



TALWANDI SABO POWER LIMITED

Tender Specification No: TN/8/CM/TSPL/2015-16

Bidding Document and Technical Specifications for

Part A. Supply of upto 160 KT Non-Coking Coal on CIF West Coast Port Basis

AND/OR

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

To

Talwandi Sabo Power Limited, Mansa, Punjab

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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"), a Vedanta Group company, setting up one of Punjab's largest green-field Thermal Power Project for supply of power on long term basis.

TSPL invites bids for

A. Supply of 160 KT 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. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by TSPL and TSPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

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

TIME SCHEDULE FOR BIDDING PROCESS

Sr.No.	Bid Reference	Time lines
1	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	07.01.2016 latest by 11.30 AM
2	Opening of Technical Bid & Checking of Responsiveness (Envelope-I)	07.01.2016 by 12.30 PM
3	Price bid opening (only for qualified bidders) (Envelope-II)	07.01.2016 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 reserve every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of bid TSPL may seek additional information/ documents/ declaration from the bidders; failure to furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

4.0. BID LANGUAGE

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

shall be accompanied by certified translation in English language.

5.0. PERIOD OF VALIDITY OF BID

The Bidder shall ensure that its bid initially remains valid and open for acceptance for 10 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).
- 5) 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-IV 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

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

No bid may be withdrawn in the interval between 24 hours prior to the Bid submission deadline and the expiration of the bid validity period specified in the Bidding Document.

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/ 1000 GCV landed price at the Plant for Part A.

The evaluated Bid price shall be arrived at considering the lowest Rs/1000 GCV landed price at plant for 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, compensatory payment shall not be made against whatsoever conditions seen and/or unforeseen.

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

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

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 1 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 400 Crores (Indian Rupees four hundred Crores only) or USD 60.6 million (taking 1USD=Rs. 66).
- 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 12 of volume I may be lowered in case of exigencies only at the discretion of TSPL to ensure wider participation.

TALWANDI SABO POWER LIMITED

BID DOCUMENT FOR PART A

VOLUME -II
TECHNICAL SPECIFICATIONS

1.0. INTRODUCTION

TSPL has a requirement of

- A. Non-Coking Coal of specifications mentioned herein, on 'CIF West Coast port India basis'.

2.0. SCOPE OF WORK

The scope of work includes but not limited to

- i. Supply of Coal on 'CIF West Coast port India' Basis.
- ii. All coordination at loading destination, transit destination shall also be part of scope of work of Bidder.
- iii. Bidder to supply Coal from single mine and should mention name of mine.

3.0. QUANTITY

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

- i. Tentative delivery schedule will be 80,000 MT quantity in Jan'16,
80,000 MT quantity in Feb'16. *(After receiving loading clearance from TSPL)*
- ii. Above is tentative delivery schedule. TSPL may also change the delivery schedule at its sole discretion by intimating the supplier 15 days in advance.

4.0. SPECIFICATIONS OF COAL

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

Parameters	UOM	Base Parameter	Rejection Parameter
GCV (ARB)	Kcal/Kg	5000-5800	<4800
FC (ADB)	%	By Difference	
VM (ADB)	%	36-40	>40
Ash (ADB)	%	< 20	>25
FC/VM Ratio		0.95-1.2	
TM(ARB)	%	< 22	>26
IDT	Deg C	>=1170	<1150
Sulphur (ADB)	%	< 1	>1.2
HGI		>=45	
Na2O		<=1	
K2O		<=2	

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

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

5.0. QUANTITY DETERMINATION

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 pursuant to 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 pursuant to this activity shall be borne by Buyer.

6.0. QUALITY INSPECTION

A. LOAD PORT

Sampling and analysis of the coal should be carried out at the time of vessel loading by an internationally reputed independent inspection agency appointed by the Bidder. 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. The certificate of sampling and analysis so determined shall be considered for the provisional 90% payment, as per clause 8 (A), for the quality of cargo loaded onto the vessel and dispatched, provided the GCV (ARB) value in that certificate is lower than Quoted Indicative GCV (ARB). If not, quoted indicative GCV (ARB) would be considered for the provisional 90% payment as per clause 8 (A).

The buyer has the right to appoint an IIA to conduct the joint sampling and analysis / witness the loading sampling at Load port at Buyer's cost.

B. DISPORT

Quality determination (ASTM method) as per sampling and analysis certificate issued by independent inspection agency appointed by buyer at DISPORT shall be final and binding for the shipment and the same including (GCV ARB & Sulphur) 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). The sampling methodology will be as per buyer's satisfaction (from lots of 3000 tonnes in 6 samples)

At disport, two samples will be drawn:-

One to be analysed by independent inspection agency appointed by buyer and second sample will be kept as referee sample under custody of TSPL. The cost of sampling & analysis at disport to be borne by Buyer. Certificate of this analysis would be considered as final for quality 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 Bidder.

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

7.0. ADJUSTMENT ON QUALITY VARIATION

The bidder is to deliver the coal with a range as specified in the *Clause 4.0* above. No variation in the quality agreed and supplied by the Bidder will be made and consider. For final payment, pro – rata adjustment in the CIF price will be made, if any.

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

$$\text{Adjusted Price} = \frac{\text{CIF PRICE X (ACTUAL GCV ARB KCAL/KG at Disport)}}{\text{GUARANTEED GCV ARB (KCAL/KG)}}$$

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

Price adjustment shall be restricted up to guaranteed GCV (ARB) and no adjustment shall be done for GCV(ARB) higher than guaranteed GCV(ARB).

B. Sulphur (ARB)

In case Sulphur (ARB) is above 1 %, then the CIF price shall be reduced by \$ 0.15 per MT for each 0.1% increase above 1% fraction prorated, till rejection limit.

8.0. PAYMENT TERMS

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 order confirmation. All charges in India for opener's account. All charges outside India for beneficiary's account. TSPL will open separate LC for each shipment. Bidder has to take confirmation for loading from TSPL before nomination of every vessel.

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. Certificate of Origin in three copies issued by Government Authority.
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. Insurance certificate in the currency of credit, issued to order and blank endorsed for full CIF value plus 10 percent covering institute cargo clauses (a), institute war clauses (cargo) and institute strike clauses (cargo) from load port to TSPL, Mansa plant.
8. Bidder's/beneficiary's certificate certified by the Buyer confirming full set of copy shipping documents have been faxed / emailed to Buyer's/opener within 7 working days of B/L date.

B) 10% (Ten Percent) Final Payment

1. 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:
2. Copy of certificate of analysis issued by independent inspection agency appointed by Buyer at discharge port.
3. Lay time certificate showing demurrage/ dispatch duly approved by Buyer.
4. 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 7 & 8 as reduced by the payment already made against 90% invoice under clause 8 (A) MINUS Dispatch PLUS Demurrage based on above.

Any excess payment made by the Buyer shall be reimbursed by the Bidder within a period of 7 working days to the Buyer's account based on the certificate of sampling and analysis issued by the independent inspection agency/es mutually agreed at discharge port. In the event of non-payment of the excess amount payable to the Buyer within the stipulated time frame as mentioned above, the Bidder shall pay an interest of 15% per annum upon the outstanding amount payable to the Buyer until it is fully reimbursed.

The final value of the shipment shall be based on discharge port analysis which shall be final & binding for quality and quantity.

9.0. TRANSIT INSURANCE

The Bidder shall undertake at its own cost marine insurance cover for 110% of the contracted CIF value of the cargo including institute cargo clause and also covering all risk including war, SRCC from the load port to TSPL plant, Mansa. The insurance shall be in accordance with the provisions of a standard Lloyd's marine insurance policy with claims payable in India. 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 do not have trading relationship.

10.0. 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.

11.0. 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.

12.0. MARITIME CONDITIONS

A) NOMINATION OF VESSELS

Bidder to nominate suitable performing vessel to Buyer for acceptance. Buyer to reply within one (1) 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 does 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

Laytime for discharge shall commence 12 hours after the notice of readiness is tendered in accordance with c) above, even if used (EIU). Laytime 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 basis minimum 4x 12 CBM or above grabs, as per following:-

Port	Navlakhi	Kandla/Tuna	Mundra
Discharge rates			
Geared (MT)	15000	15000	25000
Gearless(MT)	12500	15000	25000

If the grab size is smaller than 12 CBM, then the discharge rate shall be prorated accordingly.

G) DEMURRAGE AND DESPATCH

Demurrage and despatch rates shall be (demurrage, half despatch) to be advised at the time of vessel nomination. All demurrage or dispatch is to be settled within 15 working days after discharge laytime 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 laytime, 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, fitted with minimum 4 x 25 MT lift capacity gears 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 and a minimum of 2 working days before the arrival of the vessel at the discharge 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.

13.0. 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.

14.0. 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 8.

15.0. 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.

16.0. 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.

17.0. 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.

18.0. 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 laycan, 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.

19.0. 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.

20.0. 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 New Delhi.
- 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

21.0. 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.

22.0. RISK PURCHASE

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

23.0. 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.

24.0. LIQUIDATION CLAUSE:

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

25.0. 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.

26.0. MISCELLANEOUS

This tender shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party shall assign or otherwise dispose of any interest or obligation under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This agreement represents the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except in writing & signed by both parties hereto. No waiver by a party of any breach of contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this agreement. All sums payable by Buyer hereunder shall be paid without deduction or offset of any kind (including, without limitation, deduction or withholding on accounting of taxation, counterclaim, set-off or otherwise). Any and all implied warranties concerning any goods sold hereunder waived to the fullest extent permitted by law.

27.0. 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.

28.0. 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 - IV
ANNEXURES, FORMS & FORMATS

ANNEXURE A
PROFORMA OF PERFORMANCE BANK GUARANTEE (PBG)

Date:

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

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

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

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

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

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

of the Tender and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.

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

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

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

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

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

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

This guarantee shall remain in full force and effect up to and including _____ (Validity). Unless a claim or demand in writing is lodged with us within a period of 6 (six)

months from the date of expiry of the guarantee all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee.

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

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

For and on behalf of

Bank :

Address :

(AUTHORISED SIGNATORY OF BANK)

LIST OF BANKS FOR ISSUANCE OF PBG

Domestic Suppliers		
Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd	Yes Bank Ltd	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd	Axis Bank Limited	IndusInd Bank Ltd.
Foreign Banks		
Citi Bank	Deutsche Bank Ltd	The Hongkong and Shanghai Banking Corporation Ltd
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		
Foreign Suppliers		
Any bank that is globally rated at least "A" by S&P / Moody's / FITCH		
In case of other banks, the same needs to be confirmed by any of the Banks in India from above list for Domestic Suppliers		

ANNEXURE B
PRICE BID SUBMISSION FORM

Bid Ref No: and Date:

Bidders Name and Address:

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

Dear Sir,

Sub: Bidding Document No: _____ for _____.

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	Rs/\$						
7	CIF <u>(5*6)</u>	Rs/MT						
8	Total Quantity Offered	MT						

NOTE: - West Coast Ports of India mainly include Kandla Port, Mundra Port & Navlakhi Port. However Preference would be Kandla port than Navlakhi port and then Mundra 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 nature and scope of work required.

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

We further confirm the following:

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

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 10 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 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 400 Crores (Indian Rupees four Hundred Crores only) or USD 67 million and had supplied minimum of 1 MMT of any type of Non-Coking Coal, in any one financial year during last three financial years.

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

Annual Turnover & Quantity supplies for preceding three years:

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

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Seal of Firm

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"), a Vedanta Group company, setting up one of Punjab's largest green-field Thermal Power Project for supply of power on long term basis.

TSPL invites bids for

- A. 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 provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by TSPL and TSPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

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

TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Time lines
1	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	07.01.2016 latest by 11.30 AM
2	Opening of EMD (Envelope-I)	07.01.2016 by 12.30 PM
3	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	07.01.2016 by 12.30 PM
4	Price bid opening (only for qualified bidders) (Envelope-III)	07.01.2016 by 03.00 PM

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

3.0. BIDDING DOCUMENTS

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

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

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

TSPL reserve every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of bid TSPL may seek additional information/ documents/ declaration from the bidders; failure to furnish such

details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

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. BID LANGUAGE

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

5.0. EARNEST MONEY DEPOSIT (EMD)

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

Bank Name : ICICI Bank limited

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

Account No : 044605000486

Account Type : Current

IFSC code : ICIC0000446

Name of Beneficiary : Talwandi Sabo Power Limited

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

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

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/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:

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

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

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

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

- 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

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

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

8.0. BID OPENING AND EVALUATION

- c) With respect to the date notified for opening of bids, the first envelope comprising the Earnest Money Deposit (EMD) shall be opened.
- d) 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.
- e) Bidder's Authorized Representative may attend the opening of Bids.

9.0. PRICE BID EVALUATION

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

The evaluated Bid price shall be arrived at considering the lowest Rs/1000 GCV landed price at plant 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, compensatory payment shall not be made against whatsoever conditions seen and/or unforeseen.

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

(ii) 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:
 - A. The Bidder or their associate company should have handled & Transported minimum of 1 MMT of any type of Non Coking Coal from any port in India, in last three financial years.
 - B. Financial Qualification Requirement:
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.

14.0. PERFORMANCE BANK GUARANTEE

Within ten (10) working days after receipt of LOI/Contract, the Successful Bidder(s) shall furnish the Performance Bank Guarantee (PBG) in the form of a Bank Guarantee to TSPL as per format enclosed at *Annexure A1* of Bidding Documents for an amount equivalent to Rs 1,00,00,000/- (Rupees One Crore Only) from any of the banks as per list enclosed of Bidding Documents. The Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the Tender and shall be valid initially for the period 6 months beyond the period of Agreement.

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

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

TALWANDI SABO POWER LIMITED

BID DOCUMENT FOR PART B

VOLUME -II
TECHNICAL SPECIFICATIONS

1.0. INTRODUCTION

TSPL has a requirement of

- A. 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.

2.0. SCOPE OF WORK

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

a. Stevedoring Work:

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

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

b. Custom and Port Clearance

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

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

1. Movement of cargo from jetty to the Port plots employing sufficient numbers of suitable dumpers.
2. Bidder shall arrange for suitable plots for storage of 150000 MTs (approx.) which shall be earmarked exclusively for TSPL's cargo allowing free storage for a minimum period of 90 days.
3. Bidder shall ensure safe and secure storage of coal and will maintain the quality and quantity of the coal received. Bidder shall take all necessary care to avoid any contamination/adulteration
4. Bidder shall keep sufficient number of persons for proper watch and ward.
5. During storage bidder shall take adequate care to avoid loss due to fire/combustion of coal. All necessary precautions, to avoid such loss shall be bidder's responsibility. Bidder shall also require to maintain the

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

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

d. Clearing and Forwarding, delivery at TSPL, Mansa

1. Clearing from Customs and port area as per schedule given by TSPL.
2. Loading of dumpers from storage area and shifting of cargo to railway siding in case movement by railway.
3. Bidder shall ensure safe and secure delivery of cargo to TSPL plants. He shall arrange necessary escorts at his own cost for security of cargo during transit for transportation of cargo by rakes.
4. Bidder shall render all necessary assistance and arrange for insurance claim from the Insurance Company if there is a loss of cargo for any reason.

Even if any insurance claim may arise TSPL to release payment of Bidder on submission of loss assessment report by insurance company surveyor and the loss of quantity to be considered as certified by surveyor. However, the same would be released only once a Bank Guarantee of equivalent amount is submitted by the Bidder to TSPL. This BG would be released by TSPL once insurance agency accepts the claim and Bidder is not at fault.

e. Transportation by Railway:-

1. Liaison & Co-ordination:
Bidder shall keep adequate liaison with railways (at required offices) entering into MOU with railways for ensuring wagons availability, making any representations with railways on behalf of TSPL for any concessions, freight reduction, credit note facility or availing any other facility beneficial to TSPL besides liasioning for day to day activities for rail movement.
2. Arranging Movement:-
Bidder shall raise Indents for Rakes at West Coast port India and ensure sufficient number of rakes for meeting TSPL's delivery schedule.
Inspection of wagons for suitability /load worthy condition. Bidder to ensure that any sick wagons or wagons with leakages whereby the coal loaded in to wagons may be lost in transit, are to be reported to railway

authorities and are to be taken out so that sick wagons are not loaded. In the event that wagons are deemed sick and are cut-off in transit by the Railways, it shall be the responsibility of the Bidder to locate such sick/abandoned wagons and ensure safe and secure delivery to TSPL's smelters.

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

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

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

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

Complete railway documentation

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

3. Reconciliation: Bidder shall submit the reconciliation statement for quantity received at Disport and delivered at TSPL plants, giving account of rake by rake movement for each shipment on daily and cumulatively on weekly basis. Bidder shall also reconcile the accounts related to payments made by TSPL towards port and statutory charges, custom duty, railway/truck freight etc. and will submit regular statements. Bidder shall submit a consolidated report before the final bill. TSPL reserves the right to recover the excess payments through Bidder's bill or through other

remedies provided in the tender.

4. Bidder shall indemnify TSPL against losses arising out of or as a result of Bidder's own acts including but not limited to:-
 - i. Loss/theft to Mother Vessel due to their operation of Unloading in barges
 - ii. Violation of statutory requirements at port/customs/road transport/rail transport or any other relevant area.
 - iii. Loss/injury to Bidder's own personnel/equipment.
 - iv. Any insurance/compensations of Bidder's own personnel/plant.
 - v. Loss of cargo/demurrage/railway claims. (In case of missing wagons, TSPL to claim directly from Railway authorities to which Bidder would provide the necessary help as and when required).
 - vi. Any demurrage liability arising for lower discharge rate in case of vessel unloading and rake loading beyond the permitted time.
 - vii. Any port and customs claims pertaining to Bidder's own acts.
 - viii. Loss/penalty on account of under/excess loading. Dead freight will be calculated between port weighbridge actual weight (RR weight) and chargeable weight. Minimum loading guarantee will be 66 MT for NBOX Wagon. Any underloading below the specific limit for complete rake will be on Service Providers Account. However, no overloading shall be allowed. Any penalty levied by Railways due to overloading shall be borne by the Service Provider.
50 % of saving in dead freight to be passed to Service Provider.
For eg.
 $59 \text{ Box Per Rake} \times 66 \text{ MR} = 3894 \text{ MT (minimum loading)}$
Dead freight due to any underloading below 3894 MT will be to Service Provider account. 50% of saving in dead freight due to loading between 3894 MT & RR quantity to be passed on to Service Provider.
 - ix. Any claims raised by Govt. authorities/ GMB due to environmental damages due to Bidder's deeds.

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

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

3.0. QUANTITY

The tender is for providing services as per the scope of work for the vessels during a period to be brought by TSPL between 1st JAN 2016 till 30th MARCH 2016 at West Coast port India. The quantity is however subject to TSPL's sole discretion to bring cargo to West Coast port India and TSPL does not guarantee the quantity to be brought at West Coast port India. The quantity is also based on Bidder's performance in the first few shipments. In case of congestion, vessel to be diverted to other port after mutual agreement.

4.0. QUANTITY DETERMINATION

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

Difference of Draft survey weight at Disport and Normalized weight (NW) arrived after adjustment of moisture at TSPL plant on vessel to vessel basis to be delivered by Bidder.

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

Bidder shall be liable for recovery of amount basis CIF price in case of any loss of Quantity in this contract.

For the purpose of calculating the receipt quantity for the reconciliations, the quantity actually received at the TSPL plant would be considered. However, for all other purposes including the GRN and freight payment, the lower of dispatch and receipt quantity is to be considered.

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 with penalties.

5.0. QUALITY INSPECTION

Quality & Quantity shall be determined at Disport during vessel unloading by independent inspection agency nominated by TSPL for Sampling and analysis of received cargo by making lots of 3000 tonnes (06 samples from each Lots) . The bidder at its option can appoint an inspection agency / Qualified Personnel from their side to witness the draft survey, sampling and analysis process at disport. In such case, the certificate would jointly be signed by both the inspection agencies (Independent Inspection Authority / Agency appointed by TSPL and inspection agency appointed by bidder/ Qualified Personnel). At disport, three samples will be drawn:-

One to be analysed by independent inspection agency appointed by buyer and second & third sample will be kept as referee sample under custody of TSPL.

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

In case of any dispute, due to variance as per the discharge port and TSPL, Mansa sampling and analysis report issued by an independent inspection agency appointed by TSPL at disport and by TSPL representative or independent inspection agency appointed by TSPL at TSPL, Mansa, then TSPL shall forward the referee sample to mutually agreed reputed independent inspection agency. It is specifically agreed that the analysis results of such referee sample by the above stated agency shall be final & binding on both Parties and the cost of testing of the referee sample shall be borne by the Bidder.

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

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

No Tolerance shall be allowed between discharge port total GCV ARB and received

total GCV ARB at TSPL Plant.

6.0. ADJUSTMENT ON QUALITY VARIATION

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

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

1. Pro-rata penalty for variation in GCV ARB will be deducted for difference in total GCV ARB between Disport analysis and analysis at TSPL on vessel to vessel basis.

No tolerance will be provided and Results of analysis at TSPL premises shall be treated as final for payment, penalty or any other purpose.

For eg. Assuming GCV (ARB) at Disport Analysis= 6000 Kcal/Kg

GCV (ARB) at TSPL=5900 Kcal/Kg

Landed Coal Cost= CIF Price + Custom Duty + CHA Charges + Railway Freight=
(50*65) + 274+215+2200 =Rs. 5939/MT.

Where,

CIF Price/Tonne = \$50

1 \$ = INR 65

Custom Duty: INR 274

CHA Charges: INR 215

Railway freight: INR 2200

Then penalty would be calculated as follows:-

Penalty= (5939/6000)*(6000--5900)*80000

Penalty on weighted average GCV (ARB) vessel wise loss with respect to committed GCV(ARB) will be recovered.

2. Recovery due to Weighment difference as per Clause 4 of volume II.

3. Loss/penalty on account of under/excess loading. Dead freight will be calculated between port weighbridge actual weight (RR weight) and chargeable weight. Minimum loading guarantee will be 66 MT for NBOX Wagon. Any underloading below the specific limit for complete rake will be on Service Providers Account. However, no overloading shall be allowed. Any penalty levied by Railways due to overloading shall be borne by the Service Provider.

50 % of saving in dead freight to be passed to Service Provider.

For eg.

59 Box Per Rake x 66 MR = 3894 MT (minimum loading)

Dead freight due to any underloading below 3894 MT will be to Service

Provider account. 50% of saving in dead freight due to loading between 3894 MT & RR Qty to be passed on to Service Provider.

However no overloading shall be allowed. Any penalty levied by railway on account of overloading shall be borne by bidder.

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

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

7.0. PAYMENT TERMS

1. CHA Service 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, 1st after receipt of 09 rakes and 2nd 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.

TSPL weighbridges and lab results would be considered as final and binding.

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

2. Railway Freight: - Payment of Railway Freight will be made in advance by TSPL. However, Bidder shall ensure that all rakes leave on freight pre-paid basis only, for which he will intimate requirement of funds well in advance and will liaise with railways.
3. Customs Duty - shall be paid in full at actuals, on getting notice sufficiently in advance from the Bidder before vessel arrival. TSPL shall have the option to advise filing B/E in advance and also provide the duty in the form of Duty Free License or Duty Entitlement Pass Book, for the payment of Customs Duty. Bidder shall give a detailed calculation sheet with clear sufficient working days to enable TSPL to arrange payment. TSPL shall provide necessary documents for filing the bill of entry. Bidder should keep track of the vessel as informed by TSPL from time to time.

8.0. TRANSIT INSURANCE

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

9.0. DISCHARGE RATE:

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

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

However, Contractor will make best efforts to achieve discharge rate higher than above. Laytime for discharge shall commence 12 hours after the notice of readiness is tendered in accordance with c) above, even if used (EIU). If the grab size is smaller than 12 CBM, then the discharge rate shall be prorated accordingly.

Vessel shifting time from outer anchorage to inner anchorage not to count as

laytime. Shifting time to count from anchor up till anchor drop at the inner anchorage. Maximum one shifting is allowed.

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

10.0. DELIVERY

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

TSPL, Mansa:
Head Finance
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road
Village- Banawala, Distt- Mansa
Punjab-151302,
Ph. No. : - 01659248000
3. Bidder shall ensure that the entire quantity received at discharge port is delivered to TSPL at its project site
4. Delivery by Railway:-Railway siding details "TSPL MTSS 03103015"
5. Bidder shall send on daily basis a MIS of rakes dispatched from West Coast port India and received at TSPL plants and maintain a complete tracking of enroute.

11.0. 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.

12.0. 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.

13.0. LIENS

If, at any time, there should be evidence or any lien or claim for which the TSPL might have become liable and when is chargeable to the Bidder, TSPL shall have the right to retain out of any payment then due or thereafter to become due to an amount sufficient to completely indemnify TSPL against such lien or claim and if such lien or claim be valid, TSPL may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Bidder . If any lien or claim remain un-settled after all payments are made, the Bidder shall refund or pay to the TSPL all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

14.0. ASSIGNMENT

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

15.0. 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.

16.0. 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 New Delhi; shall be conducted in English Language and the award of the arbitrators shall be final. The parties agree that the Hon'ble Court of 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 New Delhi court. Laws of India shall apply. The vendor agrees to comply with the Vedanta code of conduct.

17.0. 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.

18.0. 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.

19.0. 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.

20.0. 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 - IV
ANNEXURES, FORMS & FORMATS

ANNEXURE A

PROFORMA OF BG FOR EARNEST MONEY DEPOSIT

M/ s. Talwandi Sabo Power Limited

(1980 MW Power Plant)

Village- Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab.

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs _____

Guarantee cover from:..... To

The undersigned, constituted under thehaving its Head Office at and amongst other places a Branch, at (hereinafter called "the Bank") taking into consideration that M/s.with its Registered Office at.....(hereinafter called the "Bidder"), have received a tender enquiry for _____ 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 toand, so that claims, if any, must have been received latest by the undersigned on at the Bank's Office at Mansa.

This Guarantee is not negotiable or assignable.

Please return this Guarantee to us for cancellation on expiry.

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

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

Dated at Mansa _____ day of _____, 20XX.

ANNEXURE A1

PROFORMA OF PERFORMANCE BANK GUARANTEE (PBG)

Date:

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of

Bank :

Address :

(AUTHORISED SIGNATORY OF BANK)

LIST OF BANKS FOR ISSUANCE OF EMD/ PBG

Domestic Suppliers		
Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd	Yes Bank Ltd	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd	Axis Bank Limited	IndusInd Bank Ltd.
Foreign Banks		
Citi Bank	Deutsche Bank Ltd	The Hongkong and Shanghai Banking Corporation Ltd
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		
Foreign Suppliers		
Any bank that is globally rated at least "A" by S&P / Moody's / FITCH		
In case of other banks, the same needs to be confirmed by any of the Banks in India from above list for Domestic Suppliers		

ANNEXURE B
PRICE BID SUBMISSION FORM

Bid Ref No: and Date:

Bidders Name and Address:

To,

Head Commercial-TSPL

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road

Village- Banawala, Distt- Mansa

Punjab-151302

Dear Sir,

Sub: Bidding Document No: _____ for _____.

2. 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	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/MT						
3	Statutory Charges	Rs/MT						
4	Any other Charges. Please specify	Rs/MT						
5	CHA Service Charges(2+3+4)	Rs/MT						

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:

- iv. We have quoted the prices as per provisions of the Bid Documents.
 - v. We further declare that we have not taken any deviation to provisions of Bidding Documents.
 - vi. We confirm that our quoted prices are based on the provisions of the Bidding Documents.
- i. **We further confirm the following:**

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

We agree to abide by this Bid for a period of 30 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

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

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

We undertake, if our Bid is accepted, to commence work for supply of Coal

immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

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

Signature: _____

Name: _____

Designation: _____

Seal

ANNEXURE C
FORMATS - QUALIFICATION REQUIREMENT

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

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 13.0 of Volume I* of Bidding Document, we hereby furnish the following details:

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

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

Annual Turnover & Quantity supplies for preceding three years:

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

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Seal of Firm