



Nabha Power Limited

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

Document No: NPL/Alt Coal/2023-24/073

Rev No. 0 Dated: 20-04-2023



BID DOCUMENT FOR

**SUPPLY OF IMPORTED NON-COKING COAL (6300/5800/5700/5000 GAR) UP TO 3 LAKH
TONS TO NABHA POWER LIMITED ON DELIVERED TO PLANT BASIS WITH PRICE VARIATION
FOR CERTAIN ELEMENTS**

Communication Address:

P O Box 28, Near Village Nalash,
Rajpura - 140401, Punjab, India.
Tel. No.: +91-1762-277252 Ext. 267

E-mail: COALTENDERS.NPL@LARSENTOUBRO.COM

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1 DISCLAIMERS AND MISC TERMS

- a. This Bid Document is not an agreement or offer by Nabha Power Limited (**NPL**) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.
- b. While adequate care has been taken to ensure the accuracy, neither NPL nor their directors or employees or advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
- c. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the relevant infrastructure at the Plant for the satisfactory completion of the work. Bidder should note that NPL siding, unloading and testing facilities will be used by multiple Parties including suppliers/contractors of NPL.
- d. Nabha Power Limited may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be uploaded on Nabha Power Limited's website <https://www.nabhapower.com/tenders/coal-procurement-tenders/> under "Tenders".
- e. Bidders in their own interest may communicate to NPL through email their preliminary interest in the Bid process, so that in addition to uploading various documents on the website, NPL may keep them updated from time to time.
- f. Each Bidder unconditionally agrees, understands and accepts that Nabha Power Limited reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of contract, and in such case no Bidder/intending Bidder will have any claim arising out of such action.
- g. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder(s) in the process are not reimbursable by NPL, and NPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- h. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.
- i. NPL reserves the right to abandon this tender process at any stage or reject any or all of the Bids received without assigning any reason whatsoever. Bidders unconditionally

accept NPL's decision in this regard.

- j. Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.
- k. 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 may decide to summarily reject the bid of such bidders. The decision of NPL will be final & binding in this respect and no protest/objection will be entertained. Such bidders may also be blacklisted for future participation in NPL Tenders.
- l. Unless otherwise specified, any requisite document is to be submitted in original.
- m. NPL reserves its right to make changes/amendments to the terms and conditions of PO which do not have any financial impact.
- n. Supplies under this tender may start post completion of balance carried forward supplies under the ongoing contract.
- o. Further order of coal quantity approved from Standing Committee may be released against this tender.
- p. Bidders must have class 3 Digital Signature Certificate (DSC) in the name of (Authorized Signatory) from any of the licensed Certifying Authorities (CA) (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tender process and to participate in the reverse bidding.
- q. To participate in the bidding, Bidders must register themselves on E-portal & obtain login credentials / password and keep the same valid up to completion of bidding process.
- r. Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. A training session on submission of Bids shall also be carried out by the E-portal service provider, at least two days prior to the Bid Due Date.
- s. The figures mentioned in the illustrations given in the Bid Document are only for illustrative purposes. It has no binding on the Contract.
- t. All communications pertaining to this Bid Document shall be addressed to:

Head Procurement

Nabha Power Limited
PO Box No. 28, Near Village Nalash,
Rajpura, Distt. Patiala, Punjab, PIN – 140401
Tel No. +91-1762-277252
Email: COALTENDERS.NPL@LARSENTOUBRO.COM

2 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. 100% of the power produced by the NPL Power Plant is tied up with the Punjab State Power Corporation Limited (“PSPCL”) under a long-term Power Purchase Agreement (“PPA”). Efficient and reliable power from NPL forms the backbone of powersupply to the state of Punjab.

NPL is among the best running power plants of the country having the performance parameters at par with the most efficient power plants around the globe. The coal handling plant of NPL has state of the art technology with crescent type wagon tippler supplied installed and commissioned by L&T Bulk Material Handling unit.

NPL has received numerous awards and accolades such as CII national Energy leader award, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Gold CSR Award, IPPAI award for Best Thermal Power Generator, National Best Employer Brand Award by Economic Times.

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 super critical power plant is being primarily sourced through linkage under the Fuel Supply Agreement (“FSA”) executed for (a) 2.775 MMTPA with SECL and (b) 2.464 MMTPL from NCL.

NPL proposes to engage reputed and competent Suppliers for supply of Imported non-coking Coal for blending with domestic coal.

3 QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the Bidder	Documents Required to be submitted
Technical Qualification Requirements	Supply of Non-Coking/Coking Coal of Foreign or Domestic origin in any one (01) financial year during the preceding three (03) completed financial years (FY 2021-22, FY 2020-21, or FY 2019-20) OR in the current financial year as on date of Bid submission	2 Lakh MT	(a) Experience/ Performance certificate duly certified by Statutory Auditors as per format at Annexure III-A (b) Experience / Performance certificate from purchaser (end-user) for the executed quantity as per format at Annexure III-B
Financial Qualification Requirements	The average annual turnover of Bidder for the preceding three (03) financial years (FY 2021-22, FY 2020-21 & FY 2019-20)	Rupees Two Hundred (200) Crores	Turnover and net worth duly certified by Statutory Auditors as per format at Annexure III-A
	Net worth of Bidder as on 31.03.2022	Rupees Twenty (20) Crores	
Offered Quantity for any option A1, A2, A3, A4, A5, A6 or A7	Minimum Quantity to be offered	2 Lakh MT	To be declared in Covering Letter

MT = Metric Ton

Notes:

- a. Bidding through Consortium is not permitted.
- b. NPL has right to summarily reject / disqualify Bidder at any stage if it transpires to NPL that Bidder has changed its identity to defeat the past poor record and thus attempted to mislead NPL.
- c. Award of PO(s) will be based on price competitiveness and requirement of NPL and governed by other terms and conditions of this Bid document.
- d. Bulk means minimum quantity of 20,000 MT in single contract. Single contract(s) with quantities less than 20,000 MT will not be considered during technical evaluation of the bid.

4 IMPORTANT TIMELINES

Event wise schedule is as under:

Date	Event
19 th April 2023	Publishing of NIT in newspapers
20 th April 2023	Date of availability of Bid document on NPL website
21 st April 2023	Commencement of submission of Bid (online) on e-portal from 11:00 Hrs onwards
24 th April 2023	Closing of submission of online Bid on E-portal (has to be on or before 17:00 Hrs)
24 th April 2023	Receipt of all required physical documents for bid submission has to be on or before 17:00 Hrs, at NPL.
25 th April 2023	Opening Technical Bids at 11:00 Hrs at Rajpura/Patiala
26 th April 2023	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
26 th April 2023	Reverse Bidding (time will be intimated to technically qualified Bidders)

Notes:

- a. NPL reserves the right to amend the above schedules. Interested parties should monitor NPL website for amendments/changes on a regular basis.
- b. Interested parties may express their preliminary interest for participation in this bidding process through the letter as per Annexure XVI. Bidders who have not submitted the EOI can also submit their Bid by the due date and participate in the tender process.

5 VALIDITY TABLE

SL NO	DOCUMENT	VALUE (Rs.)	VALIDITY
01	EMD	50,00,000	30 th September 2023
02	CPS	2,00,00,000	90 days beyond schedule despatch of last rake or settlement of dues, if any, whichever is later.
03	PRICE BID	As per Format in Annexure-IV (as appropriate for various options)	The price bid will remain valid till 30 th September 2023 to order at any point of time within the validity.

The validity of price bid may be extended for supplies beyond 30th September 2023 mutually between NPL and Bidder. However, implementation of the same can be post approval from appropriate authorities.

6 EARNEST MONEY DEPOSIT

6.1. The Bidders are required to make an Earnest Money Deposit (**EMD**) of Rs. 50,00,000/- (Rupees Fifty Lakh only) through RTGS (subject to realization of amount in undermentioned bank account). The bank account details are as follows:

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	9A, Phelps Building, Inner Circle, Connaught Place, New Delhi-110001
Beneficiary Account Number	777705003161
IFSC Code	ICIC0000007

Validity period of EMD should be as per Clause 5 (Validity Table).

6.2. EMD will be refunded to bidders as per the table below:

L1 Bidder and L2/L3 Bidder (whoever matches L1 rate)	Other qualified Bidders	Bidders found non-responsive / not qualified
Within 10 working days of acceptance of PO and submission of CPS.	Within 10 working days of acceptance of PO by Successful Bidder on whom PO is released and accepted.	Within 15 working days from the opening of the financial bids provided EMD is not liable to be encashed as per the succeeding notes.

6.3. NPL shall have the undisputed right to encash the EMD if:

- a) the Bidder withdraws or modify his Bid during the validity period of the Bid;
- b) the Bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has a 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;
- c) the Bidder does not accept the arithmetical correction of its Bid price, if NPL finds any discrepancy during evaluation;
- d) In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Award (LOA) / PO within 10 days working days from the date of issuance; and
- e) Successful Bidder does not accept the PO materially aligned with bidding document. The decision of the NPL whether such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful bidder rejecting the PO despite decision of NPL with regard to material alignment of PO w.r.t Bid document will be authorizing NPL to encash the EMD as per bidding document.
- f) NPL shall have the right to verify the documents submitted by the Bidders and Bidders

shall be responsible to prove the authenticity and genuineness of the documents submitted. If the Bidder(s) fails to prove the authenticity and genuineness of the documents submitted, NPL shall have the right to forfeit the EMD and treat the bid as not responsive.

Important Note: In case Bidder makes false representation with respect to Qualification Requirements or the documents submitted online by the Bidder(s) are found to be not the true copy of their originals, which may be discovered / revealed during bidding process or during the validity of the Contract, EMD or CPG may be encashed and forfeited by NPL and Contract / Purchase Order if awarded may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting / debarring the Bidder from current and future participation in tenders issued by NPL.

7 PREPARATION OF BID

7.1 The complete Bid Document may be downloaded from NPL website <https://www.nabhpower.com/tenders/coal-procurement-tenders/>. Bid submission process consists of two parts, i.e., online submission of Price Bid and requisite documents and physical Bid submission consisting of cover-A. Details are as under:

SL NO	COVER	DOCUMENTS TO BE SUBMITTED	MODE OF SUBMISSION
1	"A"	i. Power of Attorney in favour of Authorized Signatory (Annexure II) along with board resolution	Physical and Online
2	"Other requisite documents"	i. RTGS details of EMD amount deposited in favour of NPL ii. Duly filled and signed & stamped "Covering letter" on Bidder Letter Head as per Annexure-I of the Bid Document iii. Latest version of endorsed bid documents by the Bidder iv. Original Certificates issued by Statutory Auditors required against technical & financial qualification requirement (Annexure III-A) v. Experience / performance Certificates issued by the purchaser(s) for the executed quantity (Annexure III-B) vi. The documents required to demonstrate Technical qualification (Annexure III-A) vii. Self-attested copy of POs/Work orders in support of work experience viii. Memorandum of Association (MoA), Article of Association (AoA) ix. Self-certified copy of applicable Index as on preceding Friday with respect to the last date of Bid submission x. Certificate of incorporation and Board Resolution xi. Copy of GST registration certificate xii. Copy of PAN card	Online
3	"Price Bid"	Price Bid as per Annexure-IV of the Bid Document	Online

7.2 In the event of any discrepancy between "the original document" and any copy of the document submitted with the bid, interpretation by NPL as per the original document shall prevail. In event of the any computational error, the element wise quoted price will be considered as correct bid.

7.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being nonresponsive are liable to be summarily rejected in NPL's sole discretion. Any Bidder specifying

conditions/suggestions may be debarred from participation in the future bidding process.

7.4 The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format of Annexure IV (as applicable). The bid and supporting documents prepared by the Bidder shall be in English language. Documents that are neither in English nor in Hindi shall be supported with notarized English translation. The English translation in such cases shall prevail for all intents and purposes. The prices shall be indicated in figures with landed price as per provided format.

7.5 Price bid shall be submitted online. **Price Bid submitted in physical form shall be rejected.**

7.6 Related and Interested Parties:

7.6.1 Bidder shall submit only one Bid and any of the parent company / Associate / affiliate / Related Parties / ultimate parent company of the Bidder shall not separately participate (directly or indirectly) in the same bidding process.

7.6.2 A Bidder shall not have conflict of interest that affects the bidding process. Further, if any Bidder is having a common interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected in NPL's sole discretion. A Bidder shall be deemed to have a common interest affecting the bidding process in the events:

- a) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its members or any Associate thereof; or
- b) Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same Bid.

8 BASIS OF BIDDING AND OPTIONS

Bidders shall quote the price for only one type of coal of their choice from the options given below in the price bid format (Annexure IV) which will be valid for placing the order as per the validity table. The option details are as under:

Option	Type of coal	Country of Origin	Applicable Index	Publication
A1	5000 GAR	South African	API 4, 6000 NAR	Argus/McCloskey's Coal Price Index Report
A2	5700 GAR	South African	API 4, 6000 NAR	Argus/McCloskey's Coal Price Index Report
A3	6300 GAR	South African	API 4, 6000 NAR	Argus/McCloskey's Coal Price Index Report
A4	5000 GAR	Indonesian	ICI 3, 4600 NAR	Argus/McCloskey's Indonesian Coal Index Report
A5	5800 GAR	Indonesian	ICI 2, 5500 NAR	Argus/McCloskey's Indonesian Coal Index Report
A6	5800 GAR	Australian	API 5, 5500 NAR	Argus/McCloskey's Coal Price Index Report
A7	6300 GAR	Australian	API 6, 6000 NAR	Argus/McCloskey's Coal Price Index Report

Imported coal, delivered to the plant, with price variation permitted for Index price, Exchange rate (applicable on FOB price), Railway Freight and inland taxes/levies/duties.

Elementwise price basis is as under:

A. FOB price:

- i. For Option A1 coal and A2, **FOB price** will be derived by multiplying pro-rata Index rate of the preceding friday of due date of bid submission with SBI TT selling rate of that date.
- ii. For Option A3 to A7 coal, **FOB price** will be derived by multiplying Index rate of the preceding Friday of due date of bid submission with SBI TT selling rate of that date. The respective Index mentioned in the table below.

FOB Price of imported coal shall be subject to variation for payment purpose as elaborated in the FOB Price Methodology including indexation, detailed in **8.12**.

Contractor will provide computation along with supporting credible evidence of applicable indices to determine applicable values.

- B. Discount on Index:** Bidder may quote a firm discount on the prevailing index. The discount will remain firm throughout the contract period.

- C. **Firm Ocean Freight:** Ocean freight will be firm throughout contract period in USD/MT and variation on account of exchange rate will be provided.
- D. **Marine Insurance** will remain firm throughout the period of contract.
- E. **Total Custom Duty**, this element is eligible for variation of tax rate/duty/levy/cess with respect to the rates of quoted date.

Bidders are obliged to be provide further clarification/submit supporting documents ifrequired by NPL for reimbursement.
- F. **Firm Basic Port charges, Inland handling and other administrative charges** at discharge port up to loading on to Railway wagons (including but not limited to stevedoring, port charges, interacting and any incidentals till wagon loading etc.).
- G. **Standard/Nominal Railway freight (indicating the loading Railway siding and freight slab) from indicated loading Railway siding to NPL Railway siding (NPSB).**

Notes:

- (i) Change of loading Railway siding may be done with adequate justification and with prior approval from NPL and consequential change in Railway freight, payment shall be restricted to nominal Railway Freight for the siding indicated in offer or actual nominal Railway freight whichever is less.
 - (ii) This element will be eligible for variation in GST and revision of Railway freight by Indian Railways on the date of supply. Double taxation, if any, shall be to the account of Bidder.
- H. **Goods & Services Tax.**
Note: This element will be eligible for variation in tax rate and will be Payable as applicable. However, double taxation, if any, shall be to the account of Bidder. As on date applicable GST for coal is 5%.
 - I. **GST Compensation CESS.** This element will be eligible for variation in tax rate limited to the applicable tax as on date of supply based on the supporting document. As on date applicable GST Compensation CESS is Rs 400/MT.
 - J. Under GST regime, Contractor is eligible for input tax credit on supply of goods which is to be indicated to NPL during the stage of bid submission in price bid format (Annexure-IV). The same has to be passed on to NPL.

8.1 **In case of any change in tax rate structure which is applicable on the date of supply with respect to prevailing at the time of bidding, same will be admissible for reimbursement. The tax rate structure applicable on the date of supply will only be accepted and has to be based on credible supporting evidence. Double taxation, if any, will be to the account on the Bidder. In case taxes actually paid by the Bidder are with a rate lower than on the date of supply, the reimbursement will be**

applicable to the lower taxes that are actually paid.

- 8.2 Taxes, duties and any financial Government levies under Applicable Law and foreign laws on any account which were applicable at the time of bidding but inadvertently omitted by the Bidder are deemed to have been included in the quoted price. Any new tax or duty which were not applicable and imposed by Government under Applicable Laws post this bidding process, the same will be admissible for payment. Any taxes and duties which are reduced or withdrawn, Contractor/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 will not be paid by NPL from the date of implication.
- 8.3 Increase in cost for any spill over of the rake beyond dispatch schedule for any reason not attributable to NPL and consequential variation in cost to Bidder (taxes, duties, Railway freight, any statutory levies including compliance to the law of land and changes there to) shall to the Bidder's account.
- 8.4 The Bidder is required to comply with documentation for e-way bill.
- 8.5 In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by NPL.
- 8.6 Income Tax payable will be to the account of the Bidder/Contractor. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961, any statutory modification, re-enactment or supplementary/new Act, from all payments on account of Scope of Work or any part thereof completed by Contractor/Bidder. NPL will issue valid certificates for the tax deducted at source.
- 8.7 Bidders are required to comply with all statutory requirements including law of land of sourcing country and, laws of India.
- 8.8 Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura.
- 8.9 Bidders are required to indicate the likely states in India from where supplies would be invoiced, and the respective GST number. Separate vendor registration forms are to be filled in for each invoicing state along with GST number. Before issuance of PO, successful Bidder is required to clearly indicate through official email the breakup of the quantity/equivalent rakes planned for supply from each invoicing location/ state/. Similarly, PO's will be issued for each invoicing state mentioning the quantity to be despatched from that state for GST compliance. NPL will not be responsible for any default in case Bidders do not take proper precautions with respect to documentation.
- 8.10 Bidders are required to comply with the provisions of all Applicable Law and Rules framed thereunder including for supply of coal in Punjab compliance to GST. Notwithstanding any other provision, ownership of the cargo will get transferred to NPL after delivery of coal at NPL Plant at Rajpura. Compliance to required

documentation (including that of e-way bill) is the sole responsibility of the Bidder. Bidder will generate the e-way bill in FORM GST INS-1 or as applicable electronically on the GST portal after furnishing all required information. An e-way bill generated under this rule should be valid till the receipt of goods as specified under GST rules, in case of expiry thereof prior to the time of receipt of goods at NPL Plant, Bidder should arrange to get the extension of the validity of e-way bill under GST. The e-way bill generated shall be shared with NPL at the time of dispatch of goods through email. Further the original copy should be submitted to concern Railway authority.

8.11 No transshipment is permitted. Except, in case of sick wagon is replaced by healthy wagon by Railways at rake loading point duly authenticated by a wagon transshipment certificate issued by loading end Railways Chief Goods Superintendent (CGS) to receiving end CGS.

8.12 **Methodology of FOB Price variation for supply and payment of imported Coal.**

FOB Coal Price Indexation and Indices:

Let's say the FOB price on the date of bid submission is as follows:

Option	Type of coal	Applicable Index	Let's consider the Index rate of the preceding Friday of due date of bid submission	FOB Price (USD/MT)
A1	5000 GAR South African Origin	API 4, 6000 NAR	70.00	= 70 x (5000/6300) = 55.56
A2	5700 GAR South African Origin	API 4, 6000 NAR	70.00	= 70 x (5700/6300) = 63.33
A3	6300 GAR South African Origin	API 4, 6000 NAR	70.00	= 70
A4	5000 GAR Indonesian Origin	ICI 3, 4600 NAR	50.00	= 50
A5	5800 GAR Indonesian Origin	ICI 2, 5500 NAR	60.00	= 60
A6	5800 GAR Australian Origin	API 5, 5500 NAR	60.00	= 60
A7	6300 GAR Australian Origin	API 6, 6000 NAR	65.00	= 65

For Option A1 and A2, price variation purpose during payment, average of the prorated applicable indices of the immediately preceding 4 weeks of dispatch of 1st rake of the Lot and average of SBI TT selling rate (on SBI letter head) of the day of publication of these indices will be considered.

For Options A3, A4, A5, A6 & A7, price variation purpose during payment, average of the applicable indices of the immediately preceding 4 weeks of dispatch of 1st rake of the Lot and

average of SBI TT selling rate (on SBI letter head) of the day of publication of these indices will be considered.

Illustration of Indexation of FOB price:

- a) Let's consider the SBI TT selling rate of the preceding Friday of due date of bid submission is Rs 75.00 per USD
- b) Let's consider the average SBI TT selling rate of the preceding 4 weeks of dispatch of 1st rake of the Lot is Rs 76.00 per USD

Option	Type of coal (GAR)	Let's consider the Index rate of the preceding Friday of due date of bid submission	FOB Price (USD/MT)	FOB Price (Rs/MT)	Let's consider the average Index rate of the preceding 4 weeks of dispatch of 1 st rake of the Lot	FOB Price (USD/MT)	FOB Price (Rs/MT)
A1	5000	70.00	= 70 x (5000/6300) = 55.56	= 55.56 x 75 = 4,167.00	69.00	= 69 x (5000/6300) = 54.76	= 54.76 x 76 = 4,161.76
A2	5700	70.00	= 70 x (5700/6300) = 63.33	= 63.33 x 75 = 4,749.75	69.00	= 69 x (5700/6300) = 62.43	= 62.43 x 76 = 4,744.68
A3	6300	70.00	= 70.00	= 70 x 75 = 5,250.00	69.00	= 69.00	= 69 x 76 = 5,244.00
A4	5000	50.00	= 50.00	= 50 x 75 = 3,750.00	49.00	= 49.00	= 49 x 76 = 3,724.00
A5	5800	60.00	= 60.00	= 60 x 75 = 4,500.00	59.00	= 59.00	= 59 x 76 = 4,484.00
A6	5800	60.00	= 60.00	= 60 x 75 = 4,500.00	59.00	= 59.00	= 59 x 76 = 4,484.00
A7	6300	65.00	= 65.00	= 65 x 75 = 4,875.00	64.00	= 64.00	= 64 x 76 = 4,864.00

9 SUBMISSION OF BID

- 9.1** For online submission of Bid & reverse bidding, Bidders shall register themselves on e-portal <https://npl.abcprocure.com/EPROC/> and obtain the login credentials / password for the same and keep the same valid up to completion of bidding process.
- 9.2** Bidders should understand the online submission procedure thoroughly and then fill up the Bids. Bidder must register themselves/their firm with the E-portal well in advance to understand the process and formalities for online Technical and Price Bid submission. No excuse of insufficient knowledge regarding online submission & physical submission shall be accepted.
- 9.3** Bidders must have class 3 Digital Signature Certificate (DSC) in the name of Authorized Signatory from any of the licensed Certifying Agency (CA) (Bidders can see the list of licensed CAs from the link www.cca.gov.in) for submission of Technical and Price Bid and to participate in reverse bidding.
- 9.4** Bidders shall fill-up/submit the Bid online in the format provided by the E-portal.
- 9.5** In case of any further information regarding online submission of Price Bid/ reverse bidding or if Bidder needs any assistance in accessing/submission of Price Bid/clarification or if training is required for Price Bid submission/ reverse bidding, then Bidders can contact M/s. e-Procurement Technologies Limited (ETL) as per the below details:

e-Procurement Technologies Limited	Contact person and respective contact numbers are as follows: (a) Abhik Pramanik (email: abhik.p@eptl.in ; mobile: 78598-00609) (b) Ashish Sharma (email: ashish.sharma@eptl.in ; mobile: 95108-13415) (c) Komal Dave (email: komal.d@eptl.in ; mobile: 99044-07998) (d) Common email address: Support@abcProcure.com Website- https://npl.abcprocure.com/EPROC/
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- 9.6** Also, Bidders shall submit their Bids which consist of Cover-A in physical form, at the following address on or before the date and time mentioned in Tender Timelines (Clause 4):

Head Procurement

Nabha Power Limited

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

Contact: 01762-277252

E-mail: coaltenders.npl@larsentoubro.com

9.7 The Bidders shall send their Bids either by registered post, speed post, courier or by hand delivery, to reach NPL at the specified address on or before the Bid due date & time. Bids submitted by telex/fax/e-mail shall not be considered for evaluation under any circumstances.

9.8 The Bidders, in their own interest are advised not to wait till the last moment, to submit their bids. NPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, DSC related issues, issues related to equipment, hardware and software, delay in transit by registered post, speed post, courier or delay by hand delivery etc. 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.

9.9 Validity of Bids:

The Bids submitted should be valid for acceptance till the date as mentioned in validity table in Clause 5.

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

10 BID OPENING AND EVALUATION METHODOLOGY

10.1. **Stage-1:** The cover A will be opened in the presence of NPL tender committee and Punjab State Power Corporation Limited (PSPCL) representatives (if deputed) as per the timelines specified.

10.2. Evaluation of the “Responsiveness” will be done as per the following chart:

SL. NO.	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Has the Bidder submitted document as mentioned for Stage-I				
2	Does cover “A” contains POA as per Annexure of the Bid Document?				
3	Does the EMD is of required amount and valid as per requirement?				
4	Is the Power of Attorney as per the specified format?				

10.3. Bids which are not complete in all aspects as stipulated above and/or without EMD are liable for rejection. NPL may at its discretion accept any non-material/ minor deviations. NPL and PSPCL representative(s) (if deputed) for tender process shall have the discretion to decide whether the deviation is non-material/ minor.

10.4. Balance requisite documents to be opened only for those Bidders who meet the responsiveness requirements.

10.5. After opening balance requisite documents, Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened online in the presence of NPL tender committee and PSPCL representative (if deputed) as per the specified timelines. Ranking of Bidders shall be prepared on the basis of cost evaluation, in the sequence of lowest to highest (increasing order).

10.6. Reverse Bidding:

10.6.1 Selection of Bidders for reverse bidding: All the Qualified Bidders, excluding H1 Bidder, are eligible for participation in the reverse bidding, if the total number of Qualified Bidders including H1 Bidder is more than three. However, H1 Bidder shall not be excluded from participation in reverse bidding if total number of Qualified Bidders including H1 bidder is three.

10.6.2 *Deleted.*

10.6.3 Reverse bidding start price: The lowest price irrespective of option (A1 to A7) in Rs/Mcal discovered during close bidding shall be the opening price (start price for reverse bidding). Projection of opening price on the screen shall initiate the reverse bidding process, which

shall be conducted as per the instructions and procedure provided by the E-portal service provider at the time of reverse bidding.

10.6.4 Decrement value: Rs 0.01 per Mcal or higher (in multiples of Rs/Mcal).

10.6.5 During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. During reverse bidding, the decrement in Landed Cost shall be effective only against "Discount on Index" and the same shall be firm during the validity of the price bid. Detailed procedure for reverse bidding shall be uploaded on E-portal of service provider and training session will also be conducted by the service provider.

During reverse bidding, if no Bid is received within the specified time, then the L1 Price Bid already discovered, irrespective of the option (A1 to A7) shall be the closing price for the reverse bidding.

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

10.8. **Evaluation for Qualification:** The Bid will be evaluated as per technical qualification as per clause 3 and clause 7.1 above.

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

10.9. **Evaluation of the Price Bid**

- a. Evaluation would be based on the landed price (Rs/Mcal) delivered to NPL Plant. Price Bids of the Qualified Bidders will be opened in the presence of NPL representative, and PSPCL representatives as per the timelines. The evaluation shall be done based on eligible bid which has offered the lowest landed cost to NPL Plant on delivered to NPL Plant basis inclusive of taxes, duties, levies.
- b. Decision of NPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. NPL also reserves the right not to enter into any contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of NPL or higher than prices of coal from alternative sources. NPL's decision in this regard shall be final and binding on all the Bidders and NPL will not be liable to pay and damages/compensation/cost etc. to any Bidder.
- c. Bidders will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either NPL's decision or its right to make such decision at any time.

The Successful Bidders will be bound to accept LoA(s) /Contract(s) /PO(s), issued pursuant to this Bidding Process. Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder and will result in consequences for withdrawal of the Bid including but not limited to forfeiture of EMD. In such event NPL will also be free to enter into a Contract with any other Bidder participating in the process.

11 NEGOTIATIONS AND AWARD OF CONTRACT

NPL at its own discretion may conduct the reverse bidding. The start/opening price of the reverse bidding shall be as per clause 10.6.3. Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the E-portal service provider at the time of reverse bidding.

During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. Detailed procedure for reverse bidding shall be uploaded on E-portal of service provider and training session will also be conducted by the service provider.

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between NPL and the Successful Bidder(s) shall come into existence by the following process:

- a) NPL may award a Contract(s) to more than one Successful Bidder and such Contract shall incorporate the terms of this Bid Document.
- b) NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s).
- c) NPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). NPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.
- d) The Bidder(s) shall indicate its subsidiaries/Related Parties as per Annexure-XIX. NPL may (in its sole discretion) place an order, by issuing a Purchase Order, to the related party/subsidiary of the Bidder provided that such Purchase Order shall always be subject to the terms & conditions of the Contract. In the event of any default by any related party or subsidiary of the Bidder, the default shall also be deemed to be a default on the part of the Bidder and bear the consequences thereof.

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

12 CONTRACT PERFORMANCE SECURITY (CPS)

Within 10 working days of award of LoA/Contract, the Successful Bidder shall furnish CPS of Rs 2 Crore to NPL. Successful Bidder who has submitted the EMD through RTGS, their EMD will be rolled over as part of CPS and the balance CPS shall be submitted by the Successful Bidder within the above specified period. The same will be valid as per Clause 5 (Validity table). In case Bidder wishes to submit a Contract Performance Bank Guarantee (CPBG) for CPS then the EMD submitted through RTGS will be refunded within 7 days of acceptance of CPBG. The CPBG shall be as per the format provided (Annexure-V). In case, a subsequent PO is issued by NPL, the CPS available with NPL will be considered for supplies against subsequent PO.

Contract Performance Security will be kept as safeguard against unsatisfactory performance during the Period of the Bid/Contract validity. In case of such unsatisfactory performance, NPL at its discretion may invoke the CPS either in full or in part as the situation may require; and the Bidder will have to submit a fresh CPS 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 submit fresh CPBG/replenish the shortfall amount as per the stipulated time of 2 weeks, then NPL will be at liberty to withhold the payment due for supplies already made to the extent of CPBG/replenishment required.

No interest will be payable on the Contract Performance Security.

Note: Contract Performance Bank Guarantee (CPBG) shall be issued either by ICICI Bank, HDFC Bank, Axis Bank, Kotak Mahindra Bank or any Indian Nationalized Bank.

13 CONTRACT QUANTITY AND SCHEDULE OF SUPPLY

13.1. Contract Quantity

Imported Coal: Up to 3 Lakh Metric Tons uniformly distributed with weekly delivery schedule throughout the period till 25th September 2023. Tentative schedule is as under. NPL at its option may changes the schedule as desired and will communicate through weekly schedule letter.

Month	Quantity
May 2023	0.50 Lakh MT
May 2023	0.50 Lakh MT
June 2023	0.50 Lakh MT
July 2023	0.50 Lakh MT
August 2023	0.50 Lakh MT
September 2023	0.50 Lakh MT

NPL reserves the right to negotiate with the L1 Bidder (after reverse bidding) in consultation with PSPCL, as follows. After negotiations with L1 Bidder, discussion may be carried out with L2 and L3 Bidders in the order of their merit position to match L1 rate. In case the L2 Bidder does not match the L1 price, no LOA/PO will be placed on L2 Bidder and subsequent discussion will be carried out with L3 Bidder to match the L1 price. However, if L2 Bidder matches the L1 rate, no subsequent discussion with L3 Bidder shall be carried out.

NPL may award (single/multiple) contract(s) for 70% of the required quantity to L1 Bidder (limited to quantity offered by the Bidder) and then rest 30% to L2 Bidder or L3 Bidder (as applicable) at the L1 price. However, this is not binding. If in NPL's opinion this is not in its interest, NPL have the liberty to decide as deemed fit. In case quantities to be ordered in a particular month are lower than the minimum quantity that is required to be offered as above, NPL may decide not to split the quantity for that month.

NPL may place LOA/PO to the Supplier for the quantity over and above the minimum quantity declared by them after taking written consent of the Supplier.

Within the overall norms as above, in order to optimally utilize available coal with different qualified Bidders/ prospective Bidders, swapping may be resorted to as per mutual agreement amongst Bidders and NPL.

13.2. Schedule of Supply

Activity	Timelines
Commencing despatch of 1 st Rake from loading siding	Within 10 days (or earlier as per mutual agreement) from clearance through email/LOA/PO date.
Weekly Schedule for despatch	Weekly schedule will be communicated to the Contractor/Supplier through a letter indicating firm schedule for the first week of schedule and indicative schedule for the next 2 to 3 weeks. Once the schedule for a particular week is firm, it shall not be changed.
Re-starting the supplies	In case NPL advises to stop supplies for a period more than 15 days, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.
Early dispatches	No incentive is payable for early dispatch. Further, in case of early delivery, base/trigger date for payment will be reckoned from 7 days after scheduled delivery. In the cases where early delivery is desired by NPL, base/trigger date for payment will be considered from actual dispatch date.
Restriction of Railways	Schedule will be extended commensurately in case of restrictions by Railways for loading for NPL Railway siding (NPSB) exceeding 3 consecutive days or cumulatively 7 days in a window of 30 days period (for computing the Lot) starting from first scheduled date of dispatch subject to the condition that such restriction is not attributable to the Bidder. Relief on this account has to be supported/ demonstrated by appropriate documents including but not limited to proof of indents placed.
Conversion of indicative schedule to firm schedule	Lead time of 7 days will be provided for conversion of indicative schedule to firm schedule.
Uniform dispatch during the week	Contractor is required to dispatch rakes uniformly within a week to the extent practicable and not bunch the same. In case of bunching in the first half of the week, the dispatch date may be reckoned as last day of the weekly schedule for determining trigger date for the payment.

Notes:

- a) This Schedule for supply of Coal will be subject to and adjusted to technical requirements of power generation from NPL and approval of its off-take, including governing rules and policies as applicable from time to time, including that of Punjab State Power Corporation Limited (PSPCL) and/or Punjab State Electricity Regulatory Commission (PSERC) / **Standing Committee/ Statutory Authorities.**
- b) It may be noted that as per the directions of the authorities, NPL cannot make any take or pay commitment.
- c) In case PO is released on more than one Party, NPL may specify staggered/parallel delivery schedule, which will be binding on the Bidders within the overall provisions of

the Bid document.

- d) Liquidated damages (Clause 15.5) applicability will be amended suitably in case NPL desires amendments/ changes to schedules. Liquidated damages applicability will be suitably relaxed in case of restrictions for loading imposed by Railways due to reasons other than attributable to the Bidder/Supplier.
- e) Tolerance on supplied quantity on NPL total received weight basis: Quantity specified in the PO less 4000 MT (1 rake quantity) so as to ensure that dispatches will be in full rake quantities.

In case of requirements during part of the month, proposed ordering quantities will be pro-rated based on the offered quantity of a month divided by 4 weeks. Schedule/changes to schedule will be indicated through separate letter.

13.3. Resolution For unforeseen situation

Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various anticipated scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document, same will be dealt with prudent business practices and as per the requirement of NPL. 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 PSPCL/ PSERC as well as practical aspects/ good practices. Bidders are encouraged to get clarified ambiguities if any.

14 SCOPE OF WORK AND TECHNICAL SPECIFICATION

14.1 The Bidder's Scope of Work:

Source import and supply of imported non-coking steam Coal of foreign origin and delivery up to Nabha Power Limited's plant at Rajpura Punjab as per the required specifications as under. Scope of Work also includes all the required and incidental activities thereto.

Delivery Point:

The Delivery Point for Coal will be up to the designated location, i.e., up to the wagon tippers as per the direction of engineer in charge of CHP/Fuel Sourcing at NPL Plant at Rajpura. The Bidder will intimate NPL representatives in advance regarding likely delivery period. Bidders are advised to assess all the infrastructure including the facilities within NPL plant at Rajpura.

Coal Specifications – Option-A1 5000 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	14%	20% Max	>20%
Ash (ARB)	26 %	29% Max	>29%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		20-27 %	-
Sulphur (ADB)	0.50%	<=0.5%	> 0.9%
Gross Calorific Value (GAR)	5000 Kcal/kg	5000-4400 Kcal/kg; Linear energy adjusted range: (5000-4700 Kcal/kg)	<4400 Kcal/kg
HGI	-	60-75	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	>50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A2 5700 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	18% Max	>18%
Ash (ARB)	23 %	26% Max	>26%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		20-27 %	-
Sulphur (ADB)	0.50%	<=0.5%	> 0.9%
Gross Calorific Value (GAR)	5700 Kcal/kg	5700-5000 Kcal/kg; Linear energy adjusted range: (5700-5300 Kcal/kg)	<5000 Kcal/kg
HGI	-	60-75	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	>50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A3 6300 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	15% Max	>15%
Ash (ARB)	18 %	20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		22-30 %	-
Sulphur (ADB)	0.50%	<=0.5%	> 0.9%
Gross Calorific Value (GAR)	6300 Kcal/kg	6300-5600 Kcal/kg; Linear energy adjusted range: (6300-5900 Kcal/kg)	<5600 Kcal/kg
HGI	-	45-60	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	>50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A4 5000 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	28%	32% Max	>32%
Ash (ARB)	15 %	20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		34-40 %	-
Sulphur (ADB)	0.50%	<=0.5%	> 0.9%
Gross Calorific Value (GAR)	5000 Kcal/kg	5000-4400 Kcal/kg; Linear energy adjusted range: (5000-4700 Kcal/kg)	<4400 Kcal/kg
HGI	-	40-60	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	> 50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A5 5800 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	20%	22% Max	>22%
Ash (ARB)	8 %	10% Max	>10%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)		32-38 %	-
Sulphur (ADB)	0.50%	<=0.5%	> 0.9%
Gross Calorific Value (GAR)	5800 Kcal/kg	5800-5100 Kcal/kg; Linear energy adjusted range: (5800-5400 Kcal/kg)	<5100 Kcal/kg
HGI	-	40-60	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	> 50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A6 5800 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	15% Max	>15%
Ash (ARB)	18%	20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	27%	35% Max	-
Sulphur (ADB)	0.5%	0.5%	> 0.9%
Gross Calorific Value (GAR)	5800 Kcal/kg	5800-5100 Kcal/kg; Linear energy adjusted range: (5800-5400 Kcal/kg)	<5100 Kcal/kg
HGI	-	45-70	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	>50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A7 6300 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	ACCEPTABLE RANGE	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	15% Max	>15%
Ash (ARB)	12%	14% Max	>14%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	27%	35% Max	-
Sulphur (ADB)	0.5%	0.5%	> 0.9%
Gross Calorific Value (GAR)	6300 Kcal/kg	6300-5600 Kcal/kg; Linear energy adjusted range: (6300-5900 Kcal/kg)	<5600 Kcal/kg
HGI	-	45-70	
Maximum Limit of Fines Below 2.00 mm Size In Coal.	35%	50%	>50%

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

- 14.2** Transportation from overseas mine to loading port, arranging vessels and shipping to Indian Ports, arranging for insurance, stevedoring, handling, storage, port clearances, intercarting, arranging railway rakes, loading into rakes, transportation and delivery at the NPL Plant at Rajpura.
- 14.3** All other activities including clearing and forwarding of the consignments like customs clearance, coordination with port, railways and any applicable statutory authorities and any other activity that may be needed to deliver the coal up to the Nabha Power Limited's plant at Rajpura Punjab shall also be part of scope of work of Successful Bidder/Contractor.
- 14.4** All liaison, coordination at load port, discharge port, railways, handling agents etc. shall also be part of scope of work of Contractor.
- 14.5** The Contractor shall arrange for requisite plots at the port for stocking Coal to be supplied to NPL.
- 14.6** The Contractor shall be responsible for watch and ward (including, keeping a check to avoid coal from catching fire) of the Coal stock at such plots at port. They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior Coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Contractor.
- 14.7** Facilitating drawing of independent sample by NPL representative from the stockpile, in case NPL opts for the same.
- 14.8** Facilitating periodic inspection of stockpile by NPL representative, whenever NPL requests for the same.
- 14.9** In order to have up-to-date information about indenting, loading, dispatches and movement of coal rakes on daily basis, the Bidder will keep Fuel Sourcing Group, NPL informed on the following matters on daily basis:
- a. Rakes indented
 - b. Rakes being loaded
 - c. R.R. Details, i.e., RR No., FNR No., RR Wt., Details of indent against which the Rake loaded etc.
 - d. Rakes in pipeline
 - e. Likely time of receipt of rakes at NPL siding.
 - f. Copy of RR immediately after generation.
 - g. Original RR to be submitted within 7 days of receipt of rake.

The above information may be shared as per the predetermined methodology (by email),

generally @ 09.00 A.M. on a daily basis.

Any penalty/claim made/raised by Railway due to non-availability of RR copy, the same shall be deducted from Bidder's payable. In case of any other penalty/claim observed by government, Bidder/Contractor needs to settle the same before the rake reaches NPL Plant. Bidder to essentially inform NPL Railway operations team and CHP team / control room as soon as the rake arrives at serving station to NPL Railway siding and track its movement and alert NPL Railway operations team and CHP team / control room as and when rake is entering NPL premises. Bidder is also expected to identify rake nomenclature and match each wagon with respect to Railway Receipt (RR) and take up with Railways in case of missing wagons or other discrepancy (if any).

15 PENALTIES AND VARIOUS ADJUSTMENTS

15.1. For the purpose of penalties/adjustments, the weighted average GCV of one Lot will be arrived considering- (a) the rakes with GCV within linear adjustment range and (b) rakes above base GCV i.e., 5000 GAR for option-A1, 5700 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4, 5800 GAR for option-A5, 5800 GAR for option-A6 and 6300 GAR for option-A7.

No incentive will be payable for rakes received above base GCV and the rakes above base GCV will be capped at 5000 GAR for option-A1, 5700 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4, 5800 GAR for option-A5, 5800 GAR for option-A6 and 6300 GAR for option-A7 for all calculations & payable amount.

In case one rake in a Lot received with GCV below linear adjustment range, the same will be considered in weighted average GCV of the Lot. In case more than one rake in a Lot goes below linear adjustment range, then, excluding one rake (with highest GCV below linear adjustment range), other rakes below linear adjustment range will not be considered in weighted average GCV and will be treated independently on rake-to-rake basis.

Illustration for option-A2 coal capped @5700 GAR is as under:

Rake No	Actual GCV-ARB	Considered GCV-ARB	Approx. Weight (MT)	Payable @ Rs10,000/MT at base GCV of 5700
1	5800	5700	3,850	= 34,650 X 10,000 X 5569/5700
2	5750	5700	3,850	
3	5700	5700	3,850	
4	5650	5650	3,850	
5	5600	5600	3,850	
6	5550	5550	3,850	
7	5500	5500	3,850	
8	5450	5450	3,850	
9	5275	5275	3,850	
Wt. Avg./ Total		5569	34,650	= Rs 33.85 Crore (for 9 rakes)
10	5250	5250	3,850	= 3,850 X 10,000 X 5250 X 90%/5700 = Rs 3.19 Crore (for 1 rake)
Total			38,500	= Rs 37.05 Crore (for 10 rakes)

In the month end, if the available balance rakes are less than or equal to 5, then these rakes will be considered in preceding Lot.

In the month end, if the available balance rakes are more than 5 and less than 10, then a Lot will

be formed for those number of rakes.

The index and SBI TT selling rate applicable on these rakes will also be as per the rates applicable to the preceding Lot.

All the other quality parameters and associated penalties will be treated independently irrespective of the Lot.

15.2. Penalty on account of excess moisture over Base Total Moisture:

For Option-A1 Coal:

In case the TM% as analysed at NPL within 14 % to 20% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight = Rake Qty {1 - (Actual TM% - Base TM%)}

Beyond 20% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty [1-{(Acceptable TM% - Base TM%) + ((Actual TM% - Acceptable TM%) x 1.5)}]

For Option-A2 Coal:

In case the TM% as analysed at NPL within 12 % to 18% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight = Rake Qty {1 - (Actual TM% - Base TM%)}

Beyond 18% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty [1-{(Acceptable TM% - Base TM%) + ((Actual TM% - Acceptable TM%) x 1.5)}]

For Option-A3 Coal:

In case the TM% as analysed at NPL within 12% to 15% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight = Rake Qty {1 - (Actual TM% - Base TM%)}

Beyond 15% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty [1-{(Acceptable TM% - Base TM%) + ((Actual TM% - Acceptable TM%) x 1.5)}]

For Option-A4 Coal:

In case the TM% as analysed at NPL within 28% to 32% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight = Rake Qty {1 - (Actual TM% - Base TM%)}

Beyond 32% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty $[1 - \{(Acceptable\ TM\% - Base\ TM\%) + ((Actual\ TM\% - Acceptable\ TM\%) \times 1.5)\}]$

For Option-A5 Coal:

In case the TM% as analysed at NPL within 20% to 22% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight = Rake Qty $\{1 - (Actual\ TM\% - Base\ TM\%)\}$

Beyond 22% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty $[1 - \{(Acceptable\ TM\% - Base\ TM\%) + ((Actual\ TM\% - Acceptable\ TM\%) \times 1.5)\}]$

For Option-A6 Coal:

In case the TM% as analysed at NPL within 12% to 15% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty $\{1 - (Actual\ TM\% - Base\ TM\%)\}$

Beyond 15% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty $[1 - \{(Acceptable\ TM\% - Base\ TM\%) + ((Actual\ TM\% - Acceptable\ TM\%) \times 1.5)\}]$

For Option-A7 Coal:

In case the TM% as analysed at NPL within 12% to 15% then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty $\{1 - (Actual\ TM\% - Base\ TM\%)\}$

Beyond 15% it will attract heavy penalty.

Formula: Corrected weight = Rake Qty $[1 - \{(Acceptable\ TM\% - Base\ TM\%) + ((Actual\ TM\% - Acceptable\ TM\%) \times 1.5)\}]$

15.3. Penalty on excess fines/oversized coal in the Rake:

It is to be noted that this coal is fed directly to plant and hence size control is imperative. The Bidder will endeavour to ensure that fines in the Coal delivered in the rake at NPL's power plant are not above 35% of received quantity and quantity of oversized coal is not above required specification. The assessment of quantum of oversize coal will be jointly done by Fuel Sourcing and CHP departments of NPL by visual inspection which Bidder's representative (if present) may witness/sign. In absence of Bidder's representative, the joint assessment carried out by Fuel Sourcing and CHP team shall be final and binding on the Bidder.

- a. If the quantity of fines of size $\leq 2.00\text{mm}$ is above 35% in the Coal delivered or quantity of oversized coal of (a) size $> 50\text{ mm}$ to $\leq 100\text{ mm}$ is above 10% in the rake or (b) size 100 mm to $\leq 250\text{ mm}$ is above 5% in the rake, then the weight of the Coal will be reduced from excess TM adjusted Weight as per following formula:

$$\text{Weight of Coal to be reduced} = (A*B/100)*0.1$$

Where,

“A” is quantity of Coal received at the NPL

“B” is increase in quantity of coal with fines above 35% in percentage value or quantity of oversized coal of (a) size $> 50\text{ mm}$ to $\leq 100\text{ mm}$ is above 10% in the rake or (b) size 100 mm to $\leq 250\text{ mm}$ is above 5% in the rake

Illustration

If quantity of fines is 40% then $B = (40-35) = 5$

if NPL received quantity is 4000 tonnes, then $A = 4000$

and If TM adjusted NPL weight is 3960 tonnes

Weight of coal to be reduced $= (4000*5/100)*0.1 = 20\text{ tonnes}$.

Effective weight after adjusting fines $= 3960 - 20 = 3940\text{ tonnes}$

If the quantity of fines of size $\leq 2.00\text{mm}$ is above 50% in the Coal delivered, then it will be considered in heavy penalty zone. Heavy penalty zone will attract 1.5 times of penalty applicable for previous ranges.

If the size of delivered coal $> 50\text{ mm}$ to $\leq 100\text{ mm}$ is above 10%, then it will be considered in heavy penalty zone. Heavy penalty zone will attract 1.5 times of penalty applicable for previous ranges.

- b. Oversized coal of $> 250\text{mm}$ delivered will normally be rejected. Part payment, if any, will be decided by NPL. Bidder should avoid loading of oversized coal. In case oversized coal of $> 250\text{mm}$ is delivered in a rake then

$$\text{Weight of Coal to be reduced} = (A*B/100)*0.5$$

Where,

“A” is quantity of Coal received at the Plant,

“B” is % of coal with size $> 250\text{ mm}$

(Example if quantity of Coal of size $> 250\text{ mm}$ is 5% then $B = 5$).

Note: Above formulae to be used for entire slab (unlike Income Tax computation).

15.4. Penalty on Lower GCV:

The GCV of the coal delivered will be analysed on rake-to-rake basis and weighted average parameter (as mentioned in 15.1) will be considered for billing and payment.

Option-A1 - 5000 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
5000	=< 5000 and >=4700 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5000)
	< 4700 and >=4400		{Landed price per ton * Actual GCV/(5000)}*0.80
	< 4400		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5000)}*0.50
	> 5000	No additional incentive. Energy adjustment basis limited to 5000 kCal/kg	

Option-A2 - 5700 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
5700	=< 5700 and >=5300 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5700)
	< 5300 and >=5000		{Landed price per ton * Actual GCV/(5700)}*0.90
	< 5000		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5700)}*0.50
	> 5700	No additional incentive. Energy adjustment basis limited to 5700 kCal/kg	

Option-A3 - 6300 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
6300	=< 6300 and >=5900 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(6300)
	< 5900 and >=5600		{Landed price per ton * Actual GCV/(6300)}*0.90
	< 5600		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(6300)}*0.50
	> 6300	No additional incentive. Energy adjustment basis limited to 6300 kCal/kg	

Option-A4 - 5000 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
5000	=< 5000 and >=4700 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5000)
	< 4700 and >=4400		{Landed price per ton * Actual GCV/(5000)}*0.80
	< 4400		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5000)}*0.50
	> 5000	No additional incentive. Energy adjustment basis limited to 5000 kCal/kg	

Option-A5 - 5800 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
5800	=< 5800 and >=5400 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5800)
	< 5400 and >=5100		{Landed price per ton * Actual GCV/(5800)}*0.90
	< 5100		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5800)}*0.50
	> 5800	No additional incentive. Energy adjustment basis limited to 5800 kCal/kg	

Option-A6 - 5800 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
5800	=< 5800 and >=5400 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5800)
	< 5400 and >=5100		{Landed price per ton * Actual GCV/(5800)}*0.90
	< 5100		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5800)}*0.50
	> 5800	No additional incentive. Energy adjustment basis limited to 5800 kcal/kg	

Option-A7 - 6300 GAR Base GCV:

Price Base GCV (ARB) / GAR (kcal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake or Lot (kcal/kg)	Compensation	Remarks/Formula
6300	=< 6300 and >=5900 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(6300)
	< 5900 and >=5600		{Landed price per ton * Actual GCV/(6300)}*0.90
	< 5600		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(6300)}*0.50
	> 6300	No additional incentive. Energy adjustment basis limited to 6300 kCal/kg	

15.5. Liquidated Damages (LD) for Delayed Dispatch of rakes:

If in any week the total number of rakes to be dispatched is not dispatched till the last day of that week as per schedule, then the rakes which are delayed beyond the last day of the specified week schedule will attract LD which will be levied at **0.25%** of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be despatched) for each day's delay beyond the last day of the week on which that rake was scheduled to be dispatched to the plant subject to a ceiling of **2.5%** of the nominal rake value. This will be computed on rake-to-rake basis. The parties agree and confirm that the LD are genuine pre-estimate of the loss, which NPL will suffer on account of such delay. This is also governed by provision of Clause 13.2.

RR Invoice date will be considered as despatch date of the rake.

Example of LD applicability:

Week No	Pro-rata rakes to be Dispatched	Rakes to be dispatched in the week	Actual dispatch	Rakes in penalty
1st (15 th June'23 to 21 st June'23)	5	Rake 1 to Rake 5	Rake 1 to Rake 4	Rake# 5 penalty for each day for each rake beyond 21 st June 2023.

Notes:

- a) In case of restriction imposed by Railways, the LD schedule will be correspondingly extended as mentioned in clause 13.2 unless the restriction is attributable to the specific Supplier/ Contractor/Bidder.
- b) Liquidated damages applicability will be relaxed suitably in case NPL desires amendments/ changes to schedules. In case NPL advises to stop supplies for a period more than 15 day, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes. NPL will not bear / reimburse any storage / cargo handling cost due to whatsoever may be the reason. Bidder to furnish evidence of indents placed at loading Railway siding for NPL's reference.

Heavy Penalty for delayed despatch of rakes: In case the delay in despatch of rakes goes beyond 30 days from the last day of specific week schedule, the heavy penalty on the delayed rakes will be levied as follows:

Delayed despatch from last day of specific week schedule:

- i. From 31st day to 40th day = 2.5% of the nominal rake value + Rs 15 lakh
- ii. From 41st day to 50th day = 2.5% of the nominal rake value + Rs 30 lakh
- iii. From 51st day to 60th day = 2.5% of the nominal rake value + Rs 45 lakh
- iv. From 61st day to 70th day = 2.5% of the nominal rake value + Rs 60 lakh
- v. From 71st day & above = 2.5% of the nominal rake value + Rs 60 lakh

15.6. Penalty for non-supply of rakes: In case of non-supply of rakes w.r.t. the rake schedule provided by NPL, penalty @ 2.5% of the nominal rake value + Rs 60.00 Lakh per rake will be levied for the rakes not supplied by the Bidder. However, in case of delayed supply Penalty as mentioned above will be applicable. This will be over and above any other penalty that is leviable or any other Penal action as per the provisions of the Tender.

15.7. Penalty on excess Sulphur:

No rake with Sulphur percentage in excess of 0.5% will generally be dispatched. Sulphur testing

shall be carried out by the supplier at the lab as per the note below.

NPL reserves right to participate/ monitor/ witness sampling and testing for which supplier will give sufficient notice to NPL as well as cooperate with NPL. NPL reserves right to test Sulphur at its end. If Sulphur content of the rake as per sampling/ analysis at loading point (if not analysed by NPL at the Plant end) exceeds the Base Sulphur content, a penalty @ Rs 15.00 perMT for every increase of 0.1% or part thereof (on prorated basis) will be levied on payable weight for Sulphur content up to 0.9%. However, if Sulphur content of a rake is more than 0.9%, then recovery @ Rs 100.00 per MT for every increase of 0.1% or part thereof (on pro-rata basis) will be made on payable weight. This recovery shall be made as per Income Tax Slab. The Sulphur content below the Base value will be ignored. Rakes for which NPL conducts Sulphur analysis at receipt end, the quality results of NPL receipt end shall prevail for that rake. Coal having Sulphur content in excess of the maximum range specified are liable to attract penalty.

Illustration 1: if the sulphur (ADB) of a rake is 0.59 % then the deduction per MT would be
 $= (0.59-0.5) * 15 / 0.1 = 0.09 * 150 = \text{Rs } 13.5 \text{ per MT}$

Illustration 2: if the sulphur (ADB) of a rake is 1.05 % then the deduction per MT would be
 $= \{[(0.9-0.5) * 15 / 0.1] + [(1.05-0.9) * 100/0.1]\} = \{60 + 150\} = \text{Rs } 210 \text{ per MT}$

NOTE: Bidder may choose from approved laboratories of well-known and reputed IIAC, i.e., M/s Inspectorate Griffith India Pvt. Ltd or M/s SGS India Pvt Ltd or any other party of similar stature subject to mutual acceptance.

15.8. Penalty on excess Ash:

- (a) For every 1% increase in Ash (ARB) for the Lot above base parameter and up to 2% above base parameter mentioned in Clause 14, of A1 to A7 coals, penalty for deviation @ INR 50 PMT shall be applicable. Taxes / duties shall be paid as per reduced prices.

Illustration:

Base Ash (ARB) for A1 Coal: 23%

Lets say, received Ash (ARB) for A1 Coal: 24.8%

Deviation: 24.8% - 23% = 1.8% (< 2%)

Received Quantity of Lot after TM & Fines adjustment = 40,000 Tonnes

Penalty for Ash (ARB): INR 50 x (24.8% - 23%) x 100 x 40,000 = INR 36,00,000

No bonus will be applicable if Ash (ARB) for the Lot is lower than Base specification.

- (b) For increase in Ash (ARB) for the Lot above 2% from the base parameter mentioned in Clause 14, of A1 to A7 coals, Heavy Penalty for deviation @ INR 100 PMT shall be applicable. Taxes / duties shall be paid as per reduced prices.

Penalty shall be levied as per Income Tax slabs.

Illustration:

Base Ash (ARB) for A1 Coal: 23%

Lets say, received Ash (ARB) for A1 Coal: 25.8%

Deviation = 25.8% - 23% = 2.8% (> 2%)

Received Quantity of Lot after TM & Fines adjustment = 40,000 Tonnes

Ash	Penalty Rate INR per MT	Amount (INR)	Formulae
23% to 25%	50	40,00,000.00	= INR 50 x (25% - 23%) x 100 x 40,000 = INR 40,00,000
25% to 25.8%	100	32,00,000.00	= INR 100 x (25.8% - 25%) x 100 x 40,000 = INR 32,00,000
		72,00,000.00	Total

15.9. Penalty on VM:

The Bidder will endeavour to ensure that the rake wise VM % in the Coal delivered at NPL's power plant is within the specified acceptable range. In case of deviation from specified acceptable range penalty as per below table will be applicable on the final adjusted weight (after adjustment for excess TM and Fines) of the coal received in the rake.

Option	Range	Penalty (Rs/ MT)	Range	Penalty (Rs/ MT)
A1	27% to 33%	26	> 33%	39.00
A2	27% to 33%	26	> 33%	39.00
A3	30% to 36%	26	> 36%	39.00
A4	40% to 46%	26	> 46%	39.00
A5	38% to 44%	26	> 44%	39.00
A6	36% to 41%	26	> 41%	39.00
A7	36% to 41%	26	> 41%	39.00

15.10. After adjusting the received quantity at the NPL Plant for quality parameters as above, if it is found that the adjusted quantity is higher than the net invoiced quantity, the

payment will be restricted to net invoiced quantity. In case the adjusted quantity at the NPL Plant is lower than the net invoiced quantity, the adjusted quantity at NPL Plant will prevail for the purpose of payment.

- 15.11.** NPL may require/ask supplier to segregate oversized coal. In case it is not practicable to determine the proportion of oversized portion, NPL will estimate the extent of penalty based on its judgement, which will be limited to 1% of the value of coal.
- 15.12.** The Coal delivered by Bidder at the NPL Plant will be free from impurities and extraneous materials including bone, slate, earth, rock, pyrite, plastic or wood.
- 15.13.** Stones / Shale and Foreign material: Supplier to ensure that coal is free of foreign metallic material, failing which NPL may ask Supplier to segregate as well as levy penalty up to 0.5% of coal value depending on the nature and quantum of metallic material. Besides this penalty, the cost of Railway demurrage due to consequential delay in rake unloading and manpower cost for removal of these stones / foreign material from wagon tippler grizzly, belt conveyor or any other CHP system will be recovered from Bidder/Contractor from its invoices / securities/ dues. Any amount remained unrecovered from the invoices/ securities/ dues of the Bidder/Contractor will be recovered from the Bidder/Contractor in accordance with law.
- 15.14.** Bulged Wagons: Bidder to ensure not to load wagons which have bulging or any deformity at the time of loading, so to prevent any inconvenience at NPL Plant during unloading through wagon tipper in automatic mode. Any delay in unloading due to bulged wagons and resultant demurrage thereof will be recovered from Bidder/Contractor as aforesaid.
- 15.15.** If any rake is covered with tarpaulin or any other covering, same should be removed by the Bidder well before unloading. Any demurrage on account of failure to do so will be recovered from the Bidder/Contractor as aforesaid. The Bidder shall also make arrangements at its own cost for collection & removal of tarpaulin & ropes etc. from NPL plant. The tarpaulin & ropes etc. will be collected & removed by the Bidder on weekly basis or as per the requirement of NPL. The quantity of the removed tarpaulin will be measured at NPL plant and same shall be deducted from the supplied coal quantity at lumpsum on monthly basis.
- 15.16.** For the purpose of price adjustment through receipt weight discounting against excess TM% and Excess fines and/or oversized coal the following chronology would be adopted for calculation of the payment:
- a. Adjusting receipt weight of the rake for excess TM % in that rake.
 - b. Excess TM adjusted receipt weight to be adjusted for excess Fines % of the rake and/or oversized coal.

16 BILLING AND PAYMENTS

The Bidder will submit the bills/invoice Lot wise completion of a Lot in triplicate based on RR weight. However, payment to the Bidder will be released on actual coal quantity delivered to NPL subjected to adjustments as applicable. Based on the plant received quantity, credit note/debit note shall be raised. The payments will be released as per the following procedure: -

The Bidder will submit the bills/invoice Lot wise in triplicate to Fuel Sourcing, NPL Plant.

The payments (eligible/undisputed) will be made within **30 days** of

- (i) Receipt of undisputed invoices along with credit note for adjustment of quality and quantity.
- (ii) Receipt of reports along with all supporting documents by NPL Fuel Sourcing
- (iii) Valid Contract Performance Bank Guarantee.

whichever is later amongst (i), (ii) & (iii) as above.

Documents to be provided along with bill:

- A. Rake wise analysis of Coal quality at rake loading point (by IIAc).
- B. e-TRR/Copy of RR (Railway Receipt)
- C. Copy of Rail Program Sanction for movement of imported coal.
- D. E-way bill (appropriate form) for each rake.
- E. Ultimate and Ash constituent analysis of any one rake of the Lot at loading point (by IIAc).
- F. Self-certified copy of applicable index according to actual supply.
- G. Confirmation of payable and declaration of no dues beyond the computed payable for the Lot.
- H. Contract Closure Note (along with final bill).
- I. Country of Origin Certificate.
- J. Copy of Bill of Lading.
- K. Copy of Bill of Entry.

Notes:

- a) Lot will be considered as delivered quantity of approximately 40,000 Tons (~10 rakes) or delivered quantity in a month. If number of rakes supplied is less than 10 for a particular month, then a Lot will be formed for those number of rakes.
- b) In the month end, if the available balance rakes are less than or equal to 5, then these rakes will be considered in preceding Lot of that month.
- c) In the month end, if the available balance rakes are more than 5 and less than 10, then a Lot will be formed for those number of rakes.
- d) SBI TT selling rates shall be provided by NPL for all the billing purposes.
- e) No incentive is payable for early dispatches unless same is desired by NPL. Further, in case of early dispatches, date for payment will be reckoned from scheduled dispatches of all the rakes of a Lot along with submission of invoices with supporting documents as above. For any early dispatches without NPL consent, the Index and USD-INR exchange rates will be arrived as per

the despatch schedule issued by NPL.

- f) For any early despatches without NPL consent, NPL is not liable for payment of residual coal, which is not consumed within the consumption window approved by PSPCL (or) which is not approved by PSPCL for payment.
- g) Bill discounting: **At its own option**, NPL may consider the request for bill discounting against the credit limits of the Bidder with his Bank on request of Bidder with the processing dates decided by NPL. It is also to be noted that bank interest for payment before due date and charges/cost associated with Bill discounting will be to the account of Bidder/supplier.
- h) Invoices/bills in triplicate with supporting documents will be addressed/submitted to following address:

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

Note:

In order to comply with the statutory requirement, Bidder may be required to raise invoice on RR weight. However, payment will be based on NPL weighment and therefore in case NPL weighment is higher than RR weight Bidder will be required to submit a supplementary invoice /debit note for the differential quantity and amount.

ANNEXURE I: COVERING LETTER

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

Date: _____

From: _____

Tel. #: _____

Fax #: _____

E-mail address:

To

Head Procurement
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India
Tel. No.: +91-176-2277252 Extn: 267

Dear Sir,

Sub: Bid for Supply of Non-Coking Imported Coal to Nabha Power Limited

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 of documents as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
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.
5. We confirm that there is no Conflict of Interest with any other Bidder.

6. We confirm that we or any of our related parties have not been debarred / blacklisted from supplying imported coal by any State / Central Gencos and acknowledge and agree that NPL may reject our Bid if this were to be the case and may take appropriate actions as per the provisions of the Bid Document.
7. 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 rail transportation, weighment and sampling & testing facilities at Nabha Power Ltd. as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
8. We hereby confirm that we will abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we will challenge either NPL's decision or its right to make such decision at any time in the future.

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 NPL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.

9. The Bid will remain valid for acceptance as per the Clause 5 (Validity Table) of the Bid Document for ordering at any point of time during its validity.
10. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation from any of the provisions of Bid Documents.
11. We confirm that we have no record of any previous blacklisting by NPL in any tender process or otherwise under any previous business relationship with NPL.
12. We confirm that our quoted prices are based on the provisions of the Bid Documents.
13. We confirm that our rates are firm for supply of the quantum of coal indicated.
14. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.

15. We confirm that our Bid includes all taxes except Advance Tax, for which NPL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.

16. We confirm that we have read and understood requirements regarding blacklisting and are in agreement with the same.

17. We hereby confirm that our minimum quantity offered for Option ____ (choose from A1 to A7) during the Contract period is _____ MT.

18. 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 along-with its legal entity status) 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 Document No. NPL/Alt Coal/2023-24/073 for shortlisting of Bidders for **Supply of Non-Coking Imported Coal to Nabha Power Limited** through rate based competitive bidding process in 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 and undertake to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and confirmed that all acts, deeds and things done by our aforesaid attorney will and will always be deemed to have been done by us.

The Power of attorney will remain valid and effective for all intent and purpose as mentioned herein above till this is revoked / cancelled / terminated under proper written intimation to NPL.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....(signature)

Name:

Accepted.

Signatures of attorney

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address
of the Attorney)

Place: -----

Date: -----

Notes:

- (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 the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE III-A: FORMAT FOR CERTIFICATION FROM SATUTORY AUDITOR FOR
QUALIFICATION REQUIREMENTS**
(On Letter Head of Statutory Auditors)

III-A. Technical and Financial Qualification

To

Head Procument
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277252 Extn: 267

Dear Sir,

Sub: Bid for Supply of Non-Coking Imported Coal to Nabha Power Limited (summary of credentials)

A. We hereby certify that M/s _____ (Bidder) have supplied bulk quantity of Non-coking / coking coal of Foreign or Domestic origin under the contract(s) mentioned below:

Sl. No.	Name of Purchaser	Type of Coal (Non-coking / coking)	Origin (Domestic or Foreign)	Contract(s) Ref. No. and Dated	Period of Supply (Financial Year)	Quantity Supplied (MMT)

Note: Row(s) may be added, as required.

B. We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s (insert name of the Bidder) and certify the following:

Financial Year	Annual Turnover (INR)	Net Worth (INR)
2019-20		
2020-21		
2021-22		
Average of 3 years		

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution /Manager of Bidding Company))

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

ANNEXURE III-B: FORMAT FOR EXPERIENCE OR PERFORMANCE CERTIFICATION FROM PURCHASER

(On the letter head of the Purchaser (end user))

III-B. Technical Qualification

To

Head Procurement
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277252 Extn: 267

Dear Sir,

Sub: Bid for Supply of Non-Coking Imported Coal to Nabha Power Limited (summary of credentials) against the Bid Document NPL/Alt Coal/2023-24/073 including all addenda, corrigenda, amendments and clarifications.

We hereby certify that M/s _____ (Bidder) have supplied bulk quantity of Non-coking / coking coal of Foreign or Domestic origin to us under the contract(s) mentioned below:

Sl. No.	Name of Purchaser	Type of Coal (Non-coking / coking)	Origin (Domestic or Foreign)	Contract(s) Ref. No. and Dated	Period of Supply (Financial Year)	Quantity Supplied (MMT)

Note: Row(s) may be added, as required.

This certificate is issued to M/s _____ (Bidder) for participation in the tender.

For, _____ (Purchaser Name)

(Authorized Signatory)

Name: _____

Designation: _____

Date: _____

ANNEXURE IV: PRICE BID FORMAT

Nabha Power Limited – Price Bid

(On Letter Head of Bidder)

To,

Head Procurement Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277252 Extn: 267

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **NPL on FOR delivered to NPL plant at delivery point basis.**

Having examined the Bid Documents No. **NPL/Alt Coal/2023-24/073** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above-named Package: "Supply of Up to 3.0 Lakh Metric Tons Non-Coking Imported Coal for Nabha Power Limited" in full conformity with the Base parameter specifications at Clause 14 of the said Bid Documents for the sum, inclusive of all taxes and duties:

Sl. No.	Particulars	UOM	
a.	Option (from A1 to A7)		
b.	GAR value	Kcal/Kg	
c.	Offered quantity	(in Metric Ton)	
d.	Published Index or Pro-rata of published Index (as applicable) on preceding Friday of due date for bid submission	(USD /MT)	
e.	Discount on index	(USD /MT)	
f.	Ocean Freight	(USD /MT)	
g.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable). In case this day is a holiday, then the rate of previous working day will be considered.	(Rs/zUSD)	
h.	Applicable FOB, $h = (d - e + f) * g$	(Rs /MT)	
i.	Marine insurance -Firm	(Rs /MT)	
j.	Total Customs duty (details to be furnished)	(Rs /MT)	
k.	Discharge Port stevedoring, port handling, interacting, logistics up to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)	
l.	Nominal/standard Railway freight as per FOIS (Rs/MT without GST) (indicating Loading Railway Siding and Railway Freight slab) to NPL's plant Railway siding NPSB. (Variable)	Freight (Rs/MT)	
		Loading siding	
m.	Sub Total, $m = h + i + j + k + l$ (Variable)	Amount (Rs/MT)	
n.	GST @ 5% on (m) Tax rate (Variable)	Amount (Rs/MT)	
o.	GST Compensation CESS (Variable)	RS/MT	
p.	Landed Cost to NPL, $p = m + n + o$	(Rs/MT)	
q.	Landed Cost to NPL, $q = p/b$	(Rs/Mcal)	

Notes:

- i. Landed cost is computed based on applicable taxes. Contractor to comply with the procedures as required.*
- ii. Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.*

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into 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 will remain binding upon us and may be accepted by NPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicable prevailing indices.

Signature:.....

Name:.....

Designation:.....

ANNEXURE V: PERFORMA FOR CONTRACT PERFORMANCE BANK GAURANTEE

(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 will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will 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 will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Coking Imported Coal to Nabha Power Limited**, 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 will, 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 will 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 will continue to remain enforceable till NPL discharges this guarantee.

NPL will 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 will 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 will 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 will 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 will 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 will remain in force up to and including (the date) and will 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 will 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:

Notes:

1. The Stamp Paper of appropriate value will 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 VI: DELETED

ANNEXURE VII: 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)

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

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

List of references, if any	

Details of relatives working in L&T group companies (if any)	
---	--

Goods & Services Tax(GST) Registration No & Date	
MSME Registration No. & Date	
SSI Registration No & Date	
PAN No	
PF Registration No	
ESIC Registration No	
Factory Licence No	

Bank Account Details:	
Bank Name	
Branch	
Account Number	
MICR No	
IFSC Code of Bank	

Any other information:

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.

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

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.

Rubber stamp of the Vendor		
	Name & Designation of Authorised Signatory	Signature and Date

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

The Vendor is Approved based on:

--

Requested by	Approved by	Payment Terms
(Name and Signature) Date	(Name and Signature) Date	

To be filled up by Finance & Accounts	
Vendor Code	
Date	

ANNEXURE VIII: FORMAT FOR COAL QUALITY ANALYSIS REPORT AT RAKE LOADING END

The Following report to be submitted for every Rake dispatched as applicable:

Name of the Bidder	
Name of Coal Testing Agency	
Rake No.	1
Date of Sampling	DD/MM/YYYY
Date of Preparation	DD/MM/YYYY
Source of Coal	Source (In case of multiple sources, mention quantity from each source)
Rake Quantity (MT)	
GCV (ARB) of Coal	
Ash (ARB)	
TM (ARB)	
VM (ARB)	
Sulphur% (ADB)	
Size Analysis	
Source of Coal	Country of origin supported by the certificate by IIAc.
Indent Placement date:	DD/MM/YYYY
Siding Name (with code)	_____

ANNEXURE IX: DELETED

ANNEXURE X: DELETED

ANNEXURE XI: DELETED

ANNEXURE XII:
CODE OF CONDUCT FOR INTERMEDIARIES 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 will 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 will 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 will neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I / We will 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.

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 XIII 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 XIV GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“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, Judgments, writs, orders of Hon’ble Supreme Court of India and High Courts of Indian state having jurisdiction over the Parties.

“Authorized Signatory” will 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.

“Bid” will mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by Nabha Power Limited.

“Bid Document” will 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.

“Bidder” means any individual, partnership firm or a company duly incorporated under the relevant laws of India and making the Bid.

“Coal” will mean Non-coking coal of imported origin meeting the specification as per the Bid Document

“Contract/PO” will mean the formal agreement (single/multiple) executed between Nabha Power Limited and the Successful Bidder and Purchase Order(s) issued by NPL to the Contractor/Supplier for performing activities defined as per Clause 14, Scope of Work with the terms & conditions mentioned therein including the Bid as accepted by Nabha Power Limited, specifications, scope of work, billing schedule/schedule of quantities with rates and amounts, etc.

“Contract Performance (Bank) Guarantee” will mean Bank Guarantee as required to be submitted pursuant to this Bid Document for performance security. This requirement of

performance security may also be fulfilled through Demand Draft of required amount

“Contractor/Supplier(s)” will mean the Successful Bidder(s) with whom Contract(s)/ PO(s) has/have been entered into by Nabha Power Limited and will include legal representative and permitted assignees of such Successful Bidder (s) for performing activities defined as per Clause 11.

“Debarred” will mean prohibition of a Bidder from bidding or proposing on, exclusion from contracting or sub-contracting work of an agency by whom debarment is imposed. The terms ‘banned’, ‘excluded’, ‘suspended’, ‘blacklisted’ etc. convey the same meaning as Debarred.

“Independent Inspection Agency/ IIAc” shall mean the coal inspection agency appointed by Contractor (SGS, IGI or any other party of similar stature subject to mutual agreement) to either undertake the sampling and draft survey of coal from vessel at load port, discharge port and rake loading point. This agency should be appointed with prior written consent from NPL.

“Letter of Award (LoA)” will mean the official communication issued by Nabha Power Limited notifying the Successful Bidder(s) about acceptance of its Bid. NPL may at its sole discretion, issue PO without issuing LoA.

“Lot” For the purpose of bill submission and payment, Lot will be considered as delivered quantity of approximately 40,000 Tons (~10 rakes) or delivered quantity in a month. If number of rakes supplied is less than 10 for a particular month, then a Lot will be formed for those number of rakes. Lot size may also be as decided by NPL for the convenience of processing.

“L1 Price” lowest discovered price.

“MT/ Ton/ Tonne” means Metric Tonne which is equivalent to 1000kg.

“NPL Plant” will mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura in the state of Punjab.

“Party” will mean either NPL or the Contractor.

“Parties” will mean NPL and the Contractor collectively.

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

“Qualified Bidders” will mean the Bidders short-listed based on the qualification requirements specified as per Clause 3 in the Bid Document for further evaluation as per the Bid Document.

“Referee sample” would mean pulverized sample of 212 microns for repeat analysis at NPL lab with sample testing in presence of supplier’s representative on the request of supplier subject to qualifying criteria as in quality determination.

“Related Party” shall mean group of companies, subsidiaries, associates, etc., Bidders having common control/ ownership reflected through at least 20% of common directors and/or stake holders and duly identified and submitted to NPL as per Annexure XIX. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

“Sampling and Testing Contractor (STC)” will mean the coal inspection agency appointed by NPL for carrying out sampling and analysis of Coal at Power Plant. IIA-C cannot be the same as STC.

“Scope of Work” will mean entire scope of work envisaged under Clause 14 including all related works of all relevant documents, liaising and coordinating, procuring, lifting, transporting, supply and delivery of coal to the NPL Plant including associated and incidental activities.

“Successful Bidder” will mean the Bidder whose Bid has been accepted and invited by Nabha Power Limited for entering into Contract(s)/PO(s) for performing activities as spelt out in the Bidding Document.

“Taxes” means all applicable taxes, levies, imposts, cess, duties and other forms of taxation which may be payable by the Bidder in accordance with Applicable Laws.

“Written Notice and serving thereof” will mean a notice or communication in writing and will be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier/ fax, or within 2 hours of its dispatch if sent by e-mail and confirmed by fax to the last

business address known to the party issuing the notice. This will also include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail. However this will not be a mode of submission of Bids.

Notes:

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "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 person(s) authorized for the purpose.
- 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 will 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 will 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) It may be noted that material features of the proposed Contract(s) are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.
- vi) Interested Bidders may register their preliminary interest by submitting letter as per required format available on NPL website. This will facilitate timely communication from/to NPL.

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

2. 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. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not sublet or assign the Contract or any part thereof or any activity without prior written permission from NPL.

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.

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

Contractor shall comply with all foreign laws and mining department requirement and indemnify NPL against all and any consequence of non-compliance thereof. All works shall be executed by the Contractor in accordance with the Applicable Laws relating to the work and rules and regulations thereunder and statutory modifications thereof wherever they are applicable. NPL on a monthly audit process may verify the compliance however this shall not absolve the Contractor from its prime responsibility of such compliance. The Contractor shall indemnify and save harmless NPL against all actions, suits, claims, demands, cost or expenses arising in connection with the work and /or arising out of any noncompliance on the part of Contractor of any Applicable Law/s and /or foreign laws.

5. CONFIDENTIALITY

Confidential Information ("Confidential Information") disclosed by either Party under this Contract shall be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. 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 investment goals in India. 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:

- a. was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- b. is generally available to the public without breach of this Contract;
- c. is disclosed with the prior written approval of the disclosing Party; or
- d. is required to be released by Applicable Law or court order/award passed by any Tribunal.

The obligations under this section shall survive termination of the Contract.

6. FORCE MAJEURE

6.1. A "Force Majeure Event" means any act, event or circumstance or a combination of acts, events or circumstances or the consequence(s) thereof that wholly or partially prevents or unavoidably delays a Party in the performance of its obligations under this Contract, but only if and to the extent that it/they:

- a) is/are beyond the reasonable control of such Party (the "Affected Party"); and
- b) such that the Affected Party could not have overcome, prevented, mitigated or avoided despite exercise of due care and diligence in accordance with Good Industry Practice.

6.2. A Force Majeure Event includes the following events and circumstances:

- a. Acts of God, operation of the forces of nature such as cyclone, flood, lightning, tidal wave, tsunami, typhoon, earthquake, landslide, or volcanic eruption or exceptionally adverse weather conditions which are in excess of the statistical measure for the last 100 years, affecting the operation of the Bidder or the performance of the Scope of Work under the Contract, but does not include drought or famine.
- b. Fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- c. Chemical or radioactive contamination or ionising radiation, but does not include circumstances or causes of contamination or radiation brought into or near any location where the services are to be performed by the Contractor or those employed or engaged by the Contractor;
- d. epidemic, plague or quarantine; or
- e. Hostilities (whether declared as war or not), riot, revolution, rebellion, insurrection, blockade, embargo, revolution, military action, or sabotage, act of terrorism, in each case involving the Gol, or the GoP or occurring in India; or
- f. Invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the Gol, or the GoP or occurring in India; or
- g. Strikes, lockout, boycotts or other industrial disturbances having a nation-wide impact in India.

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

- a. 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 6.3;
- b. 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
- c. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor, Indian Railways or any other transport service provider in
 - d. transporting the Coal to the NPL Power Plant; 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.

6.4. 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 9, 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 and/or excuse on account of such Force Majeure Event.

6.5. In addition to above, in case of NPL, any event/clause or validity of the Power Purchase Agreement, which prevents NPL from fulfilling NPL's obligations under the Contract.

6.6. Notice of Force Majeure Event

- a) The Affected Party (Party whose performance has been affected by an event of Force Majeure) 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 6.7 below (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.

6.7. 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 its performance if affected by the Force Majeure Event to the extent so affected provided that:

- a. Written notice in terms of clause 6.6 above;
- 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.

- e. 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 6.6.a. and 6.6.b. above have been complied with.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Contractor to continue performing its obligations, including the obligation to lift such quantities of Coal, as notified in writing by NPL and stockpile the Coal at storage area until NPL becomes capable of taking delivery of the Coal at the NPL Power Plant.

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.

6.8. No Liability for losses due to Force Majeure Event

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; Each Party shall maintain appropriate insurance cover for losses arising as a result of Force Majeure Events

6.9. Duty to perform & duty to mitigate:

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations under the Contract. The Affected party shall take all reasonable efforts to mitigate the effect of a Force Majeure Event.

6.10. 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 provide all reasonable assistance to the Affected Party in this regard.

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 will be construed as Events of Default on the part of the Bidder:

- i. The Bidder is in material breach of any of the terms of this Contract;
- ii. The Bidder 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. Refusal to accept reasonable change in delivery schedule made by NPL.
- iv. Delay in delivery of coal beyond schedule of supply of coal for reasons other than Force Majeure.
- v. Contractor, in the judgment of NPL 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
- vi. Abandons and ceases its performance or repudiates the contract.
- vii. Persistently fails to timely correct Defects and deficiencies in accordance with the terms of the Contract.
- viii. Does not execute the PO/LOA for the ordered quantity.

B. NPL's Events of Default:

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 will 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.

C. Consequence of Default:

NPL shall have the right to encash the CPG of the Contractor on account of a Contractor Event of Default. In addition, NPL shall also be entitled to terminate the Contract.

Contractor shall be entitled to terminate the Contract in case of NPL's Event of Default.

8. COMPLIANCE TO LAWS

A. Compliance of Labour Laws

The Contractor shall comply with all the provisions of the applicable labour and Industrial laws including but not limited to Contract labour (regulation and abolition) Act, 1970, Minimum Wages Act, Payment of Wages Act etc. and the rules made thereunder. The Contractor shall also comply with such other Acts and statutes as may be applicable to them in respect of their employees and shall indemnify and keep NPL harmless and indemnified 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, negligence or otherwise on their part.

B. Compliance with Law of Land:

The Contractor shall comply with all the provisions of Applicable Laws including state and local laws of Chhattisgarh and Punjab and any other state en-route in lifting, transporting the coal from mines to Loading Railway siding, rake loading and finally delivered to NPL Plant that is mandatory in order to execute its obligations and deliveries under the Scope of Work under the Bid Document

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 NPL through mutual discussions. In case of nonresolution of dispute within a period of 30 days of the dispute shall referred to arbitration
- ii) 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 Chandigarh, India
- iv) There shall be three arbitrators. Each Party shall select one arbitrator within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator. If a Party does not appoint an arbitrator within 30 days after the selection of the first arbitrator, the relevant appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- v) The award rendered shall be in writing and shall set forth in reasonable detail the facts of the dispute and the reasons for the arbitrators' decision.
- vi) The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.
- vii) 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, not being subjected matter of arbitration shall not be withheld on account of such proceedings.
- viii) The arbitrators may also award the costs incidental to the references and award respectively and direct by whom and to whom and in what manner the same is to be borne and paid.
- ix) 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 and /or in any proceedings arising therefrom, as well as practical aspects/ good practices.

10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES

10.1. Insurance:

As ownership of Coal will get transferred to NPL after delivery at NPL Plant at Rajpura. Contractor to obtain and keep insured at its own cost the Coal stock lying in its custody including while in transit, till the time the Coal is delivered at NPL Plant.

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

Workman compensation insurance 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 will 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 or recover the same from the Contractor.

10.3. Adherence to Occupational Safety while at workplace 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 will 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 will 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 will 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 that, NPL may suffer because of any act, omission, commission, negligence or breach on the part of the Contractor in discharging its obligations under the Contract, the Contractor shall be 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 from the CPS.

Any amount remained unrecovered from the invoices/ securities/ dues of the Contractor will be recovered from the Contractor in accordance with law.

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 in accordance with the Contract 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 compensation; provided however that the Contractor shall be entitled to be paid the outstanding fees in relation to the Coal supplied by the Contractor prior to such termination at NPL Plant.

In case the Contractor wishes to terminate the contract, he has to give 45 days' notice in writing to

NPL and supply the entire coal as per the scheduled already shared with him as per the provisions of the Purchase Order.

11.2. Termination Due to Force Majeure Event

- a) If the Force Majeure Event subsists for a continuous period of 30 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 15 Days from the date of such Notice.
- b) In the event of a termination of this Contract as a result of a Force Majeure Event, the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; provided however that the Contractor shall be entitled to be paid the outstanding fees in relation to the Coal supplied by the Contractor prior to such termination at NPL Plant.

12. Blacklisting Criteria:

12.1 NPL tender committee to decide whether a particular supplier/ Bidder needs to be blacklisted based on the criteria as under:

- i) Occurrence of Default as per Tender/PO terms (events of defaults)
- ii) Influencing in the process of weighing and sampling, sample preparation and analysis of coal at NPL and any person in NPL/ associated agency with malafide intent as established by Tender committee of NPL based on credible evidence.
- iii) Undue insistence for re-opening of issues already settled in past.
- iv) Submission of eligibility requirements containing false information or falsified documents.
- v) 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 at any stage of the public bidding process.
- vi) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.
- vii) Withdrawal of a bid, or refusal to accept an award of PO without justified basis as determined by NPL Tender committee
- viii) Failure of the Bidder, solely to his fault or negligence, to start supplies within prescribed schedule.
- ix) Supply of Coal which is well below the, or way beyond acceptable standards as per the bid requirement.
- x) Wilful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting in substantial breach thereof without lawful and/or just cause.
- xi) Unwarranted disputes on frivolous grounds.
- xii) Bidder fails to achieve the milestones within time schedule stipulated in the Tender/PO or failing in completing the work in time or Suspends/stops work on any unjust basis including seeking higher compensation.
- xiii) Does not deploy or withdraws the technical staff or equipment considered necessary

- as per the terms & conditions of Tender/PO.
- xiv) Fails to furnish the required documents / information of material nature as required under the terms & conditions of Tender/PO.
 - xv) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the NPL.
 - xvi) Misbehaviour or physical manhandling by the Bidder or his representative or any person acting on his behalf of any official of the NPL.
 - xvii) If the Director / Owner of the Bidder, proprietor or partner of the Bidder, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude.
 - xviii) If the Director / Owner of the Bidder, proprietor or partner of the Bidder has been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, etc.
 - xix) If the Bidder is found to be involved in cartel formation during bidding.
 - xx) If the Bidder is declared bankrupt or insolvent or its financial position has become unsound.
 - xxi) Unwanted litigation by the Bidder to derive undue benefit.
 - xxii) Use of intimidation/threat or brings undue outside pressure on the NPL, or its officials in acceptance / performance of the job.

(Note: The examples given above are only illustrative and not exhaustive. The NPL may decide to blacklist dealing for any good and sufficient reason).

12.2 Show Cause Notice:

Bidder shall be issued a 'Show Cause Notice' granting Bidder period of seven days (7) days to remedy the default and to explain as to why the Contractor should not be blacklisted. If Bidder fails to remedy or take adequate steps to remedy the default to the satisfaction of NPL within the notice period mentioned above, then business dealings shall be withheld with the Bidder.

12.3 Representation by Bidder:

Bidder or his employee may represent to NPL Tender committee against the Show Cause Notice, however no outsider shall be allowed to represent or present during personal hearing.

12.4 Order of Blacklisting:

The decision regarding blacklisting taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Bidder. This order of Blacklisting shall be final.

12.5 Period of Blacklisting:

The period of blacklisting shall remain valid till the same is revoked or waived or suspended or terminated.

12.6 Effect of Blacklisting:

The Bidder, after issuance of order of Blacklisting, would not be allowed to participate in any future tender enquiry and if the Bidder has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. Bidder understands the sensitivity of the Blacklisting and has thus even

agreed to reject the bid, even where the price bids of Bidder have been opened prior to order of Blacklisting.

12.7 Revocation/Review of blacklisting order:

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 blacklisted 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.

NPL Tender committee with final approval by the competent authority of NPL will take decision on blacklisting of any entity based on the recommendation of Head –Fuel sourcing.

ANNEXURE XV: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY

DISAGREEMENT WITH NPL LAB RESULTS			
RR no./ Rake no.	Contractor	NPL Test Certificate Reference No.	
-----	-----	-----	
Intimation to NPL -Fuel Sourcing	Email/Letter dated(copy enclosed)		
Sampling date		Witnessed through CCTV by (Full Name)	
Preparation date		Witnessed through CCTV by (Full Name)	
Analysis date		Witnessed through CCTV by (Full Name)	
Area of Disagreement (sampling / preparation / test results)			
NPL Findings (ARB)			
Parameter disagreed			
NPL Findings (ARB)			
Party's assessment (ARB) , enclose supporting documents if any.			
Reason for Disagreement	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
Suggested Actions	-		
Justification for suggested actions	1. 2. 3. 4.		
Dispute raised By Authorised Person			
	Name	Signature	Seal

ANNEXURE XVI:
FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS
(On Letter head of the Bidder)

To,

Head – Fuel Sourcing & Management,
Nabha Power Limited,
P O Box 28, Near Village Nalash, Rajpura-140401, Punjab,
India. Tel. No.: +91-176-2277251/244

Dear Sir,

Sub: Registration of Preliminary Interest for participation in Bid Process (Name of Bid process as appearing in the Press EOI/NIT)

This has reference to your NIT published in the Newspapers on 19th April 2023. 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 coal without any pilferage / swapping / loss / 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 Authorized Representative:

Designation:

Note:

1. Filled up, signed and stamped copy of above format may be scanned and emailed to COALTENDERS.NPL@larsentoubro.com

ANNEXURE XVII: QUANTITY DETERMINATION AT PLANT

- 1 Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at NPL. Net weight = Gross weight less the Tare weight as measured at NPL at In-motion weighbridge. Access to the Bidder to witness the weighment will be provided through CCTV real time footage.
- 2 NPL will provide copy of calibration certificates if requested by the Bidder. NPL will undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology.
- 3 When NPL in-motion weighbridge is not operational for short duration, then NPL received weight will be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5, maximum 10) despatched for NPL by the same Contractor.

Transit Loss available for min 5 rakes previously dispatched from the same Contractor

In case NPL IMWB is not operational and transit loss for the previously dispatched rakes to NPL from the same Contractor is available for 7 rakes is as under:

Example: 1st Rake: 2%, 2nd Rake: 3%, 3rd Rake: 2.5%, 4th Rake: 2.8%, 5th Rake: 3%, 6th Rake: 3.5%, 7th Rake: 3%

Then the transit loss for the rake for which weighment has not been done at NPL IMWB will be computed as:

Transit Loss = Average of the transit loss of the 7 rakes $(2+3+2.5+2.8+3+3.5+3)/7= 2.8\%$

- 4 In case there is no previous benchmark available for rakes despatched for NPL by the same Contractor and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5, maximum 10) received post rectification of NPL in-motion weighbridge will be considered for arriving at NPL received weight for the rakes received during the non-availability of in-motion weighbridge.

Transit Loss available for min 5 rakes dispatched from the same Contractor post rectification of NPL IMWB.

Transit loss for the rakes for which weighment could not be done due to non-functional IMWB and a min of 5 rakes have not been dispatched to NPL from the same Contractor earlier, Transit Loss will be computed by taking into account the transit loss for minimum 5 rakes supplied from the same Contractor post rectification of NPL IMWB as under:

Example: Transit Loss figure is available for 5 rakes post rectification of NPL IMWB:

1st Rake: 2%, 2nd Rake: 3%, 3rd Rake: 2.5%, 4th Rake: 2.8%, 5th Rake: 3%

Then the transit loss for the rake for which weighment has not been done at NPL IMWB will be computed as:

Transit Loss = Average of the transit loss of the 5 rakes $(2+3+2.5+2.8+3)/5= 2.66\%$

- 5 While considering the most recent rakes (minimum 5, maximum 10) as per clause no. 3 & 4 above, preference will be given for considering the rakes within the same Lot.
- 6 In case there is a case of over speeding of wagons of a rake while passing through in- motion weighbridges at NPL, resulting in non-registration of weight of entire rakes then NPL received weight would be arrived at by the similar methodology as in 1.3 & 1.4 above.
- 7 Any other contingency may be mutually discussed and settled.

Net adjusted quantity of Coal 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, will be applicable for the purpose of payment.

ANNEXURE XVIII: QUALITY DETERMINATION AT PLANT

1. NPL will carry out the sampling and analysis of Coal at NPL plant as per the provisions of either BIS or ASTM. Normally, sampling would be done through mechanical sampling system. In case of exigencies suitable alternative option will be resorted to.
2. Generally, it takes 4-5 working days for sampling, preparation, analysis and declaration of test result, after unloading. An intimation would be sent to the Supplier's representative before unloading of their rake. The supplier's representative will have the option to witness the unloading, sample collection, preparation, testing of main sample and final packing of the referee sample through CCTV real time footage (following coverage locations). In no case supplier's representative shall in anyway have the liberty to interfere in the quality determination process. 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 excluding TM% may be raised strictly within 5 days of the sharing of the results by NPL. No dispute can be raised after the expiry of the given timelines. The dispute is to be registered / raised through email/ letter to NPL, as per prescribed format as in **Annexure-XV**. In case the prescribed format does not adhere to the claim for referee sample testing will not be entertained.

Sl. No.	Locations Under CCTV Coverage
1.	IMWB
2.	Wagon tippers
3.	TM sample collection area (5 th floor)
4.	Bottle sampler area (4 th floor)
5.	Inside Lift
6.	Area between crusher house to lab
7.	Air drying room inside the lab
8.	Other areas of Lab

3. It may be noted that NPL receives coal from multiple sources/ Contractor(s) and thus the system has intrinsic advantage of cross-validation.
4. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, 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. Supplier would also have the facility to access last 7 days CCTV footage of their rakes.
5. 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 shall not be entertained.
6. Referee samples will be preserved in the NPL laboratory in a locked almirah in sealed condition for 30 days in the joint custody of NPL and PSPCL.

7. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to the Supplier.
8. The Supplier has the right to raise a dispute against the test result of sample, provided that the Contractor has complied with the requirements of clause no. 2 above.

The number of results challenged for referee sample testing by the Contractor shall be considered to the extent of 50% of the total rakes received in a Lot. 50% results challenged for referee shall be tested at NPL lab and remaining 50% samples shall be analysed at 3rd party external laboratory at the discretion of NPL.

9. Subject to the satisfaction of the criteria mentioned above, the SOP for testing of referee sample is as under:

- a) The Supplier will be intimated minimum 4 days prior to the to the extraction of referee sample from the joint custody.
- b) Referee samples will be taken out from the joint custody of NPL and PSPCL in presence of Supplier.
- c) For referee sample testing at third party external laboratory, following procedure shall be followed:
 - i. The sample will be jointly re-packed and sealed by NPL and Supplier post extraction from the joint custody.
 - ii. The sealed and packed sample will be sent to third party external laboratory for analysis. The detail of third party external laboratories are as under:
 - a. National Metallurgical Laboratory
 - b. Indian Institute of Chemical Technology
 - c. Institute of Minerals & Materials Technology
 - d. Inspectorate Griffith India Pvt Ltd
 - e. Shriram Institute for Industrial Research
 - f. National Thermal Power Corporation Laboratory
 - iii. The third party external laboratory for testing the referee sample amongst the above shall be decided by NPL at its own discretion.
 - iv. Referee sample will in no case be handed over to the Supplier and shall be physically handed over to the 3rd party external laboratory in presence of NPL and Supplier representative. If permitted by the external referee lab, analysis shall be carried out in presence of NPL and Supplier's representative, if present.
 - v. The cost related to testing for the referee sample shall be to the account of the Supplier, the same shall be deducted from Supplier's bill for the Lot. It is to clarify that the Supplier shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.
 - vi. Based on the testing NPL will share the revised results. Results reported by 3rd party external laboratory shall be final and binding on both Parties, the Supplier and NPL for all commercial purposes.

- d) For referee sample testing at NPL laboratory, following procedure shall be followed:
- i. Referee sample testing shall be carried out in presence of Contractor's representative.
 - ii. In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM prior to testing. Post successful verification of bomb calorimeter, referee Sample will be tested as per applicable standards.
 - iii. The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
 - iv. The entire process including taking out the referee 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 through mobile camera.
 - v. Based on the testing NPL will share the revised results. Results declared by NPL shall be final and binding on both Parties, the Supplier and NPL for all commercial purposes.

10. PSPCL representative(s) may witness the process including testing of referee samples.

11. Any misuse of real time footage witnessing by the Supplier or its representative will be viewed seriously and may result in disqualification / blacklisting of a Supplier, including denial of this access for balance period of supply of Coal. The presence more than one representative will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to cancellation of gate pass and banning of entry in the premises.

ANNEXURE XIX:
DECLARATION OF SUBSIDIARIES/RELATED PARTIES

(On the letter head of the Bidder)

To,
Head – Procurement
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277252

Sub: Declaration of subsidiaries for Bid Document NPL/Alt Coal/2023-24/073 including all addenda, corrigenda, amendments and clarifications.

Dear Sir,

With reference to Clause-11, i.e., NPL may (in its sole discretion) place an order, through issuing a Purchase Order, to the related party/subsidiary of the Bidder, we wish to inform you that we are participating in the Bid process by the name of M/s _____.

We hereby declare that following organizations are our subsidiaries and we have more than 20% 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 Bid document NPL/Alt Coal/2023-24/073 and all subsequent revisions/ addendums/ amendments. We also confirm that beyond the parties mentioned in table above, we have no associate/ affiliate/ Related Parties/ ultimate parent company separately participating (directly or indirectly) in this bidding process.

Thanking you,
Yours faithfully

For

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

Name:

Date:

Place:

ANNEXURE XX:
FINAL SETTLEMENT (CONTRACT CLOSURE NOTE)

(On letterhead of Contractor)

Date: XX.XX.XXX

Ref. Bid Document: NPL/Alt Coal/2023-24/073

PO Nos:

Contract Duration:

Scope of Work:

This is in reference to the _____ (aforesaid contract), in respect of the same we _____ hereby affirm and declare that:

1. We have completed the entire Scope of Work in terms of the abovesaid Contract and nothing is pending or due from our end.
2. We have already settled the accounts and contracts with all of our contractors, sub-contractors, agents, vendors, suppliers and other persons involved for performing the work as assigned to us under the abovesaid Contract.
3. Only an amount of Rs. _____ (in words _____ only) is outstanding and pending for payment to us against the abovesaid Contract. We understand and agree that the said outstanding amount is payable without any interest and subject to deduction of applicable taxes/other financial levies, set off against any amount due from us to Nabha Power Limited (NPL).
4. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to our complete satisfaction except the amount referred in Para 3 above and on payment/adjustment of the same we shall left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.
5. The said outstanding amount of Rs. _____ (in words _____ only) shall be released/adjusted towards Full and Final Settlement and shall be binding upon us and anyone claiming under us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.
6. We _____ undertake to indemnify and keep NPL indemnified and harmless from and against all risks, costs, losses, damages, claims, actions etc. that NPL may suffer or suffered on account of any act, omission or negligence on the part of _____ or its employees, representatives, agents, workmen and any other person claiming under it in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.
7. We hereby unconditionally and irrevocably discharge NPL of and from all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted

or not asserted, which may have arisen or arise in future against NPL, based on any actions or events which occurred prior to _____ (date of signing of the letter), and those arising out of or related to the aforesaid Contract.

Yours Faithfully,

For _____.

Authorized Signatory