



***Nabha Power Limited***

Regd. Office: PO No. Box 28, Near Village Nalash, Rajpura, Punjab -140401, India

**Document No: NPL/CHA/2022-23/68**

*Rev No 0. Dated 31-10-2022*



**BID DOCUMENT  
FOR  
COAL HANDLING AGENT SERVICES  
FOR  
NABHA POWER LIMITED (NPL)  
FROM  
SOUTH EASTERN COALFIELDS LIMITED (SECL)**

**Communication Address:**

P O Box No. 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-1762-277251

Fax +91-1762-277256

E-mail: [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)

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## **PART I. INSTRUCTION TO BIDDERS**

### **A. General**

#### **I. General terms & disclaimers**

1. Any defined term used in this Bid Document shall have the meaning given to it in the definition clause (3) or as is defined elsewhere in this Bid Document.
2. For the avoidance of doubt, it is clarified that, prospective Bidders shall not be permitted to Bid through a Consortium of any form.
3. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including financial, geographical, commercial, legal and technical information has been included for illustrative purposes only to assist the Bidders in making their own evaluation of the Bid. Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid for the Scope of Work. The Bidder shall conduct appropriate due diligence, investigations, projections, conclusions and consult their own advisors to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid.
4. Neither NPL, nor its employees, partners, directors, other staff or its consultants/advisors:
  - a. accepts any responsibility or liability to any Bidder or any other person arising out of or in relation to this Bid Document (including in relation to omissions of information) and/or in respect of the use of, reliance on such information and/or costs, losses, damages or any other consequences suffered in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, or otherwise arising in any way from the qualification process for the said Contract; and
  - b. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of any information in this Bid Document.

Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid.

5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL. Bidders are advised to make their own assessments prior to submitting their Bids.
6. Each Bidder shall inspect and examine the relevant infrastructure at mine(s), siding(s) and at NPL Plant and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid including but not limited to (i) the type and number of equipment and facilities including transportation facilities required for the satisfactory completion of the Scope of Work set out in this Bid Document; (ii) the quantities of various sections of the

work; (iii) the availability of local labour; (iv) availability and rates of materials; and (v) local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise, etc., all which may affect the work or cost thereof.

7. By participating in the tender process, each Bidder acknowledges and accepts that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the tender process. Such participation shall be considered as deemed acceptance of the terms and conditions of this Bid Document.
8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL at any time including to:
  - a. amend the Scope of Work and/or terms described in this Bid Document.
  - b. amend, terminate or suspend any element of the tender process, including by extending any date, time period or deadline provided for in this Bid Document.
  - c. reject or disqualify any or all Bid(s) with or without assigning any reason.
  - d. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
  - e. re-advertise for fresh Bids; and/or
  - f. proceed with the Scope of Work and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on NPL's website <https://www.nabhpower.com/tenders/coal-procurement-tenders/> Bidders are required to visit the website and keep abreast of any such changes.

9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself with regard to the completeness of the same and any discrepancy in this regard shall be intimated to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Document is complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.
10. NPL reserves the right to abandon the tender process resulting in non-award of contract to any Bidder against this tender process. In such cases, the Earnest Money Deposit (EMD) will be refunded to the Bidders post internal deliberation of NPL and conclusion of the process. NPL's decision in this regard shall be final and binding upon the Bidders. EMD will not earn interest at any point of time.
11. NPL at its sole discretion may cancel or amend the tender process or reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or any expenses or losses that might be incurred by the Bidder(s) in preparation and submission of the Bid as well as for pre and post bid discussions/interactions. For the avoidance of doubt, each Bidder is solely responsible for all costs incurred in evaluating

whether or not to submit a Bid, in the preparation of any such Bid and in participation of the tender process, including, without limitation, all costs of providing information requested by, or on behalf of, NPL, attending meetings, conducting due diligence and engaging in negotiations.

12. It shall not be binding on NPL to accept the lowest or any other Bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
13. The ordered quantities of Coal may vary depending upon the decision of NPL and/or allocation of Coal by South Eastern Coalfields Limited ("**SECL**") from time to time. NPL reserves the right to vary the quantity of Coal on month-to-month basis.
14. Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.
15. Bidder shall comply with Applicable Laws and requirements/policies of SECL/CIL/Indian Railways/State Govts. and any other statutory authority(s) related to handling of Coal, liaising & coordination for supply and transport of Coal through Rail mode.
16. Unless otherwise specified, any document that is required to be submitted implies that true copy of the same is to be submitted. NPL reserves its right to compare the true copy with the original, in case of discrepancy, the Bid will be rejected as non-responsive.
17. NPL reserves its right to make changes/amendments to this Bid Document and any Purchase Order.
18. Bidders shall be responsible for Insurance and safety of its workers, employees, agents etc.
19. Bidders for the duration of the tender process shall not, solicit or entice away the employees of NPL, nor knowingly do or cause to be done any act whereby any such person would be induced or encouraged to leave the employment or engagement of NPL (whether or not such employee would commit a breach of his contract of employment or engagement by leaving). NPL may, at its discretion, disqualify from further involvement in the tender process any Bidder who commits a breach of this condition.
20. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Bidder from further involvement in the tender process and from participating in the future bids issued by NPL for 3 years or any other period as may be determined by NPL at its sole discretion.
21. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the tender process, if an actual or potential conflict of interest arises.

22. NPL may, at its discretion, disqualify from further involvement in the tender process any Bidder who is in conflict of interest with one or more Bidders, a Bidder will be in conflict of interest if (either directly or indirectly):
- a. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder;
  - b. enters into any agreement with any other person to the effect that such other person shall refrain from submitting a Bid and/or shall limit or restrict the competitiveness of any element of the pricing of its Bid;
  - c. causes or induces any person to enter into such an agreement as mentioned above;
  - d. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid, or professional advice required for the preparation of its Bid); and/or
  - e. causes or induces any person to inform the Bidder of the amount or approximate pricing of any element of any rival Bid.
23. Without prejudice to any other provision of this Bid Document, all Bidders shall regard and treat the terms of the Bid Document & all information (which is not made publicly available) as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for:
- a. preparation and submission of the Bid provided that the Bidder ensures that the receiving party shall be bound to by the terms of the Confidentiality clause;
  - b. as may be required to be disclosed by judicial and
  - c. disclosed in an action or proceeding brought by a Bidder in pursuit of its rights or the exercise of its remedies in connection with the Scope of Work.

In respect of any disclosure made pursuant to 23(b) or 23(c), the Bidders shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible (preferably 15 days).

24. All information in relation to this Bid Document and services provided are and shall always remain the property of NPL and must be returned upon demand, without any copies being retained in any form.
25. Copyright in the information in relation to the Bid Document and tender process rests exclusively with NPL and such documentation may not be copied, reproduced, distributed, or otherwise made available to any other third party (either in whole or in part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.
26. Bidders shall not issue or release any publicity in relation to, nor comment on, the Contract/PO, the tender process without NPL's prior written consent. Bidders shall not make any statement to the media, press, or any other similar organizations regarding the nature of

any Bid, its content, or any information relating thereto without the prior written consent of NPL.

27. This Bid Document sets out NPL's requirements in respect of the Coal Handling Agent. In the event of any inconsistency, this Bid Document shall take precedence over any other documents or information previously issued by, or on behalf of, NPL or the Bidder including any LoA/ PO.
28. Bidders must have a 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](http://www.cca.gov.in)) to participate in e-tender process and in the reverse bidding.
29. 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.
30. 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.
31. NPL at its discretion, may disqualify a Bidder, if:
  - a. NPL has terminated any contract with the Bidder in the past on account of breach on the part of the Bidder, of any of the terms and conditions of the said contract in the past 3 years; and/or
  - b. NPL has forfeited the contract performance security or Performance Bank Guarantee of the Bidder in full or in part in the past 3 years; and/or
  - c. There is an ongoing dispute between the Bidder and NPL; and/or
  - d. The Bidder has history of being involved in any fraudulent activity.

**32. Tender Timelines:**

<b>Date</b>	<b>Event</b>
31-Oct-2022	Publishing of NIT in newspapers
31-Oct-2022	Date of availability of Bid Document at NPL website
31-Oct-2022	Commencement of submission of Bid (online e-Portal) from 15:00 Hrs onwards
09-Nov-2022	Last Date of Bid Submission by 17:00 Hrs ("Bid Due Date")
10-Nov-2022	Opening of Technical Bids at 11:00 Hrs
11-Nov-2022	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
11-Nov-2022	Reverse auction - will be intimated to qualified Bidders

**Note:**

- a) NPL reserves the right, in its sole discretion, to amend the above timelines and events at any time.



- b) Interested parties may express their interest to participate in this tender as per Annexure VIII. Bidders who have not submitted the Expression of Interest (EOI) can also submit their Bid by the due date and participate in the tender process.

## **2. General information about NPL's thermal power plant**

**Nabha Power Limited (NPL)**, a wholly owned subsidiary of L&T Power Development Limited has been successfully operating a 2X700 MW super critical thermal power plant at Rajpura, Punjab since 2014. 100% of the power produced by NPL 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 power supply 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, etc.

NPL by virtue of being the cheapest thermal power producer within 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 from SECL and (b) 2.464 MMTPA from NCL. NPL is also getting allocations of significant quantities of coal from time to time from other subsidiaries of CIL under various schemes. NPL executes tripartite agreement with TPSA which is currently CIMFR/QCI/Mitra SK and concerned coal company for sampling and testing at the loading end.

NPL proposes to engage reputed and competent contractors for arranging Coal allocation to NPL from SECL, Coal supplies through Rail mode from SECL mines/sidings, liaising and coordination with CIL, CEA, Ministry of Coal, Ministry of Power, SECL, Railways, TPSA, concerned State Governments etc. including supervision of coal during transportation from mines to NPL Plant ensuring uninterrupted supplies as per the quantity and quality requirements as set out in the Contract.

### 3. Definitions

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

**“Applicable Laws”** shall mean all laws for the time being in force in India, including all acts, rules, statute, decisions, regulations bylaws, circulars, guidelines, policies and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court of record.

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

**“Authorized Signatory”** shall mean the person duly authorized by the Bidder by way of executing a power of attorney as per the format provided in Annexure II.

**“Batch”** shall mean the number of rakes despatched from 4<sup>th</sup> day of the Month to 3<sup>rd</sup> day of the succeeding month.

**“Bid”** shall mean the proposal/offer of the Bidder submitted in response to and as per the Bid Document issued by NPL.

**“Bidder”** shall mean the person making the Bid in response to and as required by this Bid Document. For the avoidance of doubt, any references to the **“Bidder”** in this Bid Document or Contract shall be interpreted as the **“Contractor”** once the Bidder's Bid has been accepted by NPL and Contract has been awarded to it.

**“Bid Document”** shall mean this document along with all its annexures, formats, addendums, corrigendum and clarifications, including NITs.

**“Coal”** shall mean Run-of-Mine coal supplied by SECL, from any of its mines/sidings.

**“Coal Company”** shall mean subsidiary of Coal India Limited (CIL) viz. South Eastern Coalfields Limited (SECL)

**“Contract”** shall mean the legally binding contract between Nabha Power Limited and the Successful Bidder consisting of Bid Document, Letter of Award and Purchase Order(s) including its Annexures.

**“Contract Price”** shall mean the service charge (exclusive of taxes) offered by the Contractor and accepted by NPL, post-negotiation if any, as consideration for the Scope of Work and obligations to be performed by the Contractor under the Contract.

**“Contractor(s)”** shall mean the Successful Bidder to whom the Contract is awarded by NPL, as per the Bid Document.

**“Consortium”** means a group of companies and/or organizations and/or firms responding as a Bidder.

**“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 tender process or in Contract execution.

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

**“e-Portal”** shall mean <https://npl.abcprocure.com/EPROC/>

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence the tender process or the execution of the Contract to the detriment of NPL and/or includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.

**“FSA”** means Fuel Supply Agreement signed between Nabha Power Limited (NPL) and South Eastern Coalfields Limited (SECL) including all Addendums.

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

**“Government Authority/Statutory Authority”** shall mean the Central/State/local Government(s), governmental department/corporation(s), commission, board, body, bureau, agency, authority, instrumentality, inspectorate over which the Central/State/local Government(s) exercises control.

**“Letter of Award (LoA)”** means the official communication issued by NPL notifying the Successful Bidder about acceptance of its Bid.

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

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

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

**“NPL Plant”** shall mean 2 X 700 MW thermal power plant of NPL at Rajpura, Punjab.

**“Price Bid”** shall mean the proposal submitted by the Bidder quoting the price as per the format given in Annexure IV of the Bid Document.

**“Purchase Order(s) / PO(s)”** shall mean the written order issued by NPL to the Contractor, for execution of the Scope of Work in terms of the Contract.

**“Qualified Bidders”** shall mean the Bidders qualifying the requirements as specified under clause 6 in the Bid Document.

**“Related Party”** shall mean group of companies, subsidiaries, associates, etc. of Bidders having common control/ ownership reflected through at least 50% of common directors and/or stake holders and duly identified and submitted to NPL as per Annexure-IX. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

**“Scope of Work”** shall mean entire scope of work to be performed by the Successful Bidder related to issue of all relevant documents, liaising and coordination and delivery of Coal to NPL Plant as defined in clause 4 including associated and incidental activities.

**“Successful Bidder”** shall mean the eligible Bidder whose Bid has been accepted by NPL and to whom the Contract is awarded in accordance with clause 12 of this Bid Document for performing the activities as per clause 4, the Scope of Work.

**“Subcontractor(s)”** shall mean an agency appointed by the Contractor with the prior written consent of NPL to render obligations / part of Scope of Work under the Contract.

**“Technical Bid”** shall mean documents required to be submitted by the Bidder in relation to responsive check and qualification requirements.

**“Third Party Sampling Agency/ TPSA”** shall mean third party sampling agency appointed jointly by SECL and NPL for sampling and testing at loading end. Currently, the TPSA at loading end is CIMFR (Central Institute of Mining & Fuel Research). In case of non-availability of third-party sampling by TPSA, NPL may opt for Joint Sampling (JS) with Coal Company.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing dispatched through speed post/courier/e-mail to the last business address/email address known to the Party who gives the notice. This also shall include notice posted on NPL website followed by communication to the Bidder by e-mail.

**Notes:**

i) Unless otherwise specified, wherever the following abbreviations are used in this Bid Document they shall have the meanings set forth below:

ASTM- American Society for Testing and Materials

BIS- Bureau of Indian Standards

CEA- Central Electricity Authority

CIL- Coal India Limited

CIMFR- Central Institute of Mining & Fuel Research

E-RR- Electronic Railway Receipt

FAUC- Freight Adjustment of Under Charges

FOIS- Freight Operations Information System

FSA- Fuel Supply Agreement  
IMBW-In Motion Weigh Bridge  
IOCL- Indian Oil Corporation Limited  
LoA- Letter of Award  
LC- Letter of Credit  
MoC- Ministry of Coal  
MoP- Ministry of Power  
MoEF&CC- Ministry of Environment, Forest & Climate Change  
MT- Metric Tonnes  
NCL- Northern Coalfields Limited  
PO- Purchase Order  
PSPCL- Punjab State Power Corporation Limited  
QCI- Quality Council of India  
RR- Railway Receipt  
SECL- South Eastern Coalfields Limited  
TM- Total Moisture

- ii) When the words “Approved”, “Subject to Approval”, “Satisfactory”, “Equal to”, “Proper”, “Requested”, “As directed”, “Where directed”, “When directed”, “Determined by”, “Accepted”, “Permitted”, or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of NPL.
- iii) 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.
- iv) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- v) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- vi) a “person” includes any individual, corporation, company, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment;
- vii) an “employee” of any person includes any other person or agent who is engaged or has (within the period prescribed by applicable law for holding such person’s employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such person as an employee, consultant, contractor or in any other capacity whatsoever;
- viii) the descriptive headings in this Bid Document, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- ix) unless specifically provided otherwise, the words “herein” and “hereunder”, and words of similar import, refer to this Bid Document and not only to the clause in which such use occurs;

- x) a reference to a “Clause”, “Schedule”, “Annex” or “Exhibit” is a reference to a Clause, Schedule, Annex or Exhibit of this Bid Document;
- xi) “including” or “includes” shall be deemed to be qualified by a reference to “without limitation”;
- xii) reference to “this Bid Document” or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and this Bid Document is to be read and construed as a whole. In the event of a conflict between the clauses and the appendices, the parties shall endeavor, in the first instance, to resolve the conflict by reading this Bid Document as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern.
- xiii) A law shall be construed as a reference to such law including its amendments or re-enactments thereof, for the time being in force.

#### **4. Scope of Work**

The Scope of Work shall include the job of arranging Coal supplies for NPL through Rail mode from SECL mines against the Coal allocated by SECL, liaising and coordination with Coal Company, Railways, sampling agency etc. including supervision of coal during transportation from mines to NPL Plant ensuring uninterrupted supplies as per the quantity and quality requirements set out in the Contract. The detailed Scope of Work is as follows:

- 4.1. The Contractor shall ensure allocation of required grade/quality of Coal from desired coalfields/areas as per this Contract.
- 4.2. Contractor shall carryout due diligence of the Coal quality and Coal size from the mines feeding a particular loading siding to ensure best quality and size of Coal (crushed) being lifted from selected mines and loaded on to the rakes placedfor NPL.
- 4.3. The Contractor shall coordinate with the Coal Company, Railways, and other related Authorities to get the offer/allotment from desired loading sidings.
- 4.4. The Contractor shall make all out efforts to achieve 100% materialization of contracted quantity of Coal within permitted timeframe by the Coal Company and/or Railways.
- 4.5. The Contractor shall adhere to approved monthly railway program.
- 4.6. Contractor shall endeavour to maximise supplies of BOXNHL wagons.
- 4.7. Contractor to build good rapport with Railways to manage defer placement of rake, if required. Need to defer placement may arise in case NPL/Contractor observes poor qualityof Coal being supplied from the mine and produce evidence of the same. Based

on the evidence, NPL shall direct the Contractor to defer the placement and the decision of NPL shall be final and binding on the Contractor.

- 4.8. Contractor shall carry out complete inspection of all the wagons for any residual material including any foreign material of previous consignment transported and ensure cleaning all the wagons of any foreign material found during inspection, before loading of NPL's consignment. NPL staff may have surprise audit w.r.t. cleanliness of wagons before loading.
- 4.9. Contractor will ensure timely consent, offer, allotment and loading/dispatch of rakes and supervise by deploying sufficient manpower/resources at the loading point and ensuring that of appropriate quality Coal is loaded into the rakes in proper quantity and the Coal is free from shale/stone, boulders and other foreign ingredients. Contractor shall also ensure that Coal loaded for NPL is 100% crushed coal.
- 4.10. The Contractor shall keep watch for correct weighment by weighbridge of Coal Company. If any defect is found in the weighbridge weighment, then the same should be immediately brought to Coal Company's notice to attend the problem and also to inform NPL to take corrective action. The Contractor shall also witness the periodical stamping of weighbridges conducted by Weights & Measurement Department.
- 4.11. Contractor shall ensure that under-loading and overloading is avoided, and the wagons are loaded as per the permissible carrying capacity of the rake as mentioned in the relevant Railways circular and minimize the idle freight and avoid punitive charges. Contractor shall ensure loading of rake on train load basis.
- 4.12. Contractor shall be responsible for monitoring the weighment of Coal loaded into rakes by the Coal Company at loading siding and accuracy thereof. Inspection report of each rake to be submitted by the Contractor as per Annexure XII
- 4.13. Contractor shall witness on behalf of NPL, the sampling, preparation, packing and storage of samples of Coal with the Coal Company & TPSA for the rakes loaded for NPL and shall ensure that the process is executed as per the prevalent protocol (FSA and contract with TPSA and its amendment). NPL may authorize the Contractor for the same.
- 4.14. Contractor shall facilitate signing of tripartite agreements between NPL, Coal Company and TPSA. Contractor to extend all support to TPSA/JS during sampling, preparation & sample preservation /storage provision. Accordingly, Contractor will record and report to NPL, any deviation from applicable procedure and standards with credible evidence. Contractor has to support TPSA & NPL in ensuring safe storage of samples. Contractor shall also facilitate signing of tripartite agreements between NPL, Railways and nominated bank for e-payment of Railway freight through auto debit.
- 4.15. Contractor shall deploy sufficient and competent manpower, as instructed by NPL, at all the respective mines, loading sidings, area offices of the Coal Company & Railway, head

office of the Coal Company, divisional office, control room & zonal office of concerned railways and other required places to ensure proper execution of work as per the Contract. The persons deputed shall be in contact with & shall take instructions/ guidance from NPL. Contractor will provide all the required resources/facilities to the deputed manpower for successful execution of work.

- 4.16. Contractor shall coordinate with different offices of the Coal Company, its bank and other related agency, if any, regarding payment of coal value either in advance through RTGS or through LC as per provisions of FSA and provide all the necessary assistance/support to NPL in this regard.
- 4.17. Contractor needs to ensure all statutory approvals required for dispatching Coal from mine(s) to NPL, i.e., EDRM sanction, releasing of program/offer from the Coal Company, approval from concerned mining department and allotment of rakes etc.
- 4.18. Contractor shall coordinate with Coal Company staff/Railway authorities for the smooth and continuous flow of rakes from preferred sidings.
- 4.19. Contractor shall ensure rake movement as per NPL's requirement.
- 4.20. Contractor shall coordinate, follow up and inform NPL for the rakes status which are in transit from the point of dispatch till NPL site. Rake dispatch report to be provided as per the following format on daily basis:

Sl. No.	Rake No	Declared Grade of Coal	RR No.	Drawn out day	Current Location	Distance from Destination	Reached/Expected Time Arrival at NPSB		RR weight
							Date	Time	
1									
2...									

- 4.21. Contractor shall collect the coal bills including credit/debit notes and provide other original documents from the Coal Company/Railways and other related agencies immediately after issuance and forward the same to NPL. Contractor shall also assist NPL to take up with the Coal Company/Railways and other related agencies, claims for obtaining refund amount due to NPL for any reason whatsoever.
- 4.22. The Contractor, shall in respect to the Coal bills & RRs collected from the Coal Company and Railways ensure the following:
  - a. The calculation of the Coal bill in reference to the RR details and FSA provisions.
  - b. Necessary correction if required shall be taken up with the Coal Company / Railways.
  - c. Check correctness of calculation of Railway freight and other charges in RR and



- necessary correction if required shall be taken up with Railways.
- d. Documentation (in hard copy and soft copy) of all relevant documents pertaining to each rake. Submission of soft copy of these documents to NPL every week.
  - e. Timely issuance of debit/credit notes from the Coal Company as per the adjustment with TPSA/JS results including referee results, as the case may be. Contractor shall assist NPL for carrying out our periodical joint reconciliations (as scheduled by Coal Company) of Coal bills received from SECL in timely manner.
- 4.23. Contractor shall ensure timely submission of letters (within 2 working days) issued by NPL to Railways /Coal Company/CIL and arrange acknowledgement of the same.
- 4.24. Contractor shall ensure daily submission of scanned legible copy of original Railway Receipt (RR) to NPL within 48 hours from the date of issuance of RR by Railways. The Contractor shall also ensure the submission of original RR to NPL within 20 days of issuance of the same by Railways. However, it may not be required in case of e-RR.
- 4.25. Contractor to assist NPL in execution of TPA for e-payment of railway freight with EC Railway.
- 4.26. Contractor shall complete reconciliation with the Coal Company for coal bills, account balances & other related documents on monthly/need basis.
- 4.27. Contractor to assist NPL in settlement of unweighted/unsampled rakes as per the provisions of the provisions of the FSA.
- 4.28. Contractor shall assist NPL for documentation related to incentives/penalties/claims to the Coal Company as per FSA. Contractor shall also assist NPL in handling disputes with respect to FSA and follow the instructions of NPL in this regard.
- 4.29. Contractor shall coordinate with TPSA for timely issuance of results, as defined in FSA, of Coal lifted from the Coal Company. Contractor shall ensure the delivery of Coal to NPL as per the quality mentioned in S No. 5.
- 4.30. Contractor shall ensure that no bulged wagons are dispatched to NPL and shall share the pictures/videos of the rake as a confirmation of the same.
- 4.31. Contractor shall ensure that sick/damaged wagons with large gaps/cracks are not loaded with Coal and such wagons should be immediately brought to the notice of Railway authorities. The Contractor shall get such wagons replaced/repared through Railways. Unrepairable wagons shall not be loaded with Coal and shall share the pictures/videos of the rake as confirmation of the same.
- 4.32. Contractor shall keep a record and track of sick wagon and shall arrange to mobilize the same with subsequent consignment. Contractor shall assist NPL in logging the claim of sick wagon so as to ensure timely receipt of the consignment.

- 4.33. Contractor shall ensure compliance of all statutory requirements for all dispatches to NPL via rail.
- 4.34. Contractor shall ensure timely issuance of credit note of ungraded coal as per FSA (if any) dispatched from the Coal Company. Contractor shall assist NPL for carrying out our periodical joint reconciliations (as scheduled by Coal Company) of Coal bills received from SECL in timely manner.
- 4.35. Contractor shall ensure that no rake is diverted to any other place or plant and if a rake or wagon despite proper cautions is found diverted or missing, the Contractor shall be responsible for:
- a. Tracking of diverted rake and missing wagon
  - b. Arranging for Super sessional RR and other details of diverted rake or wagon within three (3) days of the diversion
  - c. Assist NPL in settlement and claim of refund from Railways for diverted rake & missing wagon.
- 4.36. Railway freight shall be paid by NPL to the Railways. However, the Contractor shall coordinate and liaise with Railways for expeditious reconciliation and settlements of claims (if any).
- 4.37. The Contractor shall execute the work in accordance and compliance with Applicable Laws and Good Industry Practice.
- 4.38. The Contractor shall also liaise with CIL, CEA, MoP, MoC as and when required by NPL and secure allocation letters of desired quantity/quality of Coal from the Coal Company in favor of NPL under various schemes launched by CIL including import substitution.

The Scope of Work as detailed above includes all ancillary and subservient activities required to complete the work, thus even if any item is omitted from the Scope of Work but otherwise required to complete the work then such work shall be deemed as included in the Scope of Work and shall be performed by the Contractor without any additional financial liability to NPL. The intent of the Contract is to ensure the loading of Coal from the Coal Company & deliver to NPL in terms of quality, quantity, and adherence to timelines. Whatever activity and actions are required to achieve the objective, even if not mentioned in the Contract specifically, shall be deemed to form part of the Scope of Work for the Contractor.

#### **5. Guaranteed (Base) Parameters:**

- a) Materialization: 100%
- b) Coal Quality during Non-Monsoon Season (October - June): GCV 3600 Kcal/Kg
- c) Coal Quality during Monsoon Season (July - September): GCV 3500 Kcal/Kg
- d) Transit Loss: < 0.2%

## B. Preparation and submission of Bids

### 6. Qualification Requirement

	Parameters	Minimum Requirement for the Bidder(s)	Documents Required to be submitted
<b>Technical Qualification Requirements</b>	<p>Experience in Coal handling for Coal supply in Rail mode at any subsidiary of Coal India Limited (CIL) in any one financial year during preceding three financial years 2021-22, 2020-21, 2019-20</p> <p>(Experience of Road-Cum-Rail Mode / Washery mode shall not be considered)</p>	20.00 Lakh MT	<ol style="list-style-type: none"> <li>1. Certificate issued by Statutory Auditors based on the POs/Work orders, as per Annexure-III (A).</li> <li>2. Self-certified true copies of the Pos/Work orders.</li> <li>3. Summary of Pos/WO's, as per Annexure-III (C).</li> <li>4. Performance certificate issued by Customer for the works executed by Bidder.</li> </ol>
<b>Financial Qualification Requirements</b>	The average annual turnover of the Bidder for the preceding three financial years as above	Rs. Ten (10) Crores	Turnover and net worth duly certified by Statutory Auditors as per Annexure-III (B).
	The average net worth of the Bidder for the preceding three financial years as above	Rs. One (1) Crore	

#### Notes:

- a) Bidding through a Consortium is not permitted.
- b) In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a certificate to this effect from its Statutory Auditors.
- c) Both technical & financial parameters shall form part of the total qualification requirement.

## 7. Preparation of Bid: -

7.1 The complete Tender document may be downloaded from NPL website <https://www.nabhpower.com/tenders/coal-procurement-tenders/>. Bid submission process consists of online submission of Technical Bid (documents for responsive check and qualification requirement) & Price Bid. Details of responsive check, qualification requirement & Price Bid are as under:

Cover / File Name	Documents to be uploaded	Mode of submission
<b>“Documents for Responsive Check” (A)</b>	<ol style="list-style-type: none"> <li>1. Covering letter as per format in Annexure-I</li> <li>2. Power of Attorney in favour of Authorized Signatory as per format in Annexure II (notarised copy)</li> <li>3. Email confirmation from NPL on submission of Earnest Money Deposit (EMD) via online transfer to NPL Bank account</li> </ol>	Online
<b>“Qualification Requirements” (B)</b>	<ol style="list-style-type: none"> <li>1. Latest version of Bid Document including all amendments/ addendums/ clarifications, each page duly stamped and signed by the Authorized Signatory of the Bidder.</li> <li>2. Declaration of subsidiaries (if applicable) (Annexure-IX)</li> <li>3. Certificates issued by statutory auditors against technical &amp; financial qualification requirement. (Annexure III A &amp; III B)</li> <li>4. Declaration/certificate regarding non-audit of accounts of preceding year. (if applicable)</li> <li>5. The documents required to demonstrate work orders executed (Annexure III-C).</li> <li>6. Self-attested copies of POs/Work Order in support of work experience.</li> <li>7. Memorandum of Association (MoA), Article of Association (AoA).</li> <li>8. Certificate of incorporation and Board Resolution.</li> <li>9. Performance certificate for the works executed</li> <li>10. GST registration certificate</li> <li>11. Copy of PAN card</li> </ol>	Online
<b>“Price Bid” (C)</b>	Price Bid as per Annexure-IV of the Bid Document.	Online

7.2 The Bid must be unconditional and non-suggestive. Bids with conditions/suggestions, being nonresponsive are liable to be summarily rejected at NPL's sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future tenders.

7.3 The Bidder shall quote its prices/rates for the complete Scope of Work and obligations set out in clause 4 in the Bid Document, in the Price Bid format described in Annexure IV. The Bid and supporting documents prepared by the Bidder shall be in English. The prices shall be quoted with service charge which shall be indicated in figures and words as per the prescribed format. In case of deviation between figures and words, the quoted price in words shall be construed as the final price.

7.4 Bid shall only be submitted online. **Bid submitted in physical form shall be rejected.**

**7.5 RELATED & INTERESTED PARTIES:**

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 tender process.

A Bidder shall not have conflict of interest that affects the tender process. Further, if any Bidder is having a common interest with other Bidders participating in the same tender 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 tender 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. Submission of Bid:**

8.1 For online submission of Bid and reverse bidding, Bidders shall register themselves on e-Portal <https://npl.abcprocure.com/EPROC/>.

8.2 Bidders should understand the online submission procedure thoroughly and then fill up the Bids. Bidder must register themselves with the e-Portal well in advance to understand the process and formalities for online Price Bid submission. No excuse of insufficient knowledge regarding online submission & physical submission shall be accepted.

8.3 For online submission of Bid, the Bidder is required to obtain Class III Digital Signature Certificate (meant for E-Tendering) from any authorized agencies. The Bidder, in whose

name the Digital Signature Certificate/Registration is obtained, can only fill-up and submit the Bid.

- 8.4 Bidders shall fill-up/submit the Bid online in the formats provided by the e-Portal.
- 8.5 In case of any further information regarding online submission of Price Bid or 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) Fahad Khan (email: <a href="mailto:fahad@eptl.in">fahad@eptl.in</a> ; mobile: 99044-06300) (b) Shaikh Nasruddin (email: <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a> ; mobile: 95108-12960) (c) Dinki Adhiya (email: <a href="mailto:dinki@eptl.in">dinki@eptl.in</a> ; mobile: 63549-19566) (d) Common email address: <a href="mailto:Support@abcProcure.com">Support@abcProcure.com</a>  Website- <a href="https://npl.abcprocure.com/EPROC/">https://npl.abcprocure.com/EPROC/</a>
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## C. Opening and Examination of Bids

### 9. Bid opening

NPL shall not be responsible for any delay in submission of the Bids online. Any Bid uploaded after the time specified for receipt of bids is liable to be rejected. NPL may at its sole discretion extend any of the timelines related to the tender process.

The Technical Bids will be opened on the date and time specified in clause 1.32 of the General Terms & Disclaimers.

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9.1 Bids which are not complete in all aspects as stipulated above and/or without the Earnest Money Deposit (“EMD”) are liable for rejection being nonresponsive. NPL may at its discretion accept any non-material/ minor deviations. NPL representative(s) for tender process shall have the discretion to decide whether the deviation is minor/non-material or not.

9.2 Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened on the date and time as specified in clause 1.32 of the General Terms & Disclaimers.

9.3 If the Bids cannot be opened as per the schedule, the Bidders/Qualified Bidders will be intimated regarding the revised schedule for opening of the Price Bid.

**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 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. Evaluation for Qualification:

The Bid will be evaluated as per technical and financial qualifications as per clause 6 above.

### 11. Evaluation of the Price Bid

The Bidders shall be evaluated on the basis of the lowest service charge to NPL in Rs/MT basis (including all taxes and duties).

## **D. Award of Contract**

### **12. Negotiations and award**

NPL at its own discretion may conduct the reverse bidding. The start/opening price of the reverse bidding shall be finalized by NPL. 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 the service charges (quoted in Price Bid), after the reverse bidding, with any of the Bidders asking them to quote their no-regret price.

NPL may directly issue the PO(s) without going through LoA stage.

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:

- 12.1 The Bidder(s) shall sign and return the Acceptance Letter as provided in Annexure X together with its Bid as evidence of its acceptance of the terms of this Bid Document. The Contract between NPL and the Successful Bidder shall come into existence and commence on the date NPL issues a Letter of Award to the Successful Bidder; or on the date NPL issues the first Purchase Order to the Successful Bidder, whichever is earlier.
- 12.2 NPL may at its own discretion issue a Letter of Award to the Successful Bidder. Such Letter of Award may include certain conditions which the Successful Bidder must satisfy before NPL issues a Purchase Order to such Successful Bidder.
- 12.3 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.
- 12.4 The Bidder(s) shall indicate its subsidiaries/Related Parties as per Annexure IX. 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.

### **13. Bid currency and validity**

13.1 The Bidder shall quote the prices in Indian Rupees (INR) as per the Price Bid format provided in Annexure IV.

13.2 The Bids submitted shall be valid for acceptance for a period of 180 days from the date of Price Bid opening. Bid validity can be extended further by mutual agreement.

### **14. Earnest Money Deposit (EMD)**

The Bidders are required to deposit an Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty Lakhs only) through RTGS in the following bank account on or before the Bid Due Date till 18:00 hours:

<b>Particulars</b>	<b>Description</b>
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

Note: No interest shall be paid on EMD.

EMD will be refunded/retained as per the table below:

<b>Successful Bidder</b>	<b>Unsuccessful Bidder L2</b>	<b>Unsuccessful Bidder L3, L4 and so on</b>
EMD shall be converted into CPS	Within 60 days from the date of Price Bid opening	Within 30 days from the date of Price Bid opening

NPL shall have the right to forfeit 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.

Important Note: In case Bidder makes false representation with respect to qualification requirements, which may be discovered/ revealed/ noticed during the tender process. Or

during the validity of the Contract, EMD/CPS 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 and debarring the Bidder from current and future participation in bids issued by NPL.

**15. Contract Performance Security (CPS)**

15.1 The CPS shall be INR 20 Lakh or 10% of the Basic Contract Amount (exclusive of taxes & duties), whichever is higher. The EMD amount submitted by the Successful Bidder shall be converted into CPS. The Contractor shall submit the balance amount of CPS, if any, within 7 days from the date of issuance of Purchase Order.

15.2 The CPS shall be returned within 30 days after final settlement of the Contract, subject to deduction of tax, if any and after adjusting/ setting off any amount due to NPL from the Contractor and after the receipt of Contract Closure note as per Annexure XI of this Bid Document. No interest shall be payable to the Contractor on the amount of CPS.

15.3 CPS shall be maintained throughout the tenure of the Contract as a security for satisfactory performance. In case of any unsatisfactory performance, CPS may be forfeited. In case of forfeiture of the CPS or part thereof, the Contractor shall replenish the same within 2 weeks of such invocation and intimation from NPL. If the Contractor fails to replenish the same within the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for supplies already made to the extent of CPS replenishment required or terminate the Contract.

- 15.4 Unsatisfactory performance shall include but not limited to any or all of the following:
- i. Materialization is below 80% for two (2) consecutive Batch or three (3) Batch from the commencement of the Contract due to any reason whatsoever but not attributable to NPL.
  - ii. Average transit loss is more than 0.7% for three (3) Batch from the commencement of the Contract.
  - iii. Receipt of GCV ARB as per following table for two (2) consecutive Batch or three (3) Batch from the commencement of the Contract:

SI. No.	Description	Minimum GCV ARB
1	Non-monsoon Season (October - June)	3500
2	Monsoon Season (July - September)	3400

Note: The above-mentioned description is for the entire Contract period

- iv. Penalty reaches the capped percentage for two (2) consecutive Batch or three (3) Batch from the commencement of the Contract

## 16. Validity Table

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 20,00,000 (Rupees Twenty Lakhs Only)	EMD will be refunded to the Bidder as per the table mentioned in clause no. 14 above
Price Bid (Annexure IV)	As stated in Annexure IV	180 days from the date of Price Bid opening
Contract Performance Security (CPS)	Rs. 20,00,000 (Rupees Twenty Lakhs Only) or 10% of the Basic Contract Amount (exclusive of taxes & duties), whichever is higher.	CPS will be returned within 30 days after final settlement as per clause 15

## 17. Period of contract:

The commencement date of the Contract shall be as per the “Negotiation & Award” section above. The Contract shall be for a period of one year, i.e., 4<sup>th</sup> December 2022 to 3<sup>rd</sup> December 2023 (this will include the reprogrammed rakes of months prior to December 2022).

The Contract may be extended for the Coal allocated for the following year, with the mutual agreement of NPL and the Contractor.

## 18. Contracted Quantity:

The obligation of the Contractor is to provide services as per Scope of Work up to 66 rakes per Batch during the period of the Contract. However, actual rakes per Batch may vary as per actual allotment from Coal Company.

Execution of quantity above this quantity shall be subjected to mutual agreement between NPL and the Contractor in writing.

## 19. Taxes & duties

19.1 The unit rates indicated in the Price Bid of Annexure IV shall be inclusive of all taxes, duties, levies and statutory requirements as per Applicable Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the applicable prevailing rates.

19.2 Taxes, duties and any financial levies 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 unit rates. Any new tax or duty which were not applicable and is imposed by Government post bid, the same shall be admissible for payment. Similarly, any taxes and

duties which are reduced/withdrawn by Government, the consequential benefit shall be passed on to NPL through reduction from the Contract Price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of such withdrawal.

19.3 Prices indicated in the Price Bid as per Annexure IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient number of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.

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

## **PART II. QUALITY, QUANTITY & PAYMENT TERMS**

### **20. Price, price basis & its effectiveness**

20.1 The Bidder shall quote its most competitive prices for the Scope of Work in Price Bid format (Annexure IV). Any quantity which is allocated during the Contract period but not delivered during the Contract period shall be executed at the same Contract Price and as per same terms and conditions under the Contract.

#### **20.2 Price Variation:**

- a) The prices shall remain fix and binding on the Bidder and shall not be subject to any variations for any reason whatsoever during the term of the Contract and any rollover period until the entire allocated Coal quantity is received at the NPL Plant.
  - b) However, statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.
- 20.3 The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 20.2 above.

### **21. Quantity Determination**

- 21.1 Weighment of rakes shall be carried out on In-Motion Weigh Bridges (for tare and gross) at NPL. Access to the Contractor to witness the weighment will be provided through CCTV real time footage.
- 21.2 NPL will provide copy of calibration certificates if requested by the Contractor. NPL will undertake the calibration of In Motion Weigh Bridge (IMWB) in line with the schedule/practice as recommended by Legal Metrology. Any efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections may be considered as a default on the part of the Contractor.
- 21.3 The weight recorded at NPL as per the above process shall be final and binding. However, in case of non-recording of weight on NPL in-motion weighbridge due to over speeding of rake or due to any other reason, then RR weight of that rake shall be considered as NPL received weight.
- 21.4 Weighment reports will be shared to the Contractor within 5 working days of completion of weighment.

## 22. Quality Determination

NPL receipt end Coal quality determination shall be carried out at NPL Laboratory. NPL Laboratory is duly accredited by NABL for coal testing in accordance with ISO/IEC 17025:2017.

- 22.1 NPL will carry out the sampling and analysis of Coal at NPL Plant as per the provisions of either BIS or ASTM at the option of NPL. Normally, sampling would be done through mechanical sampling system. In case of exigencies when sampling could not be done through the mechanical sampling system due to any reason whatsoever, NPL will carry out the sampling and testing process as per the relevant BIS/ASTM standard, however, any such change in sample collection and testing process will be communicated to the Contractor in advance.
- 22.2 The Contractor's representative will have the option to witness the sample collection, preparation, and testing of main sample through CCTV real time footage. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.
- 22.3 As the process of sampling and preparation is a continuous round the clock process to deal with multiple consignments, hence NPL would carry out the process as per the time deemed suitable for the process and it is the responsibility of the Contractor's representative to be available at all times at CCTV monitor location to witness the same.
- 22.4 NPL may request Contractor to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained.
- 22.5 Generally, quality reports are generated within 7 days of receipt of the rake and same will be communicated to the Contractor.
- 22.6 Any misuse of real-time footage witnessing by the Contractor or its representative will be viewed seriously and may result in disqualification / blacklisting of Contractor, including denial of access for balance period of Contract. Presence / interference of any extra representative will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises.

**23. Computation methodology for payable Contract Price & various recoveries/quantity adjustments**

The payment will be made to the Contractor on the basis of quantity of Coal received at the NPL PLant, after adjustments and net of compensation & bonus per Batch of rakes.

The Parties hereby acknowledge and accept that compensation computed herein below is genuine pre-estimate of loss that will be suffered by the NPL under various heads from 23.1 to 23.4.

The details of compensation are as under:

**23.1 Compensation and Bonus towards GCV ARB received at NPL plant:**

- (a) Compensation for non-monsoon season shall be payable by the Contractor to NPL as per the table below for the **Batch weighted average GCV ARB**.

<b>GCV ARB received at NPL plant (Kcal/kg)</b>	<b>Compensation* (Rs/MT)</b>	<b>Bonus* (Rs/MT)</b>
GCV-ARB => 3700		5.00
3650 <= GCV-ARB < 3700		2.50
3600 <= GCV-ARB < 3650	0	0
3550 <= GCV-ARB < 3600	2.50	
3450 <= GCV-ARB < 3550	5.00	
GCV-ARB < 3450	10.00	

\*Taxes will be extra as applicable

**Illustration:**

Say NPL receives 04 rakes in a Batch, for computation the GCV-ARB figures are as follows:

GCV-ARB of rake 1 = 3650 Kcal/kg

GCV-ARB of rake 2 = 3610 Kcal/kg

GCV-ARB of rake 3 = 3575 Kcal/kg

GCV-ARB of rake 4 = 3515 Kcal/kg

Weighted average GCV-ARB will be calculated as follows:

<b>GCV-ARB</b>	<b>Qty per rake</b>	<b>Weighted Average GCV-ARB for batch</b>
3650	4000	3588
3610	4100	
3575	3800	
3515	3900	

Say, Contract Price=Rs 10/MT

Compensation = Rs 2.5/MT

Contract Price payable = (10 – 2.5) Rs/MT =Rs 7.5/MT (taxes extra as applicable)

- (b) Compensation for monsoon season shall be payable by the Contractor to NPL as per the table below for the **Batch weighted average GCV ARB**.

<b>GCV ARB received at NPL plant (Kcal/kg)</b>	<b>Compensation* (Rs/MT)</b>	<b>Bonus* (Rs/MT)</b>
GCV-ARB => 3600		5.00
3550 <= GCV-ARB < 3600		2.50
3500 <= GCV-ARB < 3550	0	0
3450 <= GCV-ARB < 3500	2.50	
3350 <= GCV-ARB < 3450	5.00	
GCV-ARB < 3350	10.00	

\*Taxes will be extra as applicable

**Illustration:**

Say NPL receives 04 rakes in a Batch, for computation the GCV-ARB figures are as follows:

GCV-ARB of rake 1 = 3500 Kcal/kg

GCV-ARB of rake 2 = 3615 Kcal/kg

GCV-ARB of rake 3 = 3375 Kcal/kg

GCV-ARB of rake 4 = 3415 Kcal/kg

Weighted average GCV-ARB will be calculated as follows:

<b>GCV-ARB</b>	<b>Qty per rake</b>	<b>Weighted Average GCV-ARB for batch</b>
3500	4000	3476
3615	3950	
3375	4100	
3415	3900	

Say, Contract Price = Rs 10/MT

Compensation = Rs 2.5/MT

Contract Price payable = (10 – 2.5) Rs/MT =Rs 7.5/MT (taxes extra as applicable)

**23.2 Compensation on lower materialization with respect to the approved railway program for any reason not attributable to NPL (not as per income tax slab):**

<b>% Materialization against the approved monthly program (for despatch of rakes)</b>	<b>Compensation*</b>
90% <= % Materialization < 100%	Nil
85% <= % Materialization < 90%	Rs 1.0/MT
80% <= % Materialization < 85%	Rs 2.5/MT
% Materialization < 80%	Rs 5/MT

\*Taxes will be extra as applicable

**Notes:**

- a) Materialization is defined as: Batch of Rakes / (Monthly Program (excluding reprogrammed rakes of preceding months, if any)).



- b) Penalty shall be levied on monthly basis and will be reconciled on quarterly basis.  
The quarter is defined as follows:
- i. First Quarter: From 4<sup>th</sup> December 2022 to 3<sup>rd</sup> March 2023
  - ii. Second Quarter: From 4<sup>th</sup> March 2023 to 3<sup>rd</sup> June 2023
  - iii. Third Quarter: From 4<sup>th</sup> June 2023 to 3<sup>rd</sup> September 2023
  - iv. Fourth Quarter: From 4<sup>th</sup> September 2023 to 3<sup>rd</sup> December 2023
- c) Penalty will not be levied in case of Force Majeure events.  
d) RR invoice date shall be considered as rake dispatch date

**Illustration 1:** where compensation is applicable after quarterly reconciliation

Quarter Month	Monthly Programme (excluding reprogrammed rakes)	Monthwise Performance		Reconciled Performance	
		Rakes dispatched (including reprogrammed rakes) / (% materialization)	Compensation (Rs/MT)	Total Materialization for Quarter (in %)	Compensation (Rs/MT)
1	100	70 (70%)	10.00	91%	1.00
2	80	80 (100%)	-		
3	100	105 (105%)	-		

**Illustration 2:** where compensation is not applicable after quarterly reconciliation

Quarter Month	Monthly Programme (excluding reprogrammed rakes)	Monthwise Performance		Reconciled Performance	
		Rakes dispatched (including reprogrammed rakes) / (% materialization)	Compensation (Rs/MT)	Total Materialization for Quarter (in %)	Compensation (Rs/MT)
1	100	70 / (70%)	10.00	95%	-
2	80	87 / (109%)	-		
3	100	110 / (110%)	-		

### 23.3 Compensation on account of overloading

Contractor must ensure that all empty wagons shall be uniformly loaded up to its permissible carrying capacity. No penalty by way of compensation will be charged to the Contractor if the penalty charged by Railway on account of overloading and associated components for the Batch of rakes is less than or equal to the weighted average of Rs 2 lakh per rake. If the penalty charged by Railways for the Batch of rakes exceeds the weighted average of Rs 2 lakh per rake, a penalty by way of compensation of Rs 2/MT will be applicable on the entire quantity of the Batch of rakes. The illustration reflecting the methodology for computation of penalty by way of compensation is given below:

**Illustration 1:** Batch of 5 rakes are received in plant:

Rake No	NPL Quantity (MT)	Over loading (Rs)	Penalty by way of compensation due to Over Loading (Rs)
1	3,755.70	2,50,000.00	2 x 18,556.51
2	3,646.20	1,50,000.00	
3	3,727.40	6,80,000.00	
4	3,650.01	4,00,000.00	
5	3,777.20	10,00,000.00	
	<b>18,556.51</b>	<b>4,98,892.00</b>	<b>₹ 37,112.02</b>
	<b>Total</b>	<b>Weighted Average</b>	<b>Amount*</b>

\* Taxes will be extra as applicable

**Illustration 2:** Batch of 5 rakes are received in plant:

Rake No	NPL Quantity (MT)	Over loading (Rs)	Penalty by way of compensation due to Over Loading (Rs)
1	3,796.00	1,50,000.00	0
2	3,500.00	2,50,000.00	
3	3,771.00	3,00,000.00	
4	4,000.00	1,25,000.00	
5	3,992.00	1,50,000.00	
	<b>19,059.00</b>	<b>1,92,796</b>	<b>₹ 0</b>
	<b>Total</b>	<b>Weighted Average</b>	<b>Amount*</b>

\* Taxes will be extra as applicable

#### 23.4 Compensation on account of Transit Loss (TL):

For the purpose of assessing transit loss (TL), quantity of Coal rakes received at NPL Plant in a Batch of rakes (NPL weight) will be considered.

RR weight shall be compared with NPL weight of the Batch of same rakes.

$$TL = \frac{RR \text{ quantity for Batch of rakes} - NPL \text{ received quantity for Batch of rakes}}{RR \text{ quantity for Batch of rakes}} \times 100\%$$

If TL is more than the allowable TL of 0.2%, then the Contractor shall be liable to pay the compensation as per the table below (not as per income tax slab basis):

Transit Loss (TL) percentage	Compensation*
(TL) <= 0.2%	NIL
0.2% < (TL) <= 0.5%	Rs 2.50 / MT
0.5% < (TL) <= 1.0%	Rs 5.00 / MT
(TL) > 1.0%	Rs 10.00 / MT

\*Taxes will be extra as applicable

**Notes:**

- a) Materialization is defined as: Batch of Rakes / (Monthly Program (excluding reprogrammed rakes of preceding months, if any)).
- b) Penalty shall be levied on monthly basis and will be reconciled on quarterly basis. The quarter is defined as follows:
  - i. First Quarter: From 4<sup>th</sup> December 2022 to 3<sup>rd</sup> March 2023
  - ii. Second Quarter: From 4<sup>th</sup> March 2023 to 3<sup>rd</sup> June 2023
  - iii. Third Quarter: From 4<sup>th</sup> June 2023 to 3<sup>rd</sup> September 2023
  - iv. Fourth Quarter: From 4<sup>th</sup> September 2023 to 3<sup>rd</sup> December 2023
- c) Penalty will not be levied in case of Force Majeure events.

**Illustration 1:** where compensation is applicable after quarterly reconciliation

Quarter Month	RR weight for the rakes received in Batch	Monthwise Performance		Reconciled Performance	
		NPL weight for the rakes received in Batch / (% TL)	Compensation (Rs/MT)	TL for Quarter (in %)	Compensation (Rs/MT)
1	1,20,000	1,19,600 / (0.33%)	2.50	0.26%	2.50
2	1,00,000	99,950 / (0.05%)	-		
3	1,04,000	1,03,600 / (0.38%)	2.50		

**Illustration 2:** where compensation is not applicable after quarterly reconciliation

Quarter Month	RR weight for the rakes received in Batch	Monthwise Performance		Reconciled Performance	
		NPL weight for the rakes received in Batch / (% TL)	Compensation (Rs/MT)	TL for Quarter (in %)	Compensation (Rs/MT)
1	1,20,000	1,19,600 / (0.33%)	2.50	0.19%	-
2	1,00,000	99,950 / (0.05%)	-		
3	1,04,000	1,03,820 / (0.17%)	-		

### 23.5 Demurrage

100% of the monthly incurred demurrage charges by NPL on account of delay in unloading (of Contractor's rakes) due to reasons attributable to the Contractor shall be recovered from Contractor's monthly dues.

However, demurrage imposed at unloading end due to congestion or any other reason attributable to NPL shall be borne by NPL.

In case of waiver of demurrage charges by Railway, the deduction made, if any, on account of demurrage will be refunded to the Contractor. The refund amount shall be proportionate to the waiver granted by Railway.

### 23.6 Penalty due to foreign material

Foreign materials like plastic, sand, stones, bajri, tramp iron pieces, concrete blocks, etc. are not to be loaded into the wagons failing which the service charge proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. The assessment of

the quantum of foreign materials shall be jointly done by NPL and Contractor's authorized representative (if present) by visual inspection as the measurement is not feasible.

**23.7 Aggregate Compensation (net of Bonus, if any):**

Aggregate of all the compensations/demurrage (net of Bonus, if any) are capped at 80% of the monthly Invoiced Amount.

**24. Billing and payment terms**

The Contractor shall submit invoices (in triplicate) for each Batch of rakes. The payment for each Batch will be processed thereafter.

The invoices are to be submitted with complete details along with supporting documents (included but not limited to):

- a. Copies of corresponding RRs (in case ERRs are not available)
- b. Statement showing RR no, invoice no, wagon no and net weight
- c. Statement of rake numbers in a Batch, weightment and quality received at NPL

The eligible payments will be released after various recoveries /adjustments within the following timelines and deduction of tax at source (TDS) as applicable.

NPL will release 90% of eligible amount for each period as admissible, within forty-five (45) working days from the date of receipt of such bills (complete in all respects) at NPL's designated office located at NPL Plant. All payments shall be made through EFT (Electronic Fund Transfer).

Balance amount will be released on receipt of- (a) TPSA/JS quality results (including referee results) along with debit/credit notes, and (b) Refund from coal companies/Railways.

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

**HEAD – Fuel Sourcing & Management,**  
Nabha Power Limited,  
Near Village Nalash, PO Box 28, Rajpura -140401,  
Distt. Patiala, Punjab, India.

**Contract Closure**

The Contractor shall submit a Contract closure note as per format provided in Annexure-XI before the full and final settlement of the Contract.

## **PART III. GENERAL TERMS & CONDITIONS**

### **25. Governing Law and Jurisdiction**

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

### **26. Assignment and subcontracting**

The Bidder shall not assign, subcontract or transfer Contract or any part thereof, without the prior written approval of NPL.

### **27. Indemnification**

The Bidder shall indemnify and hold NPL harmless in respect of any and all damages or injuries to any person and to any property and against all actions, suits, claims, demands, costs, charges and expenses (including professional fees) arising in connection with:

- i. any act or omission of the Bidder;
- ii. violation of any of the provisions of the Applicable Laws or Applicable Permits by the Bidder.

For the purposes of this clause Bidder means and includes its affiliates, subcontractors, employees, agents and other personnel deployed by the Contractor or his subcontractors.

The Bidder shall fully indemnify, hold harmless and defend NPL against any action, claim or proceeding relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.

Any statutory and tax related liability will be exclusively to the account of the Bidder unless NPL agrees otherwise based on the Bidder's accepted Bid.

Bidder shall comply with all norms and requirements of the mining department, MoEF&CC, Government Authorities and Applicable Laws and indemnify NPL against any non-compliance. NPL may verify the compliance however this shall not absolve the Bidder from its prime responsibility of such compliance.

### **28. Confidentiality**

“Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed by NPL in relation to the Contract, or which is obtained by the Contractor from NPL in relation to the Contract, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including

without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, Contractor information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

Confidential Information shall not be disclosed by the Contractor except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's obligations. The Contractor shall remain liable with regard to all parties who receive NPL's Confidential Information from the Contractor. The Contractor shall be liable for disclosure or use of Confidential Information which:

- a) was known by the Contractor 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 NPL; or
- d) is required to be released by Applicable Law or court order/direction.

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

## **29. Force Majeure**

29.1 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under the Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly and not caused by the fault or negligence, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- a. Flood, drought, lightning, cyclone, storm, earthquake, volcanic eruption typhoon, tornado and such natural occurrences; or
- b. Explosion, fire, contamination of atmosphere by radioactive or hazardous substances; or
- c. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, terrorist or military action; or
- d. Civil disturbance such as riot, blockade, revolution, riot, insurrection, etc; or
- e. Industry wise /nationwide strikes; or

- f. Any law, ordinance or order of the Central or State Government, or any direction of a statutory regulatory authority that prevents or restricts performance of the obligations under the Contract; and
- g. Pandemic, epidemic.

An Affected Party under this clause means the Party whose performance has been affected by an event of Force Majeure.

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

- a. unavailability of the Coal in the requisite quality and/or quantity including as a result of SECL's failure to deliver the Coal at the mine(s);
- b. On account of SECL/CIL exercising any of its rights or performing any of its obligations as contained in the FSA including without limitation any change to the quantity, quality or source of supply of Coal.
- c. 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 clause 29.1 above;
- d. 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
- e. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor or any other transport service provider in transporting the Coal from the Colliery to the NPL Plant; or
- f. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- g. Insufficiency of finances or funds or the Contract becoming onerous to perform.

29.3 If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set forth in clause 32, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

**29.4 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 29.5 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.

### **29.5 Performance Excused**

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

- a. The affected Party gives the other Party Written Notice in terms of clause 29.4;
- 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 29.4.a and 29.4.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 Plant.

No liability of either Party which arose before the occurrence of the Force Majeure Event shall be excused because of the occurrence.

### **29.6 No liability for losses due to Force Majeure Event**

Neither Party shall be liable in any manner 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.

### **29.7 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.

### **29.8 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.

### **30. Events of default**

#### **A. Contractor's events of default:**

In addition to any other event contained herein giving NPL a right to terminate the Contract, the following events shall be construed as events of default on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract forthwith:

- i. The Contractor is in material breach of any of the terms of this Contract and such breach is not remedied within twenty (20) days of notice by NPL;
- ii. The Contractor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a company/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 for which prior written consent from NPL is obtained), 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;
- iii. Contractor assigns, subcontracts or transfers the Contract or any part thereof therein other than in accordance with the Contract.
- iv. Contractor initiates M&A (Merger or Amalgamation) proceedings without obtaining a NOC from NPL prior to such initiation.
- v. The voluntary winding up of the Contractor by the shareholders of the Contractor;
- vi. Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and the Contractor is ordered to be wound up by the court;
- vii. Non-compliance to any relevant major requirement of SECL/TPSA/CIL/Govt. bodies and/or Applicable Laws.
- viii. Repeated receipt of oversized coal/stones in the rakes dispatched.
- ix. Repeated lapsing of Coal rakes against monthly programme.
- x. Contractor, in the judgment of the NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract
- xi. Abandons and ceases its performance or repudiates the Contract.
- xii. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- xiii. Does not carry out the Contract/ LoA/PO for the entire quantity as required by NPL and such breach is not remedied within seven (7) days of notice.

In the event of a Contractor's Event of Default NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the CPS of the Contractor without prejudice to the other legal remedies available to NPL.

**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 ~one month's gross Contract Price and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an NPL events of default 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.

In case of NPL's event of default, the Contractor shall be entitled to terminate the Contract by giving 30 days written notice.

**31. Compliance of Applicable Laws**

**A. Compliance of Labour Laws:**

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all damages, charges, 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 of the Bidder or otherwise attributable to the Bidder.

**B. Compliance with Applicable Laws:**

The Contractor shall comply with all Applicable Laws in force in the states of West Bengal and Punjab and any other state en-route in lifting, transporting the Coal from mines to loading Railway siding, rake loading and finally delivery to NPL plant in order to execute its obligations and deliveries under the Scope of Work under this Bid Document that should essentially include but not limited to law enforced by MoEF, Ministry of Finance, SECL, Indian Railways, local authorities.

**32. Dispute resolution and arbitration**

- i) 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. In case of nonresolution dispute may be

escalated. In such a case either party may give a 30 days' notice to the other Party for settlement of disputes.

- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 32.i, the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, the place & seat of arbitration shall be at Chandigarh, India.
- iv) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof direct by whom and to whom and in what manner the same is to be borne and paid.
- viii) The provisions of this clause shall survive the termination of the Contract.

### **32.1. 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 as well as practical aspects/ good practices.

## **33. Insurance, occupational safety and deduction from Contract fees**

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

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Scope of Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by 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 Scope of Work as per the Bid Document. In addition, the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

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

### **33.2. Adherence to occupational safety at workplace**

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

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

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

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

### **33.3. Deduction from Contract fees**

The Bidder shall indemnify NPL for all costs, damages, or expenses, NPL may have incurred, under the Contract in respect of non-compliance as to insurance, occupational and safety

obligations. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Bidder under the Contract shall be recovered from the Bidder by encashing CPS and/or SD and/or through process of law.

### **34. Termination of Contract**

#### **34.1. Termination due to Force Majeure Event**

a) If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a termination notice to that effect. Such termination shall take effect 30 Days from the date of such termination notice.

b) In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of clause 29.8, the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however the Contractor shall be entitled to be paid the outstanding fees in relation to the work performed under the Contract.

#### **34.2. Termination due to Convenience**

NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

#### **34.3. Termination for cause**

NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 15 days written notice to the Contractor if the Contractor's performance is not found to be satisfactory to NPL or in case the Contract is found uneconomical to NPL.

NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 30 days written notice to the Contractor if the Contractor performance is found unsatisfactory.

In case the Contractor wishes to terminate the contract, he has to give 60 days' notice in writing to NPL and supply the entire Coal allotted to him to the satisfaction of NPL before such termination is considered effective.

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

#### **34.4. Continuing obligations**

Termination of this Contract shall be without prejudice to any accrued rights or obligations under this Contract as at the date of termination and termination of this Contract shall not affect the continuing rights and obligations of the Bidder and NPL under clause 25 (Governing

Law), 27 (Indemnification), 28 (Confidentiality), 32 (Dispute Resolution and Arbitration), 33 (Insurance) of these General Terms and Conditions, Penalties/Recoveries/Quantity Adjustment of Part III, or any other provision of this Contract and Bid Document which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

### **35. Blacklisting criteria:**

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

- a) Default as per Bid Document/PO terms (events of defaults)
- b) Influencing in the process of weightment or sampling, sample preparation or analysis of Coal at NPL and any person in NPL/ associated agency with intent as established by NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a Bid, or refusal to accept an award of PO without justifiable basis as determined by NPL.
- h) Any attempt by a Bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the Contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Wilful or deliberate abandonment or non-performance of the contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- k) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, Contractor may be cautioned based on initial transgressions.
- l) 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.

### **36. Deduction of Income Tax**

All payments shall be subject to necessary tax deductions at source under the Income Tax Act and applicable statutory / regulatory rules, regulations, guidelines, as applicable and prevailing from time to time.

### **37. Compliance with Applicable Permits and Applicable Laws**

The Contractor shall comply with the Applicable Permits and the provisions of all Applicable Laws.

### **38. Merger & Amalgamation**

Contractor shall obtain a No Objection Certificate (NOC) from NPL before any merger or amalgamation. On receipt of NOC, the Contractor shall ensure that all the contractual obligations are duly carried out after such merger or amalgamation by the merged / amalgamated entity.

### **39. Change in the constitution of Bidder/Contractor and address**

In case there is any change in the constitution of the Bidder, it shall be forthwith notified by the Bidder to NPL. Any change in the address of the Bidder shall also be intimated to the authorised person(s) of NPL.

### **40. Negligence and Default**

In case of negligence on the part of Bidder to execute the Contract with due diligence & expedition to comply with any reasonable orders given in writing by NPL in connection with the Contract or any contravention in the provisions of the Contract, NPL may give 21 days' notice in writing to the Bidder to make good the failure or neglect or contravention. If the Bidder fails to comply with the notice within 21 days' notice period (or) period between NPL & Bidder with mutual discussions, NPL may suspend business/dealing with the Bidder.

Further in case of such default by Bidder, NPL may also terminate business dealings with the Bidder apart from claiming reasonable compensation/damages, forfeiture of CPS and/or SD etc.

### **41. Waiver**

Any failure of NPL to insist in any one or more instances upon strict performance of the Contract/Purchase Order or to exercise any option herein contained irrespective of the length of time for which such failure continues, shall not be construed as waiver of any promise or option but the same shall remain and continue in full force and effect. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of the Contract/Purchase Order) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

### **42. Severability**

The provisions of the Contract are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction such

invalidity or unenforceability shall not affect the validity or enforceability of any of its other provisions.



## PART IV. ANNEXURES

### **ANNEXURE I: COVERING LETTER**

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

Date: \_\_\_\_\_  
From: \_\_\_\_\_  
Tel. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

To  
Head – Fuel Sourcing & Management  
Nabha Power Limited  
PO Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

Dear Sir,

**Sub: Coal Handling Agent in South Eastern Coalfields Limited (SECL) Tender No. NPL/CHA/2022-23/68**

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, as stipulated in the 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. The copy of revised Bid Document along with all addendum’s duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that NPL may reject our Bid if this were to be the case.
5. We confirm that we have studied the provisions of Applicable Laws and regulations required to enable us to carry out our functions as per Clause 4, Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of road transportation and rail transportation from the railway sidings to the NPL Plant as appropriate for the process and we do not foresee any problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the future.

7. We agree to furnish any additional information and documents as may be required by NPL to substantiate representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and third parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
8. The Bid shall remain valid as per validity table in clause 16 for acceptance by NPL. Any extension will be as per mutual agreement.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Document.
10. We confirm that our quoted prices are based on the provisions of the Bid Document.
11. We confirm that our rates are firm for handling the quantum of Coal indicated.
12. We confirm that we will provide services as per Scope of Work for the entire quantity as awarded.
13. We confirm that our Bid includes all taxes except advance tax, for which NPL is having exemption. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
14. We confirm that we meet and shall continue to meet all Applicable laws, rules, regulations, guidelines in force including those that deal with the transportation Coal until the same is shifted to siding for loading into rakes.
15. Details of the Bidder: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
16. The details of contact person are furnished as under:
  - Name:
  - Designation:
  - Name of the Company:
  - Address of the Bidder:
  - Phone Nos.:
  - Fax Nos.:
  - E-mail address:

Thanking you,

Yours sincerely,  
(Authorized Signatory and Seal)

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

**ANNEXURE II: POWER OF ATTORNEY**

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

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no. **NPL/CHA/2022-23/68** for shortlisting of Bidders for **Coal Handling Agent in SECL** through rate based competitive tender process, including signing and submission of all documents, Bid, providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Purchase Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Document.

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

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

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

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

**ANNEXURE III: FORMAT FOR CERTIFICATION FROM  
STATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS**

*(On Letter Head of Statutory Auditors)*

**A. Technical Qualification**

**To**

Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
PO Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Bid for Coal Handling Agent in South Eastern Coalfields Limited, Tender  
No. NPL/CHA/2022-23/68**

We certify that M/s. .... (Insert name of evaluated entity) have technical qualifications as per tables mentioned below.

<b>Parameters / Requirement</b>	<b>Name of the Bidder</b>	<b>Qualification (Lakh MT/ Nos.)</b>	<b>Supporting documents enclosed</b>
Experience in Coal handling for Coal supply in Rail mode at any Coal Company of CIL in any one financial year during preceding three audited financial years. (Quantity in Financial Year ....)			1) 2) ....

\*One of the two as applicable.

Yours faithfully,

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

**Date:**

**Note:**

1. As appropriate, these claims shall be supported by certificates from Clients/Authorities.
2. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
3. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
4. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

**Enclosures:**

- 1)
- 2)
- 3)

**B. Financial Qualification**  
(On Letter Head of Statutory Auditors)

To,  
Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
PO Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Bid for Coal Handling Agent in South Eastern Coalfields Limited, Tender No. NPL/CHA/2022-23/68**

We certify that the financially evaluated entity had average annual turnover of Rs. .... Crore & annual Net worth Rs.....Crore computed as per instructions in the Bid Document based on unconsolidated audited annual accounts for the preceding three financial years was:

Name of Financially Evaluated Entity	Financial Years	Average Annual Turnover (Rs. Crore)	Average Annual Net Worth (Rs. Crore)
	2021-22		
	2020-21		
	2019-20		

Yours faithfully

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

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

1. As appropriate, these claims shall be supported by certificates from Clients/Authorities.
2. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
3. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
4. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.



### C. Format for compilation of work orders executed

To,  
Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
PO Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Compilation of work order executed related to Coal Handling Agent in Coal Companies of CIL**

Name of the customer	Quantity (MT)	Period of execution	Cumulative quantity

Cumulative quantity must be equal or more as per the qualification requirement.

Yours faithfully,

*(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 2 below] of Bidding Company)*

Name:

Date:

Place:

Please affix seal of Bidding Company

Date:

Note:

1. As appropriate, these claims shall be supported by certificates from Clients/Authorities.
2. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
3. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
4. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

**Enclosures:**

1)

2)

## **ANNEXURE IV: PRICE BID FORMAT**

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

Dear Sir,

### **Sub: Bid for Coal Handling Agent in South Eastern Coalfields Limited**

Having examined the Bid Document no. **NPL/CHA/2022-23/68** including its revisions/ amendments/addenda/ corrigenda and clarifications, the receipt of which is hereby acknowledged, we the undersigned, offer “Coal Handling Agent (CHA) Services for Nabha Power Limited” in full conformity with the provisions of the Bid Document, inclusive of all taxes and duties:

<b>Sl. No.</b>	<b>Description</b>	<b>Service Charge (Unit Rate) (Rs/MT)</b>	<b>GST (%)</b>	<b>Service Charge (Unit Rate) inclusive of GST (Rs/MT)</b>
I.	CHA Services from South Eastern Coalfields Limited (SECL)			

The Bid to be filled online on e-bidding portal. Please note that there is no need to upload scanned copy of this Bid (filled) on e-Portal. The Bids of Bidders uploading scanned copy of this Bid (filled) on e-Portal may not be entertained.

#### Notes:

- (i) It is confirmed that we have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions etc. covered in the Bid Document issued by NPL.
- (ii) It is confirmed that our Bid is consistent with all the requirements of response as stated in the Bid Document. The copy of the Bid Document duly signed on each page is enclosed herewith.
- (iii) We agree to abide by this Bid as stipulated in the Bid Document and it will remain binding upon us and may be accepted by NPL at any time as per the validity period of the Bid as defined in 12.2.

(iv) We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Document.

(v) We hereby confirm our acceptance and compliance to all the provisions of the Bid Document. We declare that the work will be executed strictly in accordance with the requirement and Bid Document provisions and Good Industry Practice. We confirm that we have taken into account all taxes, duties 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 by Government Authorities as mentioned in the Bid Document.

(vi) We confirm that our quoted unit rates will remain firm during the validity period of the Bid and are not subjected to any variations for any reasons, whatsoever.

Note: Evaluation will be based on the service charge (Rs/MT), inclusive of taxes. NPL reserves the right of negotiations.

Signature:.....

Name:.....

Designation:.....

## ANNEXURE V: VENDOR IDENTIFICATION FORM

<b>Name of the Vendor</b>			
<b>Introduced By</b>			
<b>Registered Office Address</b>			
<b>PIN Code No.</b>			
<b>Address for Communication</b>			
<b>PIN Code No.</b>			
<b>Contact Persons</b>			
<b>Phone No: Office</b>			
<b>Mobile</b>			
<b>Fax</b>			
<b>E-mail address</b>			
<b>Type of Company</b>		<input type="checkbox"/> Proprietary	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Private Ltd	<input type="checkbox"/> Public Ltd
		<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others (Specify)
<b>Category</b>		<input type="checkbox"/> Contractor	<input type="checkbox"/> Professional Services
(Please select category for Income Tax Purpose)		<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage
		<input type="checkbox"/> Dealer	<input type="checkbox"/> Others (Specify)
<b>Date of Commencement of Business</b>			
<b>Annual Sales Turnover for last 3 years</b>		<b>Year</b>	
		<b>Rs (in L)</b>	
<b>Details of Directors/Partners/Proprietors</b>			
<b>Name of Associate/Subsidiary Units</b>			
<b>Services rendered/goods provided</b>			
<b>Details of business with L&amp;T group co's</b>			
	<b>Year</b>	<b>Co's Name</b>	<b>Items Supplied</b>
<b>List of Reputed co's, Govt. Dept. With whom registered as suppliers</b>			

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	

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

<b>Any other information:</b>

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

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

**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)	(Name and Signature)	
Date	Date	

To be filled up by Finance & Accounts

Vendor Code	
Date	

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

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or Contractor or sub-Contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We shall only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I/We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. We will neither give nor accept hospitality or gifts that might appear to incur an obligation
6. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.

7. 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.
8. 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.
9. I / We hereby agree that in the eventuality of me / us appointing a Sub-contractor (with written approval of L&T), the Subcontractor shall also comply with this Code of Conduct.
10. 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.
11. 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.
12. 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.

Name:

Signature & Seal:



## **ANNEXURE VII: UNDERTAKING FORMAT**

**(To be submitted along with signed code of conduct document)**

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

Signature & Seal

Name

**ANNEXURE VIII: FORMAT FOR EXPRESSION OF INTEREST FOR PARTICIPATION IN THE TENDER PROCESS**

**(On Letter Head of Bidder)**

To,

Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
PO Box 28, Near Village Nalash, Rajpura-140401, Punjab,  
India. Tel. No.: +91-176-2277252

Dear Sir,

**Sub: Expression of Interest for participation in Bid Process for Coal Handling Agent in South Eastern Coalfields Limited, tender no. NPL/CHA/2022-23/68**

This has reference to your NIT published in “The Economic Times – All India Edition” on 31<sup>st</sup> October 2022. 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 allocation and materialisation of Coal with best quality and lowest transit loss 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 Handling Agent, top three customers:

Any other information:

Yours faithfully,

For.....

Name of the Authorized Person Designation

**Note:**

I. Filled up, signed and stamped copy of above format may be scanned and emailed to:

[COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)

**ANNEXURE IX: DECLARATION OF SUBSIDIARIES / RELATED PARTIES**

(On the letter head of the bidder)

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

**Sub: Declaration of subsidiaries under current Bid (NPL/CHA/2022-23/68)**

**Dear Sir,**

With reference to clause 12.4, 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 50% stake in the organizations mentioned below.

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the Bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this Bid Document **NPL/CHA/2022-23/68 and all subsequent revisions/ addendums/ amendments.**

We also confirm that beyond the parties mentioned in table above, we have no controlling relationship with any other party participating in the bid process.

Thanking you,  
Yours faithfully

For .....

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

Name:

Date:

Place

## **ANNEXURE X: ACCEPTANCE LETTER**

**To,**

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

Dear Sir,

**Sub:** Acceptance of the Contract and the price submitted

We hereby confirm our acceptance and compliance to all the provisions of the Bid Document and agree to be legally bound to the terms and conditions of the Contract.

We further declare that the Scope of Work (as defined in the Bid Document) will be executed in accordance with the provisions of the Contract. We confirm that we have considered all taxes, duties and levies (Govt/State Govt/Bodies) applicable as on the date of this Letter. We acknowledge NPL is liable to reimburse taxes, duties and levies only in case of increase/additions as applicable on the day of dispatch. Similarly, NPL shall be entitled to recover taxes, duties and levies reduced/withdrawn.

We agree to abide by the price submitted for the Scope of Work as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by Nabha Power Limited at any time as per the clause 16.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE XI FINAL SETTLEMENT (CONTRACT CLOSURE NOTE)**

*(To be obtained on Vendor's letterhead)*

Date: XX.XX.XXX

Ref. bid Doc:

PO Nos:

Contract Duration:

Scope of work:

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

1. I/We have completed the entire Scope of Work in terms of the abovesaid Contract and nothing is pending or due from our end. However, we are open to complete any pending work upon intimation, which might have escaped from our knowledge.
2. I/We hereby declare and confirm that we have paid to all the workmen engaged by me/us and/or any of our agencies, the wages and other benefits including the retrenchment benefits, if any, to the person/workmen engaged by me/us and/or any of our agencies in terms of the applicable laws, to the extent applicable to the persons/workmen engaged by me/us and/or any of our agencies in the work at M/s Nabha Power Limited, Rajpura.
3. It is further confirmed that I/We do not have any dispute/claim pending of any of the person engaged by me/us and/or any of our agencies related to payment of salary/wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working with M/s Nabha Power Limited, Rajpura.
4. It is further confirmed that I/We do not have any dispute/claim pending with any Office, Officer related to engagement of any person by me/us and/or any of our agencies related to the payment of salary, wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working at site of M/s Nabha Power Limited, Rajpura.
5. I/We have already settled the accounts and contracts with all of my/our contractors, sub-contractors, agents, vendors, suppliers and other persons involved for performing the work as assigned to me/us under the abovesaid Contract.
6. Only an amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only) is outstanding and pending for payment to me/us against the abovesaid Contract. I/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 me/us to Nabha Power Limited (NPL).

7. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to my/our complete satisfaction except the amount referred in Para 6 above and on payment/adjustment of the same I/we shall be left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.
8. The said outstanding amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only) shall be released/adjusted towards Full and Final Settlement and shall be binding upon me/us and anyone claiming under me/us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.
9. I/We hereby indemnify M/s Nabha Power Limited, Rajpura of any liability and dispute that may be raised by any of the person engaged by me/us and/or any of our agencies for any kind of work whatsoever in nature, in future, or any statutory authorities claiming non-payment/under payment of wages/benefits, PF & ESIC benefits due to him/them. In such cases, if arise, may be referred to me/us for us and /or any of our agencies worked with us. I/We shall be completely liable for payment of damages, if any, arising out of this dispute.
10. I/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 \_\_\_\_\_ in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.
11. I/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

## **ANNEXURE XII: INSPECTION REPORT**

**Inspection report of wagons loaded for Nabha Power Limited at loading points (to be attached with loading advice)**

### **Part-I**

<b>Sl. No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name of the Siding	
2	Name of the Colliery	
3	Date of allotment	
4	Date & Time of placements	
5	Date & Time of commencement of loading	
6	Date & Time of completion of loading	
7	Total time taken for loading	
8	No. of the wagons loaded	
9	Loading done by pay loaders / other (indicate)	
10	Was checking of the wagons before commencement of the loading for any extraneous materials like iron pieces etc. done?	
11	Were the wagons loaded up to the capacity that is up to slack line?	
12	Reasons for delay in loading (if applicable)	
13	Approximate stock of coal available at the siding before commencement of the loading	
14	Any complaints lodged with Colliery Authorities in case of discrepancy such as loading with extraneous materials/underloading (a copy of the complaint lodged is to be attached with this).	
15	Coal sample collected or not	
16	Number of shale pickers provided by the coal authorities at loading point	
17	Were the picking of shales /stones done properly or not, in case not done properly, action taken be indicated	
18	No. of the wagons drawn empty and reasons thereof	
19	Was the weighment of all wagons done at loading point?	
20	If yes, was the weighment supervised by Contractor representative?	
21	If no, state the reasons for not doing so and whether any specific complaints have been lodged with Railways/SECL	
22	Name of the people who were present during loading.	

**Signature of the Representative**

**Name of Signatory (In Capital)**

**Part-II**

Field	Data	Data Source	
RR No.			
RR Date			
Consignee/Plant			
Rake Name			
Loading From			
Siding Name			
Railway Division			
Commencement of loading (Date & Time)			
Total Loading Time			
Allotment Date			
F/Note No.			
O/R			
Carrying Capacity			
Gross Weight			
Tare Weight			
Actual Weight			
Declared Grade			
Colliery Name			
POL1 Weight			
POL2 Weight			
Under-load Quantity			
Remarks			

Sl. No.	O/R	Loading Point			
		Wagon No.	CC (carrying capacity)	Tare weight	Actual net weight
1 to 59					
Total					