individually shall contain the Price Bid and other details as under as per Volume-III (Part-B) of the Bidding Documents.

- Price Bid submission form
- The above said envelopes nos. I, II 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 and lower left-hand corner of the envelope shall indicate EOI reference & date. The Envelope shall be addressed to the following:

**Contact Person**

Head-Commercial  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road  
Village- Banawala, Distt- Mansa  
Punjab-151302  
Ph No: - +91 1659248000  
Email: [tspl.fuel@vedanta.co.in](mailto:tspl.fuel@vedanta.co.in)

Bids must be received at TSPL, Punjab not later than the time and date specified in *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.

**7.0. BID OPENING AND EVALUATION**

- a) Envelope containing Technical Bid will be opened by TSPL representative/ PSPCL. Technical bid is evaluated and once accepted then respective bidders price bid will be opened.
- b) Bidder's Authorized Representative may attend the opening of Bids.

**8.0. PRICE BID EVALUATION**

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

The evaluated Bid price shall be arrived at considering the lowest Rs/GCV landed price at the Plant for Part A and Part B put together. The prices for CIF Bids shall be computed based on USD-INR Exchange rate as RBI exchange rate prevailing on the date of tender opening.

**9.0. 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 bidder would be blacklisted. Price will remain firm and fixed throughout the validity of the contract.

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.

**10.0. 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.

### **11.0 BIDDER OBLIGATIONS**

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.

### **12.0 QUALIFYING REQUIREMENT**

I. The Qualifying Requirement for the Bidders of 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 0.5 MMT of any type of Non Coking Coal, in any one financial year during last three financial years.
- B. Financial Qualification Requirement: 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 200 Crores (Indian Rupees two hundred Crores only) or USD 30.3 million (taking 1USD=Rs. 66).

II. TSPL also reserves the right to seek such additional information as it may deem fit to satisfy itself of 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 12 of Volume I may be lowered in case of exigencies only at the discretion of TSPL to ensure wider participation.

### **13.0 PRE-QUALIFICATION**

For Bidder technically qualified in previous tender of current Financial Year, are require to submit only the Detailed Price Bid mentioning last tender participation reference.

**TALWANDI SABO POWER LIMITED**

**BID DOCUMENT FOR PART A**

**VOLUME -II  
TECHNICAL SPECIFICATIONS**



## 1.0. INTRODUCTION

TSPL has a requirement of Non-Coking Coal of specifications mentioned herein, on 'CIF West Coast port India basis'.

## 2.0. DEFINITIONS

- a) **ASTM** –means ASTM International, formerly American Society for Testing and Materials (as per extant standards).
- b) **INCOTERMS 2010** –means International Commercial Terms, 2010 as formulated by the International Chambers of Commerce (ICC) and any amendments thereafter.
- c) **CIF** – means Cost, Insurance and Freight in accordance with Incoterms 2010.
- d) **“Coal”** means “Homogeneous Single mine Non-Coking Coal in bulk”. Name of mine to be submitted along with offer.
- e) **ADB-** means Air Dried Basis; **ARB** –means As Received Basis–with respect to test data evaluated relative to moisture in samples without conditioning.
- f) **SWAD**–means Salt Water Arrival Draft
- g) **SW** –means Salt Water
- h) **ETA** –means Expected Time of Arrival of the vessel / ship
- i) **SRCC**–means The Safety, Rehabilitation and Compensation Commission
- j) **GCV (ARB)/ GAR** –Gross Calorific Value (as received basis)
- k) **“Laytime”** means time allowed to unload / discharge the cargo from mother Vessel. It shall be determined by dividing the quantity agreed to be unloaded from the Vessel by the unloading rates guaranteed by Buyer.
- l) **“IIA”** or “Independent Inspection Agency” shall means International reputed mutually accepted Independent Inspection Agency.
- m) **Demurrage**" means the amount payable by Buyer to Seller for Buyer's unexcused failure to discharge a Vessel within the allowed Lay time.
- n) **Dispatch** means the amount payable by Seller to Buyer for discharging the Vessel prior to the termination of the allowed Lay time.
- o) **Notice of Readiness means** a written notice tendered by the master of a Vessel or his agent(s) to the effect that the Vessel is in all respects ready for discharging the Coal.
- p) **SHINC** means Saturdays, Sundays and holidays included
- q) **Weather Working Day** means day of 24 consecutive hours on which work in loading coal on board a vessel shall be carried out without loss of time due to the weather.
- r) **“Stevedore”** means agency appointed by the Buyer on CIF shipments at its own cost and expense to carry out unloading and supervise the same at the port

## 3.0. SCOPE OF WORK

The scope of work includes but is not limited to

1. Supply of Coal on 'West Coast port India' Basis.

2. All coordination at loading destination, transit destination shall also be part of Scope of Work of Bidder.

#### 4.0. QUANTITY

**Tolerance of +/- 10 % quantity at TSPL's option is allowed on quoted quantity.**

1. Tentative delivery schedule will be 160,000 MT +/- 10% quantity in Nov'17 (Delivery Commencing from First week of Nov'17) and 120,000 MT +/- 10% quantity by Jan'18
2. Above is tentative delivery schedule. TSPL may also change the delivery schedule at its sole discretion by intimating the supplier 15 days in advance.

#### 5.0. SPECIFICATIONS OF COAL

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

Parameters	UOM	Base Parameter	Rejection Parameter
		<b>Specification</b>	
<b>GCV (ARB)</b>	<b>Kcal/Kg</b>	5000-5800	<4800
<b>FC (ADB)</b>	<b>%</b>	By Difference	
<b>VM (ADB)</b>	<b>%</b>	37-42	>42
<b>Ash (ADB)</b>	<b>%</b>	<8	>12
<b>FC/VM Ratio</b>		0.95-1.2	
<b>TM(ARB)</b>	<b>%</b>	<24	>28
<b>IDT</b>	<b>Deg C</b>	>=1170	<1150
<b>Sulphur (ADB)</b>	<b>%</b>	< 1	>1.2
<b>HGI</b>		>=45	
<b>Na2O</b>	<b>%</b>	<=1	
<b>K2O</b>	<b>%</b>	<=1	

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.

#### 6.0. QUANTITY DETERMINATION

For CIF Part:

Weight of coal determined through draft survey at the Load port by the independent inspection agency appointed by the Bidder would form the basis for quantity for the provisional 90% payment as per Clause 8 (A). Cost incurred for this activity shall be borne by Bidder. A vessel draft survey shall be carried out by the independent inspection agency appointed by the buyer at the port of discharge prior to the commencement and after completion of vessel

discharging. The certificate of vessel draft survey so determined, indicating the cargo weight at discharge port, shall be final and binding on both Buyer and Bidder. Cost incurred for this activity shall be borne by Buyer.

## **7.0. QUALITY INSPECTION**

### **A. LOAD PORT**

Sampling and analysis of the coal should be carried out at the time of vessel loading as per ASTM Standards by an internationally reputed independent inspection agency appointed by the Bidder to be approved by TSPL. Bidder has to send load port sample to TSPL within 2 days of sample preparation through courier. The costs of draft survey, sending load port sample to TSPL and sampling and analysis at loading port shall be on Bidder's account.

In addition, TSPL either directly or through its authorized representatives or through an independent inspection agency appointed by it at its discretion and cost can carry out checking of the loading, sampling and analysis process at the load port and at disport and validate the quality and quantity of parameters .

TSPL representatives have the right to attend the Loading operations at load port and discharge port operations. Bidder shall cooperate in the same.

All charges of independent Inspection Company appointed at load port by the seller/bidder at load port will be paid by Seller/Bidder.

**At load port** the Independent inspection company will prepare 3 sets of sub lot wise / and composite samples as follows:

- One set of split sample to be tested by Independent Inspection Agency.
- One set of TSPL split sample to be delivered to TSPL office for TSPL reference.
- One set of umpire split sample, jointly sealed to be retained under refrigeration, by the independent inspection company for a period of 60 days from B/L date.

Bidder shall promptly notify TSPL the analysis results of sample by email within five working days after completion of the loading.

The certificate of sampling and analysis so determined shall be considered for the provisional 90% payment, as per clause 8.0, for the quality of cargo loaded onto the vessel and dispatched.

### **ii. DISPORT**

Quality determination as per sampling and analysis certificate issued by independent inspection agency appointed by buyer shall be final and binding for the shipment and the same shall be the basis for final payment purposes (as mentioned in Clause 8(B)). 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** the Independent Agency will carry out the sampling and analysis in sub-lots as per the ASTM standard norms.

At disport, Independent Inspection Agency will prepare 3 sets of sub lot wise / and composite samples as follows:

- One set of split sample to be tested by independent Inspection Agency.
- One set of TSPL split sample to be delivered to TSPL representative or to TSPL office for TSPL reference.
- One set of umpire split sample, jointly sealed to be retained under refrigeration, by the independent inspection company for a period of 60 days from BL date.

The cost of sampling & analysis at disport to be borne by Buyer. Certificate of this analysis would be considered as final for payment for the entire shipment.

In case of any dispute, due to variance as per the load port and discharge port sampling and analysis report issued by an internationally reputed independent inspection agency appointed by Bidder at Load port and by internationally reputed independent inspection agency appointed by Buyer at Discharge port, then TSPL shall forward the referee sample to mutually agreed internationally reputed independent inspection agency. Moisture analysis as declared at disport to anyways be considered final for referee sample analysis.

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 buyer.

## **8.0. ADJUSTMENT ON QUALITY VARIATION FOR**

### **CIF SUPPLY:**

The bidder is to deliver the coal with a range as specified in the *Clause 5.0* above. For payment, pro – rata adjustment in the CIF price will be made, if any as mentioned below:

A. For GCV ARB (kcal/kg) received up to 200 kcal/kg below guaranteed GCV but above rejection limit, then the price is to be adjusted as follows:-

$$\text{Adjusted Price} = \frac{\text{CIF Price X (Actual GCV ARB (kcal/kg))}}{\text{Guaranteed GCV ARB (kcal/kg)}}$$

B. For GCV ARB (kcal/kg) received up to 400 kcal/kg below guaranteed GCV but above rejection limit, then the price is to be adjusted as follows:-

$$\text{Adjusted Price} = \text{CIF Price X (Guaranteed GCV-200-2X \{Guaranteed GCV ARB-200 - Actual GCV ARB (kcal/kg) \})}$$

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$$\text{Guaranteed GCV ARB (kcal/kg)}$$

The cargo will be subject to rejection if the GCV (ARB) is reported less than the GCV specified under Clause 5 in rejection limits.

Price adjustment shall be restricted up to 50 kcal/kg above guaranteed GCV (ARB). Also in case any

IIA result at Load Port or Discharge Port is higher than 50 kcal/kg above guaranteed GCV (ARB), then price adjustment will be restricted to 50 kcal/kg above guaranteed GCV (ARB) and will be considered for payment purpose.

## **9.0. PAYMENT TERMS**

### **FOR CIF SUPPLY:**

#### **100% AGAINST LETTER OF CREDIT**

Full payment to be paid strictly out of an Irrevocable Letter of Credit (LC) at sight in favour of Bidder to be established by Buyer through banks and in a format acceptable to Bidder. LC to be received by and fully workable with Bidder no later than 5 to 7 working days after confirmation of order & LC draft, containing terms & conditions, shared by the Buyer. All charges in India for opener's account. All charges outside India for beneficiary's account.

**A) 90% (ninety percent)** of the CIF West Coast port India value of the shipment shall be payable on presentation of the following documents:

1. 3/3 original clean on board ocean bills of lading endorsed in favour of LC issuing bank marked freight prepaid as per charter party. Detailed B/L instructions to be specified in the L/C.
2. 1 original + 2 copies of draft survey report issued by load port Inspection Company at load port.
3. One (1) Original + Two (2) Copies of Certificate of Origin in three copies issued by Government Authority/IIA.
4. 1 original + 2 copies of certificate of weight issued by load port Inspection Company.
5. 1 original + 2 copies of certificate of sampling & analysis issued by load port Inspection Company.
6. Commercial invoice in triplicate for 90% of the CIF West Coast port India value based on documents 4 and 5 above.
7. Marine insurance certificate for 110 percent of CIF value of cargo including Institute Cargo clause (a) covering all risks including loading / unloading; war, & SRCC risks. Institute cargo clause (a) 2009 from load port to discharge port. This insurance shall be in accordance with the specific terms & conditions provided in the marine cargo open cover with claims payable in India in the currency of certificate of insurance issued.
8. Beneficiary certificate stating that non-negotiable copy of documents mentioned in S. No. 1 to 7 above such as Bill of Lading, Certificate of Origin, Certificate of Sampling and Analysis, Draft Survey Report, Certificate of Weight, etc. have been emailed to Buyers email id within 20 (Twenty) working days from date of Bill of lading.

Split B/L's are allowed & Buyer to provide split details at the time of vessel nomination. In that case all other documents can have full loaded quantity of the Vessel.

9. One original + Two copies of Hold Cleanliness report issued by load port Inspection Company at load port.

#### **B) 10% (Ten Percent) Final Payment**

The balance 10% (ten percent) of the CIF West coast port India value of the shipment shall be payable on presentation of the following documents:

- i. Copy of certificate of sampling and analysis issued by independent inspection agency appointed by Buyer at discharge port and certified by Buyer.
- ii. Lay Time Calculation Certificate showing demurrages/ dispatch duly approved by Buyer and Seller.
- iii. Final commercial invoice in triplicate on the CIF value of the whole shipment calculated on the basis of the discharge port certificate as per clause 8.0 as reduced by the payment already made against 90% invoice and further reduced Contractual penalty (if any) under Clause 8.
- iv. One copy of Certificate of weight issued by IIA at Discharge port.

#### **10.0. TRANSIT INSURANCE**

Marine insurance certificate for 110 percent of CIF value of cargo including Institute Cargo clause (a) covering all risks including loading / unloading; war, & SRCC risks. Institute cargo clause (a) 2009 from load port to discharge port. This insurance shall be in accordance with the specific terms & conditions provided in the marine cargo open cover with claims payable in India in the currency of certificate of insurance issued.

Bidder shall extend all assistance to Buyer in case of claim thereon for settlement of the claim with the insurers within a reasonable time. The Bidder shall ensure that the vessel deployed is sea worthy and preferably of less than 15 years of age and in case a specific approval for overage vessel is obtained, the overage premium, if any, shall be paid by the Bidder. The vessel should have latest approval by Lloyds / GIC and should not bear the flag of the country with whom India does not have a trading relationship.

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

All taxes and/or duties on the goods applied by or in the country of destination are on buyer's account. All taxes and/or duties on the goods applied by or in the country of origin are on bidder's account.

#### **12.0. COMPLIANCE WITH STATUTORY ORDERS**

The Bidder shall ensure compliance of all acts/rules/regulations/policies/ guidelines/orders etc. both in the country of origin and in the country of destination. 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 with immediate effect.

#### **13.0. MARITIME CONDITIONS**

##### **A) NOMINATION OF VESSELS**

Bidder to nominate suitable performing vessel to Buyer for acceptance. Buyer to reply within two (2) day intimating acceptance of the nominated vessel, which acceptance shall not be unduly

withheld.

**B) NOTICES**

The Bidder shall notify the Buyer and his port agents at least seven days /five days/ two days and again at least 24 hours prior to the estimated arrival time of the vessel at the port of discharge.

**C) NOTICE OF READINESS (NOR)**

NOR shall be tendered by the vessel by fax, telex or radio on arrival at the discharge port at any day any time, day or night; whether in port or not, whether custom cleared or not, whether in free pratique or not, whether on berth or not. In case free pratique is not obtained, NOR shall be considered null and void and the vessel shall tender a new NOR when the vessel is in all respect ready to discharge the cargo. Time not to count from the time vessel is declared not free of pratique up until vessel has been accepted again. In case NOR is tendered on during Port Holidays it will be deemed to be tendered on 0800 hrs on next working day.

**D) LAYTIME**

Lay time for discharge shall commence 12 hours after the notice of readiness is tendered in accordance with c) above, even if used (EIU). Lay time to cease to count only after vessel completes discharge & all formalities.

**E) LAYTIME EXCLUSIONS**

Any time lost for the following reasons shall not count as laytime and shall be recorded in SOF:

1. Time used for shifting from anchorage to anchorage, anchorage to berth and berth to berth as ordered by port authorities and all associated activities. (Shifting time from anchor up till anchor drop at the inner anchorage.)
2. Time used for first opening and last closing of hatches.
3. Any time lost due to failure or breakdown of ship's gear or equipment which may affect or delay continued normal discharge operations.
4. Any suspension of port operation due to unfavorable weather condition.
5. Initial & final draft survey time. Time for interim draft surveys due to lighterage operations (if any) will be for Buyer's account.

**F) DISCHARGE RATE**

The Buyer guarantees a 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, as per following:-

Port	Kandla	Tuna	Navlakhi	Mundra
Discharge Rate (MT)	15,000	25,000	13,250	15,000

**G) DEMURRAGE AND DISPATCH**

Demurrage and dispatch rates shall be (demurrage, half dispatch) to be advised at the time of vessel nomination. All demurrage or dispatch is to be settled within 15 working days after discharge lay time statement is mutually agreed with supporting documents, like notice of readiness, statement of facts and time sheets.

**H)** Once the vessel is on demurrage, she will always remain on demurrage and all time lost shall continuously count as lay time, excluding the exclusions as per clause E above.

**I)** If shipping documents are not available to the Buyer at the time the vessel becomes available for discharging, then Bidder shall authorize master of vessel to hand over consignment to the Buyer without presentation of the original bill of lading in which case, consignment is to be released against Buyer's letter of indemnity issued on Buyer's letterhead.

**J)** Performing vessel to be single decker bulk carrier and to be maximum 20 years old. Vessel to be classified Lloyds 100 AL or equivalent. Bidder to submit to Buyer certificate of seaworthiness / classification issued by the shipping company or their authorized agent.

**K) DETENTION**

In the event the vessel is prevented from or delayed in berthing at the discharge ports as a result of Buyer's failure to complete all formalities and process the necessary documentation, etc. and where Bidder has provided Buyer with shipping documents or authorised consignment release under letter of indemnity in good time, then Buyer will be responsible for the costs associated with the detention of the vessel.

**L)** Performing vessels to be fixed as per arrival draft provided by the discharge port.

**M)** Lightening (if any) for receiver's account.

**N)** Bidder to fax to Buyer copy shipping documents for custom formalities within 7 working days after vessel's departure from load port

**O) INCOTERMS**

The provisions and definitions of INCOTERMS, 2010 latest edition shall apply to expressions and abbreviations used in this agreement, except to the extent it is specifically contrary herein. The title and risk of loss and damage or destruction to the coal in each shipment shall pass from Bidder to Buyer as per INCOTERMS.

**P) SEVERABILITY**

Any provision or any part of any provisions in this agreement which is illegal, void or unenforceable shall be severable provided that the rights and / or obligations and / or liabilities of the parties hereunder are not substantially altered thereby. Following any such severance this agreement shall be read and construed as if such severed provisions were not contained herein.

**14.0. RISK OF LOSS:**

All risks of loss / damage on or prior to unloading of the vessel at the Buyers plant, shall be with the Bidder solely.



### **15.0. RETENTION OF TITLE**

Title will transfer progressively from Bidder to Buyer as payment is received by Bidder in their designated bank account from Buyer in accordance with Payment Schedule of Clause 9.

### **16.0. REJECTION**

Coal stands rejected once any of the parameters reach the rejection level specified based on figures of analysis results determined / certified by the approved inspection agency based on the sampling / analysis performed at discharge port as per the ASTM standard. In case of rejection of coal, both the parties will mutually discuss the issue and will try to resolve the matter amicably. However, Buyer's decision will be final for settlement.

### **17.0. ISSUANCE OF DELIVERY ORDER**

The Bidder or Bidder's shipping agent should issue delivery order for the entire tonnage of cargo shipped to discharge port immediately as soon as the vessel reaches the discharge port.

Any vessel demurrage (pre-berthing delay) on account of Bidder's decision to hold vessel discharge at discharge port is onto Bidder's account.

### **18.0. ASSIGNMENT**

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.

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

Subject to Force Majeure Clause, if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Agreement, the buyer shall, without prejudice to its other remedies under the Agreement and after allowing a grace period of 10 days from the scheduled shipment lay, deduct from the Price, as liquidated damages, a sum equivalent to half percent of the CIF 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.

### **20.0. 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.

#### **21.0. 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.
- C)** The language of the arbitration shall be English.
- D)** The place of arbitration shall be Bathinda, Punjab.
- E)** The contract shall in all instances be governed and construed in accordance with Indian Law.
- F)** Hon'ble Court of Bathinda shall have sole jurisdiction in all matters relating to the Arbitration proceedings.

#### **22.0. 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, if any.

#### **23.0. RISK PURCHASE**

If the Bidder fails to adhere to the quality norms, delivery schedules or 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 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.

#### **24.0. 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.

#### **25.0. LIQUIDATION CLAUSE:**

Without limiting any other rights that may be available to the liquidating 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 thereunder) 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.

#### **26.0. TERMINATION CLAUSE**

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

The Buyer shall at all times have the right to terminate/short closure of the Agreement for the Bidder's default or failure to fulfil 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 period of seven days of being notified as such or fails to perform the work within the time specified.

#### **27.0. 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.

#### **28.0. 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.

#### **29.0 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.

**VOLUME - III**  
**ANNEXURES, FORMS & FORMATS**

**ANNEXURE A**  
**PRICE BID SUBMISSION FORM**

Bid Ref No:

Date:

Bidders Name and Address:

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

Dear Sir,

Sub:                      Bidding                      Document                      No:                      \_\_\_\_\_ for  
\_\_\_\_\_.

1. Having examined the Bidding Documents No. \_\_\_\_\_, the receipt of which is hereby acknowledged, we the undersigned, offer Coal under the above-named Package: \_\_\_\_\_ 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 (At Discharge Port)	Units	Kandla/Tuna Port		Navlakhi Port		Mundra Port	
			In Figure	In words	In Figure	In words	In Figure	In words
1	Guaranteed GCV ARB	Kcal/Kg						
2	FOB Price	\$/MT						
3	Sea Freight Load port to Discharge Port	\$/MT						
4	Insurance cost	\$/MT						
5	CIF Price <u>(2+3+4)</u>	\$/MT						
6	Exchange Rate (as on date of opening of tender)							

7	For Ex-Stock lying at Disport (2 to 6 – Not applicable)	INR PMT						
8	Total Quantity Offered	MT						

NOTE: - West Coast Ports of India mainly include Tuna Port, Kandla Port, Mundra Port & Navlakhi Port.

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 the 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.

- 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.

**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 20 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 reserves the right to negotiate with any of the bidder during the 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 those 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 B**  
**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 12.0 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 200 Crores (Indian Rupees two Hundred Crores only) or USD 30.3 million and had supplied minimum of 0.5 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	2014-15			
2	2015-16			
3	2016-17			

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

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

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

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

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

Seal of Firm



## ANNEXURE C

Letter of Credit to be issued as **IRREVOCABLE NON TRANSFERABLE AT SIGHT LETTER OF CREDIT**  
**(FOR CIF SUPPLY)**

- |                                |   |
|--------------------------------|---|
| 1. OPENING BANK                | STATE BANK OF INDIA, CORPORATE ACCOUNTS<br>GROUP BRANCH, NEVILLE HOUSE, BALLARD ESTATE,<br>FORT, MUMBAI – 400001    |
| 2. ADVISING BANK               | (AS CONFIRMED BY BENEFICIARY)   |
| 3. DATE                        |   |
| 4. APPLICANT                   | TALWANDI SABO POWER LIMITED,<br>VILLAGE BANAWALA,<br>MANSA – TALWANDI SABO ROAD,<br>DISTT. MANSA<br>PUNJAB – 151302 |
| 5. BENEFICIARY                 |   |
| 6. QUANTITY                    |   |
| 7. PRICE                       |   |
| 8. VALUE OF DOCUMENTARY CREDIT |   |
| 9. PRICE BASIS – INCOTERM      |   |
| 10. FORM OF DOCUMENTARY CREDIT | IRREVOCABLE LC, ACCORDING UCP LATEST VERSION  |
| 11. LATEST DATE OF SHIPMENT    |   |
| 12. EXPIRY OF L/C              | 45 DAYS FROM SHIPMENT DATE  |
| 13. PLACE OF EXPIRY            | IN INDIA  |
| 14. NEGOTIATIONS               | AVAILABLE AT ANY BANK FOR NEGOTIATION ON<br>DRAFTS DRAWN AT LC OPENING BANK   |
| 15. PARTIAL SHIPMENT           |   |
| 16. TRANSHIPMENT               | NOT ALLOWED   |
| 17. SHIPMENT FROM              |   |

18. SHIPMENT TO

19. DESCRIPTION OF GOODS

20. CONFIRMATION

YES/NO (IF YES, SHALL BE AT THE COST OF BENEFICIARY)

21. SPECIFICATIONS AS PER CONTRACT ARE:

Parameters	UOM	Base Parameter	Rejection Parameter
		<b>Specification</b>	
<b>GCV (ARB)</b>	<b>Kcal/Kg</b>	5000-5800	<4800
<b>FC (ADB)</b>	%	By Difference	
<b>VM (ADB)</b>	%	37-42	>42
<b>Ash (ADB)</b>	%	<8	>12
<b>FC/VM Ratio</b>		0.95-1.2	
<b>TM(ARB)</b>	%	<24	>28
<b>IDT</b>	<b>Deg C</b>	>=1170	<1150
<b>Sulphur (ADB)</b>	%	< 1	>1.2
<b>HGI</b>		>=45	
<b>Na2O</b>	%	<=1	
<b>K2O</b>	%	<=1	

**NOTE: AFOREMENTIONED PARAMETERES WILL BE CHANGED/ADDED/REJECTED AS PER SIGNED CONTRACT**

QTY:

BASE PRICE:

NEGOTIATIONS: AVAILABLE WITH ANY BANK IN \_\_\_\_\_ FOR  
NEGOTIATION ON DRAFTS DRAWN AT LC OPENING BANK ON  
SIGHT/USANCE BASIS

TOLERANCE: +/-10% QUANTITY AND VALUE AT BUYER'S OPTION

**Documents:**

1. **FOR 90% CLAIM BASED ON LOADPORT CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT**
  - a. 3/3 ORIGINAL CLEAN ON BOARD OCEAN BILLOF LADING MARKED AS FREIGHT PREPAID AND CONSIGNED TO ORDER OF STATE BANK OF INDIA, CORPORATE ACCOUNT GROUP BRANCH, NEVILLE HOUSE, BALLARD ESTATE, FORT, MUMBAI – 400001 AND NOTIFY PARTY AS TALWANDI SABO POWER LIMITED, VILLAGE BANAWALA, MANSA – TALWANDI SABO

ROAD, DISTRICT MANSA – 151302, (PUNJAB), INDIA. SHOWING PORT OF DISCHARGE ANY PORT(S) IN INDIA IS ACCEPTABLE. SHORT FORM, THIRD PARTY, FREIGHT FORWARDERS AND LASH BILL OF LADING IS NOT ACCEPTABLE. BL SIGNED BY MASTER OR ITS NOMINATED AGENT IS ACCEPTABLE.

- b. 1 ORIGINAL + 3 COPIES OF DRAFT SURVEY REPORT ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- c. 1 ORIGINAL + 2 COPIES OF CERTIFICATE OF ORIGIN ISSUED BY GOVERNMENT AUTHORITY/ INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- d. 1 ORIGINAL + 3 COPIES OF CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- e. 1 ORIGINAL + 3 COPIES OF CERTIFICATE OF SAMPLING & ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT MENTIONING ALL QUALITY PARAMETERS
- f. COMMERCIAL/PROVISIONAL INVOICE IN TRIPLICATE FOR 90% CIF VALUE AFTER MAKING PRICE ADJUSTMENTS FOR QUALITY IN ACCORDANCE WITH CLAUSE 8 BASIS THE ANALYSIS AND WEIGHT DETERMINED AT THE LOADING PORT AS PER CLAUSE 6 AND 7 OF THE UNDERLYING CONTRACT.
- g. 1 ORIGINAL + 2 COPIES OF HOLD CLEANLINESS REPORT ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- h. BENEFICIARY CERTIFICATE STATING THAT NON-NEGOTIABLE COPY OF DOCUMENTS MENTIONED IN S. NO. 1(a) TO 1(g) ABOVE SUCH AS BILL OF LADING, CERTIFICATE OF ORIGIN, CERTIFICATE OF SAMPLING AND ANALYSIS, DRAFT SURVEY REPORT, CERTIFICATE OF WEIGHT, ETC. HAVE BEEN EMAILED TO BUYERS EMAIL ID WITHIN 20 (TWENTY) WORKING DAYS FROM DATE OF BILL OF LADING AT [SUMIT.GARG@VEDANTA.CO.IN](mailto:SUMIT.GARG@VEDANTA.CO.IN), [TSPL.MANSA.FIN@VEDANTA.CO.IN](mailto:TSPL.MANSA.FIN@VEDANTA.CO.IN), [RAVIMARAN.P@VEDANTA.CO.IN](mailto:RAVIMARAN.P@VEDANTA.CO.IN), [PRIYANSH.AGIWAL@VEDANTA.CO.IN](mailto:PRIYANSH.AGIWAL@VEDANTA.CO.IN)
- i. MARINE INSURANCE CERTIFICATE FOR 110 PERCENT OF CIF VALUE OF CARGO INCLUDING INSTITUTE CARGO CLAUSE (A) COVERING ALL RISKS WITH DELETION OF EXCLUSION CLAUSE 4.4; INCLUDING LOADING / UNLOADING; WAR, & SRCC RISKS. INSTITUTE CARGO CLAUSE (A) 2009 FROM LOAD PORT TO DISCHARGE PORT. THIS INSURANCE SHALL BE IN ACCORDANCE WITH THE SPECIFIC TERMS & CONDITIONS PROVIDED IN THE MARINE CARGO OPEN COVER WITH CLAIMS PAYABLE IN INDIA IN THE CURRENCY OF CERTIFICATE OF INSURANCE ISSUED
- j. CERTIFICATE FROM SHIPPING COMPANY OR THEIR AGENTS CONFIRMING THAT SHIPMENT HAS BEEN MADE BY SEAWORTHY VESSEL NOT MORE THAN 25 YEARS OLD, AS PER THE INSTITUTE CLASSIFICATION CLAUSE AND CLASS MAINTAINED EQUIVALENT TO LLOYDS 100A1

**2. FOR FINAL CLAIM BASED ON DISCHARGE PORT CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT**

- a. BILL OF EXCHANGE FOR THE FINAL VALUE AFTER ADJUSTMENT OF

CONTRACTUAL BONUS/ PENALTIES AND/OR DEMURRAGES, IF ANY.

- b. 1(ONE) COPY OF CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY APPOINTED BY BUYER AT DISCHARGE PORT MENTIONING QUALITY PARAMETERS AND DULY CERTIFIED BY BUYER.
- c. 1(ONE) COPY OF LAYTIME CERTIFICATE SHOWING DEMURRAGE/DISPATCH DULY APPROVED BY APPLICANT & BENEFICIARY.
- d. 1(ONE) COPY OF CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT
- e. FINAL COMMERCIAL INVOICE IN TRIPLICATE ON THE CIF VALUE OF THE WHOLE SHIPMENT CALCULATED ON THE BASIS OF THE DISCHARGE PORT CERTIFICATE AS PER CLAUSE 8 & \_\_\_\_\_ (AS PER SIGNED CONTRACT) OF UNDERLYING CONTRACT AS REDUCED BY THE PAYMENT ALREADY MADE AGAINST 90% INVOICE AND FURTHER REDUCED CONTRACTUAL PENALTY (IF ANY) UNDER CLAUSE (AS PER SIGNED CONTRACT) OF UNDERLYING CONTRACT MINUS DISPATCH PLUS DEMURRAGE BASED IN DOCUMENT AS PER PARA 46(A) SUB POINT PART B POINT D ABOVE.

**Special Conditions:**

**1. PRICE ADJUSTMENT CLAUSE**

- i. FOR 90% CLAIM BASIS LOAD PORT ANALYSIS RESULT:

IN CASE OF ACTUAL GCV (ARB) IS EXCEEDING 50 KCAL/KG OVER AND ABOVE CONTRACTED GCV (ARB), THEN

**ADJUSTED PRICE = CONTRACTED CIF PRICE x (CONTRACTED GCV (ARB) + 50 KCAL/KG)/(CONTRACTED GCV)**

IN CASE OF ACTUAL GCV (ARB) IS BELOW THAN CONTRACTED GCV (ARB) BUT NOT LESS THAN UPTO 200 KCAL/KG BELOW CONTRACTED GCV (ARB) THEN THE PRICE WILL BE ADJUSTED AS FOLLOWS:

**ADJUSTED PRICE = CONTRACTED CIF PRICE X ACTUAL GCV (ARB) / CONTRACTED GCV (ARB)**

IN CASE OF ACTUAL GCV (ARB) IS BELOW THAN CONTRACTED GCV (ARB) BUT NOT LESS THAN UPTO 400 KCAL/KG BELOW CONTRACTED GCV (ARB) THEN THE PRICE WILL BE ADJUSTED AS FOLLOWS:

**ADJUSTED PRICE = CONTRACTED CIF PRICE X [CONTRACTED GCV (ARB) – 200 KCAL/KG – 2x(CONTRACTED GCV (ARB) – 200 KCAL/KG - ACTUAL GCV (ARB))] / CONTRACTED GCV (ARB)**

- ii. FOR FINAL CLAIM BASIS DISCHARGE PORT ANALYSIS RESULT:

IN CASE OF ACTUAL GCV (ARB) IS EXCEEDING 50 KCAL/KG OVER AND ABOVE CONTRACTED GCV (ARB), THEN

**ADJUSTED PRICE = CONTRACTED CIF PRICE x (CONTRACTED GCV (ARB) + 50**

**KCAL/KG)/(CONTRACTED GCV)**

IN CASE OF ACTUAL GCV (ARB) IS BELOW THAN CONTRACTED GCV (ARB) BUT NOT LESS THAN UPTO 200 KCAL/KG BELOW CONTRACTED GCV (ARB) THEN THE PRICE WILL BE ADJUSTED AS FOLLOWS:

**ADJUSTED PRICE = CONTRACTED CIF PRICE X ACTUAL GCV (ARB) / CONTRACTED GCV (ARB)**

IN CASE OF ACTUAL GCV (ARB) IS BELOW THAN CONTRACTED GCV (ARB) BUT NOT LESS THAN UPTO 400 KCAL/KG BELOW CONTRACTED GCV (ARB) THEN THE PRICE WILL BE ADJUSTED AS FOLLOWS:

**ADJUSTED PRICE = CONTRACTED CIF PRICE X [CONTRACTED GCV (ARB) – 200 KCAL/KG – 2x{CONTRACTED GCV (ARB) – 200 KCAL/KG - ACTUAL GCV (ARB)}] / CONTRACTED GCV (ARB)**

2. ARB EQUALS AS RECEIVED BASIS EQUALS AS RECEIVED  
ADB EQUALS AIR DRY EQUALS AIR DRY BASIS EQUALS AIR DRIED EQUALS AIR DRIED BASIS  
INHERENT MOISTURE EQUALS MOISTURE IN ANALYSIS SAMPLE  
GCV EQUALS GROSS CALORIFIC VALUE EQUAL GROSS CALORIFIC VALUE CONSTANT VOLUME  
SULPHUR EQUALS SULPHUR (TOTAL) EQUALS TOTAL SULPHUR EQUALS SULPHUR CONTENT  
ASH EQUALS ASH CONTENT  
HGI EQUALS HARDGROVE GRINDABILITY INDEX EQUALS HARD GROVE INDEX  
NOMINAL TOPSIZE 50MM EQUALS NOMINAL TOPSIZE 0-50MM  
AFT (IDT) EQUALS IDT EQUALS ASH FUSION TEMPERATURES REDUCING ATMOSPHERE INITIAL DEFORMATION EQUALS ASH FUSION TEMPERATURES REDUCING ATMOSPHERE INITIAL DEFORMATION (IDT) EQUALS AFT (IDT) REDUCING  
DISPORT EQUALS DISCHARGE PORT  
FC EQUALS FIXED CARBON  
VM EQUALS VOLATILE MATTER  
TM EQUALS TOTAL MOISTURE EQUALS MOISTURE  
GENERAL ABBREVIATIONS USED TO DESCRIBE SPECIFICATIONS ETC IN ANY DOCUMENT WILL NOT BE TREATED AS A DISCREPANCY
3. ALL DOCUMENTS SHOULD MENTION LC NO. AND DATE. INVOICE AND SHIPPING DOCUMENTS SHOULD MENTION A NOTIFICATION THAT THE GOODS IMPORTED ARE FREELY IMPORTABLE AS PER [FTP 2015-2020](#).
4. ALL DOCUMENTS MUST BE ISSUED IN ENGLISH LANGUAGE OR CONTAIN COMPLETE ENGLISH TRANSLATION.
5. DOCUMENTS ISSUED BY A PARTY OTHER THAN THE BENEFICIARY ARE ACCEPTABLE EXCEPT FOR INVOICE OR DOCUMENTS LISTED ABOVE WHERE AN ISSUER IS SPECIFIED.
6. SPELLING MISTAKES OR TYPING ERRORS THAT DO NOT AFFECT THE MEANING OF A WORD OR THE SENTENCE IN WHICH IT OCCURS DO NOT MAKE THE DOCUMENTS DISCREPANT.

7. TOLERANCE PLUS OR MINUS 10 PERCENT ON QUANTITY AND VALUE AT BUYER'S OPTION.
8. THIS LC IS SUBJECT TO UCP 600 & ANY LATEST VERSION.
9. APPLICANT BANK CHARGES WILL BE ON APPLICANT ACCOUNT AND BENEFICIARY BANK CHARGES WILL BE ON BENEFICIARY ACCOUNT.
10. MULTIPLE DRAWINGS ARE ALLOWED.
11. DOCUMENTS PRESENTED WITH DIFFERENT HEADERS BUT SERVING THE SAME PURPOSE ARE ACCEPTABLE.
12. LC MAY BE CONFIRMED AT THE REQUEST AND COST OF BENEFICIARY AND UPON PAYMENT OF CONFIRMATION CHARGES BY THE BENEFICIARY. IF THE LC IS CONFIRMED BY THE ADVISING BANK, NEGOTIATION OF THIS DOCUMENTARY CREDIT WILL BE RESTRICTED TO THE CONFIRMING BANK.
13. CERTIFICATE OF SAMPLING AND ANALYSIS IN THE STANDARD FORMAT OF INSPECTION AGENCY AND SHOWING RESULTS FOR OTHER PARAMETERS IS ACCEPTABLE.
14. DOCUMENTS SHOWING GENERAL DESCRIPTION OF GOODS ARE ACCEPTABLE
15. LC VALUE CAN BE OVERDRAWN AND UNDERDRAWN DUE TO PRICE ADJUSTMENT CLAUSE / DEMURRAGE / DISPATCH ADJUSTMENT IS ACCEPTABLE WHICH CAN BE OVER AND ABOVE THE LC VALUE BUT WITHIN THE TOLERANCE AMOUNT OF +-20%.
16. ORIGINAL SET OF DOCUMENTS MUST BE SENT IN ONE LOT TO THE STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP BRANCH, NEVILLE HOUSE, BALLARD ESTATE, FORT, MUMBAI – 400001
17. PHOTOCOPIES IN LIEU OF COPIES ARE ACCEPTABLE.
18. TSPL – means TALWANDI SABO POWER LIMITED.
19. BENEFICIARY'S CERTIFICATE TO THE EFFECT THAT 1 SET OF NON-NEGOTIABLE COPIES OF THE DOCUMENTS (AS LISTED IN ABOVE) HAVE BEEN E-MAILED TO THE APPLICANT AT - [SUMIT.GARG@VEDANTA.CO.IN](mailto:SUMIT.GARG@VEDANTA.CO.IN)  
[TSPL.MANSA.FIN@VEDANTA.CO.IN](mailto:TSPL.MANSA.FIN@VEDANTA.CO.IN), [PRIYANSH.AGIWAL@VEDANTA.CO.IN](mailto:PRIYANSH.AGIWAL@VEDANTA.CO.IN)
20. INSTRUCTION TO PAYING/ACCEPTING BANK

- i. DOCUMENTS TO BE FORWARDED BY COURIER TO THE STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP BRANCH, NEVILLE HOUSE, BALLARD ESTATE, FORT, MUMBAI – 400001
- ii. UPON RECEIPT OF CREDIT COMPLIED DOCUMENTS, WE WILL EFFECT PAYMENT AS PER THE INSTRUCTIONS OF NEGOTIATING BANK WITHIN FIVE (5) BANK WORKING DAYS.
- iii. THE TERM 'BANKING DAY' WHEREVER IT APPEARS SHALL MEAN ANY DAY EXCEPT A SATURDAY, SUNDAY AND A DAY THAT IS A BANK OR PUBLIC HOLIDAY IN EITHER OF THE CITIES OF MUMBAI-MANSA- INDIA

21. **CONFIRMATION INSTRUCTIONS:** MAY ADD AT BENEFICIARY'S COST AND REQUEST

22. **PERIOD FOR PRESENTATION**

- FOR 90% PAYMENT: WITHIN 21 DAYS FROM DATE OF B/L
- FOR 10% PAYMENT: WITHIN VALIDITY OF LC

**TALWANDI SABO POWER LIMITED**

**BID DOCUMENT FOR PART B**

**VOLUME -I**

**INSTRUCTION TO BIDDERS**



## 1.0. INTRODUCTION

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

TSPL invites bids 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.

TSPL, therefore, intends to enter into Contract with suppliers for the same. It may be noted that interested bidder may apply for any or all of the above mentioned parts (packages).

## 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 provisions of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document.

### TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Time lines
1	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	<b>10.10.2017</b> last by 11.30 AM
2	Opening of EMD (Envelope-I)	<b>10.10.2017</b> by 12:30PM
3	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	<b>10.10.2017</b> by 02.30 PM
4	Price bid opening (only for qualified bidders) (Envelope-III)	<b>10.10.2017</b> by 04.00 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 reserves 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.

Bidder may revert with relevant justification/clarification regarding terms and condition of the tender, if any before firm assurance by buyer & dispatch of first consignment.

#### **4.0. Blank**

#### **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/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 30 days from the opening of the Bid.

#### **7.0. SUBMISSION OF BIDS**

- 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:

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:

- One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
- Complete company profile
- Documents for quantity supplied in last three financial years.
- Financial Balance sheet for last three year (Annexure C).
- 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-III (Part-B) of the Bidding Documents.

Price Bid submission form:

- 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. The Envelope shall be addressed to the following:

**Contact Person**

Head-Commercial  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road  
Village- Banawala, Distt- Mansa  
Punjab-151302  
Ph No: - +91 1659248000  
Email: [tspl.fuel@vedanta.co.in](mailto:tspl.fuel@vedanta.co.in)

Bids must be received by TSPL at Mansa, Punjab 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**

- With respect to the date notified for opening of bids, the first envelope comprising the Earnest Money Deposit (EMD) shall be opened.
- 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.

- 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/ GCV landed price at plant with Part A and Part B put together.

#### **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.

Price will remain firm and fixed throughout the validity of the contract.

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**

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 of this tender shall be as under:

The Bidder or their associate company should have handled & Transported minimum of 0.5 MMT of any type of Non Coking Coal from any port in India, in last three financial years.

Financial Qualification Requirement:

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. The Bidder shall furnish his audited balance sheet for last three years.

**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.

**IV.** Failure of the Successful Bidder to comply with the Bidder's obligation 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.

**V.** TSPL reserves right to re-negotiate the prices to lower the prices.

#### **14.0 PRE-QUALIFICATION**

For Bidder technically qualified in previous tender of current Financial Year, are require to submit only the Detailed Price Bid mentioning last tender participation reference.

**TALWANDI SABO POWER LIMITED**

**BID DOCUMENT FOR PART B**

**VOLUME -II  
TECHNICAL SPECIFICATIONS**

## 1.0. INTRODUCTION

TSPL has a requirement of Stevedoring, clearing, handling, storage, watch and ward, security, forwarding, transportation and delivery of Non-coking Coal imported by Talwandi Sabo Power Limited to its Power Plant at Mansa, Punjab.

### 2.1. DEFINITIONS

- "Berth" shall mean open sea jetty and quay area, with alongside water constructed or to be constructed by Port/s or a barge beaching area.
- "Cargo Material" shall mean the cargo more particularly described in Clause 1 of the Special Terms and Conditions attached herewith this Agreement.
- "MT" shall mean 1000 Kilograms (Metric Tonne).
- "Wharf" shall mean any part of foreshore that may be used for loading or unloading the Cargo Material and any wall enclosing or adjoining the same.
- "Plots" or "Godowns" shall mean the space open or covered wherein the Cargo Material is stored by the Port Authorities with the approval of the Customs authorities pending delivery to the Customer or loading into the Vessels in the case of export cargo.
- "PWWDSHINC" shall mean Per Weather Working Day Sundays and Holidays Inclusive as per the standard international industry practice. Provided, unavailability of per weather working day shall be determined by the Master of the Vessel carrying / to be carrying the cargo of the Customer.
- "Terminal" shall mean the land and Port/s infrastructure of the developed or to be developed at Port/s and includes the following which form part of the Terminal:
  - a. Berths and approaches thereto;
  - b. Equipment and conveyor system at the Berth;
  - c. Dispatch system and allied facilities;
  - d. Miscellaneous items such as firefighting arrangements, rail siding, area lighting, Power & water supply and ancillary facilities etc.
- "Services" shall mean the performance of any of the items of work enumerated in Clause 2 of the Special Terms and Conditions attached herewith this Agreement.
- "Vessel" shall mean any ship used by the Customer or its nominees for, loading and / or discharging Cargo Material. "Applicable Law" shall mean the Act, Rule, Regulation(s), having the force of law enacted or issued by any competent authority in this behalf.
- "Contract" means this Contract/Service Order/Agreement, its Schedules and Annexures together constituting the Contract.
- "Bidder's Representative" means the person nominated by the Bidder from time to time by notice in writing to the Customer to act as Bidder/Bidder's representative for the purposes of this Contract.

- “Day” means English Calendar day.
- “Work(s)” means and includes the totality of the work and services envisaged in the Contract and shall include all labour for related and incidental to or in connection with the commencement and continuation of performance or completion of the same.

### **3.0. INTERPRETATION**

In this Tender, unless the context otherwise requires:

- a) Words of any gender are deemed to include the other gender;
- b) Words using the singular or plural number also include the plural or singular number, respectively;
- c) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement;
- d) The term “Clause” refers to the specified clause of this Agreement;
- e) Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- f) References to all agreement, documents and / or any other instruments include (subject to Bidder relevant approvals) a reference to that agreement, document or instrument as amended, supplemented renovated or assigned from time to time.
- g) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- h) Any term or expression used but not defined herein shall have the same meaning as attributed to it under applicable law;
- i) References to the word “include” or “including” shall be construed without limitation;
- j) Any reference to a day, unless it is specifically mentioned in this agreement, shall mean a reference to a calendar day.
- k) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified date shall include both such days and dates.

#### **4.1. SCOPE OF WORK**

Scope of work shall broadly include following activities:

- Discharging cargo from the mother vessel at guaranteed discharge rate quoted by Bidder.
- Unloading coal at Jetty using material handling equipment including excavators/cranes etc.
- Providing required documentation like SOF, daily stevedoring report etc.
- 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.
- Co-ordination with vessel agent, master, owner’s agent, inspection agency appointed by Customer, port authorities, any other Customer’s representative etc.



Customer 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.

- Movement of cargo from jetty to the Port plots employing sufficient numbers of suitable dumpers.
- Bidder shall ensure safe and secure storage of coal, Bidder shall take all necessary care to avoid any contamination/adulteration.
- Bidder shall carry out loading of rakes as per indents provided.
- Bidder shall keep sufficient number of persons for proper watch and ward.
- Cargo maintenance, necessary high stacking or any other means as required by Port's operational requirement.
- The Customer or their agent will give Bidder or Port/s or its suggested agency Notice of Arrival (NOA) when the vessel sails from the Load Port, and in addition provide information on ETA before 7th, 5th, 3rd, 2nd and one day of arrival of vessel at Port/s.
- For the purpose of plot rent, quantity lying at Port/s at the end of free period or opening stock of Cargo Material lying at port on every day shall be considered for arriving at plot rent amount.

If the Rake loading operation is done through silo then Bidder shall ensure that the silo is empty before loading of coal in silo in order to avoid mixing and loss of coal quality.

#### **5.0. QUANTITY**

The tender is for providing services as per the scope of work for the vessels during a period to be brought by TSPL. 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.

#### **6.0. QUANTITY DETERMINATION**

TSPL's nominated inspection agency shall determine weight at Discharge port by Draft Survey. Weight for the purpose of Stevedoring charges & Quantity deemed to be arrived at Port/s shall be taken as B/L or Draft Survey quantity whichever is lower.

Bidder has to deliver all quantity which has arrived in the mentioned vessel & not retain any coal. Any such attempt will lead to termination of the Contract.

Weight recorded at Port/s Weighbridge (RR weight) shall be final & binding upon the Parties for all reconciliation purposes under this Agreement. Bidder shall be responsible for any Cargo Material loss due to self-combustion of Cargo Material at Port/s.

The tolerance mentioned above is not the right of the port operator, in case if any cargo is left out post the dispatch of the BL quantity, Bidder shall extend all support to TSPL in taking statutory clearance in lifting such cargo and subsequent to the TSPL fulfilling the statutory requirement Bidder shall supply such excess coal.

## **7.0. DEAD FREIGHT**

Bidder will endeavor to load the wagons to the maximum capacity as allowed by Indian Railways; however under-loading tolerance of 2 MT/wagon on rake average basis against Permissible capacity is allowed to Bidder. Any dead freight beyond 2 MT per wagon from Permissible capacity on rake average basis at West Port of India shall be to Bidder's account, Saving in dead freight due to loading below 2 MT per wagon on rake average basis, 25 % of such dead freight saving shall be paid to Bidder by Customer. It will be calculated on tonnage saved multiplied by the freight rate. Accounting for dead freight saving shall be done on Vessel basis for the rakes dispatched in the month and settlement will be done along with the final reconciliation of dispatch quantity from the port.

Any Punitive charges due to overloading detected at loading point shall be to Bidder a/c. In case any penalty levied on any rake enroute same shall be to Buyers a/c however Bidder shall extend full support to Buyer. And in such case, no saving of dead freight against the particular rake will be considered to the tune of penalty levied by Railways on Customer, Customer to provide supporting documents issued by Railways.

## **8.0. PAYMENT TERMS**

Terminal Handling Charges: Advance 10% of the CHA Service Charges payment will be made within 10 days from completion of discharge of vessel at discharge port on receipt of clear invoice.

60% of the CHA Service Charges shall be payable in two installments after receiving 50% of rakes (according to EDRM) at TSPL for completion of discharge of vessel. *For Example: For EDRM sanction of 18 rakes, the payment will be made in two installment, 1<sup>st</sup> after receipt of 09 rakes and 2<sup>nd</sup> after receipt of 18 rakes at TSPL.*

Remaining 30% 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 payments would be made by TSPL to Bidder in accordance with the terms and conditions of this Agreement.

## **9.0. TRANSIT INSURANCE**

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

## 10. Shortage and Handling Losses:

Bidder undertakes to limit the handling loss upto 0.5 % of BL quantity or Draft survey quantity whichever is lower subject to the condition that entire cargo is lifted within 45 days from vessel discharge commencement. However if cargo is lifted upto 75 days from discharge commencement handling loss shall be 1.0%. Handling loss shall be difference between BL quantities or draft survey quantity whichever is lower and quantity dispatched as per Port/s weighbridge. Weight recorded at Port/s weighbridge shall be final & binding upon the Parties for all purposes under this Agreement. Bidder shall not be responsible for any quantity loss if Customer fails to lift the entire Cargo Material within 75 days from the date of vessel discharge commencement. Bidder shall not be responsible for any Cargo Material loss due to self-combustion of Cargo Material at Port/s. Bidder shall not be responsible for Cargo Material quality at any point of time.

The tolerance mentioned above is not the right of the port operator, in case if any cargo is left out post the dispatch of the BL quantity, Bidder shall extend all support to Customer in taking statutory clearance in lifting such cargo and subsequent to the Customer fulfilling the statutory requirement Bidder shall supply such excess coal.

## 11. Vessel Nomination/Guaranteed Unloading Rate / Demurrage / Dispatch:

- i. Buyer shall nominate the vessel with to Bidder & get acceptance before fixing. Along with ETA, buyer shall also intimate Bidder, the particulars of the vessel arriving at the Port/s including the size of hatches, hatch wise quantity to be discharged, proposed arrival & departure draft, vessels LOA, Beam, demurrage/dispatch rate and any other information related to the vessel requested by Bidder. Buyer shall also provide all the documents required by Port/s for acceptance of vessel.
- ii. Unloading Rate Guarantee :

Bidder shall provide following average guaranteed discharge rates on PWWD SHINC basis,

Port	Navlakhi	Kandla/Tuna	Mundra
<b>Discharge rates</b>			
Gearred (MT)	15000	15000/25000	25000
Gearless(MT)	12500	15000/25000	25000

Vessel berthing will be as per port policy which is First Cum First Serve basis at West Port India.

- iii. Laytime to count from commencement of discharge to completion of discharge. Any stoppages not on account of Bidder will not count as laytime. Any stoppages due to shifting of vessel will not count as laytime. Pre-berthing delay, if any, shall be on account of Buyer. Demurrage at the rate in terms of charter party/vessel nomination will be paid by Bidder to the "Buyer". Despatch at half the rate of demurrage will be paid by the "Buyer" to Bidder for the time saved on prorata basis. Laytime/ discharge time calculation shall be done in accordance with Statement of Facts (SOF) duly signed by vessel Master. Accounting for the same to be completed within 15 days after the sailing of the vessel
- iv. If any Cargo Material related issues resulting in slow discharge and cargo movement to storage yard, then the vessel discharge shall continue and necessary comments regarding cargo nature of cargo to be documented in SOF. Guaranteed unloading rate is basis a) Free flowing cargo, b) Cargo size between 0-100 mm, c) Dust (high fines) free cargo effecting the visibility and thereby hampering discharge operation, in case the cargo of any particular vessel does not fall under the any of the above three parameters, Bidder will highlight the situation to Customer and a joint inspection/ survey shall be mutually called for to determine the cargo under said parameters. If

survey report confirms the cargo does not follow said parameters then cargo discharge shall be on best efforts basis. Fee for such inspection/survey charges shall be borne by the Customer

- v. In case of receipt of Govt. directives for berthing priorities to the cargo of national importance, the Bidder shall in no way be liable to pay any demurrage towards not providing berthing to Customer even if there are agreed terms with the Customer for giving priority berthing. It has been specifically agreed by & between the Parties that any Govt. directives (Written document) for priority berthing shall be considered as Force Majeure.

#### **11.0. DELIVERY**

The coal consignment should start reaching Talwandi Sabo Power Limited (TSPL) Works progressively as per dispatch instructions of TSPL.

Consignee:

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road

Village- Banawala, Distt- Mansa

Punjab-151302,

Ph. No. : - 01659248000

Bidder shall ensure that the entire quantity received at discharge port is delivered to TSPL.

Delivery by Railway:-Railway siding details "TSPL MTSS 03103015"

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.

#### **12.0. 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.

#### **13.0. 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.

#### **14.0. LIENS**

If, at any time, there should be evidence or any lien or claim for which 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, 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 remains un-settled after all payments are made, the Bidder shall refund or pay to TSPL all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

#### **15.0. ASSIGNMENT**

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

## **16.0. 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 endeavor 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.

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

### **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.

The arbitration shall be conducted at Bathinda; shall be conducted in English Language and the award of the arbitrators shall be final. The parties agree that the Hon'ble Court of Bathinda shall have sole jurisdiction in all matters relating to the arbitration proceedings. 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 Bathinda court. Laws of India shall apply. The vendor agrees to comply with the Vedanta code of conduct.

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

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.

#### **19.0. 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.

#### **20.0. 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.

**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 \_\_\_\_\_**

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 \_\_\_\_\_ 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

<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:

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  
\_\_\_\_\_.

Having examined the Bidding Documents No. \_\_\_\_\_, the receipt of which is hereby acknowledged, we the undersigned, offer Coal under the above-named Package: \_\_\_\_\_ for Talwandi Sabo Power Limited Power Plant in

S.No.	Description	Units	Kandla/Tuna 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/M						
3	Statutory Charges	Rs/M						
4	Any other Charges. Please specify	Rs/M T						
5	CHA Service Charges(2+3+4)	Rs/M T						

full conformity with the said Bidding Documents for the sum (including all taxes and duties). **Bidder should quote complete break-up for handling & stevedoring charges, etc.** **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:

We have quoted the prices as per provisions of the Bid Documents.

We further declare that we have not taken any deviation to provisions of Bidding Documents.

We confirm that our quoted prices are based on the provisions of the Bidding Documents.

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 200 Crores (Indian Rupees two Hundred Crores only) or USD 30.3 million and had supplied minimum of 0.5 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	2014-15			
2	2015-16			
3	2016-17			

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

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

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

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

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

Seal of Firm