



TALWANDI SABO POWER LIMITED

Tender Specification No: EOI/50/CM/TSPL/2014-15

**Bidding Document and Technical Specifications for Supply of
upto 0.5 MMT Non-Coking Steam Coal**

To

Talwandi Sabo Power Limited, Mansa, Punjab

CONTENTS

CONTENTS.....	2
VOLUME –I	5
INSTRUCTION TO BIDDERS.....	5
1.0. INTRODUCTION	6
2.0. GENERAL INFORMATION.....	6
3.0. BIDDING DOCUMENTS	7
4.0. BID PREPARATION	8
5.0. BID LANGUAGE.....	8
6.0. BID CURRENCY.....	9
7.0. EARNEST MONEY DEPOSIT (EMD)	9
8.0. FORFEITURE OF EMD.....	9
9.0. NO DEVIATION / EXCLUSIONS	10
10.0. PERIOD OF VALIDITY OF BID AND EMD	10
11.0. BID PRICES	11
12.0. SUBMISSION OF BIDS	11
13.0. BID OPENING AND EVALUATION	13
14.0. PRICE BID EVALUATION	13
15.0. AGREEMENT/CONTRACT AWARD CRITERIA	14
16.0. LETTER OF INTENT	14
17.0. PERFORMANCE BANK GUARANTEE	14
18.0. BIDDER OBLIGATIONS.....	15
19.0. QUALIFYING REQUIREMENT	15
20.0. BIDDING BY CONSORTIUM OR JOINT VENTURE	17
21.0. ALLOCATION OF CONTRACT QUANTITY.....	18
22.0. RESOLUTION OF UNFORESEEN SITUATION	18
VOLUME -II.....	19
CONDITIONS OF CONTRACT	19
1.0. DEFINITIONS.....	20
2.0. NOTICES.....	21
3.0. GOVERNING LAWS	21
4.0. TAXES AND DUTIES.....	21
5.0. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT ..	22
6.0. PAYMENTS TO THE BIDDER	22
7.0. TSPL'S CONDITIONS PRECEDENT	23
8.0. SUSPENSION OF OBLIGATIONS.....	23
9.0. FORCE MAJEURE.....	23

10.0. CONFIDENTIALITY	24
11.0. BIDDER'S RESPONSIBILITIES.....	25
12.0. WAIVER OF RIGHTS	26
13.0. LIABILITY OF BIDDER.....	26
14.0. ENFORCEMENT OF TERMS	26
15.0. SUSPENSION OF WORK	26
16.0. TERMINATION	27
17.0. SEVERABILITY.....	27
18.0. DEFENSE OF SUITS	27
19.0. RISK PURCHASE	28
20.0. LEGAL COMPLIANCE	28
21.0. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE	29
22.0. ARBITRATION.....	29
23.0. JURISDICTION	29
VOLUME -III.....	30
TECHNICAL SPECIFICATIONS	30
1.0. INTRODUCTION	31
2.0. SCOPE OF WORK.....	31
3.0. QUANTITY.....	31
4.0. SPECIFICATIONS OF COAL.....	32
5.0. QUANTITY DETERMINATION	32
6.0. QUALITY INSPECTION	33
7.0. ADJUSTMENT ON QUALITY VARIATION	35
8.0. PAYMENT TERMS	37
9.0. TRANSIT INSURANCE	38
10.0. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT	38
11.0. COMPLIANCE WITH STATUTORY ORDERS	38
12.0. ASSIGNMENT	38
13.0. LIQUIDATED DAMAGES (LD)	38
14.0. PERFORMANCE REVIEW	39
15.0. COMPLIANCE CERTIFICATE REGARDING GOI.....	40
16.0. AGREEMENT	40
VOLUME - IV.....	41
ANNEXURE A1	42
PROFORMA OF BG FOR EARNEST MONEY DEPOSIT	42
ANNEXURE A2	44

PROFORMA OF PERFORMANCE BANK GUARANTEE (PBG)	44
ANNEXURE B.....	478
BREAK-UP OF QUANTITY OF NON-COKING STEAM COAL TO BE SUPPLIED	48
ANNEXURE C	489
END USER CERTIFICATE FOR SUPPLIES OF QUANTITIES	49
ANNEXURE D	50
CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR SUPPLIES MADE OF COAL	50
ANNEXURE E	51
TECHNICAL BID SUBMISSION FORM.....	51
ANNEXURE F.....	54
PRICE BID SUBMISSION FORM	54
ANNEXURE G	54
DECLARED BASE PARAMETERS.....	54
ANNEXURE H.....	58
FORMATS - FINANCIAL QUALIFICATION REQUIREMENT	58
ANNEXURE I	63
DECLARATIONS BY AUTHORIZED REPRESENTATIVE	63
ANNEXURE J	64
COMPLIANCE CERTIFICATE.....	64

TALWANDI SABO POWER LIMITED

SUPPLY OF UP TO 0.5 MMT NON-COKING STEAM COAL

BID DOCUMENT

VOLUME -I

INSTRUCTION TO BIDDERS

1.0. INTRODUCTION

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

TSPL invites bids from reputed suppliers for supply of 0.5 MMT Non-Coking Steam Coal (hereinafter referred to as "Coal/Steam Coal") of specifications mentioned herein, on 'FOR (Free on Rail) destination (TSPL MTSS 03103015) basis' at the Plant. TSPL, therefore, intends to enter into Contract with suppliers for the same.

The scope of work is to supply the Non Coking Steam Coal on FOR (Free on Rail) destination which includes but not limited to carry out all the ancillary activities like coordination, arranging transportation from respective mines/siding, dispatch clearances, handling, storage, coordination with all Govt./Semi Govt. agencies or other instrumentalities whose approval are required in this regard, railways ,any statutory clearances, arranging railway rakes, loading into rakes, transportation and delivery at the Plant; except for unloading of Coal at unloading station of Power Plant end from rail wagons which shall be arranged by TSPL. The bidder(s) shall obtain all necessary and related statutory clearances applicable for supply of such Coal from the concerned authorities at its own cost.

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.

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, and in such case no

Bidder /intending Bidder(s) shall raise any claim arising out of 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 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 of submission of queries by the bidders	13.02.2015
2	Issue of clarifications/ amendments by TSPL	14.02.2015
3	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	19.02.2015 latest by 11.30 AM
4	Opening of EMD (Envelope-I)	19.02.2015 by 01.00 PM
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	19.02.2015 by 01.00 PM
6	Price bid opening (only for qualified bidders) (Envelope-III)	19.02.2015 by 03.00 PM

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

3.0. BIDDING DOCUMENTS

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

- Instruction to Bidders (ITB) - Volume-I
- Conditions of Contract- Volume-II
- Technical Specifications- Volume-III
- Annexure/Formats/Forms - Volume-IV
- 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 PREPARATION

- i. Bidders have to submit the bids complete in all respects with requisite and complete information, certificates, annexures and bid proposal sheets. Bids shall be free from any ambiguity, cutting or overwriting. Any such correction must be signed/initialed by any person(s) who is authorized representative to sign the bid.
- ii. The Bid shall contain the name, designation, phone, e-mail, Fax nos. & place of business of the Authorized Representative and shall be signed and sealed by the Bidder with usual signature
- iii. The Power of Attorney in favour of the Authorized Representative, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder(s) during the full period of its validity, is to be submitted with the Bid as per the specified formats.

5.0. 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.

6.0. BID CURRENCY

The bidder shall quote the prices in INR currency as per Price Bid Submission Form provided in *Annexure F of Volume IV*.

7.0. EARNEST MONEY DEPOSIT (EMD)

The bidders are required to deposit the Earnest Money of Rs. 1 Crore through Bank Guarantee (as per ANNEXURE-A1) 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)

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

8.0. FORFEITURE OF EMD

The EMD may be forfeited under the following circumstances:

- 1) If the bidder withdraws its bid during the period of Bid validity (unless the withdrawal is in compliance with *Clause 12.0-(iii) of Volume I*.

- 2) If the bidder does not accept the arithmetical correction of its bid price.
- 3) If the bidder refuses to withdraw, without any cost to TSPL, any deviation from its offer.
- 4) In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Performance Bank Guarantee, in accordance with relevant clause of Performance Guarantee as mentioned in *Clause 17.0 of Volume-I*.
- 5) In the event of the Bidder giving any false declaration, misrepresentation of facts and information or withholding any information that has material impact on the performance required under the Contract.

9.0. NO DEVIATION / EXCLUSIONS

Bidders shall note that no deviations or suggestive bids are allowed as per the terms and conditions of the Bidding Documents.

In case TSPL finds some deviations in the bid submitted, TSPL reserves its right to seek details from the bidder. TSPL opinion with regard to the appropriateness of the bid submitted, shall be final & binding on respective bidders.

10.0. PERIOD OF VALIDITY OF BID AND EMD

The Bidder shall ensure that its bid initially remains valid and open for acceptance for ninety (90) days from the last date of submission of bid.

TSPL reserve all right to extend the Bid validity period in such circumstances. TSPL may/may not solicit the Bidder's consent for such extension. The request and responses thereto shall be made in writing by post/courier/email or by FAX followed by post/courier confirmation. When the validity period is extended, the same shall be done without any modification to the bid submitted by the bidder. Failure to extend validity of bid may result in rejection of bid and EMD will be returned by TSPL within 4 (Four) weeks of receipt of communication regarding unwillingness to extend the bid validity.

Initially validity of EMD shall be for the period 6 months. In case Bid validity is extended by TSPL for any reason, time period for EMD will automatically increase in the same proportion.

11.0. BID PRICES

- (i) For quoting the bid prices, the bidder is expected to take into account the requirements and conditions of the Bidding Documents.
- (ii) The quoted prices are to remain valid during the entire currency of the Agreement /Contract, till the complete execution of the subject contract
- (iii) *Bidders shall give the price in the manner and detail as mentioned in the Bid Submission Form as per Annexure F of Volume IV of this Bidding Documents and this price shall be inclusive of all taxes & duties.*

12.0. SUBMISSION OF BIDS

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

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

- 1) Earnest Money Deposit (EMD) of requisite value in the form prescribed in *Clause 7.0 of Volume I*.
- 2) Certificate as per *Annexure J*

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) Power of Attorney/Board Resolution in favour of Authorized Signatory for signing the Bid.
- 2) Certificates from end-users for supplies of coal. (*Annexure C*)
- 3) Certificate from statutory auditors for experience for supply, handling, delivery of non-coking steam coal. (*Annexure D*)
- 4) In the event of a bid by a Consortium/ Joint Venture, the bidders have to submit the Charter/MOU for handling, MOU/Agreement as per *Clause 20.0 of Volume I*.
- 5) Certificate for Financial Qualification Requirements. (*Annexure H*)
- 6) One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

- 7) Technical Bid Submission Form. (*Annexure E*)
- 8) Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.

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

- 1) Price Bid submission form
- (i) The above said envelopes nos. I, II & III shall be kept in an overall outer envelope, which shall be sealed and super-scribed with "Bidder's Name and address". "Due date of Opening" & "EMD/Bid Security details" and lower left-hand corner of the envelope shall indicate "EOI reference & date for supply of 0.5 Million Metric Tons (MMT) of Non Coking Steam Coal ". The Envelope shall be addressed to the following:

Contact Person

Head Commercial-TSPL

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road

Village- Banawala, Distt- Mansa

Punjab-151302, 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.

- (ii) Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by TSPL 24 hours prior to the deadline prescribed for bid submission. The bidder shall provide an original and three copies of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "Bid Modifications-Original[clearly mentioning modification in Technical Bid or Price Bid]" and "Bid modification-Copies" (Clearly mentioning modifications in Technical Bid

or Price Bid). The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "Bid Modifications"

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.

13.0. BID OPENING AND EVALUATION

- a) With respect to the date notified for opening of bids, the first envelope comprising the Earnest Money Deposit (EMD) shall be opened.
- b) For the bidders where contents of EMD envelope are found to be in order and bids are found Responsive, envelope containing Technical Bid will be opened. Bids of other Bidders may be returned without opening. However, opening of the Technical Bid shall not constitute the acceptance of the EMD submitted by the Bidder and the same shall be subject to verification/realization.
- c) Bidder's Authorized Representative may attend the opening of Bids.
- d) Thereafter, Technical Bids will be evaluated by TSPL as per the schedule indicated and Bidders meeting the Qualification Requirements will be invited to witness opening of Price Bids.
- e) Price Bids will be evaluated as per the criteria defined as per Clause No 13.0 of Volume **1**. Timing for price bid opening shall be communicated separately to technically qualified bidders

14.0. PRICE BID EVALUATION

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

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

The price quoted should be inclusive of all taxes & duties as delivered at the Plant & no other charges shall be paid separately

15.0. AGREEMENT/CONTRACT AWARD CRITERIA

The successful bidder, whose bids are found eligible and has offered the lowest landed cost (Rs/1000 GCV) of non-coking steam coal at the plant; as evaluated by TSPL, may be considered for placement of award.

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

Note: It may be noted that TSPL is not bound to award the Contract to the lowest Bidder. TSPL reserves the right to award the contract for whole or part quantities to other bidders at lowest price(s) with an aim to secure availability from multiple sources. TSPL's decision in this matter shall be final and binding on all bidders.

16.0. 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, as per *Clause 16.0 of Volume III* only will constitute the formation of the Contract.

17.0. 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 A2* of Bidding Documents for an amount equivalent to 10% of landed Contract Price of quantity of Coal(exact amount will be indicated by TSPL) mentioned at *Clause 1.0 of Volume 1* (in INR) inclusive of Taxes and Duties 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 Contract 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 Contract 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, at its option, may call for revised Price Bids from all the qualified Bidders.

18.0. BIDDER OBLIGATIONS

- (i) The Bidder shall perform the Supplies / Services and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and 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.

- (ii) TSPL shall not be responsible at any point of time for any extra cost incurred by the Bidder towards fulfillment of the contractual conditions.

19.0. QUALIFYING REQUIREMENT

- 19.1. The Qualifying Requirement for the Bidders for this tender shall be as under:
 - A. The Bidder should be a regular supplier of bulk quantities of Non Coking Steam Coal having supplied minimum of 0.1 MMT of any type of Non Coking Steam Coal, in any one financial year during last three financial years.
 - B. The bidder should have supplied non coking steam coal of minimum of 0.1 MMT in any of the last three financial years directly and Auditor's Certificate in original from their statutory auditors in the format prescribed at *Annexure D*.

- C. *And the bidder should have handled Coal Cargo for minimum quantity of 0.1 MMT in last financial year as supported by auditors' certificate.*
- D. Financial Qualification Requirement:
1. The Average Annual Turnover (on stand-alone basis) of the Bidder in the preceding three (3) financial as on the last date of Bid submission shall not be less than INR 75 Crores (Indian Rupees seventy five Crores only) or in equivalent foreign currency.
 2. Net worth of the Bidder as on the last date of the financial year immediately preceding the last date of Bid submission shall be at least 25% of paid up share- capital and shall not be less than INR 30 Crores (Indian Rupees thirty Crores). In case a bidder with Net worth below than 30 Crores intends to quote, he shall not be allowed to quote for a value more than 3 times of his net worth as upper limit of bidding subject to total net worth not lower than 10 Crores
 3. The unutilized Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to last date of Bid submission, duly certified by Bankers, shall not be less than INR 25 Crores (Indian Rupees Twenty Five Crores) or in equivalent foreign currency. In case a bidder with unutilized Line of Credit below than 25 Crores intends to quote, he shall not be allowed to quote for a value more than 3 times of his unutilized line of credit as upper limit of bidding subject to unutilized line of credit not lower than 10 Crores

Please note that lower of the Net worth & unutilized line of credit shall be considered for upper limit of bidding. Further In case the bidders are not meeting the Criteria of net worth and Line of credit as mentioned above i.e. Rs 30 Crore and Rs 25 Crore respectively then in such case bidders are required to submit the EMD of Rs 1 Crore.

4. The Bidder shall furnish his audited financial statements on stand-alone basis and in case the Bidder is not able to furnish the same, the un-audited unconsolidated financial statements of the Bidder shall be acceptable provided the Bidder furnishes the following documents as well:

- a) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company.
- b) Certificate from CEO/ CFO of the Holding Company stating the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

In cases where audited results for the preceding financial year as on the last date of Bid submission are not available, certification of the financial statements from reputed Chartered Accountant shall be considered acceptable.

19.2. 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.

19.3. Qualification threshold in Clause 19.1D may be lowered at the discretion of TSPL to ensure wider participation.

20.0. BIDDING BY CONSORTIUM OR JOINT VENTURE

In case the Bid is submitted by two firms under a Joint Venture or Consortium, the following requirements shall be complied with:

- 1) Partners of the Joint Venture/Consortium shall be liable jointly and severally for discharge of the obligations under the Bidding Documents and execution of the Contract in case of award of Contract. A copy of the legally binding Agreement/MOU among partners with relevant clause to this effect shall be submitted along with the Bid.
- 2) All the documents under the Bid shall be signed by Lead Member who shall be duly authorized by the other partner through a Power of Attorney to execute the document on behalf of the Joint Venture/Consortium.
- 3) Any one of the partners of Joint Venture/Consortium may fulfill any of the Qualifying Criteria .at Clause 19.0 of volume I

21.0. ALLOCATION OF CONTRACT QUANTITY

TSPL, at its option may award the Contract on one or more Bidders.

22.0. RESOLUTION OF UNFORESEEN SITUATION

Every possible care has been taken by TSPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized TSPL to consider such situation as and when it arises or is brought to the notice of TSPL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC).

TALWANDI SABO POWER LIMITED

SUPPLY OF UP TO 0.5 MMT NON-COKING STEAM COAL

BID DOCUMENT

VOLUME -II

CONDITIONS OF CONTRACT

1.0. DEFINITIONS

When used in this Bid document the following terms shall have the meanings specified in this Section 1.0 but not specifically defined, such term shall be used herein shall have the following meaning:

- (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 the *Clause 3.0 of Volume I*.
- (c) **"Confidential Information"** means all information in which a party has 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 Contract, together with all the documents referred to therein such as this Bidding Document.
- (e) **"Bidder/ Successful Bidder"** shall mean Party selected to perform the Work under 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 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 (INR).
- (k) **"Non-Coking Steam Coal"** shall mean and include "Non-coking Steam Coal "

- (l) **"Party"** means TSPL or Bidder, as the case may be, and "Parties" means both of them.
- (m) **"MT/Ton/Tonne"** means Metric Tonne which is equivalent to 1000 Kg.
- (n) **"Personnel"** mean persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (o) **"Responsiveness"** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (p) **"Base parameters"** are the parameters that has been specified in clause 4.0 of volume –III Technical specifications
- (q) **"Declared Base Parameters"** are the parameters that shall be submitted by the Bidder in the bid against the tender
- (r) **"Services/Works"** means the work to be performed by the Bidder pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- (s) **"Payable amount"** means amount to be paid by TSPL after all deduction and penalties.

2.0. NOTICES

Any notices, demands and other communications required or permitted to be given pursuant to this Contract shall be in writing, sent by certified mail, receipt requested or by, Email, courier or by facsimile, to the addresses of the parties set forth in the title.

3.0. 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.

4.0. TAXES AND DUTIES

The Bidder 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. Further, all levies and duties payable under Subject Package

shall be the liability of the Bidder

In case of any change in Law/Management requirement, any documents required for supporting taxes/duties shall be furnished by the Bidder.

5.0. 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.

6.0. PAYMENTS TO THE BIDDER

6.1. Payment will be made to the account of the Bidder by TSPL, according to the payment terms stated at *Clause 8.0 of Volume III*, based on the certification by authorized Personnel at the Plant. The payments shall be processed by TSPL after the conditions listed for such payment have been met, and the Bidder has submitted an invoice to TSPL specifying the amount due.

6.2. The payments shall be made directly to the Bidder by TSPL.

6.3. Payment shall be made in INR only

6.4. The Bidder shall abide by all the statutory requirements like PAN registration, TIN No registration etc.

6.5. The payments shall be restricted to net adjusted quantities for which Contract will be awarded. If the net adjusted quantities delivered are more than the quantities mentioned in the awarded Contract, then for excess quantities supplied, no extra payments shall be admissible unless otherwise agreed to by TSPL in writing.

6.6. Further, Bidder shall be required to comply with the requirements as laid down by

RBI/Government from time to time.

7.0. TSPL'S CONDITIONS PRECEDENT

The obligations stipulated in this tender are as per PSERC conditions and in case of any change in the interim period till contract execution, same shall be applicable to this tender document/contract and the terms of this bidding documents shall stand modified to the extent prescribed by PSERC.

8.0. SUSPENSION OF OBLIGATIONS

The obligation stipulated in the Bidding Documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in *Clause 9.0* below or as the result of an agreement between the Parties. In the event of Force Majeure, neither of the Parties may be considered in default of his obligations under the terms of the Contract/Agreement.

9.0. FORCE MAJEURE

Force Majeure includes 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 ionising 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 Bidder, sub-Bidders or their agents
 - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (d) Strikes or labour 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's:
 - a. Negligent or intentional acts, errors or omissions;
 - b. Failure to comply with an Indian Law; or
 - c. Breach of, or default under this Agreement.

10.0. CONFIDENTIALITY

10.1. 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.

10.2. 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.

11.0. BIDDER'S RESPONSIBILITIES

The Bidder shall conduct all contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, or in accordance with best industry practices. The Bidder 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 Bidder 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 Bidder or his Personnel and from any illegal use of any resources by the Bidder. In particular, the Bidder 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 Bidder assumes primary responsibility for all the jobs for the execution of the Contract in accordance with relevant provisions of this Bidding Document.

12.0. 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.

13.0. LIABILITY OF BIDDER

Neither the payment made by TSPL nor any extension of time for execution of the works granted by TSPL, shall affect or prejudice the rights of TSPL against the Bidder or relieve the Bidder of his obligations for the due performance of the Contract, or be interpreted as approval of the works done or discharge the liability of the Bidder for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify TSPL.

14.0. 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 herein 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.

15.0. SUSPENSION OF WORK

15.1 The Owner may suspend the work in whole or in part at any time by giving Bidder 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 Bidder shall stop all such work, which the Owner has directed to be suspended with immediate effect. The Bidder shall continue to perform other work in terms of the Contract, which the Owner has not suspended. The Bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

15.2 During suspension, the Bidder shall be entitled to receive from the Owner appropriate adjustment for Completion Schedule only.

16.0. TERMINATION

Notwithstanding anything herein above contained, in the event of Bidder 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 Bidder 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. Bidder 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) months without assigning any reason. The Bidder shall stop the performance of the Contract from the date of termination and hand over all the documents as desired by TSPL. TSPL shall pay to the Bidder 100% (one hundred percent) of the cost for the material supplied to the TSPL Plant by the Bidder till the date of termination as compensation. No consequential damages shall be payable by the Owner to the Bidder in the event of such termination.

TSPL reserve right to cancel this contract and/or the revise delivery schedules without assigning any reason and/or without in any manner incurring any liability on TSPL.

17.0. 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.

18.0. DEFENSE OF SUITS

If any action in court is brought against TSPL for the failure or neglect on the part of the Bidder 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 Bidder, their agents, representatives or their sub-Bidders, suppliers or employees; the

Bidder shall in all such cases indemnify and keep TSPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

19.0. RISK PURCHASE

In the event of any failure on Supplier 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/Bidder; or
- c) Cancel the Contract and get the Material/Equipment / Goods from any other agency at the risk and cost of the Supplier/Bidder.

20.0. LEGAL COMPLIANCE

20.1. The bidder shall ensure that his execution of the contract as well as the facility provided by him comply to 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.

20.2. 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.

20.3. The bidder shall take workmen compensation insurance policy of the Personnel deputed at TSPL premises to enable him/them to discharge various liabilities under workmen compensation act.

20.4. The bidder shall have valid labour license and shall submit the copy of it as and when required by TSPL.

20.5. The bidder shall obtain group insurance policy for the entire contract period for their employees who are deputed in TSPL premises and the same shall be submitted for

verification as and when required by TSPL.

21.0. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE

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

22.0. 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 (or any other place as the parties may mutually agree) 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.

23.0. 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).

TALWANDI SABO POWER LIMITED

SUPPLY OF UP TO 0.5 MMT NON-COKING STEAM COAL

BID DOCUMENT

VOLUME -III

TECHNICAL SPECIFICATIONS

1.0. INTRODUCTION

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

2.0. SCOPE OF WORK

The scope of work includes but not limited to:

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

3.0. QUANTITY

- i. The Bidder shall arrange & transport in suitable sizes to deliver quantity of Coal as specified. The Bidder shall arrange coal in such a way that the landed cost of Coal at the Plant is minimum considering the technical viability of Coal movement by railway from loading origin to the Plant.
- ii. The tentative break-up of quantity proposed to be delivered at the Plant is as per *Annexure B*.
- iii. TSPL reserves the right to change the schedule as per its requirements. However, TSPL shall provide notice of at least fifteen (10) days for such changes. The other provisions, terms & conditions of the Contract and supplier's obligation shall, however, remain unaltered.
- iv. TSPL shall have the option of extending the quantity beyond 0.5 MMT up to 0.2 MMT additional based on the requirement of TSPL. In such case, the

Bidder shall have no objection to supply the extended quantity as per the rates & terms of the agreement.

4.0. SPECIFICATIONS OF COAL

The Non Coking Steam 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
GCV (ARB)	Kcal/Kg	3300 -5700
FC (ARB)	%	22 -42
VM (ARB)	%	< 35
Ash (ARB)	%	< 34
FC/VM Ratio		0.95 - 1.2
TM	%	< 24
IDT	Deg C	> 1200
Sulphur	%	< 0.5
HGI		> 45
Fe2O3		< 15
Na2O		< 0.6
K2O		< 0.5
Fines (Size < 2 mm)	%	< 20

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

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

5.0. QUANTITY DETERMINATION

- i. Quantity determination of non- coking Steam Coal shall be at the Plant. Net adjusted quantity of Coal received at the Plant i.e. quantity worked out after carrying out adjustment due to quality variations with respect to the Base parameters, if any, (as per Clause-7.0 below) will be final and binding for the purpose of payment,
- ii. The Coal delivered shall be weighed at the Plant. The weight recorded by weighing system of TSPL having an electronic printout facility shall be taken

after consideration of empty rake weight and the lower of the weight recorded at TSPL or consigned station weighing system and RR (Railway Receipt) weight shall be taken as final.

- iii. The Coal will be measured weighed rake-wise for determination of quantity.
- iv. It will, be the responsibility of the Bidder to inform the rake arrival time at the Plant end at least 48 hours in advance of rake arrival.
- v. It shall be the responsibility of the Bidder to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on TSPL can be made or be admissible if there is any error in determination of weighted average quality parameters due to erroneous or non-identification of rakes at the Plant.
- vi. The Bidder shall ensure that rakes are delivered to the consigned station only i.e. TSPL Coal Handling Plant. In case the rakes are diverted by the railways for any reason(s), beyond the control of the Bidder, Bidder shall furnish advance intimation and RR and other necessary details to the concerned station immediately on diversion of rake. The diverted rakes shall not be counted as received by TSPL. However, TSPL shall, as per the discretion of Bidder, either being a consignee claim the refund from the railway authorities for the missing wagons /diverted rakes or provide the required documents to be presented in railways, in favour of Bidder to claim such refunds. TSPL on realizing any such claim shall pass over the same immediately to the Bidder without any extra liability to TSPL.

6.0. QUALITY INSPECTION

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

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

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

Coal samples at the Plant shall be drawn rake wise and prepared for analysis by

TSPL representative or Independent inspection agency (IIA) appointed by TSPL. Such quality analysis sample drawn and prepared shall be divided into three (3) parts within one (1) day of its collection and shall be distributed as follows:

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

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

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

For adjustments in quality of Coal received at the Plant pursuant to *Clause 7.0 below*, test results of TSPL shall be considered. TSPL will submit the analysis/test report to bidder within 45 days from date of receipt of rake. Accordingly bill submitted by bidder will be acknowledged by TSPL either on date of submission of analysis report to bidder or maximum of 45 days whichever is earlier.

In case of any dispute, due to variance in test results of IIA and TSPL beyond the limits permissible under relevant ASTM (except for TM), TSPL shall forward the referee sample to the third party laboratories having facilities for Coal analysis as per ASTM/ IS methods and are under Council of Scientific and Industrial Research (CSIR) or Government owned/ Government approved or has the accreditation of National Accreditation Board for Testing and Calibration Laboratories (NABL), Department of Science and Technology, India for analysis. It is specifically agreed that the analysis results of such referee sample by the above stated third party shall be binding on both Parties and the cost of testing of the referee sample shall be borne by the Bidder. If no dispute is raised by the Bidder within five working

days after receipt of TSPL report or ten days after distribution of samples whichever is later, no request for consideration of referee sample shall be accepted. In such a case analysis report of TSPL shall be binding on the Bidder for the purpose of payments.

7.0. ADJUSTMENT ON QUALITY VARIATION

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

i. Total Moisture {As Received Basis (ARB)}

If the actual Total Moisture as per sampling / analysis through joint analysis process at the Plant varies from the Declared Base Total Moisture of Coal, the adjustment in weight shall be done as mentioned below:-

For example, for X% increase over the Base Total Moisture, the total weight will be reduced by 1.2X%. The decrease in Total Moisture below the Base value shall be ignored.

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

1) If received GCV (ARB) deviates from Quoted GCV within +/-200 Kcal/Kg, then the revised coal price shall be derived as follows-

$$D = A * C / B$$

Where

D = Derived Coal Price

A = Total Quoted Landed Price

B = Quoted Indicative GCV (ARB)

C = Received GCV (ARB)

2) If the received GCV(ARB) is beyond (-) 200 Kcal/Kg from Indicative GCV, then the derived coal price shall be derived as follows:

$$D = A * C / B - A * (B - C - 200) / B$$

If the GCV of coal delivered at the Plant is above the permissible range of GCV (+200 Kcal/Kg), the portion above shall be ignored for above calculations.

Where

D = Derived Coal Price

A = Total Quoted Landed Price

B = Quoted Indicative GCV (ARB)

C = Received GCV (ARB)

3) If received GCV (ARB) is less than lower specified limit as mentioned in *Clause 4.0 above*, then no payment shall be admissible for receipt of such coal rakes.

iii. **Ash**

If received Ash content as per sampling/ analysis by TSPL at the Plant end exceeds the Declared Base Ash content, then the following penalties shall be levied:

1. For Ash content more than 34% but less than or equal to 35% then 10% of the Total Quoted Landed Price shall be recovered from the payment of respective rake.
2. For Ash content more than 35% than 90% of the Total Quoted Landed Price shall be recovered from payment of the respective rake.

iv. **Initial Deformation Temp. (under reducing temperature)**

- 1) If received IDT (under reducing temperature) is less than lower specified limit as mentioned in *Clause 4.0 above*, then penalty of 90 % of Total Quoted Landed Price shall be admissible for receipt of such coal rakes.

v. **Adjustment on quality variation within the range other than the parameters indicated above**

After adjusting the received quantity at the Plant for quality parameters as above, if it is found that the adjusted quantity is higher than the Net invoiced quantity, the payment shall be restricted to net invoiced quantity. In case the adjusted quantity at the Plant is lower than the Net invoiced quantity, the

adjusted quantity at Plant shall prevail for the purpose of payment

In case of unacceptable variation in the specified parameters as in *Clause 4.0* other than mentioned in *Clause 7.0* for quality adjustment, TSPL reserve right to consider any such rake as rejected and no payment shall be permissible for receipt of such rakes.

8.0. PAYMENT TERMS

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

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

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

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

Documents to be submitted:-

- i. Submission of Invoice in quadruplicate duly certified by TSPL for receipt of Supplies at TSPL site.
- ii. Submission of Bank Guarantee towards Contract Performance Security which shall be submitted (as per Clause 17.0 of volume I of this Bidding Document) after award of Contract

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

9.0. TRANSIT INSURANCE

All kind of applicable insurance during the supply of Coal to TSPL Plant shall be to Bidders' account. TSPL shall in no way be responsible for any claims/losses incurred by the Bidder before the delivery of Coal at TSPL Plant. TSPL reserve right to ask for any such document if necessary.

10.0. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT

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

11.0. COMPLIANCE WITH STATUTORY ORDERS

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

12.0. ASSIGNMENT

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

13.0. LIQUIDATED DAMAGES (LD)

LD shall be imposed for delays beyond delivery schedule in supply of Coal. The Bidder shall ensure the delivery of consignment at the Plant as per schedule given by TSPL.

In case of any delay, (other than those due to Force Majeure) Liquidated Damages (LD) will be charged @ 1/2 % (One half of the one percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 10% (ten percent) of the Total Contract Price inclusive of taxes & duties.

In case of non-performance of the entire Contract or part thereof, the LD will be levied on the un-executed portion of the Contract at 10% (ten percent) of unexecuted Contract value.

The month wise dispatch/shipment schedule furnished by TSPL shall be considered for the purpose of levy of LD. LD would be recovered from any amount retained by TSPL, payments due to Bidders or recovered from BGs.

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

14.0. PERFORMANCE REVIEW

TSPL, reserves the right to review the performance of the Work under the scope of work described in the Bidding Document at any point of time. The Contract may be terminated/short closed with forfeiture of Performance Bank Guarantee due to, including but not limited to, following circumstances:

- a) Delays in supplies for reasons other than Force Majeure.
- b) Requesting for change of allocation of port, delivery schedule/period etc. after the same has been finalized which would be deemed to constitute refusal to perform the Contract.
- c) Refusal to accept reasonable change in schedule made by TSPL.
- d) Failure to create system to identify rakes at the Plant.
- e) Material breach of any condition of the Contract.
- f) Supply from non-designated mines/suppliers i.e. who have not given authorization in favour of the Bidder at the time of submission of Bids, without express and written permission of TSPL.
- g) Holding TSPL responsible for berthing delays.

15.0. COMPLIANCE CERTIFICATE REGARDING GOI

The Bidder shall issue a compliance certificate as per *Annexure J* for each shipment at the time of submission of invoice to the effect that they have fully complied with the Govt. of India guidelines and its own procurement procedures with due diligence.

16.0. AGREEMENT

The Agreement, entered into subsequently within fifteen (15) days after issuance of Letter of Intent, shall constitute full and complete understanding between the Parties and terms and conditions thereof.. The Annexures listed therein shall be deemed to form an integral part of the Agreement. The Agreement, once signed, shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the Authorized Representative of both the Parties. The Agreement with the Successful Bidder is proposed to remain in force for a period of 6 months (expected initial supply period of 3 months plus 3 months) from the date of signing of Agreement and further extendable, in case TSPL advises the Successful Bidder, based on the progress of execution of Agreement.

VOLUME - IV
ANNEXURES, FORMS & FORMATS

ANNEXURE A1

PROFORMA OF BG FOR EARNEST MONEY DEPOSIT

M/ s. Talwandi Sabo Power Limited

(1980 MW Power Plant)

Village- Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab.

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs 100,00,000

Guarantee cover from:..... To

The undersigned, constituted under 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 **Supply of upto 0.5 MMT Non Coking Steam Coal** for Talwandi Sabo Power Limited, Gram-Banwala Distt-Mansa (Punjab) (hereinafter called the "Principals").

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

DECLARES:

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

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

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

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

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

This Guarantee comes into force from the date of this Guarantee and will remain valid up 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 A2
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 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.

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

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

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

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

We further agree that TSPL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said _____ Agreement and all other written agreement, if any relating to the Contract 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

BREAK-UP OF QUANTITY OF NON-COKING STEAM COAL TO BE SUPPLIED UNDER THE CONTRACT

Name of the Plant: Talwandi Sabo Power Limited

Tentative delivery schedule is given below

Date from LOI	Quantity (Metric Tonnes)
45-75 days	1,25,000
75-115 days	1,50,000
115-145 days	2,25,000

Note: This Coal "Schedule of supply" is only tentative & shall be subjected & adjusted to technical requirements of power generation from TSPL & approval of its off- take, including governing rules & policies for permissible blending as applicable from time to time. In case TSPL requires Coal Deliveries earlier than 45 days, the same will be mutually discussed with the Successful bidder.

*TSPL reserves the right to defer the delivery schedule as long as it is in the bid validity period.

In case bidder is bidding for part quantity, then delivery schedule will remain same as mentioned above.

For Eg.

Bidder quoted quantity(MT)	1,50,000	2,50,000	300,000	400,000	500,000
Date from LOI/Contract					
45-75 days	1,25,000	1,25,000	1,25,000	1,25,000	1,25,000
75-115 days	25,000	1,25,000	1,50,000	1,50,000	1,50,000
115-145 days			25,000	1,25,000	2,25,000

ANNEXURE C
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,
Head Commercial-TSPL
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 steam Coal 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. In case supplies have been made through PSU/s, the certificate from PSU must indicate
2. *Strike off whichever is not applicable

ANNEXURE D

**CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR SUPPLIES
MADE OF COAL**

(ON LETTER HEAD OF STATUTORY AUDITORS)

REF NO:

DATED:

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

Dear Sir,

Sub:

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ having offices at _____. We hereby certify that M/s _____ (Bidder) has supplied steam Coal to end-user (power/ cements/ industrial utilities) directly or through PSU(s) in India as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied (MTs)

SIGNATURE: _____

NAME OF THE PARTNER/ PROPRIETOR MEMBERSHIP NO SEAL OF STATUTORY
AUDITORS: _____

PLACE _____

DATE _____

Note:

1) * Strike off whichever is not applicable

ANNEXURE E
TECHNICAL BID SUBMISSION FORM
Procurement of up to 0.5 MMT of Coal

Bid Ref No. and Date:

Bidder's Name and Address:

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

Dear Sirs,

Sub: Bidding Document No. _____ for procurement of up to 0.5 Million Metric Ton of Non Coking Steam Coal for TSPL Power Plant.

1. We hereby submit Bids for 'Supply of Non Coking Steam 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.

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 in favor of Authorized Signatory for signing the Bid.
 - iii. Certificates from end-users for supplies of non-coking steam Coal.
 - iv. Certificate from statutory auditors for experience for supply of non- coking Steam Coal supplies.
 - v. Certificates from end-users for handling of bulk commodities. Either by Bidder or Consortium Member, whichever is applicable
 - vi. Certificate from statutory auditors of Bidder/ Consortium Member for handling
 - vii. Authorization letter from mine owner
 - viii. Declaration for no deviation or Bid being suggestive, no cross-holding and having submitted a single offer.
 - ix. Price Bid Submission form.
 - x. Declaration for compliance with the rules and regulations of Government.
 - xi. Certificates for financial qualification requirements.
 - xii. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst all the Partners.

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, 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 90 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 F
PRICE BID SUBMISSION FORM

Bid Ref No: and Date:

Bidders Name and Address:

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

Dear Sir,

Sub: Bidding Document No: _____for Procurement of up to 0.5 Million Metric Ton of Non Coking Steam Coal for TSPL Power Plant.

1. Having examined the Bidding Documents No. _____ including its Amendments/Addendums/Corrigenda/Errata and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Steam Coal under the above-named Package: "Procurement of Non-coking Steam Coal for Talwandi Sabo Power Limited Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties)

S.No	Description	Units	In Figure	In words
1*	Quoted Indicative GCV (A)	Kcal/Kg		
2	Total Quoted Landed Price (B)	Rs/MT		
3	Total Quoted Landed Price Rs/GCV (C=B/A)	INR		
4	Total Quantity Offered	MT		
5	Name of Mine /Source of Coal			

* For different GCV & Different source of supply the above table/quote may be submitted for each GCV & Source of supply & comparison shall be made for each quote

We have thoroughly examined and understood the instructions, scope of work and

the terms and conditions etc. covered in the Bidding Documents issued by TSPL, being fully aware of nature and scope of work required.

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

We further confirm the following:

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

2. We further confirm the following:

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

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

Until a formal 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

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

ANNEXURE G
DECLARED BASE PARAMETERS

1. Having examined the Bidding Documents No. _____ including its Amendments/Addenda/Corrigenda/Errata and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, agreed for penalties as per clause 7 of Volume III of this tender for below declared base parameters

S.No	Description	Units	In Figure
1*	Total Declared Base Moisture	%	
2	Total Declared Base Ash	%	
3	Total Declared Base GCV (Indicative)	Kcal/Kg	

*** In such case the landed price comparison among the bidders will be done considering Base Parameters as mentioned in Clause 4.0 of Volume III. However TSPL reserve right to select any such bids by changing the Base Parameters with Declared Base Parameters.*

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:

- a. The penalties mentioned on above parameters are acceptable to us
- b. We further declare that we have not taken any deviation to provisions of Bidding Documents.

ANNEXURE H
FORMATS - FINANCIAL QUALIFICATION REQUIREMENT

1. ANNUAL TURNOVER

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

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 19.0 of Volume I* of Bidding Document, we hereby furnish the following details:

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

Turnover on stand-alone basis during the preceding three financial years as on the last date of Bid submission is not less than INR 75 Crores (Indian Rupees Seventy Five Crores only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

Sr. No,	Financial Year	Average Annual Turnover		Exchange Rate as on seven days prior to last date Bid Submission
		Amount in Bidder's Currency	Amount in Rs.	
1	2009-10			
2	2010-11			
3	2011-12			

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.

2. NET-WORTH

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

We, _____ (Name of Bidder/ Name of Lead Member) confirm that Net-worth of our company as on the last date of financial year immediately preceding the last date of Bid submission is not less than 25% of its paid up share capital and is not less than INR 30 Crores (Indian Rupees Thirty Crores only) (please refer clause 19.0 of volume I in case it is less than 30 crore) or in equivalent foreign currency.

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 Net worth to Paid up share capital	

Date:

Signature:

Place:

Name:

Designation:_____

Seal of firm:

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.

3. UNUTILIZED LINE OF CREDIT

To,

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

Dear Sir,

We hereby confirm that Unutilized Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of our company, duly certified by Bankers, as on a date not earlier than 15 days prior to the last date of Bid submission is not less than INR 25 Crores (Indian Rupees Twenty Five Crores)(please refer clause 19.0 of volume I in case it is less than 25 crore)

The details are as under:

Sr. No.	Description	Amount in Indian Rupees as on
1	Sanctioned Line of Credit	
2	Utilized Line of Credit	
3	Unutilized Line of Credit	

Date:

Signature:

Place:

Name:

Designation:_____

Seal of firm:

Notes:

1. Certificates from the Banker(s) in respect of Unutilized Line of Credit as above to be enclosed along with this Annexure.
2. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

4. PROFORMA OF CERTIFICATE

(TO BE SUBMITTED BY CEO/CFO OF THE HOLDING COMPANY ALONGWITH THE BID)

Ref.: _____ Date: _____

To,

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

Dear Sir,

1. I, M/s _____(CEO of the company / CFO of the company)*, declare that M/s _____(Name of the Holding Company) is the Holding Company of M/s _____ (Name of the Bidder)
2. I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the Bidder as part of the Bid reference no _____ dated _____ have been considered for the purposes of the finalization of consolidated financial statements of the Holding Company as part of the Annual Reports.
3. I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and/or Annual Report of the Holding Company.

Yours faithfully,

(Signature)

Name & Designation: _____

Name of the Company: _____

(Seal of Company)

*(*strike off whichever is not applicable)*

Note:

Such a certificate shall also be certified by the Statutory Auditors.

ANNEXURE I
DECLARATIONS BY AUTHORIZED REPRESENTATIVE
(ON THE LETTER HEAD OF THE BIDDER)

Bidding Document Ref. No.

Date

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

Dear Sir,

Sub: _____

We hereby certify that we have gone through all terms and conditions of the above referred Bidding Documents and hereby confirm the following:

1. Bid submitted by us is in total compliance of the terms of Bidding Documents as per *Clause 3.0, Volume-I* of the Bidding Documents and no deviations and/or suggestive Bids whatsoever are incorporated in our Bid.
2. We have submitted only one (01) Bid and have not submitted price in conjunction with any other Bidder or have not submitted Bid in any other name either directly or indirectly.
3. No member of our Board of Directors and/or its promoters/proprietors have any cross holding/ shareholding directly and/or indirectly in any manner whatsoever with any other participating Bidder in this tender.

We also certify that we do not have any history of defaulting on Contracts.

We further undertake that the entire Work shall be performed as per the terms of the Bidding Documents.

Date:

Signature of Authorized Representative of Bidder
(Name & Designation)

Official Seal/Stamp

ANNEXURE J
COMPLIANCE CERTIFICATE
(TO BE SUBMITTED ALONG WITH SUPPLIES)

This is to certify that we have fully complied with Govt. of India guidelines, including State Governments and Local Bodies, for supply of non-coking Steam Coal to Talwandi Sabo Power Limited and have followed our procurement procedure with due diligence.

Signature and Name of the Authorized Signatory