



***Nabha Power Limited***

Regd. Office: P O Box 28, Near Village Nalash, Rajpura-140401, Punjab, India

**Document No: NPL/EoI/2019-20/035**

*Rev No 0. Dated 7-Jun-2019*



**BID DOCUMENT  
FOR  
SUPPLY OF AGRO RESIDUE BASED TORREFIED BIOMASS PELLETS  
FOR**

**NABHA POWER LIMITED**

**Communication Address:**

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-1762-277251 Ext. 222

Fax +91-1762-277256

E-mail: [Devendra.Arolkar@Larsentoubro.com](mailto:Devendra.Arolkar@Larsentoubro.com)

[Contents](#)

---

**GENERAL TERMS AND DISCLAIMERS**

**VOLUME I. INSTRUCTIONS TO BIDDERS**

- 1. GENERAL INFORMATION**
- 2. QUALIFICATION REQUIREMENT**
- 3. PREPARATION AND SUBMISSION OF BIDS**
- 4. BID OPENING AND EVALUATION METHODOLOGY**
- 5. NEGOTIATIONS AND AWARD OF CONTRACT**
- 6. BID CURRENCY AND VALIDITY**
- 7. EARNEST MONEY DEPOSIT**
- 8. CONTRACT PERFORMANCE SECURITY**
- 9. VALIDITY TABLE**

**VOLUME II**

- 1. PERIOD OF CONTRACT AND ALLOCATION STRATEGY**
- 2. PRICE & PRICE BASIS & IT'S EFFECTIVENESS**
- 3. QUANTITY DETERMINATION**
- 4. QUALITY DETERMINATION**
- 5. COMPUTATION METHODOLOGY FOR SERVICE CHARGE PAYABLE & VARIOUS RECOVERIES/QUANTITY ADJUSTMENTS**
- 6. BILLING AND PAYMENT TERMS**

**VOLUME III SCOPE OF WORK**

- 1. GUARANTEED (BASE) PARAMETERS**
- 2. SCOPE OF WORK**
- 3. TAXES AND DUTIES**

**VOLUME IV ANNEXURES AND FORMS**

**ANNEXURE I: COVERING LETTER**

**ANNEXURE II: POWER OF ATTORNEY**

**ANNEXURE III: FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR FOR FINANCIAL REQUIREMENT**

**ANNEXURE IV -PRICE BID FORMAT**

**ANNEXURE V: VENDOR IDENTIFICATION FORM**

**ANNEXURE VI: CODE OF CONDUCT FOR INTERMEDIARIES INCLUDING CONSULTANTS/ AGENTS/ BUSINESS PARTNERS/ VENDOR**

**ANNEXURE VII: UNDERTAKING FORMATS**

**ANNEXURE VIII: PERFORMANCE CERTIFICATE FORMAT**

**ANNEXURE IX: GENERAL TERMS AND CONDITIONS**

- 1. DEFINITIONS**
- 2. GOVERNING LAW AND JURISDICTION**
- 3. ASSIGNMENTS AND SUBCONTRACTING**
- 4. INDEMNIFICATION**
- 5. CONFIDENTIALITY**
- 6. FORCE MAJURE**
- 7. EVENT OF DEFAULTS**
- 8. COMPLIANCE OF LAWS**
- 9. DISPUTE RESOLUTION AND ARBITRATION**
- 10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES**
- 11. TERMINATION OF CONTRACT**
- 12. BLACKLISTING CRITERIA**

**ANNEXURE X: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY**

**ANNEXURE XI: FORMAT FOR CAPTURING FEEDBACK BY TSC**

**ANNEXURE XII: FORMAT FOR PRELIMINARY INTEREST TO PARTICIPATE IN BID PROCESS**

**ANNEXURE XIII: DELETED**

**ANNEXURE XIV: DELETED**

**ANNEXURE XV: FORMAT CONTRACT PERFORMANCE BANK GUARANTEE**

**ANNEXURE XVI: DECLARATION OF SUBSIDIERIES**

**ANNEXURE XVII: DELETED**

**ANNEXURE XVIII: DELETED**

**ANNEXURE XIX: UNDERTAKING OF WITNESSING QUALITY TESTING**

**ANNEXURE XX: PROOF OF ABILITY/EXPERIENCE**

---

**GENERAL TERMS AND DISCLAIMERS**

---

1. This document is for SUPPLY OF PADDY STRAW AND OTHER RESIDUE BASED TORREFIED PELLETS hereinafter referred as (**Bid Document**). The purpose of this Bid Document is to provide potential Bidders with relevant information to assist the formulation of their Bid and contains the terms and conditions that will be binding on the parties during the execution of the contract. This document is not an offer by Nabha Power Limited (NPL) to the prospective Bidders.
2. This Bid Document is based on material and information available with NPL and in public domain.
3. Though adequate care has been taken to ensure the accuracy, reliability and completeness of the information/facts stated in this Bid Document, the Bidder are advised to conduct appropriate due diligence to assure itself regarding accuracy, reliability and completeness of the said information/facts. Neither NPL, its employees nor its consultants/advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Contract, the information supplied by or on behalf of NPL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Contract.
4. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL, to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
5. Bidders are also required to analyse and assess regarding the type and number of equipment and facilities required for the satisfactory completion of work, **the quantities of various sections of the work**, the availability of local labour, availability and rates of required materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. The Bidder shall be solely responsible to assess any other factors other than the above which may affect the work or cost thereof prior to submission of Bid.
6. Each bidder acknowledges and accepts that by participating in the Bid process, it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.

---

**Prepared by: Manager-FS****Reviewed by: AGM-FS****Approved by: Head FS**

7. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL any time before the due date of opening of the tender. Notice of such change shall be uploaded on NPL's website [www.lntpowerdevelopment.com](http://www.lntpowerdevelopment.com). It is the responsibility of the Bidder to inform itself of such changes.
8. Each Bidder unconditionally agrees, understands and accepts that NPL reserves the rights to accept or reject any or all Bids without giving any reason. NPL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be communicated to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. **NPL also reserves the right as to whether to implement or not to implement the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.**
10. NPL reserves the right to abandon the tender process at any stage resulting in non-award of contract to any party against this tender process. NPL's decision in this regard shall be final and binding on all the bidders and no liability will accrue to NPL for such decision.
11. It shall not be binding on NPL to accept the lowest or any other bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
12. NPL reserves the right to reject any or all of the Bids received without assigning any reasons. NPL shall not be responsible for and shall not pay any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions.
13. Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.
14. In-case of any evidence of cartelization which may be evident by prices being close to one another, behaviour during the process of bidding etc., NPL Tender committee may decide to summarily reject the bid/bids of such bidders. The decision of NPL Tender Committee shall

be final & binding in this respect and no protest/objection shall be entertained. Such bidders may also be blacklisted for future participation in NPL Tenders.

15. Unless otherwise specified, reference to any document that is required to be submitted implies that the same is to be submitted in original.
16. NPL reserves right to award contract(s) at any point of time within the period of validity of prices.
17. Insurance and safety of workers/Employees of contractor is in the scope of contractor.
18. If the contractor fails to execute any job or work assigned to him in part or full leading to Event of Default, NPL may short close the order and award balance work to another bidder/party. In such a case, the differential cost if any, may be recovered from the amount that is payable to the defaulting bidder/party and passed on to the bidder/party to whom the work is assigned at higher price.

**Document number whenever referred, is the reference to latest document**

**Important timelines are as follows:**

<b>Date</b>	<b>Event</b>
04-Jun-19	Publishing of NIT in newspapers
07-Jun-19	Date of availability of Bid document at NPL website
24-Jun-19	Last date for downloading of Bid Document from NPL Website, expressing preliminary interest as per the prescribed format and for receipt of comments/suggestions (latest by 18:00 hrs)
28-Jun-19	Date of uploading revised document on NPL website with changes proposed
08-July-19	Physical Bid Submission Due Date at 11:00 Hrs
08-July-19	Opening of Technical Bids at 11:30 Hrs at Rajpura
09-Jun-19	Opening of Price Bids at 11:00 Hrs at Rajpura (depending upon number of Bidders and time taken for Technical Evaluation)

**Note:**

1. NPL reserves the right to amend the above schedules.
2. Interested parties must express their preliminary interest through the letter as per the specific format by the due date i.e. date for downloading the document. **Revised/amended documents shall be mailed only to such Parties who have expressed interest.** Further participation in the process by any Party who has not expressed interest as per the required Format may not be permitted.

---

## **VOLUME I. INSTRUCTIONS TO BIDDERS**

---

### **I. GENERAL INFORMATION**

---

**Nabha Power Limited (NPL)**, a wholly-owned subsidiary of L&T Power Development Limited has been successfully operating 2X700 MW Super Critical Thermal Power Plant at Rajpura, Punjab since 2014. Efficient and Reliable power from NPL forms the backbone of power supply to the state of Punjab.

NPL has received numerous awards and accolades such as Peabody Global Clean Coal Leadership award for High Efficiency and Sustainability, Mission Energy Foundation for Best Performing Thermal Power Plant, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Greentech Safety Award, Peabody Award for Heat Rate Leadership and Innovation, **IPPAI award for Best Thermal Power Generator**, PEDDA award for Energy Conservation, Mission energy foundation for efficient fly ash management, Greentech Platinum Safety Award-2018, Greentech CSR Gold Award-2018

NPL by virtue of being the lowest cost power producer in the state of Punjab remains on the top of merit order, this has resulted in the plant operating at high Plant Load Factor (PLF); which is amongst the best in the industry.

Coal for this Japanese technology based super critical power plant is being primarily sourced through Linkage from SECL under FSA, executed for 5.55 MMTPA. Bulk of the coal is being sourced through various washeries in state of Chhattisgarh. High grade ROM coal from KR-coalfields of SECL, is also being sourced to operate the plant and supply uninterrupted power throughout the year. NPL has executed tripartite agreement with CIMFR for sampling and testing at the loading end in SECL.

In line with advisory of Central Electricity Authority (CEA), NPL is planning for biomass co-firing in its coal-based power plants.

With the above objective, NPL invites Expression of Interest from interested parties for supply of paddy straw and other agro residue based torrefied pellets to NPL power plant for power generation through biomass co-firing.



**4. QUALIFICATION REQUIREMENT**

	<b>Parameters</b>	<b>Documents Required to be submitted</b>
<b>Qualification Requirements</b>	a. Proof of Ability/Experience	1.The bidder shall submit copies of POs of supplies of similar material along with proof of satisfactory execution of supplies, such as Performance/Completion certificates etc. made by them to other State electricity Boards/State Govt./Govt of India and their institutions/undertaking as per Annexure XX
	b. Turnover and Net worth of the bidder	2. Annexure III certified by statutory auditors supported by documents.

**5. PREPARATION AND SUBMISSION OF BIDS**

**5.1 PREPARATION OF BID: -**

**5.1.1 The main bid proposal envelope shall comprise of Cover-A, Cover-B and Cover -C as under:**

SL NO	Cover	DOCUMENTS TO BE SUBMITTED
1	“A” shall contain in original	i. Price bid as per Annexure-IV of the bid document, appropriately sealed
2	“B” shall contain in original	i. Covering letter as per format (Annex -I). ii.. EMD submission confirmation from NPL / Demand Draft in favour of NPL
3	“C” shall contain in original	Bidders are required to submit following documents: i. Latest version of endorsed Bid documents including all amendments/addendums by the bidder. ii. Power of Attorney in favour of Authorized Signatory. (Annex II) iii. Declaration of subsidiaries (Annexure-XVI) iv. <i>Certificates issued by Statutory Auditors are required against qualification requirement. (Annex III)</i> v. Proof of ability/experience as per Annexure-XX vi. Self-attested copies of POs/Work Order in support of work experience. vii. Memorandum of association (MoA), Article of Association (AoA). viii. Certificate of incorporation and Board Resolution

All of the above should be enclosed in an outer envelope/box (Main Envelope).

**5.2.1** In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, the original document shall prevail. In event of the any computational error, the element wise quoted price shall be considered as correct bid.

**5.3.1** Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected. Any bidder specifying conditions/suggestions may be debarred from participation in the future bid process.

**5.4.1** The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format of Annexure IV. The bid and supporting documents prepared by the bidder shall be in English language. The prices shall be indicated in figures with landed price to be indicated in figures and words.

**5.5.1** Documents shall be legible, and any erasures and other changes shall be countersigned by the Authorized Signatory.

5.2 **SUBMISSION OF BID: -**

5.2.1 Bidders shall submit their Bids at the following address by the date and time mentioned Doc No: **FCS-BID-NPL-02** in Important Timeline.

**Mr. Devendra N. Arolkar**

GM & Head- Fuel Sourcing & Management,

Nabha Power Limited

P O Box 28,

Near Village Nalash,

Rajpura-140401, Punjab, India.

E-mail: [Devendra.Arolkar@Larsentoubro.com](mailto:Devendra.Arolkar@Larsentoubro.com)

5.2.2 The Bidders shall send their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach NPL at the specified address by the Bid Due Date & Time. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.

5.2.3 NPL shall not be responsible for any delay in receipt of the Bids any other reason whatsoever. Any Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, NPL at its discretion may extend the timelines for any reasonable cause.

5.2.4 **Validity of Bids**

The Bids submitted should be valid for acceptance till the date as mentioned in validity table in clause 8 of Vol. I.

The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure IV (as appropriate).

## **6. BID OPENING AND EVALUATION METHODOLOGY**

The Cover B will be opened in the presence of NPL tender committee, Bidder's authorised representative (maximum two persons) and PSPCL representatives (if deputed) as per the timelines specified.

**6.1** Cover "**B**" shall be opened and evaluated for "Responsiveness" as per the following chart:

<b>SL NO</b>	<b>PARTICULARS</b>	<b>YES</b>	<b>NO</b>	<b>REMARK</b>	<b>SIGNATURE</b>
1	Does the main envelop contain Cover "A", "B" and "C"?				
2	Does the Cover-B contain Demand Draft equivalent to EMD amount in favour of Nabha Power Limited or email confirmation regarding receipt of EMD through RTGS/NEFT.				
3	Does the Cover-B contain the Covering letter as per specified format?				
4	Is the Bid unconditional/ non-suggestive?				

**6.2** Bids which are not complete in all aspects as stipulated above and/or without receipt of EMD are liable for rejection. NPL Tender Committee and PSPCL officials (if deputed) at their discretion may accept any non-material/ minor deviations.

**6.3** Then Non-financial bids (**Cover "C"**) to be opened for bidders who meet the responsiveness requirements.

**6.4** Then Price bids (**Cover "A"**) of the qualified bidders (who meet the qualification requirements) shall be opened in the presence of NPL tender committee, Bidder's authorised representative (maximum two persons) and PSPCL representative (if available) in according with the timelines mentioned.

**6.5** The Qualified bidders will be intimated in advance regarding the schedule for opening of the price bid.

**6.6** All documents submitted as a part of bidding process will become property of NPL and are not returnable.

**Note:** NPL reserves the right to verify the authenticity of the documents submitted for the meeting the qualification requirement and may request for any additional information and documents. NPL reserves the right to contact the Bidder's bank and References to verify the Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate with NPL. In case NPL desires to verify copies with originals that are not submitted, bidder is required to make them available NPL premises.

**6.7 Evaluation for Qualification:**

Following documents shall be evaluated for determining qualification status:

- a. Documents forming part of responsiveness check.
- b. Board resolution for delegation of power on behalf of the Bidder followed by POA as per specified format (Annexure-II) in favor of the person named in the Power of Attorney.
- c. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- d. Net worth and turnover of the bidder certified by Statutory auditor.

### **6.8 Evaluation of the Price Bid**

The Price Bids shall be evaluated on the basis of lowest quoted unit rate (Rs / MT inclusive of all taxes and duties) on FOR destination basis.

## **7. NEGOTIATIONS AND AWARD OF CONTRACT**

NPL reserves the right for negotiations after opening of Price Bids in consultation with PSPCL.

**7.1** NPL may release PO(s) on the Successful bidder(s) which will constitute a contract. A single or multiple Contract(s)/PO(s) can be awarded to successful bidder under the terms of this bid document.

**7.2** If for any reason the Bid of the Successful Bidder is rejected, or LOI/PO issued to such Successful Bidder is cancelled, NPL may take any such measure as may be deemed fit at its sole discretion.

**7.3** NPL at its option may release the Contract(s) /PO(s) without going through LOI stage.

**7.4** In case due to any reasons, the LI bidder is not able to execute the work, NPL at its own discretion, may offer the LI rates to other bidders in order of merit.

## **8. BID CURRENCY AND VALIDITY**

---

- 8.1. The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure IV.
- 8.2. The Bids submitted shall be valid for acceptance as per validity table in clause 9 of Vol.-I. Extension of Bid validity shall be as per mutual agreement.

**9. EARNEST MONEY DEPOSIT**

9.1 The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 50,00,000/- (Rupees Fifty Lakh only) through Demand Draft in favour of Nabha Power Limited or through transfer of funds through NEFT/RTGS to our bank account detailed as under (NEFT Mandate Form Enclosed):

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, SECTOR 9-D, CHANDIGARH 160017
Beneficiary Account No	001351000076
IFSC code	ICIC0000013

EMD shall be refunded to bidders as per the table below:

On award of PO to successful bidders.	Qualified bidders on whom PO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of PO and submission of CPG-BG whichever is later	Bidders who are not LI/L2, their EMD shall be returned within 1 months from the date of bid opening	Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes.

NPL shall have the right to encash/forfeit the EMD if:

1. the Bidder withdraws his Bid during the validity period of the Bid;
2. the Bidder, after opening the Bid withdraws or modifies the Bid document
3. the Bidder conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid that has material impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process.



4. The Successful Bidder does not accept the Contract within the required period stipulated herein.

**Important Note: In case Bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or CPS may be encashed by NPL and Contract if awarded may be annulled. NPL may also take other actions as appropriate including blacklisting and debarring the Bidder from current and future participation.**

---

**10. CONTRACT PERFORMANCE SECURITY**

**10.1** Upon selection of the Successful Bidder, the successful Bidder shall submit **Contract Performance Security (CPS)** as per the details mentioned in the table below:

<b>Particulars</b>	<b>Description</b>
CPS Amount	3% of the contract value
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, SECTOR 9-D. CHANDIGARH 160017
Beneficiary Account No	001351000076
IFSC code	ICIC0000013

**10.2** CPS by way of Bank Guarantee (BG) as per Annexure-XV shall also be acceptable. In case, the successful bidder submits the CPS through BG, the EMD amount shall be refunded to the successful bidder after receipt & verification of BG.

**10.3** CPS shall be maintained throughout the tenure of the contract as a security for satisfactory performance. In case of any unsatisfactory performance CPS may be encashed in part or full. In case of encashment in part or full, contractor shall replenish the same within 2 weeks, to maintain the security.

**10.4** The CPS amount shall be returned to the Contractor after the settlement of final bill, after deducting any amount due to NPL from the Contractor. No interest shall be payable to the Contractor on the amount of CPS.

**10.5** Contract Performance Guarantee shall be kept as a security against unsatisfactory performance during the Period of the Bid/Contract validity. In case of such unsatisfactory performance, NPL shall invoke the CPG either in full or in part as the situation may require; and the Bidder shall have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation and intimation from NPL for the same to bidder. If bidder fails to replenish the shortfall amount as per the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for supplies already made to the extent of CPG replenishment required.

**II. VALIDITY TABLE**

<b>Document</b>	<b>Value</b>	<b>Validity</b>
Earnest Money Deposit (EMD)	Rs. 50,00,000 (Rupees Fifty Lakh Only)	31-July-2020
Price Bid (Annex. IV)	N/A	31 July-2020
Performance Security (CPS)	3% of the Contract Value	90 days beyond PO tenure

---

**VOLUME II.**

---

**12. PERIOD OF CONTRACT AND ALLOCATION STRATEGY**

---

**12.1 Period of contract:**

Till receipt of quantity (at NPL Plant) materialized against order placed by NPL till 31 July 2020.

Note: The validity of Price Bid may be extended beyond 31<sup>th</sup> July 2020 subject to mutual agreement between NPL and Contractor with prior approval from PSPCL.

**12.2 Quantity to be offered & allocation of work amongst successful bidders:**

Minimum quantity to be offered for the scope of work is **500Tonnes Per Day (TPD)**, for the period from 1<sup>st</sup> July'19 to 31<sup>th</sup> July 2020, work as per the scope may get spilled over beyond this period. Monthly requisitioning and allocation to various Contractors shall be decided by NPL.

**Note: Bids offering quantity lower than the minimum may be rejected.**

As a prudent practice, NPL may award contract to L1 Bidder up to 70% of monthly quantity to be ordered/required by NPL (limited to quantity offered by the Bidder) and then to L2 Bidder for balance quantity and so on at the L1 prices. The ordered quantity shall be limited to offered quantity.

However, this is not binding, if in NPL's opinion this is not in its interest and NPL may decide as deemed fit. In case quantities to be handled in a particular month are lower than the minimum quantity that is required to be handled as above, NPL may decide not to split the quantity for that month. In the event, the bidder is not successful in completing the order to the satisfaction of NPL, PO may be short closed and appropriate cost may be recovered from the payable/s to the contractor or from Performance Security Amount.

While the bidders are bound to accept order up to the offered quantity, NPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

**13. PRICE & PRICE BASIS & IT'S EFFECTIVENESS:**

13.1 The Bidder shall quote its most competitive prices as per scope of work in price bid format for various mine-siding combination/s.

**13.2 Price would be firm for executing scope of work for the allotment till 31<sup>st</sup> July 2020 .** Work as per Scope may get spilled over beyond this period.

#### **14. QUANTITY DETERMINATION**

---

- 14.1 Weighment of rakes shall be carried out on weighbridges (for tare and gross) at NPL. The Bidder may witness weighment of trucks once in 15 days, NPL Fuel sourcing (FS) representative will accompany the bidder representative when any such visit is carried out. Bidder shall intimate NPL FS via e-mail at least two days in advance about the date of such visit.

**Net weight =Gross weight less the Tare weight, both as measured at NPL weighbridge**

NPL shall provide copy of calibration certificates if requested by the bidder. NPL shall undertake the calibration of WB in line with the schedule/practice as recommended by Legal Metrology.

- 14.2 Any other contingency may be mutually discussed and settled.
- 14.3 Net adjusted quantity received at the Plant i.e. quantity worked out by NPL after carrying out adjustment due to quality variations with respect to the Base Parameters, if any, shall be applicable for the purpose of payment.

## **15. QUALITY DETERMINATION**

---

### **A. NPL receipt end quality determination:**

15.A.1. NPL will carry out the sampling and analysis of torrefied pellets at NPL plant as per the provisions of either BIS or ASTM at the option of NPL. NPL will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standard for truck top sampling.

For Determination of Total Moisture (TM):

15.A.2. Samples shall be collected from each truck/dumper for the purpose of TM Determination.

15.A.3. TM will be determined by NPL lab validated method based on IS 1350, (10g of 2.90mm passing sample will be heated for 2 hours at 108 +/- 2 Deg C. Total Moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where:

W1= Initial Weight of Sample (10grams)

W2= Final Weight of sample

Note : Before unloading, samples shall be tested for moisture and HGI report/certificate from NABL accredited lab. If any of these value are in the rejection level range as per clause 16.7.1 , the consignment shall be rejected and it shall be the suppliers responsibility to carry it back on his own cost.

For Determination of Quality Parameters

15.A.4. Samples collected for supplies made in a single day will be reduced as per relevant BIS standard and one sample will be prepared for the samples collected in the entire day. This sample will be used for quality determination purpose for the quantity supplied on that day.

15.A.5. NPL's representative will have right to witness sampling and testing of torrefied pellets for the Base Parameters at the loading end.

15.A.6. The supplier's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations). Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL. The dispute is to be registered / raised through email/ letter to Fuel sourcing group NPL, as per prescribed format as in **Annexure-X**, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling

and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.

Sl. No.	Locations Under CCTV Coverage
1.	WB
2.	Unloading yard
3.	Area between unloading yard to lab
4.	Air drying room inside the lab
5.	Other areas of Lab

15.A.7. Wherever CCTV coverage facility is not available for a particular area/activity, physical access to the that process may be provided (NPL representative may accompany the Contractor in such cases). However, for testing of reserve sample physical access to testing facility will be allowed.

15.A.8. Supplier acknowledges that NPL have given the opportunity to witness the process of sampling and testing through CCTV Realtime footage. Request for testing of reserve sample has to be based on justification acceptable to NPL FS & QA. It may be noted that NPL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation.

15.A.9. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so NPL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the supplier's representative to be available at all times at CCTV monitor location to witness the same.

15.A.10. NPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained. It may be noted that witnessing of testing (if any) carried out outside of NPL lab will not be feasible and should be avoided.

15.A.11. NPL may also consider (at its option) sharing of part of sample (third sample) with the Supplier. Third sample is for reference of the Supplier only and results of analysis of third sample will not be considered for determining the payments.

15.A.12. Reserve samples will be preserved in the NPL laboratory under jointly (NPL & PSPCL) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of NPL.



15.A.13. Generally, Quality reports will be generated within 7 days of receipt of the material and same will be communicated to bidder subject to receipt of loading end quality report.

15.A.14. In spite of having offered/ provided access to sampling, sample preparation and testing processes through CCTV Realtime footage to demonstrate transparency, the right to raise dispute for testing reserve sample will be given provided the following conditions are satisfied:

(i) Requirement as per clause no. 15.A.4 above.

AND

(ii) The results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed supplies of the lot.

15.A.15. The SOP for testing of reserve sample subject to satisfaction of criteria as per 15.A.(i) & 15.A.(ii) above is as under:

- a) The supplier/contractor will be intimated 96 hours prior to the date of analysis to be physically present (maximum two person) at the time of reserve sample analysis.
- b) Reserve samples will be taken out from the joint custody of NPL and PSPCL in presence of supplier /contractor.
- c) The whole reserve sample quantity will be kept for air drying in the conditioning room for 24 hours in NPL premises. The conditioning room will be jointly locked by NPL and the supplier/contractor.
- d) Post completion of air drying of the reserve sample, conditioning room will be unlocked and the whole air-dried quantity of the sample will be packed to be transported from conditioning room to the lab for further analysis.
- e) The supplier/contractor will sign an undertaking as per Annexure XX as an endorsement of having witnessed the entire process of extracting and conditioning of sample prior to testing. After signing the undertaking the process of analysis will begin.
- f) The required quantity of the reserve sample will be used for testing and balance quantity will be repacked and sealed and will remain property of NPL. This retained sample may only be used in case of any inadvertent loss of extracted sample (say spillage). The residual sample/balance quantity will be discarded after completion of the Reserve Sample testing process.
- g) In case of testing of reserve sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM prior to testing. Post successful verification of bomb calorimeter, Reserve Sample will be tested as per applicable standards.

- h) The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
- i) The process of removing reserve sample from joint custody, extracting the quantity from sealed packet, conditioning, and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done on mobile.
- j) Based on the testing NPL will share the revised results.
- k) In case the supplier fails to attend the entire process despite 96 hours' notice, one more opportunity may be extended based on acceptable justification for absence. In case supplier fails to avail the second opportunity as well then Reserve Sample will not be tested, and dispute will be treated as closed and original results will be considered for payments.
- 15.A.16. PSPCL representative present at site may witness the process. Supplier/contractor will be eligible for challenging all parameters except Total Moisture and size
- 15.A.17. It may be noted that , referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total moisture(TM) , NPL reported Total Moisture (TM) result will be final and binding.
- 15.A.18. In order to prevent from misuse of the facility by disputing majority of results of the lot, NPL will abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case original results will be considered for payment purpose.
- 15.A.19. Any torrefied pellets that is received at NPL will not be returned/ permitted to be collected by the Bidder unless agreed to in writing by NPL.
- 15.A.20. Any misuse of Realtime footage witnessing by bidder or it's representative will be viewed seriously and may result in disqualification / blacklisting of bidder, including denial of this access for balance period of supply. Presence / interference of any extra representative will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises.
- 15.A.21. Standards/Methods as per the table below will be referenced/used for quality determination:

Sl.No	Technical Data	Testing Method/Standard
1.	Dimension (Diameter& Length)	ISO 17829 or Equivalent method may be referred
2.	Fines (%)	ISO 18846 oe Equivalent Method may be refereed
3	GCV(ARB)	IS 1350 or equivalent method may be referred
4.	Moisture (ARB)	Method based upon IS 1350 or equivalent method may be referred(Hand Held Moisture Meter may also be used)

5.	Ash(ARB)	IS 1350 or equivalent method may be referred
----	----------	--

## **16. COMPUTATION METHODOLOGY FOR SERVICE CHARGE PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS**

16.1 The supplier shall guarantee technical parameters of torrefied agro residue based pellets as given in following table-I. The characteristics contained in Technical Specification (table-I) shall be adhered to and maintained and non- adherence shall result in 'Quantity and Price Adjustment' as per clause 16.2 or even rejection as per clause 16.7 of this volume.

**Table: I Technical Specification for Agro residue based Torrefied Pellet.**

<b>Sl.No</b>	<b>Technical Data</b>	<b>Unit</b>	<b>Specification for torrefied pellets</b>
1.	Base Material	n.a	Agro Residue/Crop Residue(wood based pellets will not be acceptable)
2.	Dimensions		
a.	Diameter	mm	Not more than 35mm
b.	Length	mm	Not more than 40mm
3.	Bulk Density	Kg/m <sup>3</sup>	Not less than 600
4.	Fines% (Length< 3mm) (ARB*)	wt%	Fines<5%
5.	Moisture (ARB)	wt%	Not more than 9%
6.	Gross Calorific Value(ARB)	Kcal/Kg	4500±150
7.	Ash(ARB)	wt%	Not more than 35%
8.	Hard Groove Grindability Index(HGI)		Not less than 50

\*ARB -As Received Basis

16.1.1. Agro residue /crop residue means the leftover portion of the crop or agriculture produce such as stubble/ straw/ stalk/ husk etc. / horticulture waste etc.

16.1.2 Any by product of wood work factory (such as wood, wood chips, saw dust, furniture waste etc.) shall not be treated as agro/ crop residue.

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

16.1.3 Agro residue based torrefied pellets can be manufactured using single or multiple agro/crop residues together.

16.1.4 The supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing of torrefied pellets/briquettes and their approximate proportion in consignment details during dispatch of material.

16.1.5 Natural additives/binder such as lignin, starch, animal dung etc. can be used for manufacturing torrefied pellets if required and same shall also be explicitly mentioned by supplier in consignment details.

16.1.6 NPL reserves the right to exclude any base material/additive/ binder or modify their proportion, if any adverse impact of the base material/ additives/binder is found on boiler in long run.

## 16.2 ACCEPTANCE RANGE WITH/WITHOUT PRO- RATA PRICE / QUANTITY ADJUSTMENT.

16.2.1 The torrefied agro residue based pellets supplied shall conform to technical specifications as given in Table-I. But, in case consignment of torrefied agro residue based pellets does not meet the guaranteed parameters for GCV, moisture content, ash content and fines %, but are within the acceptable limit as given in table 2, the consignment shall be accepted but with pro rata price/ quantity adjustment as applicable.

Table 2: Parameters Acceptable Limits

Sr. No	Technical Data	Units	Acceptance range without Price /Quantity adjustment	Acceptance range with pro rata Price / Quantity adjustment
1	Gross Calorific Value (ARB*)	Kcal/Kg	4500 +/- 150 (4350 - 4650)	3400 < GCV < 4350 & 4650 < GCV < 5200
2	Total Moisture (ARB*)	Wt%	Not more than 9%	9% < Moist < 14%

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

3	Ash(ARB*)	Wt %	Not more than 35%	Ash >35%
4	Fineness% (ARB)	Wt %	Fineness < 5%	Fineness > 5%

\*ARB : As received basis.

Within acceptable range as specified above, pro-rata price/ quantity shall be adjusted for GCV, moisture content and ash content using formula as follows.

### 16.3 Price Adjustment for Gross Calorific Value (GCV)

16.3.1 If consignment of torrefied agro residue based pellets/briquettes does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit as given in table-2, the consignment shall be accepted but with pro rata upward or downward price adjustment as calculated using following formula

$$\text{Adjusted Price} = (\text{Quoted Price} * \text{GCV(ARB)}) / 4500$$

16.3.2 Upward price adjustment shall be done maximum up to 5200 kcal/kg GCV (ARB), beyond this value, upward price adjustment shall not be done even if supplier supplies torrefied pellets/briquettes of higher GCV. GCV below 3400 kcal/kg, correction in adjustment of price will be at double rate for the part of value of GCV lower than 3400 kcal/kg.

### 16.4 Quantity Adjustment For Moisture

16.4.1 If consignment of torrefied agro residue based pellets/briquettes does not meet the guaranteed parameters for moisture (ARB) but is within the acceptable limit as given in table-2, the consignment shall be accepted but with pro rata quantity adjustment (weight correction) as calculated using following formula:-

$$\text{Weight correction factor on account of moisture (M): } M = (100 + X - \% \text{Moisture(ARB)}) / 100$$

Where X is the moisture percentage as per specification = 9%.

16.4.2 Weight correction on account of moisture (ARB) shall be done only if it lies in range of  $9\% < \text{Moisture (ARB)} \leq 14\%$ .

16.4.3 For moisture (ARB) less than or equals to 9%, no weight correction shall be done.

16.4.4 For moisture (ARB) more than 14%, the consignment of torrefied biomass pellets shall be rejected. 16.4.5 Further, final corrected weight on account of both moisture and ash shall be calculated as given in clause 16.5.4

#### 16.5 Quantity Adjustment For Ash

16.5.1 If consignment of torrefied agro residue based pellets/briquettes does not meet the guaranteed parameters for ash content (ARB) but is within the acceptable limit as given in table: 2, the consignment shall be accepted but with pro rata quantity adjustment (weight correction) as calculated using following formula-

Weight correction factor on account of ash (A):  $A = (100 + Y - \%Ash (ARB)) / 100$

Where Y is the Ash percentage as per specification = 35%.

16.5.2 Weight correction on account of ash content will be done only when ash content (ARB) in consignment of torrefied agro residue based pellets is more than 35%.

16.5.3 For ash content (ARB) less than or equals to 35%, no weight correction shall be done.

16.5.4 Thus, if W is the weight of consignment, then final corrected weight on account of both moisture and ash shall be calculated as follows:-

$W \text{ Corrected} = W * M * A$

Where:

W= Weight received at NPL (NPL Gross-NPL Tare)

M= Weight correction factor on account of moisture

A=Weight correction factor on account of ash

**16.5.5 The payment shall be done for corrected weight (W corrected) of consignment.**

#### 16.6 Recovery on Account of Excess Fines in Consignment

16.6.1 Dimension of torrefied agro residue based pellets has been given in the technical specification which shall be adhered to. Dust, crushed torrefied agro residue based pellets in consignment as received at NPL shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula.

Recovery=  $1/4 \times (\text{adjusted mass of biomass pellets}) \times W \text{ Corrected} \times \text{Weight\% of fines beyond 5\%}$ .

16.6.2 This amount shall be recovered from the payment of that consignment

#### 16.7 REJECTION LEVEL

16.7.1 The consignment of torrefied agro residue based pellets arrived at NPL plant shall initially be tested for following before unloading and shall be rejected in case any of the following parameters (as given in table 3) exceeds the rejection level given as follows:-

Table-3 Rejection Level

Sr.No	Technical Data	Units	Rejection Level
1	Total Moisture(ARB)	Wt%	More than 14%
2	Hard groove Grind ability index (HGI*)	-	Less than 50

\*The bidder will submit certificate of HGI from NABL accredited laboratory of each carriage vehicle/consignment.

#### 16.8 DELIVERY SCHEDULE:

Default Delivery Schedule shall be lot(s) allocated to supply on daily basis and the supplier shall deliver that quantity of torrefied agro residue based pellets regularly to NPL. However, for any change in quantity of torrefied agro residue based pellets to be delivered at NPL, the changed delivery schedule shall be sent to supplier three (3) day in advance by the official e-mail ID of engineer-in-charge or e-mail ID of any other person authorized by him in which quantity of torrefied agro residue based pellets to be delivered shall be mentioned which may even be zero and supplier shall dispatch the consignment accordingly.

#### 16.9 LIQUIDATED DAMAGE FOR DEVIATION FROM DELIVERY SCHEDULE.

The supplier should deliver material as per daily delivery schedule to avoid liquidated damage (LD) for short supply in a given month against aggregate of daily delivery schedule in that month.

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS



Liquidated Damage (LD) shall not be applicable for short supply up to 25% in a month against aggregate of daily delivery schedule in that month, however, for monthly short supply beyond 25%, liquidated damage (LD) @ 2% of bid price of torrefied agro residue based pellet shall be recovered from supplier only for shortfall quantity beyond 30% subject to the condition that aggregate of liquidated damage recovered from supplier shall not exceed 5% of contract value.

## **17. BILLING AND PAYMENT TERMS**

The Contractor shall submit the bills in triplicate on completion of delivery of all rakes in calendar month at NPL and payment shall be released based on the methodology as under:

The Contractor shall raise invoice for the month i.e. for the quantities received at NPL in a calendar month in triplicate,

**17.1** The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -

- i. Copy of weighment certification by NPL.
- ii. Copy of Quality reports of loading end
- iii. Copy of NPL receipt end coal quality reports.
- iv. Certified working for deriving payable quantity.
- v. Original challan copies of truck engaged in transportation
- vi. HGI Certificate from NABL accredited lab

(a) NPL shall release the payment against **invoice** through EFT (Electronic Fund Transfer) up to **95% of eligible amount** for batch as admissible, **within thirty (30) calendar days from the date of receipt of such undisputed invoices (complete in all respects)** at the NPL's designated office(s) located at the Power Plant.

(b) The balance 5% Payment shall be kept as performance Guarantee which shall be released after due receipt of Goods Receipt Note from the concerned consignee(s) or expiry of three months from the date of receipted challans & submission of requisite documents, whichever is earlier.

**17.2** Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL shall issue valid certificates for the tax deducted at source as applicable.

Invoices/bills in triplicate with supporting documents shall be addressed/submitted to following address:

To,  
**GM & Head-Fuel Sourcing & Management,  
Nabha Power Limited,  
Near Village Nalash,  
PO. Box. 28, Rajpura -140401,  
Punjab, India.**

Sl.No	Technical Data	Unit	Specification for torrefied pellets
1.	Base Material	n.a	Agro Residue/Crop Residue(wood based pellets will not be acceptable)
2.	Dimensions		
a.	Diameter	mm	Not more than 35mm
b.	Length	mm	Not more than 40mm
3.	Bulk Density	Kg/m <sup>3</sup>	Not less than 600
4.	Fines% (Length< 3mm) (ARB*)	wt%	Fines<5%**
5.	Moisture (ARB*)	wt%	Not more than 9%
6.	Gross Calorific Value(ARB*)	Kcal/Kg	4500±150
7.	Ash(ARB*)	wt%	Not more than 35%
8.	Hard Groove Grindability Index(HGI)		Not less than 50

\*ARB- As received basis.

## **19. SCOPE OF WORK**

---

- 19.1 The scope of work under this package shall include supply, loading, transport, and delivery of material at NPL as per the guaranteed parameters mentioned in clause 18 of the bid document.

Details of Material and supply duration:

<b>Sl.No</b>	<b>Description of Item</b>	<b>Indicative Qty to be supplied per day (TPD)</b>	<b>Total Qty. (Tonne)</b>
1	Agro residue based Torrefied Biomass pellets	500	2,00,000

**Note:**

- a. The daily requirement is estimated above is indicative only and may change based on actual plant load factor and requirement of NPL.
  - b. Agro residue collection/ sourcing from Punjab region @ 50% of the total ordered quantity is mandatory for the party interested to supply torrefied pellets to the NPL.
- 19.2 Unloading shall be in the scope of NPL provided material is loose filled in the dumpers( Trucks with hydraulic based auto unloading system)
- 19.3 If supplier supplies the material packed in bags, consignment shall not be accepted or supplier shall unload the material at his own cost. In that case, for any extra halt of carriage vehicle, demurrage if any shall be borne by the supplier..
- 19.4 Before unloading, samples shall be tested for moisture. However HGI report shall be submitted by the bidder with each carriage vehicle/consignment at the time of supply.
- 19.5 Demurrage if any on the carriage vehicle for reasons attributable to bidder will be borne by the bidder.
- 19.6 Agro residue /crop residue means the leftover portion of the crop or agriculture produce such as stubble/ straw/ stalk/ husk etc. / horticulture waste etc.
- 19.7 Any by product of wood work factory (such as wood, wood chips, saw dust, furniture waste etc.) shall not be treated as agro/ crop residue.
- 19.8 Agro residue based torrefied pellets can be manufactured using single or multiple agro/crop residues together.

---

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

- 19.9 The supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing of torrefied pellets and their approximate proportion in consignment details during dispatch of material.
- 19.10 Natural additives/binder such as lignin, starch, animal dung etc. can be used for manufacturing torrefied pellets/briquettes if required and same shall also be explicitly mentioned by supplier in consignment details.
- 19.11 NPL reserves the right to exclude any base material/additive/ binder or modify their proportion, if any adverse impact of the base material/ additives/binder is found on boiler in long run.

**20. Taxes & Duties**

- 20.1. Prices indicated in the BOQ as per Annexure-IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 20.2. The Unit Rates indicated in the BOQ of Annexure-IV is inclusive of all taxes, duties, levies and statutory requirements as applicable as per State Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the prevailing rates directly by NPL.
- 20.3. Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same shall be admissible for payment. Similarly, any taxes and duties which are modified by Government, bidder to pass on the consequential benefit to NPL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of implication.
- 20.4. Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period shall be paid by NPL extra as applicable. However, in case withdrawn of existing tax and/or duties by the statutory bodies, same shall not be paid by NPL from the date of implication.
- 20.5. Income Tax payable shall be to the account of Contractor. Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL shall issue valid certificates for the tax deducted at source.

**VOLUME IV ANNEXURES AND FORMS**

**ANNEXURE I: COVERING LETTER**

*(To be on the Letter Head of the Bidding Company)*

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

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address:

To

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 214

Dear Sir,

**Sub: Bid for Supply of Agro residue based Torrefied Biomass Pellets to NPL Plant**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of revised Bid Document duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders. We also confirm that we have not lapsed coal of any customer.
5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of road transportation to NPLas appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the

\_\_\_\_\_  
Prepared by: Manager-FS

\_\_\_\_\_  
Reviewed by: AGM-FS

\_\_\_\_\_  
Approved by: Head FS

future.

- 7. We agree to furnish any additional information and documents as required by NPL to establish representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
- 8. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL.
- 9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents. We further confirm that we have no unresolved disputes with NPL.
- 10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
- 11. We confirm that our rates are firm for handling of the quantum of Agro residue based biomass pellets indicated for the scope of work.
- 12. We confirm that we shall handle entire quantity as offered in the Price Bid, in case the same is awarded.
- 13. We confirm that our Bid includes all taxes. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
- 14. Daily quantity offered: Minimum of 500TPD of agro residue based Biomass pellets July'19 to Aug'20 for which NPL can award contract till 31<sup>st</sup> July-20)
- 15. Details of the Bidder to be used: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
- 16. The details of contact person are furnished as under:  
 Name:  
 Designation:  
 Name of the Company:  
 Address of the Bidder:  
 Phone Nos.:  
 Fax Nos.:  
 E-mail address:

Thanking you,

Yours sincerely,  
(Authorized Signatory and Seal)

Name:  
Designation:  
Address:  
Date: -----  
Place: -----



**ANNEXURE II: POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Documents for shortlisting of Bidders for **Supply of agro residue based torrefied biomass pellets** through rate based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, and generally dealing with Nabha Power Limited in all matters in connection with our response to the Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Insert name of the Bidder on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

Place: -----

Date: -----

Note:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**A. Financial Qualification**

To,

**Mr. Devendra N. Arolkar**

GM &amp; Head – Fuel Sourcing &amp; Management,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 222

**Dear Sir,****Sub: Bid for Supply of Agro residue based torrefied biomass pellets to NPL plant.**

We certify that the Financially evaluated entity had annual Turnover of Rs. .... Crore & annual Net worth Rs.....Crores computed as per instructions in the Bid Document based on unconsolidated audited annual accounts in Financial Year .....

Name of Financially Evaluated Entity	Financial Year	Turnover (Rs. Crore)	Net Worth (Rs. Crore)

Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company [refer below mentioned Note section ])

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

**ANNEXURE IV-AI: PRICE BID FORMAT**

**Nabha Power Limited – Price Bid**

*(On Letter Head of Bidder)*

To,

**Mr. Devendra N. Arolkar**

GM & Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Extn: 222

Dear Sir,

**Sub: Bid for Supply of Agro residue based torrefied biomass pellets to NPL plant.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: **Supply of Agro residue based torrefied biomass pellets to NPL plant** in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which NPL is exempted:**

Sl.No	Proposed Agro Residue Sourcing Zone (Name of Village)*	Daily Qty Supply Offer (MT)	Cost break up(A)		Cost break up(B)		Price Offer- (Estimated FOR destination price offered for technical specifications of material given in clause 6 of section -II)
			Ex-Factory Price (Rs. /Mt)	GST on Ex- Factory Price (Rs./Mt)	Transport Cost (Rs. /Mt)	GST on Transportation cost (Rs./Mt)	Rs./Mt (A+B)
<u>1.</u>							
<u>2</u>							
<u>3</u>							
<u>4</u>							

**Note:**

1. Agro residue collection/ sourcing from Punjab region @ 50% of the total ordered quantity is mandatory for the party interested to supply torrefied pellets to the NPL.
2. Landed cost is computed based on applicable taxes excluding Entry Tax for which NPL has exemption. Contractor to comply with the procedures as required.
3. Eligible Input tax credit has been indicated in the above price bid format and the same shall be eligible during supply.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work shall be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge NPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it shall remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the bid document.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE V: VENDOR IDENTIFICATION FORM**

*(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.- Format No.: SOF-PRC-001-AA, Rev No. 01, dated: 24 May 16)*

<b>Name of the Vendor</b>			
<b>Introduced By</b>			
<b>Registered Office Address</b>			
<b>PIN Code No.</b>			
<b>Address for Communication</b>			
<b>PIN Code No.</b>			
<b>Contact Persons</b>			
<b>Phone No: Office</b>			
<b>Mobile</b>			
<b>Fax</b>			
<b>E-mail address</b>			
<b>Type of Company</b>	<input type="checkbox"/> Proprietary	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Private Ltd	<input type="checkbox"/> Public Ltd	
	<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others (Specify)	
<b>Category</b>	<input type="checkbox"/> Contractor	<input type="checkbox"/> Professional Services	
(Please select category for Income Tax Purpose)	<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage	
	<input type="checkbox"/> Dealer	<input type="checkbox"/> Others (Specify)	

<b>Date of Commencement of Business</b>			
<b>Annual Sales Turnover for last 3 years</b>			
	<b>Year</b>		
	<b>Rs (in L)</b>		
<b>Details of Directors/Partners/Proprietors</b>			
<b>Name of Associate/Subsidiary Units</b>			
<b>Services rendered/goods provided</b>			
<b>Details of business with L&amp;T group co's</b>			
	<b>Year</b>	<b>Co's Name</b>	<b>Items Supplied</b>
<b>List of Reputed co's, Govt. Dept. With whom registered as suppliers</b>			

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS



<b>List of references, if any</b>	

<b>Details of relatives working in L&amp;T group companies (if any)</b>	
---	--

<b>Goods &amp; Services Tax(GST) Registration No &amp; Date</b>	
<b>MSME Registration No. &amp; Date</b>	
<b>SSI Registration No &amp; Date</b>	
<b>PAN No</b>	
<b>PF Registration No</b>	
<b>ESIC Registration No</b>	
<b>Factory Licence No</b>	

<b>Bank Account Details:</b>	
<b>Bank Name</b>	
<b>Branch</b>	
<b>Account Number</b>	
<b>MICR No</b>	
<b>IFSC Code of Bank</b>	

<b>Any other information:</b>	

**Notes:**

Our PO, Cheque, Correspondence, etc will be sent only to the communication address as mentioned.  
All cheques shall be issued in the name as mentioned above.  
Copies of PAN card, cancelled cheque and all tax / other registration certificates mentioned above should be attached along with this form.

<b>Quality, Environment, Health and safety Compliance</b>		
ISO 9001 Certified	Yes	No
EMS 14001 Certified	Yes	No
OSHAS 18001 Certified	Yes	No

---

 Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

**Declaration In Case answer of any of above is "NO"**  
 I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

**Code of Conduct**  
 I/WE confirm that the Code of Conduct (as per NPL format) has been duly signed & stamped and attached with this form.

**DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR**  
**I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.**

<b>Rubber stamp of the Vendor</b>		
	<b>Name &amp; Designation of Authorised Signatory</b>	<b>Signature and Date</b>

-----To be filled in by NABHA POWER LIMITED-----

**The Vendor is Approved based on:**

<b>Requested by</b>	<b>Approved by</b>	<b>Payment Terms</b>
<b>(Name and Signature)</b>	<b>(Name and Signature)</b>	
<b>Date</b>	<b>Date</b>	

<b>To be filled up by Finance &amp; Accounts</b>	
<b>Vendor Code</b>	
<b>Date</b>	

**ANNEXURE VI: CODE OF CONDUCT FOR INTEMEDIARIES  
INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS /  
VENDORS**

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We shall only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
6. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of

Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.

7. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
8. I / We hereby agree that in the eventuality of me / us appointing a sub-contractor (with written approval of L&T), the sub-contractor shall also comply with this Code of Conduct.
9. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
10. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
11. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

**ANNEXURE VII UNDERTAKING FORMAT****(To be submitted along with signed code of conduct document)**

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the applicable laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal  
Name

**ANNEXURE VIII PERFORMANCE CERTIFICATE FORMAT****To,****Mr. Devendra N. Arolkar**

GM &amp; Head – Fuel Sourcing,

Nabha Power Limited,

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277251 Ext.: 222

**Sub:** Performance certificate for **Supply of agro residue based torrefied biomass pellets to NPL Plant**

This is to certify that *(name of the bidder)* having registered office at *(address of the bidder)*, having bidder plant at *(address of bidder plant)* has carried out the work of **Supply of agro residue based torrefied biomass pellets** from *(name of the unit)* and delivered up to *(name of the power plant)*, against purchase order *(number of purchase/service order)* dated \_\_\_\_\_.

The details are as follows:

Sl. No	Description of the torrefied pellets (i.e Base material/Binders/GCV-ARB/Ash-ARB/TM)	Duration of supply	Quantity delivered (MT)	Remarks(if any)

Performance of the work executed by the Bidder Operator has been satisfactory.

This certificate is issued at the request (name of the bidder) for the purpose of participating in tender process of M/s Nabha Power Ltd, Near Village Nalash, Rajpura-140401, Punjab

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

Prepared by: Manager-FS

Reviewed by: AGM-FS

Approved by: Head FS

## **ANNEXURE IX: GENERAL TERMS AND CONDITIONS**

### **I. DEFINITIONS**

**“Annexure”** shall mean any of the annexures, supplements or documents, appended to this document which form an integral part hereof.

**“Applicable Laws”** shall mean all laws for the time being in force in India, including all acts, rules, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court having jurisdiction over the Project.

**“Applicable Permits”** shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Parties under the Contract.

**“Authorized Signatory”** shall refer to the person/ persons and organizations who/which have been so authorized by the Bidder to represent them in respect of the Bid submitted, duly notarized and submitted as per Annexure II.

**“Base / Guaranteed Parameter”** shall refer to the values of parameters as mentioned in clause I of Vol.-III.

**“Bidder/Bidding Company”** shall mean a company duly incorporated under the relevant laws of India and making the Bid.

**“Related Party”** shall mean group of bidders having common control/ ownership reflected through at least 50% of common directors and/or stake holding. NPL shall assess the same based on the representations made by the bidders. Any misrepresentation on account of this shall be considered as major breach.

**“Bid Document”** shall mean the documents such as Notice Inviting Tender (NIT), bid documents -including Technical, Commercial, Price Bid and other formats along with Draft Contract, being issued to the Bidders.

**“Bid/ Offer/ Proposal”** shall mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by Nabha Power Limited.

“Contract” means an Agreement / PO entered between the Successful Bidder and Owner.

“**Contractor(s)/Contractor(s)**” shall mean the Successful Bidder(s) with whom Contract has been entered into by Nabha Power Limited and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Scope of Work.

“**Day**” shall mean a period of 24 hours from midnight to midnight.

“**Government Authority/Statutory Authority**” shall mean the Government of India (Gol), the Government of Punjab (GoP), the Government of Chhattisgarh (GoC), any local government under jurisdiction of Punjab/Chhattisgarh, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the Gol, GoP or GoC exercises control, or administrative body or official or Person, having jurisdiction over the Contractor, the Project or any part.

“**Letter of Intent (Lol)**” of the Bid shall mean the official communication issued by Nabha Power Limited notifying the Successful Bidder about acceptance of its Bid.

“**Month**” shall mean a calendar month according to the Gregorian calendar.

“**Party**” shall mean either NPL or the Contractor.

“**Parties**” shall mean NPL and the Contractor collectively.

“**Project/NPL Power Plant**” shall mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura, in the state of Punjab.

“**Price Bid**” shall mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure IV of the Bid Document.

“**Prudent Industry Practice**” shall mean standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.



**“Qualified Bidders”** shall mean the Bidders short-listed based on the qualification requirements specified as per Clause 6.0 of Vol.-I in the Bid Document for further evaluation as per the Bid Document.

**“Torrefication”** Torrefaction refers to roasting, slow- and mild-pyrolysis, cooking and high temperature drying of the biomass in a temperature regime between 200 and 3000C under an inert atmosphere. It induces depolymerization and devolatilization of hemicellulose. Major products of biomass torrefaction are solid torrefied biomass and volatiles with composition and yield of products depending on torrefaction temperature, holding time, and biomass physical & chemical properties.

**“Torrefied Agro Residue Based Pellets”** shall mean pellets produced from agro residue (stubble/husk/stalk/straw/horticulture waste etc.. but not including wood work factory residue) by the process of Torrefication.

**“Scope of Work”** shall mean entire scope related to issue of all relevant documents, coordinating, and supply of agro residue based torrefied pellets to the Power Plant as defined more clearly in Clause 2.0 Vol-III including associated and incidental activities.

**“Successful Bidder”** shall mean the eligible Bidder invited by Nabha Power Limited for entering into Contract for performing activities as per in Clause 2.0 Vol-III, Scope of Work.

**“Subcontractor(s)”** shall mean an agency appointed by successful bidder to render obligations / part of work scope under the contract which may include the agency appointed for witness of weighment and sampling and analysis at NPL facilities. In this context appointment of sub-contractor for any other purpose other than those mentioned in this definition would require prior approval of NPL Head Fuel Sourcing.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail to the last business address/email address known to the Party who gives the notice. This also shall include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

**“Batch”** shall mean the quantity received at NPL plant in one month.

**Notes:**

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Executive-in-Charge/ Manager-in-Charge/NPL.

- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iii) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- v) In case of conflict in interpretation of Contract clause with Bid document, provision as per bid document will take precedence.

**It may be noted that material features of the proposed Contract/Purchase Order are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission shall be construed to be as per prudent business practices.**

## **2. GOVERNING LAW AND JURISDICTION**

Governing Law and Jurisdiction

This Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject to the territorial jurisdiction of local civil courts at Chandigarh.

## **3. DELETED**

## **4. INDEMNIFICATION**

Each Party shall indemnify and hold the other Party, its successors, assigns harmless against all damages, losses suffered or paid as a result of any or all claims, demands, suits, penalties, causes of action, proceedings, judgments and liabilities of third parties assessed, incurred or sustained by or against the indemnified Party with respect to or arising out of any breach by the indemnifying Party of its warranties, representations, covenants or agreements, of wilful or negligence act or omission of the indemnifying Party or its employees, contractors, agents or representatives relating to its performance under this Contract except to the extent that any such damage/losses or expenses are the result of gross negligence of, or the failure to comply with the terms of this Contract by the indemnified Party or of its employees, contractors, agents and representatives.

In the event of any claim being made or action brought against NPL in respect of the matters aforesaid, NPL shall immediately notify the Contractor thereof for taking necessary action.

Any statutory and tax related liability shall be exclusively to the account of the Contractor.

Contractor shall comply with all mining department requirement and indemnify NPL against any non-compliance. NPL on a monthly audit process may verify the compliance however this shall not absolve the contractor from it's prime responsibility of such compliance.

## **5. CONFIDENTIALITY**

Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed between the Parties in relation to the PO, or which is obtained by a Party from the other in relation to PO, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, supplier information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

Confidential Information shall not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's obligations. Receiving Party shall remain liable with regard to all parties who receive disclosing Party's Confidential Information from receiving Party. Neither Party shall be liable for disclosure or use of Confidential Information which:

- (1) was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of the disclosing Party; or
- (4) is required to be released by Applicable Law or court order/direction.

The obligations under this section shall survive for a period of five (5) years post termination of the Contract.

## **6. FORCE MAJEURE**

---

**6.1.** A “Force Majeure Event” means any events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially beyond the reasonable control of the affected party, which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God, Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity;
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radio-activity from any nuclear fuel or form any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.
- e. National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.

**6.2.** Force Majeure Event shall expressly not include the following circumstances or events:

- a. unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts for the Washery;
- b. a delay in the performance of any subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 6.2;
- c. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- d. mechanical or electrical breakdown or failure of the Washery or any part thereof, or machinery or plant owned or operated by the Contractor; or
- e. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- f. Insufficiency of finances or funds or the Contract becoming onerous to perform.

**6.3.** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute resolution procedure set forth in Clause 18, provided however that the burden of proof as to the

occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

#### 6.4. Notice of Force Majeure Event

- a. The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with Clause 6.4 (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.
- c. Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this Clause 6.4.a and 6.4.b. have been complied with.

#### 16.5 Performance Excused

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

- a. The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;
- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- c. The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.
- d. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Contractor to continue performing part of its obligations, as notified in writing by NPL.

#### 16.6 No Liability for losses Due to Force Majeure Event

- a. No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.
- b. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event;

#### 16.7 Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

#### 16.8 Termination Due to Force Majeure Event

- a. If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination shall take effect 30 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of Article 6.8.a, the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however the Contractor shall be entitled to be paid the outstanding fees in relation to the work already completed under the PO.

## **7. EVENT OF DEFAULTS**

---

### **A. Contractor's Events of Default:**

In addition to any other Event of Default appearing in any other provisions of this Bid Document, the following events shall be construed as Events of Default on the part of the Contractor:

- i. The Contractor is in material breach of any of the terms of this Contract;

- ii. The Contractor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt; Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- iii. Contractor, in the judgment of the Owner has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's Personnel or representative (s) in the procurement process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPL and includes collusive practice among Contractors (prior to or after Contract submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition
- iv. Abandons and ceases its performance or repudiates the contract.
- v. Persistently fails to timely correct Defects and deficiencies in accordance with the terms of the Contract.
- vi. Does not execute the contract/LOI for entire quantity as required by NPL.

NPL shall have the right to encash the CPG of the Contractor on account of a Contractor Event of Default. The Contractor shall take steps to remedy the Event of Default within 15 days of notice by NPL. If the Contractor has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of NPL, NPL shall be entitled to terminate the Contract.

#### **B. NPL's Events of Default:**

- i. If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~1 month's value of the supplies and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an Event of Default on the part of NPL unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

NPL shall take steps to remedy the Event of Default within 30 days of notice by the contractor. If NPL has not taken steps or proposed to take steps to remedy the Event of Default, the contractor shall be entitled to terminate the Contract.

## **8. COMPLIANCE TO LAWS**

---

### **Compliance of Labour Laws**

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all the actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that NPL may be required to discharge on account of the default or otherwise on their part.

### **Compliance with Law of Land:**

The Contractor shall comply with all the provisions of the law of land of Punjab and any other state en-route production, and supply of pellets to NPL plant that is mandatory in order to execute its obligations and deliveries under the scope of work under this Bid document that should essentially include but not limited to law enforced by MoEF, Ministry of Excise and taxation, , local authorities.

**All costs, damages, or expenses, that NPL may have incurred, under the Contract, the Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPG.**

## **9. DISPUTE RESOLUTION AND ARBITRATION**

### **9.1. Dispute Resolution and Arbitration**

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and Fuel Sourcing through mutual discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days notice to the other party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 12.1.i, the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, and the place of arbitration including for holding of any and every proceeding shall be at Chandigarh, India



- iv) There arbitral tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof direct by whom and to whom and in what manner the same is to be borne and paid.
- viii) The provisions of Clause 9.1 shall survive the termination of the Contract.

## **9.2. Resolution of Unforeseen Situation**

Every possible care has been taken by NPL 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 NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC)/ in compliance with Supreme Court order of Civil Appeal no. 179 of 2017 as well as practical aspects/ good practices.

## **10.INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES**

### **10.1. Insurance:**

**Contractor to ensure insurance of torrefied pellet stock on account NPL lying at bidder at it's own cost.**

### **10.2. Workmen's Compensation Insurance with Employer's Liability**

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by Indian and all other applicable laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or its Sub-contractors for the purpose of the performance of the Work as per the Agreement. In

addition, the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
  - a. New India Assurance Co. Ltd.
  - b. United India Insurance Co. Ltd.
  - c. Oriental Insurance Co. Ltd.
  - d. Bajaj Allianz Insurance Co. Ltd.
  - e. HDFC Ergo General Insurance Co. Ltd.
- ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance shall not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure  
If Contractor fails to effect and keep in force the insurance, NPL may effect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contract.

### **10.3. Adherence to Occupational Safety while at work place NPL**

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering services inside NPL have to strictly adhere to the safety protocol of NPL. Any deviation from standard safety practice as designed and formulated by NPL shall attract penal provisions as per the extant rules and regulations of NPL safety department.

The contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way relive even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation shall lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of contractor's persons, equipment and tippers shall attract applicable penalty from service bills and re-occurrence of any similar incidence shall not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to contractor's persons while rendering service under this service contract inside NPL plant premises.

**Deduction from Contract fees**

All costs, damages, or expenses, NPL may have incurred, under the Contract, the Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPG.

**11. TERMINATION OF CONTRACT**

---

**11.1. Termination of Contract**

NPL reserves the right to terminate the Contract in full or part by giving 15 days written notice if the performance of the Contractor is not found to be satisfactory by NPL or in case the Contract is found uneconomical to NPL. NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

The Parties agree that the Contractor shall not be entitled to the payment of any termination compensation.

**12. Blacklisting Criteria:**

---

NPL tender committee to decide whether a particular Contractor/ contractor needs to be blacklisted based on the criteria as under:

- a) Default as per Tender/PO terms (events of defaults)
- b) Influencing in the process of weighment or sampling, sample preparation or analysis of torrefied pellets at NPL and any person in NPL/ associated agency with intent as established by Tender committee of NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.

- g) Withdrawal of a bid, or refusal to accept an award of PO without justifiable basis as determined by NPL Tender committee
- h) Any attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Supply of torrefied pellets which is substandard, or way beyond acceptable standards as per the bid requirement.
- k) Wilful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- l) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, Contractor may be cautioned based on initial transgressions.
- m) NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of black listed company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.
- n) NPL Tender committee with final approval by the competent authority of NPL shall take decision on blacklisting of any entity based on the recommendation of Head –Fuel sourcing.

**ANNEXURE X: FORMAT FOR RAISING DISAGREEMENT AGAINST  
NPL QUALITY**

<b>Intimation to NPL - Fuel Sourcing through Email/letter</b>		<b>Date of intimating Disagreement</b>	
<b>Sampling date and time</b>		Name of contractor's representative who witnessed the sampling process	
<b>Preparation date and time</b>		Name of contractor's representative who witnessed the sampling process	
<b>Analysis date and time</b>		Name of contractor's representative who witnessed the analysis process	
<b>Disagreement with regard to (sampling / preparation / test results)</b>		Name of contractor's representative who witnessed & signed the referee sample sealing	
<b>DISAGREEMENT OF NPL LAB RESULTS</b>			
	Bidder	NPL Test Certificate Reference No.	
NPL Findings (ARB)			
<b>Parameter disagreed</b>	<b>ASH%</b>	<b>GCV(Kcals/Kg)</b>	
NPL Findings (ARB)			
Party's assessment (ARB)			
<b>Reason for Disagreement</b>	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
<b>Suggested Action</b>			Please retain Reserve Sample till disagreement resolved
			Reserve Sample Analysis
			Anything Else
<b>Intimation By</b>			
<b>Contractor's Sign</b>			
<b>Contractor's Seal</b>			

**ANNEXURE XI: FORMAT FOR CAPTURING FEEDBACK BY TSC**

Bidder:.....	Customer 1: .....	Customer 2: .....	Customer 3: .....
Date of collection			
Collected by			
Person contacted			
Mobile no			
Email address			
Knowing the bidder since (period)			
Overall rating: 1 to 10			
Delivery performance Rating 1 to 10			
Quality performance Rating 1 to 10			
Any history of abandoning work			
Bidder's areas of strengths			
Bidder's areas of weaknesses			

Recommendation of TSC:

.....  
.....

**ANNEXURE XII: FORMAT FOR PRELIMINARY INTEREST FOR  
PARTICIPATION IN THE BID PROCESS**

**(On Letter Head of Bidder)**

To,

GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash, Rajpura-140401, Punjab,  
India. Tel. No.: +91-176-2277251/222

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in supply of agro residue based torrefied biomass pellets**

This has reference to your NIT published in Times of India on \_\_\_\_\_. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with NPL in past.

We acknowledge that timely & safe transportation of torrefied pellets without lapse is key requirement and assure you that we shall live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax nos:

Contact person(s):

Designation:

Contact details (incl email):

Main line of Business: Coal washing/Coal Trading/ Coal Mining/ Top three customers:

Any other information:

Yours faithfully,

For.....

Name of the Authorized Person Designation

**Note:**

1. Filled up, signed and stamped copy of above format may be scanned and emailed to [Devendra.Arolkar@larsentoubro.com](mailto:Devendra.Arolkar@larsentoubro.com), [Chetan.Verma@larsentoubro.com](mailto:Chetan.Verma@larsentoubro.com) and [Mohit.Kumar2@larsentoubro.com](mailto:Mohit.Kumar2@larsentoubro.com).

2. Revised / amended documents shall be mailed only to such Parties who have expressed interest. Further participation in the process by any Party who has not expressed interest as per the required format may not be permitted.



**ANNEXURE XIII: Deleted**

**ANNEXURE XIV: DELETED**

**Annexure XV: Format Contract Performance Bank Guarantee**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

Bank Guarantee No..... Date .....

To,  
**The Chief Executive,**  
Nabha Power Limited,  
Near Village Nalash,  
PO Box 28, Rajpura -140401,  
Punjab,  
India.

Dear Sir,

In consideration of M/s. Nabha Power Ltd., (hereinafter referred to as 'NPL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, shall enter into a "Contract" with M/s ..... (Insert name of Bidder) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **SUPPLY OF AGRO RESIDUE BASED TORREFIED BIOMASS PALLETS**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores Only)(as per Cl.no..... of PO no.....dated....., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at .....,and issuing branch at ..... (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Bidder to the extent of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Crores only) (as per Cl.no..... of PO no.....dated....., insert as applicable), as aforesaid at any time up to ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder.

Any such demand made by NPL on the Bank shall be conclusive and binding notwithstanding any difference between NPL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without

previous written consent of NPL and further agrees that the guarantee herein contained shall continue to remain enforceable till NPL discharges this guarantee.

NPL shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. NPL shall also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Bidder or any other course or remedy or security available to NPL. The Bank shall not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter 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 NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that NPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Bidder and notwithstanding any security or other guarantee that NPL may have in relation to Bidder's liabilities.

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of Indian Rupees \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ Crores only) (as per Cl.no..... of PO no.....dated....., insert as applicable), as long as it remains in force.

We, the said Bank, also undertake not to revoke this Guarantee during the currency except with the previous consent of the NPL in writing and agree that any change in the constitution of the said Bidder or the said Bank shall not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ Crores only) ) (as per Cl.no..... of PO no.....dated....., insert as applicable), and shall remain in force up to and including ..... (the date) and shall be extended from time to time for the period, as may be desired by M/s ..... (the Bidder) on whose behalf this guarantee has been given.

This Bank Guarantee shall be operative in our Rajpura/Chandigarh branch.

This Bank Guarantee is governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month, year) at \_\_\_\_\_ (place)

Witness:

\_\_\_\_\_

Signature

Name

Office Address

Signature

Name

Designation with bank Stamp

Attorney as per

Power of Attorney Number:

Date:

Note:

1. The Stamp Paper of appropriate value shall be in the Name of the Bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

**(Bidders at their option may get draft of CPBG vetted by NPL prior to getting the same issued by the Bank.**

**Annexure XVI: Annexure for Declaration of subsidiaries**

(On the letter head of the bidder)

To,

**Mr. Devendra N. Arolkar**  
GM & Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277251 Extn: 222

**Sub: Declaration of subsidiaries under current Tender.**

**Dear Sir,**

With reference to Volume-I, Clause-2, Note-8 i.e. Bidder can sub-contract the work to its current and future subsidiary after taking approval from NPL, we wish to inform you that we are participating in the Tender process by the name of M/s \_\_\_\_\_.

We hereby declare that following organizations are our subsidiaries and we have more than 50% stake in the organizations mentioned below.

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this tender document **NPL/EoI/2019-20/035 and all subsequent revisions/ addendums/ amendments.**

Thanking you,  
Yours faithfully

For .....

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:  
Date:  
Place:

DELETED

**ANNEXURE XVIII: DELETED**

**ANNEXURE XIX : UNDERTAKING FORMAT FOR WITNESS OF EXTRACTION AND  
CONDITIONING OF REFEREE SAMPLE**

I hereby confirm that I have witnessed the process of extracting of reserve sample from the joint custody and the process of conditioning as per the terms of the tender/PO. As per the procedure NPL will now proceed for the testing of the reserve sample. The results of the reserve samples so tested will be final and binding on both the parties and cannot be further challenged by either of the parties

Signature & Seal

Name



**ANNEXURE- XX- PROOF OF ABILITY/EXPERIENCE**

The Applicant shall submit copies of POs of supplies of similar material. Along with proof of satisfactory execution of supplies such as Performance/Completion certificates etc made by them to other IPP's/State Electricity Boards/State Govt./Govt. of India and their Institutions/Undertakings on the Performa given below:

Sl.No	Material	PO No & Date	Quantity Ordered (MT)	Quantity Supplied (MT)	Purchaser's Name, Designation and Contact Details	Remarks
1.						
2.						
3.						
4.						

Note: Copies of Performance /Completion certificates for the PO's mentioned in the table needs to be furnished along with Annexure-XX.

Authorized Signatory:

Name:.....

Designation:.....

Address and Seal of the Applicant: