



TALWANDI SABO POWER LIMITED

**Updated Tender Specification No:
TN/19/TSPL/2017-18**

**Bidding Document and Technical Specifications for Beneficiation of Linkage Coal and Supply of
Beneficiated coal**

To

Talwandi Sabo Power Limited, Mansa, Punjab

16th November 2017

CONTENTS

VOLUME I: INSTRUCTIONS TO BIDDERS	4
1. INTRODUCTION	4
2. GENERAL INFORMATION	4
3. BID SUBMISSION AND OPENING PROCEDURE.....	4
4. TIME SCHEDULE FOR BIDDING PROCESS	5
5. BID LANGUAGE.....	5
6. BID CURRENCY	6
7. EARNEST MONEY	6
8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE	6
9. QUALIFICATION REQUIREMENT.....	6
10. EVALUATION OF THE PRICE BID	7
11. NEGOTIATIONS AND AWARD OF CONTRACT.....	7
12. BID VALIDITY.....	7
VOLUME II: CONDITIONS OF CONTRACT	8
1. DEFINITIONS.....	8
2. NOTICES	9
3. GOVERNING LAWS	9
4. TAXES AND DUTIES.....	9
5. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT	9
6. LIQUIDATED DAMAGES.....	9
7. PAYMENT TERMS	9
8. PERIOD OF CONTRACT	10
9. CONTRACTOR’S OBLIGATION.....	10
10. FORCE MAJEURE	10
11. CONFIDENTIALITY.....	11
12. WAIVER OF RIGHTS	11
13. ENFORCEMENT OF TERMS.....	12
14. SUSPENSION OF WORK	12
15. TERMINATION	12
16. SEVERABILITY.....	12
17. DEFENSE OF SUITS.....	12
18. SPLITTING OF WORK	13
19. ASSIGNMENT OR TRANSFER OF CONTRACT	13

20. SUB CONTRACT	13
21. POWER TO VARY OR OMIT ANY ITEM OR WORK.....	13
22. NEGLIGENCE AND DEFAULT	13
23. BANKRUPTCY.....	14
24. RISK PURCHASE	14
25. LEGAL COMPLIANCE.....	14
26. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE	14
27. ARBITRATION	14
28. JURISDICTION	15
29. REPORTING.....	15
VOLUME III: TECHNICAL SPECIFICATION & SCOPE OF WORK.....	16
1. SCOPE OF WORK	16
2. QUANTITY.....	18
3. QUALITY	18
ANNEXURE-I: PRICE BID FORMAT (to be submitted separately for different grade coal).....	22
ANNEXURE-II: COVERING LETTER	25
ANNEXURE-III: PROFORMA OF BG FOR EARNEST MONEY DEPOSIT.....	27
ANNEXURE-IV: PROFORMA OF PERFORMANCE BANK GUARANTEE	29
ANNEXURE-V: FORMAT FOR DECLARATION OF BENEFICIATION TECHNOLOGY, TOTAL CAPACITY & SPARE CAPACITY	31
ANNEXURE-VI: END USER CERTIFICATE FOR SUPPLIES OF QUANTITIES	32
ANNEXURE-VII: FORMAT FOR ANNUAL TURNOVER.....	33
ANNEXURE-VIII: FORMAT FOR NET-WORTH.....	34
ANNEXURE-IX: VENDOR REGISTRATION FORM	35

VOLUME I: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Talwandi Sabo Power Limited ("hereinafter referred to as TSPL/Owner"), a subsidiary of Vedanta Limited in Commercial Power, has developed one of the largest green-field Thermal Power Project in Punjab with capacity of 1980 MW (3 x 660 MW).

In order to meet the statutory requirement of Ministry of Environment and Forest (MoEF) to maintain Ash% in coal at 34%, TSPL intends Washing of its Linkage Coal or any additional coal from Ib Valley of MCL.

TSPL invites bids from reputed Contractor's for beneficiation of 25 Lacs MT/Unit of Linkage Coal and supply of beneficiated coal (Washed coal) to Talwandi Sabo Power Limited, Mansa on Terms & Conditions as specified in this Tender. Initially we intent to issue Contract for Coal Beneficiation of 1 Unit, i.e. 25 Lacs MT. However, based upon successful Contract performance, Coal beneficiation of balance 2 Units Coal will be offered in phased manner. Quantity may increase or decrease with mutual agreement between the Parties based on Coal Linkage allocation.

2. 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.

TSPL reserves all right to reject any or all bids, wholly or partially, extend the date of submission of bids and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of Contract, at its sole discretion, and in such case no Bidder /intending Bidder(s) shall raise any loss, claim or liability arising out of or in connection with such action.

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 a thorough understanding of the applicable requirements for performing services as defined in the Scope of Work. Coal quantity that needs Washing will depend upon the load requirements of TSPL & are subject to change as per TSPL's requirements.

3. BID SUBMISSION AND OPENING PROCEDURE

Bidders shall submit their bids at the following address by the Date and Time as mentioned in Clause 4 of Volume-I:

Head – Commercial

Talwandi Sabo Power Limited,

Village: Banawala, Mansa-Talwandi Sabo Road,

District: Mansa, Punjab-151302.

The Bids shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as Part-I (Earnest Money), Part-II (Technical Bid) and Part-III (Price Bid). All the three envelopes will be further enclosed in a large envelope. The following procedure shall be followed for opening of tenders.

(a) **Part-I Earnest Money:** Part-I consisting of Earnest Money Deposit in the form of Demand Draft or Bank Guarantee in favour of Talwandi Sabo Power Limited will be opened first. Technical bid shall be opened if the Earnest Money is in conformity to the Terms & Conditions of the Tender, otherwise Technical Bid will not be opened.

(b) **Part-II Technical Bid:** Part-II consisting of Technical Bids as specified in Clause No. 9 of Volume – I except Price Bid. Price Bid will be opened for those Bidders, whose Technical Bids are found in line.

(c) **Part-III Price Bid:** Part-III consisting of the Price Bid for each item as well as other related terms like freight, insurance, taxes and duties etc. and other incidentals relevant to the price. All Commercial Terms and Conditions including discount if any, GST wherever applicable shall be specified in the Price Bid. **No correspondence/clarifications shall be entertained after the opening of Part-III.**

4. TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Details/Tentative time lines
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	21.11.2017
2	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	15.12.2017 by 11:00 AM
3	Opening of EMD (Envelope-I)	15.12.2017 by 11:30 AM
4	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	15.12.2017 by 12:30 PM
5	Price bid opening (only for qualified bidders) (Envelope-III)	15.12.2017 by 01:30 PM

TSPL reserves all rights to reject any/all of the bids, wholly or partially, without assigning any reasons whatsoever, at its sole discretion. TSPL shall not be liable towards any cost for preparation and submission of bids or incidental expenses, incurred by the Bidder.

TSPL reserves the right to assign the Scope to a single or multiple bidders at its sole discretion. TSPL reserves the right to allow for minor deviations / accept the Bid at its own discretion for higher competition.

Note: In case of any deviation, please attach the annexure specifically highlighting the deviations and reasons for the same.

5. 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.

6. BID CURRENCY

The bidder shall quote the prices in INR currency as per Price Bid Submission Format.

7. EARNEST MONEY

The bidders are required to deposit the Earnest Money of INR 50 Lacs through Demand Draft to be issued in favour of Talwandi Sabo Power Limited, payable at Mansa or Bank Guarantee (as per TSPL's proforma) of equivalent amount from any Indian Nationalized/Scheduled Bank encashable at Mansa/Bathinda branch. The validity of the EMD shall be six months from the Tender opening date. In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited.

8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

Within ten (10) working days after receipt of LOI/Work Order, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's format) for an amount equivalent to INR 15 Crores for monthly quantity of 1 Lakh MT raw Coal (may be increased or decreased on pro-rata basis) from any of the Indian Nationalized Bank or scheduled bank encashable at Mansa/Bathinda branch. Minimum value of Security Deposit to be furnished is INR 10 Crores. The Security Deposit Bank Guarantee shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for a period of 6 months beyond the period of Agreement.

9. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement	Documents required to be submitted
Technical Qualification Requirements	A. Beneficiation Plant Technology & Spare capacity.	Heavy Media Cyclone or Heavy Media Bath/Drum Washer or Wet Jig. Availability of spare capacity for Washing.	Certificate from Chartered Engineer or Govt. Body or Self-declaration of Technology, Total capacity of Washery, Proof of ownership & Spare capacity as per Annexure-V.
	B. Beneficiation Plant availability	Readiness of Washery & Spare capacity for operation on the date of Bid submission. Washery should be operational for atleast 1 year as on date of Bid submission.	Environmental clearance, Valid Consent to Operate & Factory Licence as on date of Tender Opening date.
	C. Experience	Supply of atleast 5 Lakh MT per year beneficiated/imported/domestic coal in any of the preceding 3 years.	Certificate from reputed customers as per Annexure-VI.
Financial Qualification Requirements	D. Average Annual Turnover of Bidder in preceding 3 Financial Years	Rs. Sixty Crores	Turnover & Net Worth duly certified by Statutory Auditors.

10. EVALUATION OF THE PRICE BID

The Bids shall be evaluated on the basis of lowest Rs./GCV at TSPL.

11. NEGOTIATIONS AND AWARD OF CONTRACT

TSPL reserves the right to negotiate the Bid Price to further lower the Cost.

12. BID VALIDITY

The Bids submitted should be valid for a period of 180 days from the last date of submission of Bid.

VOLUME II: CONDITIONS OF CONTRACT

1. DEFINITIONS

- (a) **“Bidder”** means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder.
- (b) **“Bidding Document/ Bid Document”** includes all the documents listed in Clause 3 of Volume I.
- (c) **“Confidential Information”** means all information in which a party has the rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential.
- (d) **“Contract or Agreement”** means the Contract entered into between the Successful Bidder and TSPL, covering the Scope of Work and Terms & Conditions of the Contract, together with all the documents referred to therein, such as this Bidding Document, or amendments made thereof.
- (e) **“Contractor/ Successful Bidder / Supplier”** shall mean Party selected to perform the Work under the Scope of Work in this Bidding Document.
- (f) **“Contract Price/ Bid Price”** means the price to be paid for the performance of the Work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Bidding Document/Contract.
- (g) **“Government”** means the Government of India including State Government and Local Statutory Bodies.
- (h) **“Language”** implies English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- (i) **“Lead Member”** of the Joint Venture/ Consortium shall be the Member authorized by other partner (s) to be the lead member.
- (j) **“Local Currency”** means Indian Rupees.
- (k) **“MT/Ton/Tonne”** means Metric Tonne which is equivalent to 1000 Kg.
- (l) **“Owner”** means TSPL or Talwandi Sabo Power Limited.
- (m) **“Party”** means TSPL or Bidder, as the case may be, and "Parties" means both of them.
- (n) **“Personnel”** means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (o) **“Quarter”** implies a continuous period of 90 days reckoned from the day one shall be treated as one Quarter and subsequent period of 90 days after completion of previous Quarter shall be treated as following Quarter.
- (p) **“Responsiveness”** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (q) **“Services/Works”** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Agreement or Contract.

2. NOTICES

Any notices, demands and other communications required or permitted to be given pursuant to this Contract shall be in writing, sent by certified e-mail, receipt requested or by, courier or by facsimile, to the addresses of the parties as to be mentioned in the Agreement/Contract to be executed.

3. GOVERNING LAWS

The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Bathinda, Punjab shall have exclusive jurisdiction.

4. TAXES AND DUTIES

The Contractor shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price.

Bid Price is inclusive of all Taxes and Duties except GST (on the Invoice value as applicable on the Date of Invoice). Any future tax introduced and made payable by TSPL under its Statutory provisions in respect of the Contract shall be payable by TSPL. TDS shall be deducted as per applicable provisions of Income Tax Act, 1961 or its amendments or replacement statute. The Bidder would provide necessary documents and records to TSPL to enable TSPL to claim GST credit. All other changes in duties and taxes applicable on Contractor will be on Contractor's account.

5. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT

Effectiveness of Contract: The Contract/Agreement shall come into force with effect from the date of signing of the same or as detailed in the Contract.

Modification: Modification of the terms and conditions of the Contract, including any modification of the scope of work or of the Contract Price may only be made by written agreement between the Parties.

6. LIQUIDATED DAMAGES (LD)

If the Bidder fails to load on Rakes 100% quantity of a DO after beneficiation within 30 days from last date of lifting by Road/Rail, then Liquidated Damages (LD) shall be payable @ 5% per week of Basic Price of Coal of undelivered/failed quantity, subject to maximum of 15% of Basic Price of Coal of undelivered quantity. However if the Contractor can reasonably prove that less dispatch of Rakes from Washery to TSPL is attributable to reasons beyond reasonable control of the Contractor, then LD can be waived based on mutual resolution.

7. PAYMENT TERMS

Bills shall be submitted on a monthly basis on rakes receipt at TSPL, for the raw coal transported and beneficiated coal loaded in rakes. The payment shall be released as per the procedure as follows:-

- (i) TSPL will release payment of 100% of the Bill for each period as admissible, within 15 working days from the date of receipt of bills. The Company shall account for necessary deductions at the time of payment of 100% of the bill that may be on account of penalties towards quality i.e. Total Moisture %, Ash %, Yield and under loading/over loading of wagons, etc. at the receiving end as per Clause No. 3 of Volume III and Liquidated Damage as per Clause No. 6 of Volume-I, which shall be verified by TSPL based on supporting details/reports to be provided by the Contractor and internal documents.

Note: Invoices and all other supporting and statutory documents to be submitted in original to TSPL. These bills will be accompanied by statement showing R/R No. Invoice No. and the net weight GCV, %Yield, Ash Content etc. as the case may be.

The payments shall be made directly to the Contractor by TSPL.

The Contractor shall abide by all the statutory requirements like PAN registration, TIN No registration, GST Registration & procedures, etc.

Further, Bidder shall be required to comply with the requirements as laid down by the Reserve Bank of India/Government of India from time to time.

8. PERIOD OF CONTRACT

The contract shall be for a period of 12 months effective from the date of issuance of order. Further, if the performance is found satisfactory, the contract period may be further extended up to three years if mutually agreed by Contractor and TSPL.

9. CONTRACTOR'S OBLIGATION

The Contractor shall conduct all activities mentioned in the Scope of Work as defined in Volume III of this Tender document with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, and in accordance with best industry practices. The Contractor shall be responsible for timely provision of all resources, information and decision making under its control that are necessary for execution of the Contract. The Contractor shall indemnify and hold TSPL and its employees harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or his Personnel and from any illegal use of any resources by the Contractor. In particular, the Contractor shall provide and employ only such Personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand. The Contractor assumes primary responsibility for all the jobs for the execution of the Contract in accordance with the relevant provisions of this Bidding Document.

10. FORCE MAJEURE

Force Majeure includes an act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years.

Force Majeure also includes any delay to the activities of TSPL due to any act of government/authorities viz. delay in providing consent, any unlawful, unreasonable or discriminatory revocation of any consent required by TSPL for carrying out the project/activities, and any other unlawful, unreasonable or discriminatory action on the part of an Indian Government Instrumentality which is directed against TSPL Project and includes any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure event excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the site by the Affected Party or those employed or engaged by the Affected Party, Industry wide strikes and

labor disturbances having a nationwide impact in India and any other act or event which makes the execution of the project not viable for TSPL.

Force Majeure does not include:

- (i) any event or circumstance which is within the reasonable control of the Parties and
- (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
 - (a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;
 - (b) Delay in the performance of any contractor, sub-contractors or their agents
 - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (d) Strikes or labor disturbance at the facilities of the bidder;
 - (e) Bidder's insufficiency of finances or funds or the agreement becoming onerous to perform; and
 - (f) Non-performance caused by, or connected with, the Affected Party;
 - (g) Negligent or intentional acts, errors or omissions;
 - (h) Failure to comply with an Indian Law; or
 - (i) Breach of, or default under, this Agreement.

11. CONFIDENTIALITY

11.1 The Parties recognize that each of them will be given and have access to confidential and proprietary information of the other Party ("Confidential Information"). The Parties shall use such Confidential Information only for the purposes envisaged and specifically provided and shall keep such information strictly confidential and not disclose to any third party any of the confidential and proprietary information. The obligations of confidentiality shall not apply to any information that:

- a) was developed independently by the Party;
- b) was known to the Party prior to its disclosure by the disclosing Party;
- c) has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
- d) may be required in any report, statement or test submitted to any governmental or regulatory body;
- e) may be required in response to any summons or subpoena or in connection with any litigation; or
- f) may be required to comply with any law, order, regulation or ruling.

11.2 Provided that prior to any disclosure in respect of a request to disclose confidential information under above sub-sections (d), (e) and (f), the disclosing Party must first notify the other Party owning such Confidential Information, who shall then have the opportunity to respond to and/or dispute such request. The provisions of this clause shall survive the termination of this Contract.

12. WAIVER OF RIGHTS

No forbearance, delay or influence by Purchaser in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of Purchaser nor shall any waiver of its rights operate as a waiver

of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Purchaser is exclusive of any other right, power or remedy available to Purchaser and each right, power or remedy shall be cumulative.

13. ENFORCEMENT OF TERMS

The failure of either Party to enforce at any time, any of the provisions of the Contract or any right in respect thereto or to exercise any option here in provided, shall in no way, be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

14. SUSPENSION OF WORK

TSPL may suspend the work in whole or in part at any time by giving the Contractor a notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Contractor shall stop all such work, which the Owner has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the Contract, which the Owner has not suspended. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. During suspension, the Contractor shall be entitled to receive from the Owner appropriate adjustment in payment for Completion Schedule only.

15. TERMINATION

Notwithstanding anything herein above contained, in the event of the Contractor being adjudicated insolvent, or being a company dissolved or ordered to be wound up, then in such event, the Contract shall automatically stand terminated and in the event of breach, default or violation of any of the terms hereof by Contractor or for any reason whatsoever, "TSPL" shall be at liberty to terminate this contract forthwith and without prejudice to all other rights and claims of "TSPL" under this contract or otherwise in law against the Contract/Order and Contractor shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination.

TSPL reserves the right to terminate the Contract at any time by giving a notice of 1 (One) month without assigning any reason. The Contractor shall stop the performance of the Contract from the date of termination and hand over all the documents as desired by TSPL. However, the Contractor shall arrange to deliver the Coal lying in his custody to TSPL within 30 days from the day of Notice of Termination. TSPL has the right to hold BG and payment till the Coal is delivered. No consequential damages shall be payable by the Owner to the Contractor in the event of such termination.

16. SEVERABILITY

If any term or provision of this Contract is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Contract shall remain unimpaired and in full force and effect.

17. DEFENSE OF SUITS

If any action in court is brought against TSPL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their agents, representatives or their sub-contractors, suppliers or employees; the Contractor shall in all such cases indemnify and keep

TSPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

18. SPLITTING OF WORK

TSPL reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons. TSPL will not entertain any claim from any Contractor as a result of such splitting up. TSPL also reserves the rights to exclude/include any item of work from the Scope of Contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

19. ASSIGNMENT OR TRANSFER OF CONTRACT

The Contractor shall not without the prior written approval of the accepting Authority assign or transfer the Contract or any part thereof, or any share, or interest therein to any other person.

20. SUB CONTRACT

The contractor shall not sublet any portion of the Contract without the prior permission of TSPL.

21. POWER TO VARY OR OMIT ANY ITEM OR WORK

No alterations, amendments, omissions, additions, suspensions or variations in the Scope of Work (hereinafter referred to as "variation" in the work) shall be made by the Contractor except as directed in writing by TSPL in connection with the Contract. However, TSPL shall have the full power, subject to the provisions hereinafter contained, from time to time during the execution of the contract, by notice in writing, to instruct the Contractor to make such variations and be bound by the same conditions as far as applicable as if the said variations occurred in the specification. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent the Contractor from fulfilling any of its obligations or guarantee under the Contract, the Contractor shall notify to the Engineer In Charge, TSPL, thereof in writing, and TSPL shall decide forthwith whether or not the same shall be modified accordingly. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the contract rate as the case may require in accordance with the rate specified in the work order, but TSPL shall not be liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same have been given in writing by TSPL.

22. NEGLIGENCE AND DEFAULT

a) In case of any negligence on the part of Contractor to execute the Contract with due diligence & expedition, to comply with any orders/instructions given in writing by TSPL in connection with the Contract or any contravention in the provisions of the Contract, TSPL may give 21 days' notice in writing to the Contractor to make good the failure or neglect or contravention and if the Contractor fails to comply with the notice within time considered to be reasonable by TSPL, TSPL will suspend/terminate business/dealing in part or fully with the Contractor for specific period or complete Contract period.

b) Further in case of such default by Contractor the Owner may also suspend business dealing with the Contractor apart from claiming reasonable compensation/damages, forfeiture of security etc.

23. BANKRUPTCY

If the Contractor commits any action of bankruptcy or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceedings, except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate on contractor or any such receiver, liquidator or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to TSPL and shall for one month during which the Company shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out the Contract subject to the Contractor providing such guarantee as may be required by the Owner but not exceeding the value of work. In the event of the stoppage of work, the period of option under this clause shall be of 15 days provided that, should the above option not be exercised, the contract may be terminated by TSPL by notice in writing to the Contractor and the same power and provisions reserved to TSPL on the last preceding clause, of taking the work out of the Contractor's hands, shall immediately become operative.

24. RISK PURCHASE

In the event of any failure on Supplier's part to execute the Contract as per the terms mentioned therein, Purchaser shall be at liberty to either:

- a) Continue with the Contract with due liquidated damages; or
- b) Engage any other agency, parallel to the Supplier, to complete part of the balance work at the risk and cost of the Supplier/Contractor; or
- c) Cancel the Contract and get the Material/Equipment / Goods from any other agency at the risk and cost of the Supplier/Contractor.

25. LEGAL COMPLIANCE

The bidder shall ensure that his execution of the contract as well as the facility provided by him comply with all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in Technical Scope of Work, arrange for all necessary statutory approvals at his own cost.

The bidder shall give all notices required under the said acts, regulations and / or by-laws and shall indemnify TSPL towards any omission or commission in this regard. The bidder shall be responsible for observing all statutory laws in respect of contract labor engaged by him.

26. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE

The Contractor has to comply with safety, human rights and environmental requirements during the performance of the Contract.

27. ARBITRATION

The parties hereto shall endeavor to amicably settle all disputes and differences relating to or arising out of the Contract through friendly negotiations.

- i. In the event of the Parties failing to resolve any dispute amicably, the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996, as is prevalent in India. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third Arbitrator. The Arbitrators shall give a reasoned award.
- ii. The place of arbitration shall be Bathinda, Punjab and the language of the arbitration shall be in English. The Parties further agree that any arbitration award shall be final and binding upon the Parties.

The Parties hereto agree that they shall be obliged to carry out their obligations under the Contract even in the event a dispute is referred to arbitration.

28. JURISDICTION

It is expressly agreed that this Contract shall be governed by the laws of India and any dispute, difference or claim which may arise between the Purchaser and the Supplier in connection with the performance of this Contract or the rights and obligations of the parties hereto, shall be subject to the exclusive jurisdiction of the law courts of the city of Bathinda (Punjab).

29. REPORTING

- a. Contractor will submit report on daily coal lifting from Mines, Rakes loaded, coal shifted to Railway Siding and other information as required on daily basis through E-mail, SMS, etc.
- b. Contractor will submit a list of 2 persons designated as Single Point Contact (SPOC) with Mobile no. and e-mail addresses for co-ordination on daily basis along with Employee list, designation, qualification, etc.
- c. If any of the person designated as SPOC leaves in between the Contract period, same will be replaced immediately within a period of 30 days.

VOLUME III: TECHNICAL SPECIFICATION & SCOPE OF WORK

1. SCOPE OF WORK

The Scope of Work under this Tender specification covers the job from receipt of Linkage coal from Mahanadi Coalfield Limited (MCL) mines against the linkage quota allocated on regular basis or part thereof as assigned to the successful bidder by Road or Rail, its beneficiation, disposing of Washery rejects and transportation of the beneficiated coal to Talwandi Sabo Power Limited, District-Mansa, Punjab by Rail. Coal being the vital input, ensuring uninterrupted supplies as per Quantity and Quality requirements is the essence of services to be rendered by the Contractor. Currently TSPL is lifting Linkage Coal from LOCM & BOCM Sidings of MCL by Rail. However, MCL may allocate Coal in future based on availability. Details of works & responsibilities of the Contractor are as under:

1. The Contractor shall co-ordinate and take the delivery of Linkage coal on the basis of Release Order / Delivery Order (DO) issued by MCL, as per the requirement of TSPL based on Monthly Scheduled Quantity/Annual Contracted Quantity allocated by MCL.
2. The Contractor shall assist TSPL in getting the Release Order / Delivery Order (DO) issued from Mahanadi Coalfields Limited (MCL) or any other approval from MCL.
3. The Contractor shall follow up the Release orders / Delivery Order and obtain Delivery schedule from MCL for placement of trucks/rake, on behalf of TSPL at Colliery loading point to receive and transport the Coal.
4. MCL Billed quantity will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from MCL at his Site and shall be responsible for the Quantity measurement, i.e. weighment of Raw Coal supplied by MCL to the Contractor and will authenticate/sign the Weighment sheets in token of Quantity received.
5. It will be the responsibility of the Contractor to get the right quality of Raw Coal from MCL as the Notified/Declared Grade of colliery. In case raw coal sampling and analysis is carried out by CIMFR, then the CIMFR declared Grade of raw coal will be considered as the Grade of raw coal delivered by MCL to the Bidder. In case CIMFR is not deployed, then Quality as declared by TPA deployed by TSPL will be considered as Quality delivered by MCL to the Bidder.
6. The Contractor will ensure boulders, stones & shales are not loaded into rakes and trucks.
7. Linkage coal as lifted from the Collieries shall be transported/shifted to the Beneficiation plant by the Contractor as per Release Order / Delivery Order released by MCL.
8. Coal will be sized to 50 mm size and beneficiated by the Contractor in the specified washery, so as to achieve the Ash % as committed.
9. During beneficiation, the Contractor will adhere to the Technical parameters as quoted/guaranteed.
10. The beneficiated coal shall be transported to the railway siding and loaded into the wagons and dispatched to the TSPL Power plant.
11. The Contractor shall co-ordinate and follow up with MCL/CIL and shall monitor the release of coal for beneficiation as per Release orders/Delivery Orders issued by MCL. The contractor will also co-ordinate with State Mining Department for timely permission / clearances for transportation of raw/ washed coal.
12. The Contractor shall co-ordinate with Railways for allotment of rakes/ wagons for transportation of Washed coal to TSPL and Raw Coal to Washery.

13. The Contractor shall submit the E-Demand and Indent charges. It will be the responsibility of Contractor to place Indent.
14. The Contractor shall ensure that Wagons loaded are not in damaged condition and co-ordinate with Railways to restore condition of the Wagon so that spillage shall not happen.
15. The Contractor shall follow up and arrange for issue of RRs from the railways authorities and shall deliver the same to the TSPL Power plant authorities by fax, soft copy through Scan and original through courier at the earliest possible in such a way that all RRs for previous month are available with TSPL by 15th of next month.
16. The Contractor may deploy his staff / representative to witness jointly the weighment, sampling and analysis of beneficiated coal at TSPL Power plant. Copy of weighment sheets of each rake shall be provided to the representative of contractor after weighment. Analysis results of each rakes shall be provided to the contractor representative after the analysis is complete. The un-loading end weighment sheet and joint analysis results for the rakes received at TSPL in a particular month shall be the basis for raising invoices. Quality analysis results shall be provided by 7th of next month.
17. The rejects from the beneficiation plant, will be disposed off by the Contractor at his own level and its Rebate (as specified in Contract) shall be given to TSPL on monthly basis in the bills. Contractor will indemnify TSPL against any risks associated with the disposal of rejects.
18. The Contractor shall co-ordinate with Railways and take all measures to avoid diversion of rakes en-route. The Contractor shall ensure that matched delivery to be made by Railways within 6 months for such diverted rakes. If it is not done in 6 months' time then the equivalent amount of Cost of Coal will be withheld from running bills till the issue is settled.
19. The cost of Raw Coal and Railway Freight shall be deposited by TSPL.
20. Rake shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's account.
21. The Contractor shall co-ordinate with Railways for timely issue of RR and deliver the same to TSPL.
22. The Contractor shall co-ordinate with TPA/CIMFR, if appointed, for Sampling, preparation and analysis as per terms of TPA/CIMFR with TSPL & current regulations.
23. The Contractor shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, etc.
24. The Contractor shall co-ordinate with MCL for issue of Credit Notes, based on actual grade declared by TPA/CIMFR, if the same is lower than the declared grade.
25. It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery at TSPL, Mansa.
26. In order to have up to date information about lifting, loading, dispatch, movement of coal rake and expected placement, Contractor shall provide update to TSPL:
 - Quantity of Coal lifted from Mines on daily basis.
 - Rakes loaded and details of RRs on each rake basis.
 - Expected loading of Rake on daily basis.

27. Insurance of Coal lying at Washery and Transit Insurance from Mines to Washery, Washery to Rake loading point shall be in the Scope of Contractor.
28. The Contractor shall at his own expense supply tools, plants & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in the Contract.
29. In case of any change in FSA leading to change of coal allocation for TSPL/collieries/subsidiaries, TSPL may review the Contract as per grade, washability and washing facility of the Contractor in that particular region etc.
30. TSPL personnel will have the access to Storage and Washery premise at all time. TSPL can conduct Physical verification (PV) of TSPL coal stock lying in Contractor's custody. Contractor to co-ordinate for the same & provide demarcation of TSPL's Coal.

The Scope of Work has been detailed as above but in case any items are omitted from the Scope of Work but otherwise required to complete the work then such items shall be deemed as included in the Scope of Work without any additional financial liability to TSPL.

TSPL expects that prices are quoted below or at par with the lowest service charge of existing washing contracts.

2. QUANTITY

The weighment of Washed Coal will be done on In-motion Weigh Bridge installed at TSPL, which will be final for all Commercial purposes. The Contractor shall have the right to witness the weighment. However, in case In-motion Weigh Bridge of TSPL goes defective, then RR weight shall be considered for payment.

The payment shall be released for the coal actually delivered at TSPL. As such the Contractor is to take care and to make necessary arrangement, so that diversion of Washed Coal doesn't take place.

No Transit loss will be considered.

Quantity reconciliation will be done on FIFO basis.

3. QUALITY

A. CIMFR shall do Joint Sampling, Analysis and Testing of Raw Coal loaded from Mines.

Sample collection (TM sample & final sample) & preparation at the loading end as per relevant standard will be done by CIMFR as per Tripartite Agreement signed between MCL, TSPL & CIMFR.

In case CIMFR is not deployed, then Quality as declared by TPA deployed by TSPL will be considered as Quality delivered by MCL to the Bidder.

B. The yield of washed coal and resultant quantity to be delivered will be linked with the Ash % (ARB) of raw coal as analysed by CIMFR/TPA on monthly weighted average basis.

$$\text{Ash (ARB)} = \{(100 - \text{TM}) / (100 - \text{Eq. Moisture})\} \times \text{Eq. Ash \%}$$

The monthly yield % for a particular month will be calculated as under:-

100 – [(difference between the analysed Ash (ARB) content of RoM coal by CIMFR on monthly weighed average basis and guaranteed ash content of washed coal on ARB basis i.e. 34%) x Quoted YRF]

The yield for respective Declared Grades will be quoted in Price Bid based on Quoted YRF.

Railway Sanction will be obtained on the basis of yield quoted in Price Bid Sheet.

Penalty on account of Higher Ash%

In case the Weighted average monthly Ash% (ARB) received is more than 34%, then penalties shall be applicable as follows:

- **If Ash% (ARB) received at TSPL is higher than 34% but up to 1%:**
For 1% increase in Ash% above 34 %, monthly yield (as per Clause No. 3 B) will be increased by YRF on pro-rata basis.
- **If Ash% (ARB) received at TSPL is higher than 35% by up to 38%:**
Every 1% increase in Ash% above 35%, corresponding monthly yield will increase by Yield Factor as per (as per Annexure 1 Serial No. 2 of technical parameters) on pro-rata basis and penalty on Beneficiation charges will be calculated as below:

Monthly weighted average Ash % (ARB)	Beneficiation Charges to be paid
35% - 36%	After deduction of Penalty of 25%
36% - 37%	After deduction of Penalty of 50%
37% - 38%	After deduction of Penalty of 75%

In case the monthly weighted average Ash% is higher than 38%, then no beneficiation charges will be paid and the entire supply will be treated as Raw coal. There will be no Bonus for lower Ash & no Yield reduction.

Penalty on account of Excess TM% (Excess TM adjustment)

Guaranteed TM for Rakes received in a month: Monthly weighted average TM% of raw coal as per CIMFR/TPA + 1%

In case the weighted average of Total Moisture (ARB) of Beneficiated Coal received in a month exceeds the Guaranteed TM, then the adjustment in weight shall be done on pro-rata basis, i.e. the weight of washed coal shall be reduced by the same %age by which the total moisture in Washed coal exceeds Guaranteed TM (ARB).

The Weight correction for higher Total Moisture (ARB) of Beneficiated Coal shall be worked out as under:

Weight Correction (MT) Quantity=

$$\frac{(\text{TM (ARB) of Washed Coal} - \text{Guaranteed TM ARB of Washed Coal}) \times \text{Beneficiated Coal received in month}}{100}$$

The chargeable beneficiation (washed) coal quantity of the month for which payment shall be made shall be worked out from the beneficiation coal quantity less the weight correction. Railway freight for the corrected quantity shall be recovered from the contractor.

Weight correction quantity will be recovered from the Contractor. There will be No Bonus for less TM%.

Railway freight recovery due to High TM%

Railway freight recovery will be done on High TM received on Monthly weighted average basis.

For Example:

A: Total TSPL received weight = 100 MT

B: A after Excess TM adjustment: 98 MT

C: Railway freight (including Basic, DPC, DS, GST, etc. whichever applicable)

D: Incremental Railway freight incurred by TSPL & to be recovered: $(A-B) \times C$

In case $D \leq 0$, there will be no obligation of either of Party on account of this Clause.

Penalty on lapsed quantity of Coal

The washery operator will materialize 100% quantity of the Delivery Order within the stipulated time and in case if the said quantity is lapsed, then penalty shall be as under:

- If Lifted quantity between 95 to 100% of DO quantity then penalty shall be as per mutual discussion based on specific facts of the case.
- If Lifted quantity is less than 95% of DO quantity then penalty for the lapsed quantity will be 15% of the basic notified price of that DO.

Further in case the DO quantity gets lapsed due to unavailability of coal at MCL mine, then the penalty shall not be loaded on the bidder on submission of documentary proof from MCL towards the same.

Penalty on Under-loading and Over-loading charges imposed by Railways

Penal freight on account of overloading of the wagons/rakes if charged by the Railways at any time then normal rail freight of overloaded quantity will be borne by TSPL and balance penal freight shall be borne in the ratio of 50:50 by TSPL and Contractor.

The Contractor shall endeavor to minimize under loading charges/dead freight. However Under loading charges will be shared in the ratio of 30:70 by TSPL & Contractor respectively.

Under-loading charges for the Rake: Freight per Tonne x (Chargeable Weight – RR Weight)

Recovery of loading point Railway Demurrage

Any Demurrage charges levied by Railways at rake loading end shall be borne by the Contractor. In case the same is imposed by Railways in TSPL's RR, the same shall be recovered from Contractor's Bills.

Penalty on Raw Coal shortfall quantity

In case the shortfall quantity is more than the rake load quantity, then penalty at the rate of 1.5 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

In case the shortfall quantity is less than the rake load quantity, then penalty at the rate of 1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

Quality Management

Contractor must indicate comprehensive details of Quality Management at Washery premises.

Cap on Penalties

Monthly Cap of 50% of monthly Beneficiation Charges for respective month for Railway freight recovery due to High TM, Penalty on lapsed quantity, LD, Underloading, Overloading.

ANNEXURE-I: PRICE BID FORMAT (to be submitted separately for Declared grade coal)

Name & Location of Washery:

Bidder is required to give his firm technical parameters given below:

S. No.	Parameter	Value
1	Bid quantity offered on monthly basis (MT)	To be quoted by Bidder
2	Yield factor (YRF) for every 1% Ash (ARB)	To be quoted by Bidder
3	Guaranteed Monthly Weighted Average Ash % (ARB) measured at TSPL	To be quoted by Bidder. However value should be $\leq 34\%$
4	Basic Yield, for washing the coal to 34% Ash (ARB) (Corresponding Ash% (ARB) to be specified)	To be quoted by Bidder
5	Indicative GCV (ARB) of beneficiated Coal	To be quoted along with back-up sheet linked with Base Coal Ash & GCV
6	Maximum limit of fineness below 2 mm size in Washed coal (One of the evaluation criteria)	To be quoted by Bidder

Assuming that the coal shall be supplied by MCL on Colliery declared grade, Bidder is required to indicate above guaranteed technical parameters and also to quote his firm rates for various jobs as under:

S. No.	Particulars	UOM	Basic Price (A)	GST (B)	Total Price with GST (A) + (B)
1	Beneficiation charges	PMT of Raw Coal			
2	Transportation charges from Mine to Washery (Name of Mine to be specified) including unloading of coal at Washery	PMT of Raw Coal			
	Indicative distance	Kms			
3	Transportation charges from Washery to Loading Railway Siding	PMT of Washed Coal			
	Loading of Washed Coal into rakes	PMT of Washed Coal			
	Indicative distance	Kms			
4	Rebate for rejects	PMT of Raw Coal			
5	Any other charges, if any. Please specify.	PMT of Raw/Washed Coal			
6	Loading Railway Siding (with Alpha Code)	-			
7	Railway freight distance from above loading siding to MTSS Siding	Kms			
8.1	Railway freight for above distance as per Railway notified freight chart, inclusive of Busy Season & Development surcharge, GST, etc. as applicable.	PMT of Washed Coal			

8.2	Railway freight for above distance as per Railway notified freight chart, exclusive of Busy Season & Development surcharge, GST, etc. as applicable.	PMT of Washed Coal			
-----	--	--------------------	--	--	--

Note:

1. The Bids will be evaluated on the landed price of Washed Coal (Rs./Indicative GCV) at the TSPL.
2. In case of multiple mines, please specify rates separately for all mines.
3. Taxes and Duties as per as per Clause No. 4 of Volume II.
4. Railway freight to be paid by TSPL to Railways at actuals.

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 other than those specified in the Cover letter.
- 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 180 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. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

We undertake, if our Bid is accepted, to commence work for 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:

Note: In case of any deviation from any Clause mentioned in the Bid document, it needs to be clearly mentioned in the Covering letter.

ANNEXURE-II: COVERING LETTER

Ref No. and Date :

Bidder's Name and Address:

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

Dear Sirs,

Sub: Bidding Document No. _____ for Beneficiation of up to 25 Lacs MT/Unit for TSPL.

1. We hereby submit Bids for 'Supply of up to 25 Lacs MT/Unit of Beneficiated Coal for TSPL Power Plant as outlined in the Bidding Documents of Talwandi Sabo Power Limited'.

We have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions covered in the Bidding Documents issued by Talwandi Sabo Power Limited, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical Specifications, Scope of Work and Terms and Conditions covered in the Bidding Documents. We declare that work will be executed strictly in accordance with requirement and Bidding Document provisions (Please mention deviations, if any).

2. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:
 - i. Signed copy of Bid Document as token of acceptance of the terms.
 - ii. Power of Attorney/Board Resolution in favour of Authorized Signatory for signing the Bid.
 - iii. Bank Guarantee No: Dated _____ issued by _____ (Name & Address of issuing Bank) for Rs. _____ valid up to _____ towards Earnest Money Deposit (EMD). *(If EMD submitted through Bank Guarantee)*
 - iv. Certificates from end-users for supplies of quantities.
 - v. Certificate from statutory auditors of Bidder/ Consortium Member for handling.
 - vi. Price Bid Submission form in Envelope Part-III.
 - vii. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst all the Partners.
 - viii. Certificate of Average Annual Turnover of Bidder in preceding 3 Financial Years.
 - ix. Certificate of Average Net Worth of Bidder in preceding 3 Financial Years

3. We further confirm the following

- i. We undertake, if our Bid is accepted, to provide Bank Guarantee for Contract Performance

Security, as per stipulated formats and amounts and within the time specified in the Bidding Documents.

- ii. Issuance of Letter of Intent (if required), along with signing of Agreement with the Successful Bidder subsequently only will constitute the formation of the Contract.

- 4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 180 days from the last date of submission of Bid. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

- 5. We understand that TSPL is not bound to accept the lowest or any other Bid, TSPL may receive.

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

Signature _____

Name _____

Designation _____

Seal

ANNEXURE-III: PROFORMA OF BG FOR EARNEST MONEY DEPOSIT

M/ s. Talwandi Sabo Power Limited

(1980 MW Power Plant)

Village- Banawala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab-151302.

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs. 50,00,000/-

Guarantee cover from:..... To

The undersigned, constituted under thehaving its Head Office at and amongst other places a Branch, at (hereinafter called “the bank”) taking into consideration that M/s.with its Registered Office at.....(hereinafter called the “Bidder”), have received an enquiry for **Services for beneficiation of Coal** for Talwandi Sabo Power Limited, Village-Banawala, Mansa-Talwandi Sabo Road, District-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 Rs./- towards Earnest Money Deposit.

DECLARES:

Hereby to Guarantee irrevocably up to a maximum amount of Rs. 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 Rs.) 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 Contractor, 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 Rs.....
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 _____ day of _____, 2017.

ANNEXURE-IV: PROFORMA OF PERFORMANCE BANK GUARANTEE

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 "Contractor" which expressions shall include its successors and assigns);

WHEREAS, Contractor 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 Contractor 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 :

1. 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 Contract or by reasons of the Party's failure in performance of the Contract 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.
2. 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.
3. Notwithstanding anything to the contrary, TSPL's decision as to whether the Contractor 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 Contractor 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.

4. The decision of TSPL that any sum has become payable shall be final and binding on the Bank.
5. 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.
6. 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 Contract and/or to extend the time for performance by the Party from time to time.
7. 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)

ANNEXURE-V: FORMAT FOR DECLARATION OF BENEFICIATION TECHNOLOGY, TOTAL CAPACITY & SPARE CAPACITY

(ON THE LETTER HEAD OF THE BIDDING COMPANY)

(To whomsoever it may concern)

REF NO:

DATED:

To,

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

Dear Sir,

Sub: Declaration of Beneficiation Technology, Total capacity & spare capacity.

This is to certify that, M/s _____ (Name of Bidder) that following is the technical details of our Beneficiation Plant which is proposed to undertake coal washing for Talwandi Sabo Power Limited (TSPL) by lifting coal from MCL:

1. Name of the Beneficiation Plant :
2. Address of the Beneficiation Plant :
3. Name of the Bidder :
4. Beneficiation Plant Technology :
5. Date of Commissioning :
6. Capacity of the Beneficiation Plant (in terms of Raw Coal) :
7. Spare capacity for TSPL (in MT) :
8. Proof of ownership of Beneficiation plant by the Bidder or proof of tie-up of the Bidder with the Owner of Beneficiation Plant (Ownership structure of the Bidder (in case of JV or consortium, Ownership structure of all the Companies of JV or consortium are required) certified by Statutory Auditor, Any other document can be attached).

Thanking You,

(Signature of Authorized Person With
Name, Designation & Complete Address)

PLACE : _____

DATE : _____

ANNEXURE-VI: END USER CERTIFICATE FOR SUPPLIES OF QUANTITIES

(ON THE LETTER HEAD OF END-USER / PSU's)

(To whomsoever it may concern)

REF NO:

DATED:

To,

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

Dear Sir,

Sub:

This is to certify that, M/s _____ (Name of Bidder) have supplied beneficiated/imported/domestic/blended steam Coal (Please stroke out whichever is not applicable) to us as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

This certificate is issued at the request of M/s _____ (Bidder) for the purpose of participating in the tender.

(Signature of Authorized Person With
Name, Designation & Complete Address)

PLACE: _____

DATE: _____

Note:

1. *Strike off whichever is not applicable

ANNEXURE-VII: FORMAT FOR ANNUAL TURNOVER

Ref No.:

Date:

To,

The Head-Commercial
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 9 of Volume I* of Bidding Document, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that our average Annual Turnover on stand-alone basis during the preceding three financial years as on the last date of Bid submission is not less than INR 60 Crores (Indian Rupees Sixty Crores only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

Sr. No,	Financial Year	Average Annual Turnover		Exchange Rate as on seven days prior to last date Bid Submission
		Amount in Bidder's Currency	Amount in Rs.	
1.	2014 – 15			
2.	2015 – 16			
3.	2016 - 17			

In case 2016-17 figures not available, 3 years may be taken as 13-14, 14-15 & 15-16.

Date:

Signature:

Place:

Name:

Designation:

Seal of Firm

Note:

1. In case the Bid is submitted by a Joint Venture, information as above shall be furnished by the Lead Member.
2. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.
3. This certificate should either be countersigned by Statutory Auditors or may be issued by Statutory Auditors on their Letter head.

ANNEXURE-VIII: FORMAT FOR NET-WORTH

Ref No.:

Date:

To,

The Head-Commercial
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 9 of Volume I* of Bidding Document, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that average Net-worth of our company as on the last date of financial year immediately preceding the last date of Bid submission is as below.

The Details are as under:

Sr. No.	Description	Details (As on last date of preceding financial year of last date of Bid submission)
1	Paid-up share capital (Rs. Crore)	
2	Net-worth (Rs. Crore)	
3	%age of Networth to Paid up share capital	

Date:

Notes:

1. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.
2. In case the Bid is submitted by a Joint Venture, information as above, shall be furnished by Lead Member.
3. This certificate should either be countersigned by Statutory Auditors or may be issued by Statutory Auditors on their Letter head.

ANNEXURE-IX: VENDOR REGISTRATION FORM

VENDOR REGISTRATION FORM

Dear Vendor,

Kindly fill in the following details about your esteemed organization for the updation of our database. We assure you that all information provided by you shall be kept confidential.

CATEGORY (Manufacturer/ Service Vendor / Trader / Dealer etc.)	
--	--

MAJOR PRODUCT / SERVICE	
-------------------------	--

GENERAL INFORMATION

NAME OF THE VENDOR	
--------------------	--

NAME OF THE PROMOTER	
----------------------	--

DATE OF INCORPORATION	
-----------------------	--

STATUS OF THE VENDOR (Proprietary / Private Limited / Partnership / Public Limited / Others)	
--	--

ADDRESS FOR CORRESPONDENCE

HOUSE NUMBER & STREET	
-----------------------	--

CITY	
------	--

POSTAL CODE	
-------------	--

STATE	
-------	--

TELEPHONE NUMBER	
------------------	--

FAX NUMBER	
------------	--

REGISTERED OFFICE

HOUSE NUMBER & STREET	
-----------------------	--

CITY	
------	--

POSTAL CODE	
-------------	--

STATE	
-------	--

TELEPHONE NUMBER	
------------------	--

FAX NUMBER	
------------	--

<u>FACTORY / WORKS</u>	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
COUNTRY	
TELEPHONE NUMBER	
FAX NUMBER	
COMPANY WEBSITE	-
Do you Fall under Micro Small and Medium scale enterprise, if yes please provide certificate	-
<u>CONTACT PERSON DETAILS</u>	
NAME	
DEPARTMENT	
DESIGNATION	
MOBILE NUMBER	
E-MAIL ID	-
ALTERNATE E-MAIL ID	-
TAXATION DETAILS	
INCOME TAX NUMBER (PAN)	
EXCISE REGISTRATION NUMBER	
EXCISE RANGE	
EXCISE DIVISION	
EXCISE COMMISSIONERATE	
TIN NUMBER	

VAT / CST NUMBER		
SERVICE TAX REGISTRATION NUMBER		
BANK DETAILS		
BANKER'S NAME		
BANK BRANCH		
HOUSE NUMBER & STREET		
CITY		
POSTAL CODE		
STATE		
BANK ACCOUNT NUMBER		
IFSC CODE (Please get this code from your bank branch) (11 Digit)		
FINANCIAL DETAILS		
FINANCIAL YEAR	GROSS TURNOVER	NET PROFIT
2011-12		
2010-11		
2009-10		
* Kindly specify the figures in INR Crores and enclose the audited financial reports for the same		
QUALITY SYSTEM INFORMATION		
PERSON RESPONSIBLE		
DESIGNATION		
TELEPHONE		
FAX		
MOBILE		
E-MAIL	-	

TECHNICAL COLLABORATIONS (Indigenous / Foreign / NA)	
TECHNICAL PARTNER	-
CONTACT PERSON NAME	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
TELEPHONE NUMBER	
FAX NUMBER	
MOBILE NUMBER	
WEBSITE ADDRESS	

REFERENCES

LIST YOUR TOP FIVE CLIENTS	

HAVE YOU/ YOUR SISTER CONCERN EVER WORKED WITH ANY OF THE VEDANTA GROUP COMPANY* (Yes / No) (If yes, please enclose the order copies)	
---	--

HAVE YOU/ YOUR SISTER CONCERN EVER BLACKLISTED IN ANY OF THE VEDANTA GROUP COMPANY* (Yes/ No) (if yes, state reason)	
--	--

AFTER SALES SERVICE**NEAREST SERVICE LOCATION**

HOUSE NUMBER & STREET

CITY

POSTAL CODE

STATE

CONTACT PERSON NAME

PHONE NUMBER

SKILLED MANPOWER STRENGTH

FACILITIES AVAILABLE

CUSTOMER SUPPORT

DO YOU INFORM YOUR CUSTOMER ABOUT THE FOLLOWING: (please indicate YES / NO)

A) QUALITY CHANGES

B) QUANTITY CHANGES

C) DELIVERY CHANGES

D) PRICE CHANGES

DO YOU KEEP REFERENCE SAMPLES? IF YES, HOW LONG?

DO YOU KEEP TRACK OF NON-CONFORMITIES?

DO YOU HAVE DOCUMENTED PROCEDURES FOR CUSTOMER COMPLAINTS?

HOW OFTEN YOU OBTAIN FEEDBACK FROM CUSTOMERS?
(Monthly / Quartely / Yearly)**MANUFACTURING & PROCURMENT DETAILS**

PRODUCTION CAPACITY

AVERAGE CAPACITY UTILIZATION

BIGGEST ORDER EXECUTED (Please mention value also)

--

ORGANIZATIONAL MANPOWER (NUMBERS)

ENGINEERS

--

SUPERVISORS

--

SKILLED LABOUR

--

UNSKILLED LABOUR

--

PLANNING & MONITORING TOOLS USED

--

MAJOR MACHINERIES WITH MAKE

--

LIST YOUR MAJOR RAW MATERIALS & THEIR SOURCES

a)	
b)	
c)	
d)	
e)	

LIST YOUR MAJOR BOUGHT OUT ITEMS & THEIR SOURCES

a)	
b)	
c)	
d)	
e)	

LIST YOUR MAJOR IMPORTS & COUNTRIES FROM WHERE IMPORTED

a)	
b)	
c)	
d)	
e)	

LIST YOUR MAJOR SUB-CONTRACTORS

a)	
b)	
c)	

d)

OTHERS

Is any of your relatives working in one of the Vedanta Group Companies*? (Yes / No)

If yes, kindly provide the following details

NAME

DESIGNATION

COMPANY

LOCATION

I / We declare that the information furnished above is correct to the best of my / our knowledge.

I / We undertake to inform you at the earliest of any changes in the details mentioned above

AUTHORIZED SIGNATORY

Name:

Seal of the Company

Designation:

***VEDANTA GROUP COMPANIES**

1. HINDUSTAN ZINC LIMITED, (HZL)
2. VEDANTA ALUMINIUM LIMITED, JHARSUGUDA (VAL)
3. VEDANTA ALUMINIUM LIMITED, LANJIGARH (VAL)
4. BHARAT ALUMINIUM COMPANY (BALCO)
5. MADRAS ALUMINIUM COMPANY (MALCO)
6. SESA GOA
6. KONKOLA COPPER MINES (KCM)
7. STERLITE TECHNOLOGIES LIMITED (STL)
8. STERLITE INDUSTRIES INDIA LTD (SIIL)
9. STERLITE ENERGY LTD (SEL)
10. CAIRN INDIA
11. COPPER MINES OF TASMANIA, (CMT)
12. TALWANDI SABO POWER LIMITED (TSPL)