

GVK POWER (GOINDWAL SAHIB)LIMITED

Regd. Office: Paigah House, 156-159 Sardar Patel Road,
SECUNDERABAD-500 003, Telangana, India.

Document No.: GVK/ COAL/2016-17/001 Dated 15.4.2016



BID DOCUMENT FOR SUPPLY OF

NON-COKING COAL (4200 - 4900 GCV) UPTO 1.3 Million METRIC TONNE

FROM 15th May '2016 to 31st OCTOBER '2016

**TO GVK POWER (GOINDWAL SAHIB) LIMITED,KAPURTHALA ROAD,
TARAN TARAN DIST. PUNJAB.**

Communication Address:

GVK Power (Goindwal Sahib Limited

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Disclaimer

1. This Bid Document is not an agreement or offer by GVK Power (Goindwal Sahib) Limited, (GVKPGSL) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.
2. While adequate care has been taken to ensure the accuracy, neither GVKPGSL nor their directors or employees or advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
3. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the infrastructure at the GVKPGSL's Railway siding capacities available, including within the Plant premises for the satisfactory completion of the work. Bidder should note that GVKPGSL siding will be used by multiple Parties including Suppliers/Contractors of GVKPGSL.
4. GVKPGSL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be uploaded on GVKPIL 's website www.gvk.com under "quick links".
5. Each Bidder unconditionally agrees, understands and accepts that GVK Power (Goindwal Sahib) Limited, reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of contract, and in such case no bidder/intending bidder will have any claim arising out of such action.
6. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the bidder(s) in the process are not reimbursable by GVKPGSL, and GVKPGSL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.

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1. Definitions

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

“Bidder/Bidding Company” will mean a company duly incorporated under the relevant laws of India and making the Bid. For a Bidder incorporated outside India, Bidder to clear specify the credential for G V K P G S L to accept the bidder to participate in the Bid.

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

“Bid/ Offer/ Proposal” will mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by GVK Power Goindwal Sahib Limited.

“Coal” will mean Non Coking coal of origin sourced from the popular mines, meeting the specification as per the Bid Document and supplied to GVKPGSL as required by the context.

“Contractor(s)/Supplier(s)” will mean the Successful Bidder(s) with whom Contract has been entered into by G V K Power (Goindwal Sahib) Limited and will include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Clause 7.0, Scope of Work.

“Contract/ Purchase Order” will mean the formal agreement executed between G V K Power (Goindwal Sahib) Limited and the Supplier/ Contractor/ Purchase Order (PO) issued by GVKPGSL to the Contractor/Supplier for performing activities defined as per Clause 7.0, Scope of Work with the terms and conditions mentioned therein including the Bid as

accepted by GVK Power (Goindwal Sahib) Limited, specifications, scope of work, billing schedule/ schedule of quantities with rates and amounts, etc.

“Contract Performance (Bank) Guarantee” will mean Bank Guarantee as required to be submitted pursuant to this Bid document for performance security. This requirement of performance security may also be fulfilled through Demand Draft of required amount; as also by required amount retained in lieu of CPBG by GVKPGSL at its sole discretion.

“Independent Inspection Agency/IIA” will mean preferably “SGS India Pvt. Ltd” for testing of Referee Samples of Coal. This agency will be different from GVKPGSL TPA/STC, M/s Mitra S K Pvt. Ltd.

“Independent Inspection Agency-Contractor ©/IIAC” will mean the agency appointed by Contractor for testing of Coal at loading end.

“Lot” For the purpose of bill submission and payment, Lot will be considered as delivered quantity of approximately 40000 Tons (~10 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1st rake of the fresh PO, whichever is lower. Lot size may also be as decided by GVKPGSL Sourcing for the convenience of processing.

“Letter of Intent (LOI)” of the Bid will mean the official communication issued by GVK Power (Goindwal Sahib) Limited notifying the Successful Bidder(s) about acceptance of its Bid. GVKPGSL may at its sole discretion, issue PO without going through the stage of LOI.

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

“Party” will mean either GVK Power (Goindwal Sahib) Limited or the Supplier/ Contractor.

“Parties” will mean GVKPGSL and the Supplier /Contractor collectively.

“Power Plant” will mean 2 X 270 MW thermal power plant of GVK Power (Goindwal Sahib) Limited at Kapurthala Road, Goindwal Sahib, Taran Taran Dist, in the state of Punjab.

“Price Bid” will mean the proposal submitted by the Bidder giving details of the price

part/rates as per the format given in Annexure IV of the Bid Document.

“Qualified Bidders” will mean the Bidders short-listed based on the qualification requirements specified as per Clause 2.0 in the Bid Document for further evaluation as per the Bid Document.

“Scope of Work” will mean entire scope related to issue of all relevant documents, liaising and coordinating, procuring, lifting, transporting, supply and delivery of coal to the Power Plant as defined more clearly in Clause 7.0 including associated and incidental activities.

“Subcontractor(s)” will mean an agency appointed by successful bidder to render obligations / part of work scope under the contract which would essentially include the agency appointed for witness of sampling and analysis at GVKPGSL facilities. . In this context appointment of sub-contractor for any other purpose other than those mentioned in this definition would require consent of G V K P G S L Head-Material Sourcing.

“Successful Bidder” will mean the eligible Bidder invited by G V K P o w e r (Goindwal Sahib) Limited for entering into Contract for performing activities as spelt out in the Bidding Document.

“Taxes” means all applicable taxes, levies, imposts, cess, duties and other forms of taxation which may be payable by the Supplier /Contractor in accordance with applicable Laws. It may be noted that GVKPGSL enjoys exemption on Advance Tax and in case the same is withdrawn, any amount due on account of this will be reimbursed by GVKPGSL.

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

“Written Notice and serving thereof” will mean a notice or communication in writing and will be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier/ fax, or within 2 hours of its dispatch if sent by e-mail and confirmed by fax to the last business address known to him who gives the notice. This also will include notice posted on G V K P G S L website followed by communication to the Bidder by Fax and/or e-mail. However this will not be a mode of submission of Bids.

Notes:

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like are used, the approval, judgment, direction etc. is understood to be a function of person(s) authorized for the purpose.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iii) Terms and expressions not defined herein will have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) The references to any agreement or deed or other instrument will be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or innovated.
- v) It may be noted that material features of the proposed Contract/Purchase Order are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.
- vi) Interested Bidders may register their preliminary interest by submitting letter as per required format available on GVKPGSL website.

2. Qualification Requirements:

The following Qualification Requirements are required to be satisfied by the Bidder:

	Parameters	Minimum Requirements	Documents required to be submitted
Technical Qualification Requirements	Supply of Non-coking Coal in any one financial year during preceding three audited financial years 2014-15, 2013-14, 2012-13.	5 Lakh MT Indian/ South African Origin coal	Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure III/IIIA

Financial Qualification Requirements	The average annual turnover of the Bidder for the preceding three financial years as above	Rupees One Hundred Crores	Turnover and Net Worth duly certified by Statutory Auditors
	The average net worth of the Bidder for the preceding three financial years	Rupees Twenty Crores	

MMT=Million Metric Tons; MT = Metric Ton

Notes:

1. Bidding through Consortium is not permitted
- 2.
3. In case of lower participation, Qualification thresholds may be lowered up to 50% of callout as above) to ensure wider participation (preferably minimum three parties).
4. GVKPGSL reserves the right to reject Bids of Bidders/disqualify Bidders who have record of poor quality/delivery for past supplies.
5. GVKPGSL has right to summarily reject / disqualify bidder at any stage if it transpires to G V K P G S L that bidder has changed it's identity to defeat the past poor record and thus attempted to mislead GVKPGSL.
6. Coal properties (typical / expected) proximate, ultimate, ash analysis as per the format (Annexure- IX) are to be submitted to GVKPGSL well in advance preferably on or before opening of price bid however considering the time taken for this technical evaluation, decision from the technical team may become available post opening of price bid. GVKPGSL will decide suitability of the coal offered. Certificate from mine owner giving these properties is preferred.
7. Specifications of coal offered by the Bidders are subject to acceptance by our Technical Team. In case no specifications offered by the bidder or specs offered are not approved by the technical team, GVKPGSL at its option may provide the bidder an opportunity to furnish additional specs.
8. Award of PO which will be based on price competitiveness and requirement of GVKPGSL and governed by other terms and conditions of this Bid document.
9. GVKPGSL at its discretion has the right to split the quantities and issue one or more contracts as deemed fit, depending upon the schedule and delivery terms offered by the bidders.
10. GVKPGSL plans to float similar tender process in frequent intervals, new parties who gets qualified in this current tender process will be deemed to be qualified for future tenders provided qualification requirement are not raised.

3. General Terms and Conditions

3.1. Earnest Money Deposit

The Bidders are required to make an Earnest Money Deposit (EMD) of Rs.1,00,00,000/- (Rupees One Crore only) in the form of an unconditional and irrevocable Bank Guarantee (from any of the acceptable banks as set out in Annexure-X) as per the format set out in Annexure VI or through a Demand Draft (from a Bank acceptable to GVKPGSL) in favour of GVK Power (Goindwal Sahib) Limited, confirmed for payment at Secunderabad, Telangana India. Validity period of EMD should at least up to 31st August 2016.

In case of GVKPGSL's decision to annul the bid process the EMD (Earnest Money Deposit) will be refunded/ returned within 15 working days of written intimation from GVKPGSL regarding annulment of the Bid process. The EMD of technically disqualified bidders will be returned/ refunded within 15 working days of technical Bid opening and for technically qualified bidders on whom contract not awarded will be returned immediately after award of PO on successful bidder . Further EMD of successful bidder on which contract/ PO is to be released, will be returned/ refunded within 10 working days post acceptance of PO and submission of Contract Performance Guarantee by bidder. No interest is payable on EMD.

GVKPGSL will have the undisputed right to encash the EMD if:

- i. the Bidder withdraws its Bid during the validity period of the Bid;
- ii. the Bidder conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid that has material impact on the performance required under the Contract, or tries to influence the outcome of the Bid process, in any manner whatsoever;
- iii. the Bidder does not accept the arithmetical correction of its Bid price, if GVKPGSL finds any discrepancy during evaluation;
- iv. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Intent (LOI)/PO within the specified time limit; and
- v. Successful Bidder does not accept the PO materially aligned with bidding document and any insignificant, unimportant and inconsequential deviation would not be construed as “Major deviation” or substantial change” The decision of the GVKPGSL whether such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful bidder rejecting the PO despite decision of GVKPGSL with regard to material alignment of PO w.r.t bid document will be authorizing GVKPGSL to encash the EMD as per bidding document.

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

3.2.Contract Performance Bank Guarantee (CPG)

On awarding of contract, the Successful Bidder will provide an unconditional and irrevocable Contract Performance Bank Guarantee within 10 working days as per the format given in Annexure V (from any of the acceptable banks as in Annexure-XI) for an amount equivalent to 10% of the contract value or Rs. 5 Crores (Rupees Five Crore only) (whichever is higher) .

EMD of the successful bidder submitted as DD may be converted into CPG at the option of GVKPGSL, balance if any to be replenished by the contractor.

No interest will be payable to the Contractor on the Contract Performance Bank Guarantee.

3.3.Schedule of Supply & Quantity

Non Coking Coal

In case the bidder opts to supply Indigenous Coal, the schedule for supplies starts from 15th May 2016 for delivery at plant site.

For bidders opting to source coal from South Africa, the schedule starts from 25th May 2016 for delivery at plant site.

Date from LOI/PO	Timelines
Starting of dispatch of 1 st Rake from loading siding	On or before 15 th day from issuance of PO date or earlier and for coal from South Africa 25 th day.
Balance Rakes quantity	Schedule for balance rakes will be commensurate with uniform weekly dispatch for the entire dispatch window. Exact Rake wise schedule will be specified in the PO

For Example:

Successful bidder is awarded PO in for 40,000 MT, the typical rake wise schedule will be as under:

PO issue date : 2nd May 2016.

Total approx. no. of rakes =40,000 MT/4000 MT=10 rakes on a weekly basis.

*No incentive is payable for early dispatch. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless early delivery is desired by GVKPGSL. Schedule will be extended commensurately in case of restrictions by Railways for loading for GVKPGSL Railway siding exceeding 3 consecutive days or cumulatively 7 days in a window of 30 days period starting from first scheduled date of dispatch. Relief on account of this has to be supported/ demonstrated by appropriate documents including but not limited to proof of indents placed.

Quantity:

Non coking Coal 4200 to 4900 GCV quantity: Up to 1.30 Million Metric Tons for a period from 15th May 2016 to 31st October 2016.

Note:

1. This Schedule for supply of Coal is tentative and will be subject to and adjusted to technical requirements of power generation from GVKPGSL and approval of its off-take, including governing rules and policies as applicable from time to time from Punjab State Power Corporation Limited (PSPCL) and/or Punjab State Electricity Regulatory Commission (PSERC) /Statutory Authority.
2. It may be noted that as per the directions of authorities, GVKPGSL cannot make any take or pay commitment.
3. In case PO is released on more than one Party, GVKPGSL may specify staggered/parallel delivery schedule, which will be binding on the Contractors within the overall provisions of the Bid document (Clause 3.3).
Liquidated damages applicability will be amended suitably in case GVKPGSL desires amendments/ changes to schedules. Liquidated damages applicability will be suitably relaxed in case of restrictions for loading imposed by Railways due to reasons other than attributable to the Contractor/Supplier. In case GVKPGSL advises to stop supplies for a period more than 15 days, then GVKPGSL would confirm in writing for restart of the balance supplies allowing 21 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.
4. Tolerance on supplied quantity on GVKPGSL total received weight basis: PO quantity minus 4000 MT so as to ensure that dispatches will be in full rake quantity.
5. In case of requirements during part of the month, proposed ordering quantities will be pro-rated based on the offered quantity of a month by 4 weeks.

3.4.Contract Quantity

Minimum quantity to be offered:

Non Coking Coal 4200 –4900 GCV quantity: Up to 1.30 Million Metric Tons for a period from 15th May 2016 to 31st October 2016.

The above quantity to be uniformly distributed with weekly delivery schedule as specified.

Note: Bids offering quantity lower than the minimum may be rejected. GVKPGSL, at its option may award the Contract to one or more than one Bidder.

As a prudent practice, GVKPGSL may award to L1 Bidder up to 70% of quantity to be ordered/required by GVKPGSL (limited to quantity offered by the Bidder) and then to L2 Bidder balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by GVKPGSL in consultation with/as directed by appropriate authorities. However this is not binding, if in GVKPGSL's opinion this is not in its interest and GVKPGSL may decide as deemed

fit. In case quantities to be ordered in a particular month are lower than the minimum quantity that is required to be offered as above, GVKPGSL may decide not to split the quantity for that month.

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

3.5.Resolution of Unforeseen Situation

Every possible care has been taken by GVKPGSL 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 GVKPGSL to consider such situation as and when it arises or is brought to the notice of GVKPGSL in a suitable manner considering its obligation to PSPCL/ PSERC as well as practical aspects/ good practices.

3.6.Bid Currency

The Bidder will quote the prices in the INR currency on GCV basis, as per Price Bid format provided in Annexure IV.

4. Submission of Bids

- 4.1. **Cover A:** will contain the Price Bid as per Annexure IV, appropriately sealed.
- 4.2. **Cover B:** EMD + Power of Attorney in favour of Authorized Signatory+ Covering letter (as per the format) declaring that Bid is unconditional and indicating validity.
- 4.3. **Cover C:** Non-financial Bid will contain its proposals in 1 (one) original + 1 (one) hard copy + 1 (one) CD with scanned copies (PDF) of the documents .Further detailed as under:-
 - 4.3.1. Signed and stamped Bid document +CD.
 - 4.3.2. Statutory auditor's certificate for qualification requirement (Technical & Financial).
 - 4.3.3. Back up credentials / experience certificates / End user certificates / PO copies, etc. in support of Technical qualification details.
 - 4.3.4. Back up documents in support of Financial qualification requirement like audited balance sheet, etc.
 - 4.3.5. Memorandum of association (MOA), Article of Association (AOA).
 - 4.3.6. Coal properties certified by reputed Inspection agency.

- 4.3.7. Certificate of incorporation and Board Resolution.
- 4.3.8. For Pre-qualified bidder documents mentioned in clause no. 4.3.1, 4.3.6 is only required.
- 4.4. The Bidder will sign each page of Bid (all documents) and affix official stamp (except original documents issued by Independent Parties) original certificate if any, should be enclosed in plastic folders to avoid inadvertent signing by Tender committee.
- 4.5. The Price Bid will be submitted only in Original and no copies of the same will be submitted.
- 4.6. In the event of discrepancy between “Original” and any copy of the bid, the Original will prevail.
- 4.7. Bid must be unconditional and non-suggestive. Bid with conditions/suggestive Bids will be summarily rejected. Bids without EMD will be summarily rejected.
- 4.8. The price/rates will be typed/printed/written in English only, both in figures and words.
- 4.9. Bidders will submit their Bids at the following address by the date and time mentioned in Clause 5.6–

Materials Department
GVK Power (Goindwal Sahib) Limited
156-159, Paigah House,
S.P.Road,Secunderabad,
Telangana,India

E-mail: coalpurchase@gvk.com

Documents will be legible. Erases and other changes will be initialled by the Authorized Signatory.

The Bidders have the option of sending their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach GVKPGSL at the specified address by the Bid Due Date as per Clause 5.6. Bids submitted by telex/telegram/fax/e-mail will not be considered under any circumstances. GVKPGSL will not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered during transit by post/courier. Any Bid received after the expiry of the time specified for receiving the same is liable to be rejected.

4.10. Validity Of Bids

The Bids submitted should be valid for acceptance till **30th June’2016** from the date of submission of bids.

5. Opening of Bids and Evaluation Methodology

- 5.1. Covers B will be opened in accordance with the timelines mentioned in Clause 5.6 in the presence of Bidders who wish to remain present and responsiveness check will be carried out. Bids not found responsive (i.e. non-confirmatory as per the requirement as per clause 4.2 Cover-B) will be summarily rejected.
- 5.2. All documents submitted as a part of Bid process is property of GVKPGSL and will not be returned.
- 5.3. Thereafter Tender Committee will open non-Financial bid of the Bidders whose Bids are found responsive and proceed with evaluation of Bids. Bidders will be informed regarding their qualification status in advance so that they can plan to be present during price bid opening.
- 5.4. Only one authorized representative of each bidder may be permitted to be present during Technical and Price bid opening.
- 5.5. Price Bids of Bidders who qualify as per Qualification Requirements as per the Bid Document will be opened at Secunderabad -500003 on the date indicated in Clause 5.6.

5.6. Important Timelines :

a) For supplies (Dates to be advised)

Date	Event
20-04-2016	Publishing of NIT in newspapers and on GVKPGSL website
20-04-2016	Date of availability of Bid document at GVKPGSL website
22-04-2016	Last date for downloading of Bid Document from GVKPGSL Website
23-04-2016	Last date for receipt of comments/suggestions
25-04-2016	Issue of final document/ changes
27-04-2016	Bid Submission Due Date at 11:00 Hrs at Secunderabad
28-04-2016	Opening of Non-financial Bids at 11:30 Hrs at Secunderabad
29-04-2016	Opening of Price Bids at 11:00 Hrs at Secunderabad (<i>depending upon number of Bidders and time taken for Tech Evaluation</i>)
02-05-2016	Selection of Successful Bidder and tentative date of issue of LOI/ Awarding of Contract

Note: GVKPGSL reserves the right to unilaterally amend the above schedule. Interested parties should monitor GVKPGSL website for amendments/changes on a regular basis.

5.7. Basis of Bidding:

- 5.7.1. Bidder will quote values for total Landed Price FOR delivered to GVKPGSL Plant basis on GCV basis (inclusive of all taxes except Punjab Entry Tax for which GVKPGSL is exempted) indicating:-

A. Firm price FOR Goindwal Saheb plant site. The price should clearly indicate per

GCV cost. This element will remain firm throughout the entire supply period .

B. Railway freight (variable) (indicating the loading Railway siding and freight slab) from indicated loading Railway siding to GVKPGSL Railway siding (GVK) stating applicable service tax (variable) with prevailing rate as per price bid format.

C. Central Sales Tax indicating the tax rate if applicable.

5.7.2. Elements eligible for price variation:

Price element	Variability on account of	Basis	Applicability on
Railway Freight	Revision of base freight	As notified by Indian Railways for distance between quoted loading siding to GVK	Nominal Freight (which includes base freight development surcharge , port congestion surcharge (if applicable) and busy season surcharge (if applicable) and service tax on these elements) Please note that it will not be applicable to under loading idle freight and overloading penal charges as these are not the part of nominal freight)
	Revision of slab	As notified by Indian Railways for distance between quoted loading siding to GVK	
	Service tax	As notified by Government	
	Busy season surcharge	As applicable from Oct to June unless otherwise notified by Railways	
	Service Tax		

Central Sales Tax		As per notification from Government from time to time	On FOR price before central sales tax
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Note :

A. Remaining all other price elements except those are explicitly mentioned in the table above are firm for the entire supply period.

- B.** Variation as in the table above will be permitted subject to bidder submitting the appropriate and authentic back up support document / notification.
- C.** Taxes ,duties and any financial levies which were applicable up till 48 hours prior to the scheduled closing hours of bid submission on the last date of bid submission but inadvertently omitted by the contractor is deemed to have been included in the quoted price. No variation on this account of omission will be permitted.
- D.** Any new tax or duty which were not applicable and is imposed by Government within 48 hours before the scheduled closing hours of bid submission on the last date of bid submission or there after including post bidding process, the same will be admissible for payment. Same may be indicated on the last date of price bid submission.
- E.** Variation as in the table above will not be applicable for any carried over rakes beyond dispatch schedule (if not deferred by GVKPGSL or for the reason not attributable to GVKPGSL) and consequential variation in cost to bidder (taxes, duties , Railway freight , any statutory levies including compliance to the law of land and changes there to) is to bidder's account.

5.7.3. It may be noted that G V K P G S L enjoys exemption from Punjab Advance Tax and the Contractor is required to comply with relevant documentation so that they can avail of this benefit.

5.7.4. In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by GVKPGSL.

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

5.7.6. Bidders are essentially required to comply with all statutory requirements including law of land of sourcing country, Law of land of India. Notwithstanding any other provision, ownership of the cargo will get transferred to GVKPGSL after delivery of coal at G V K P G S L Plant at Goindwal Sahib Punjab.

If applicable, Bidders are required to indicate the likely states in India from where supplies would be invoiced and the respective TIN no. so as to enable GVKPGSL to issue correct C-form for interstate sale transaction. Separate vendor registration forms are to be filled in for each invoicing state along with TIN no. Before issuance of PO, successful bidder is required to clearly indicate through official email the breakup of the quantity/equivalent rakes planned for supply from each invoicing location/ state/ TIN number GVKPGSL will not be responsible for any default on C form in case bidders do not take proper precautions with respect to

documentation.

- 5.7.7. Bidders are essentially required to comply with all statutory requirements including law of land for supply of coal in Punjab including compliance of Form-36 under PVAT rule for each rake. Notwithstanding any other provision, ownership of the cargo will get transferred to GVKPGSL after delivery of coal at GVKPGSL Plant at Goindwal Sahib. Compliance to required documentation (including that of Form-36 under PVAT rule) is the sole responsibility of the Contractor. It may be noted that delivery of coal to GVKPGSL plant siding entails crossing of the Punjab state barrier; Contractor will submit the requisite documents and obtain Form 36 in order to comply with the statutory requirements. Under PVAT rules Contractor is required to file online information at the virtual information centre of Punjab Taxation department related to invoice no., invoice date & value of goods to GVKPGSL, RR no. etc within 24 hours of dispatch of rake from loading siding and prior to the rake reaches Punjab state border and after online filing download the PVAT Form-36/ Form-12 so generated and thereafter approach nearest Punjab state barrier along with copy of invoice and RR copy for endorsement on the system generated Form-36/ Form-12 form which is required to be submitted to G V K P G S L along with invoice for each rake.
- 5.7.8. No transshipment is permitted. However in case of sick wagon is replaced by healthy wagon by Railways at rake loading point authenticated by a wagon transshipment certificate issued by loading end Railways chief goods superintendent (CGS) to receiving end CGS.

5.8. Bid Evaluation Methodology:

5.8.1 **Responsiveness Check** – The Cover B submitted by the Bidders will be evaluated for “Responsiveness”, meeting requirements as under:

- i. Submission of EMD for the specified amount in the correct format and having required validity (not applicable for EMD submitted in the form of a DD, since same will be deposited by GVKPGSL immediately on receipt).
- ii. Submission of Covering Letter in specified format (Annexure I).
- iii. Submission of Power of Attorney in favour of the Authorized Signatory as per specified format (Annexure II).

5.8.2 GVK Power (Goindwal Sahib) Limited reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents including but not limited to work orders from end users and copies of invoices as required to establish representations made by the Bidder at any point of time whenever GVKPGSL deems it necessary without raising dispute to the same, in which case the Bidders are required to furnish the same. G V K Power (G o i n d w a l Sahib) Limited reserves the right at its sole discretion to contact the Bidder’s bank and Parties/project references and verify the Bidder’s information and documents for the purpose of qualification. In such a case, Bidder will cooperate with GVKPGSL. Any refusal to furnish desired documents will lead to disqualification of the bidder.

5.8.3 Evaluation for Qualification:

Following documents will be evaluated for determining qualification:

- Certificate from Statutory Auditors for technical and financial qualification requirements (Backup documents may not be required).
- Declaration/ Certificate reading non-audit of accounts of preceding year.
- Documents forming part of responsiveness check

Note: Technical Qualification is strictly based on Bidder's representation. In case of any misrepresentation the bidder will be disqualified and EMD/Contract Performance Guarantee may be encashed.

5.8.4 Evaluation of the Price Bid

1. Evaluation would be based on the landed FOR delivered to GVKPGSL price with GVKPGSL with clear indication of per GCV cost including Railway siding,
2. Price Bids of the Qualified Bidders will be opened in the presence of the representatives of the Bidders who wish to be present and PSPCL representatives, as per the timelines and venue indicated in Clause 5.6.

The evaluation will be done based on the Successful Bidder, whose bids are found eligible and has offered the lowest landed cost to GVKPGSL plant. This is further governed by provisions of Clause 3.4.

3. Decision of GVKPGSL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. GVKPGSL is not under obligation to declare Bidders with the lowest Landed Price (L1) as the Successful Bidders if the same is not in its best interest and can declare any other Bidder participating in the process as the Successful Bidder. GVKPGSL also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of
4. GVKPGSL or higher than prices of coal from alternatives. GVKPGSL's decision in this regard will be final and binding on all the Bidders and GVKPGSL will not be liable to pay and damages/cost etc. to any Bidder. This may also be subject to approval by PSERC/PSPCL as applicable.
5. Bidders will abide unreservedly with GVKPGSL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either GVKPGSL's decision or its right to make such decision at any time.
6. The Successful Bidders (including L2, L3 etc., at their prices or at mutually acceptable negotiated prices) will be bound to accept the LoI/Contract/PO, Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder. GVKPGSL will be free to enter into Contract with any other Bidder participating in the process.

5.8.5 Negotiations post Price Bid opening

GVKPGSL reserves the right for negotiations as per prudent business practices and/or in consultation with PSPCL and as per directions of PSERC (if any).

6. Award of Contract

- 6.1. GVKPGSL will release PO on successful Bidder(s). G V K P G S L may release POs on multiple Contractors.
- 6.2. Contract Performance Guarantee will be kept as a security against unsatisfactory performance during the Period of the Contract. In case of such unsatisfactory performance, GVKPGSL will invoke the CPG either in full or in part as the situation may require; and the Contractor will have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation and intimation from G V K P G S L for the same to contractor. If contractor fails to replenish the shortfall amount as per the stipulated time of 2 weeks , then G V K P G S L will be at liberty to withhold the payment due for supplies already made to the extent of CPG replenishment required.
- 6.3. If for any reason the Bid of the Successful Bidder is rejected or LOI/PO issued to such Successful Bidder is cancelled, GVKPGSL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.
- 6.4. GVKPGSL at its option may release the Contract /PO without going through LOI stage.

7. Scope of Work

The Supplier /Contractor's Scope of Work:

To arrange Coal of required specifications and supply the same to GVKPGSL's Goindwal Sahib Thermal Power Plant on delivered basis. Scope of Work also includes all the required and incidental activities thereto.

Note: Bidder's offered Coal Specifications to be approved by GVKPGSL normally prior to opening of price bid. Bidders are requested to offer multiple specs in order to suitability of boiler requirement. In case no spec of a Bidder is approved, GVKPGSL may decide not to open price bid of such Bidder. Single price is to be quoted for all the offered specs of a specific type of coal.

Delivery Point:

The Delivery Point for Coal will be up to the designated location i.e. up to the wagon tippers

as per the direction of engineer in charge of CHP at GVKPGSL. The Supplier /Contractor will intimate G V K P G S L representatives in advance regarding likely delivery period. Contractors are advised to assess all the infrastructure including the facilities within GVKPGSL plant at Goindwal Sahib, Punjab.

7.1.Coal Specification and Payment

COAL SPECIFICATIONS		
Specification	Typical	Rejection
GCV	4200 – 4900 kCal/kg	Min. 4200 kCal/kg
Total moisture	9%	Above 12%
IM	3-4%	-
Ash	26%	Above 30%
Volatile Matter	22-24%	-
Sulphur	0.8%	
HGI	55-60	
AFT	1250 deg.	
Size	0-50mm	
Fixed Carbon	42 - 46	

7.2.In order to have up-to-date information about indenting, loading, dispatches and movement of coal rakes on daily basis, the Contractor will keep Materials Group, G V K P G S L informed on the following matters on daily basis:

- Rakes indented
- Rakes being loaded
- R.R. Details i.e RR No., FNR No., RR Wt., Details of indent against which the Rake loaded etc.
- Rakes in pipeline
- Likely time of receipt of rakes at GVKPGSL siding.
- Copy of RR immediately after generation.
- Original RR to be submitted within 7 days of receipt of rake.

The above information may be shared as per the predetermined methodology (by email), generally @ 09.00 A.M. on a daily basis.

In case of any penalty/claim observed by government parties needs to be settled before the rake reaches GVKPGSL . Any penalty/claim done by Railway due to non-availability of RR Copy, the same will be deducted from Contractor's payables.

8. Sampling & Testing:

8.1.The sampling and analysis of Coal at GVKPGSL plant will be as per the provision of relevant BIS by a Third Party Agency (TPA)/STC (as per applicable BIS standards) appointed by GVKPGSL. Normally, sampling would be done through Auto Sampler. In case of exigencies suitable alternative option will be resorted to based on mutual agreement from case to case basis.

8.2.GVKPGSL's representative will have right to witness sampling and testing of coal for the Base Parameters at the loading end. The coal quality analysis report of the Independent Inspection Agency (C) should be submitted to GVKPGSL for every rake dispatched within 5 days of dispatch. **However, the payments will be based on the quantity and quality of Coal delivered at GVK Power (Goindwal Sahib) Plant and adjusted for quality variations (as per GVKPGSL plant sampling and analysis) with respect to the Base parameters. Loading point results will not be considered for determining acceptance/payment.**

8.3.The supplier's quality representative will have the option to witness the sample collection, preparation, final packing of the referee sample and testing of main sample. In this process GVKPGSL's TPA will cooperate with supplier's representative however in no case supplier's representative will in anyway have the liberties to interfere in the process of TPA. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of sampling of the activity . Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by GVKPGSL. The dispute are to be registered / raised through emails/ letters to Materials Group, GVKPGSL . In case no dispute raised

regarding the process through proper communication as mentioned above, the dispute of test results and claim for referee sample testing will not be entertained. The deviation or observation if any will be entertained only if backed up by appropriate technical/ logical reason in line with applicable sampling standards and is acceptable to

GVKPGSL Materials Department & Quality Assurance (QA) department.

- 8.4. Supplier acknowledges that GVKPGSL have given the opportunity to witness the process of sampling and testing. Entertaining for testing of referee sample has to be based on justification acceptable to GVKPGSL & QA. It may be noted that GVKPGSL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross- validation.
- 8.5. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so TPA would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the supplier's representative to be available at all times at sampling and also at preparation locations (including referee sample package location) and to get information on the consignment identification from TPA.
- 8.6. Once GVKPGSL has given opportunity to witness sampling and testing process, representative of supplier is required to sign the documents/ referee sample packet. In case of non-compliance to the same, the whole process will be deemed as witnessed and accepted by the supplier.
- 8.7. GVKPGSL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process. Access to testing lab will be in the presence of GVKPGSL's TPA/ on-duty GVKPGSL coal testing laboratory incharge . Frivolous/unreasonable objections to the sampling and testing process at GVKPGSL will not be entertained. It may be noted that witnessing of testing carried out outside GVKPGSL lab will not be feasible and should be avoided.
- 8.8. GVKPGSL may also consider (at its option) sharing of part of sample (third sample) with the Supplier, in which case access to testing lab may not be permitted. Third sample is for reference of the Supplier only and results of analysis of third sample will not be considered for determining the payments.
- 8.9. Referee samples will be preserved in the GVKPGSL laboratory under sealed condition in locked almirah for 30 days in safe custody of GVKPGSL.
- 8.10. Generally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to contractor subject to receipt of loading end quality report.
- 8.11. In case of any dispute that is accepted by GVKPGSL, the referee sample would be tested at a external lab (preferably SGS India Pvt. Ltd. or any other lab of equivalent repute as per opinion of GVKPGSL and results of the same would be taken for payment purposes. The cost of analysis for referee samples will be borne by contractor. While GVKPGSL will make the payment, and same will be recovered from the bills of the Contractor. For any

external lab testing, neither GVKPGSL nor Contractor have any right to witness the testing process & it will be independent.

- 8.12. Any coal that is received at GVKPGSL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by GVKPGSL.
- 8.13. It may be noted that access to sampling and testing area is provided by GVKPGSL in good faith and in the interest of transparency. Any misuse of this by contractor or it's representative will be viewed seriously and may result in disqualification / blacklisting of contractor, including denial of this access for balance period of supply.
- 8.14. In case of exigency when the rakes may be received at CDG or any other unloading siding other than GVKPGSL's Railway siding (under breakdown condition) , the sampling for payment purpose may be done based on mutual agreement.

9. Quantity Determination:

- 9.1. Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at GVKPGSL. The contractor may depute its representative(s) to witness weighment at GVKPGSL and. However, weighment process will not be suspended or stopped in case of absence of the representative of the Contractor for any reason. Net weight =Gross weight less the Tare weight as measured at GVKPGSL at In-motion weighbridge
- 9.2. The contractor at their option may witness the calibration process of the in-motion weigh bridges of GVKPGSL as and when the same are carried out as a part of regular calibration without interfering the process of calibration. GVKPGSL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process. Frivolous/unreasonable objections to the process will not be entertained.. GVKPGSL will provide calibration certificates if requested by the contractor.
- GVKPGSL is under no obligation to carry out recalibration of in-motion weighbridges beyond the regular calibration schedule.
- 9.3. When GVKPGSL in-motion weighbridge is not operational for short duration, then GVKPGSL received weight will be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5 , maximum 10) or more dispatched for GVKPGSL from the same loading point of the contractor.

- 9.4. In case there is no previous benchmark available for rakes dispatched for GVKPGSL by the contractor from same loading point and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5 , maximum 10) received post rectification of G V K P G S L in-motion weighbridge will be considered for arriving at GVKPGSL received weight for the rakes received during the non- availability of in-motion weighbridge.
- 9.5. In case there is a case of over speeding of wagons of a rake while passing through in-motion weighbridges at GVKPGSL, resulting in non-registration of weight of part of entire rakes then GVKPGSL received weight would be arrived at by the similar methodology as in 9.3 & 9.4 above. .
- 9.6. Any other contingency may be mutually discussed and settled.
- 9.7. Net adjusted quantity of Coal received at the Plant i.e. quantity worked out by GVKPGSL after carrying out adjustment due to quality variations with respect to the Base Parameters, if any, will be applicable for the purpose of payment.

10. Penalties and Various adjustments on account of deviation from base specifications:

For the purpose of adjustments based on quality parameter independent rake wise computations will be done without any weighted averaging of quality parameters of all rakes in a lot. Further for independent rake wise treatment the following would apply.

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

In case the TM% as analysed at GVKPGSL exceeds 12 % then the weight correction for the excess Total Moisture (ARB) of Coal will be worked out as under:

- a. If the TM in coal received in a rake is $> 12\%$ and $\leq 20\%$ then the adjustment in weight will be done on pro-rata basis, i.e. the weight of coal will be reduced by the same percentage by which total moisture in coal exceeds 12%.

E.g.: If rake quantity is 4,000 MT and average TM% (ARB) = 16% then, Quantity to be reduced = $(16-12) \% \times 4000 \text{ MT} = 160 \text{ MT}$.

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

It is to be noted that this coal is fed directly to plant and hence size control is imperative. The Contractor will endeavor to ensure that fines in the Coal delivered in the rake at G V K P G S L 's power plant are not above 40% of received quantity and quantity of oversized coal is not above required specification. The assessment of quantum of oversize coal will be jointly done by Materials and CHP departments of G V K P G S L by visual inspection which Contractor's authorized representative (if present) may witness/sign.

If the quantity of fines in the Coal delivered is above in the rake is 40% or quantity of oversized coal of size > 50 mm to <=100 mm is above 10% in the rake or if quantity of oversized coal of size 100 mm to <=250 mm is above 5% in the rake, then the weight of the Coal will be reduced from excess TM adjusted Weight as per following formula:

- a. In case the quantity of fines in the Coal delivered in the rake is >40% or if quantity of oversized coal > 50 mm and <=100 mm is >10%, then

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

(Where A is quantity of Coal received at the Plant, B is increase of coal with fines above 40% in case of Type-A coal in percentage value/B is increase of coal with size >50 mm and <=100 mm above 10%) (Example if quantity of fines is 45% then B= (45-40) =5).

- b. Oversized coal of >250mm delivered will normally be rejected. Part payment, if any, will be decided by GVKPGSL. Contractor should avoid loading of oversized coal. In case oversized coal of >250mm is delivered in a rake then

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

(Where A is quantity of Coal received at the Plant, B is % of coal with size > 250 mm)

(Example if quantity of Coal of size >250 mm is 5% then B= 5).

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

10.3. Penalty on Lower GCV

The GCV of the coal delivered will be analyzed on rake-to-rake basis which will be considered for billing and payments. If the analyzed GCV of the coal delivered deviates from the specifications then, the compensation will be derived as follows:

Price Base GCV (ARB)/ GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula

4200	< 4200 and ≥4000	10% discount over and above energy adjusted basis	(Quoted landed price/ton * Actual GCV/(4200))*0.9
	< 4000 and ≥3800	25% discount over and above energy adjusted basis	(Quoted landed price/ton * Actual GCV/(4200))*0.75
	< 3800 and ≥3600	50% discount over and above energy adjusted basis	(Quoted landed price/ton * Actual GCV/(4200))*0.5
	< 3500		Refer Heavy Penalty Clause. Example: energy adjusted price GCV/4200 discounted by (50 % x 1.5 times ~75%)
	> 4800	No additional incentive. Energy adjustment basis limited to 4800 kCal/kg	

10.4. LD for Delayed Dispatch of rakes:

If in any week the total number of rakes to be dispatched is not dispatched till the last day of that week as per schedule, then the rakes which are delayed beyond the last day of the specified week schedule will attract LD which will be levied at **0.025%** of value of the nominal value of the coal in that rake (i.e 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be dispatched)) for each day's delay beyond the last day of the week on which that rake was scheduled to be dispatched to the plant subject to a ceiling of **0.5%** of the nominal rake value. This will be computed on rake-to-rake basis. This is also governed by provision of Clause 3.3.

Example of LD applicability:

Week No (Sun to Sat)	Pro-rata rakes to be dispatched	Rakes desatched in the week	Actual dispatch	Rakes in penalty
15 th May 2016 to 21 st May 2016	7	Rake 1 to Rake 7	Rake 1 to Rake 5	Rake #6 & 7 penalty for each day for each rake beyond 21 May
Likewise, on weekly basis.				

Note: In case of restriction imposed by Railways, the LD schedule will be correspondingly extended unless the restriction is attributable to the specific supplier/ contractor.

Liquidated damages applicability will be relaxed suitably in case GVKPGSL desires amendments/ changes to schedules. In case GVKPGSL advises to stop supplies for a period more than 15 days, then GVKPGSL would confirm in writing for restart of the balance supplies allowing 21 days lead time from the day of written communication of restart. Liquidated damages applicability will be suitably relaxed for balance rakes. GVKPGSL will not bear / reimburse any storage / cargo handling cost due to what so ever may be the reason.

Contractor to furnish Evidence of indents placed at loading Railway siding for GVKPGSL's reference.

10.5. Penalty on excess Sulphur:

No rake with Sulphur content in excess of 0.8% will generally be dispatched for coal from South Africa and 0.5% For indigenous coal.

Sulphur testing will be carried out by the supplier at the lab as per the note below. GVKPGSL reserves right to participate/ monitor/ witness sampling and testing for which supplier will give sufficient notice to GVKPGSL as well as cooperate with GVKPGSL . GVKPGSL reserves right to test Sulphur at its end. If Sulphur content of the rake as per sampling/ analysis at loading point (if not analyzed by GVKPGSL at the Plant end) exceeds the Base Sulphur content, a penalty at the rate of Rs. 10.00 per MT for every increase of 0.1% in Sulphur (on prorata basis) will be levied. The Sulphur content below the Base value will be ignored. Rakes for which GVKPGSL conducts Sulphur analysis at receipt end the quality results of f receipt end will prevail for that rake. Coal having Sulphur content in excess of the maximum range specified are liable to attract penalty. For Example: for indigenous coal if the Sulphur (ADB) of a rake is 0.59 % then the deduction per MT would be $(0.59-0.5) * 10 / 0.1$.

NOTE: Contractor may choose from approved laboratories of well-known and reputed IIAC i.e. M/s Inspectorate Griffith India Pvt. Ltd or M/s SGS India Pvt Ltd, M/s Geochem Laboratories , M/s Mitra S.K Private limited .Sulphur testing may be carried out on the lot which is then dispatched by tippers/ rakes.

10.6. Penalty on excess Ash:

No rake with Ash percentage more than 20 % (ARB) will be dispatched. In event of Ash % (ARB) as per sampling and analysis at GVKPGSL exceeds the base value, then adjustment in GVKPGSL adjusted weight on pro rata basis i.e. for every 1 % increase of Ash%(ARB), the excess TM & Fines adjusted weight of the coal (as per sub clause no.10.1 & 10.2) at GVKPGSL will be reduced by 1 % till the Ash (ARB) is 25 %. For Ash percentage as per sampling and analysis at GVKPGSL exceeds 25 % (ARB) then the rake will be treated in heavy penalty range.

10.7. Penalty on VM:

The Contractor will endeavor to ensure that the rake wise VM % in the Coal delivered at GVKPGSL's power plant is within the specified acceptable range. In case of deviation from specified acceptable range i.e. in case VM above 30 % up to 33 %, a penalty of Rs 26 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake .

& In case VM above 33 % and above, a penalty of Rs. 39 / MT will be applicable on the final adjusted weight (after adjustment for excess TM, Fines and Ash) of the coal received in the rake.

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

10.9. No incentive is payable for early delivery unless the same is desired by GVKPGSL. Further, in case of early delivery, date for payment will be reckoned from scheduled delivery, unless the same is desired by GVKPGSL, in which case payment will be reckoned from the date of delivery.

10.10. Heavy Penalty Range:

Rakes having coal properties beyond the following limits will attract heavy penalty as under:

Fines	Oversized coal	TM	GCV	Ash(ARB)
-2.36 mm >40%	50 - 250 mm >20%	>20%	<5000	> 25%
1.5 times that of the preceding slab				

It may be noted that coal supplied not refundable since it is either directly fed to mill bunkers or put in the common stock pile, segregation or separate storage not feasible.

10.11. GVKPGSL may require/ask supplier to segregate oversized coal. In case it is not practicable to determine the proportion of oversized portion, GVKPGSL will estimate the extent of penalty based on its judgments, which will be limited to 1% of the value of coal.

10.12. The Coal delivered by Contractor at the Delivery Point will be free from impurities and extraneous materials including bone, slate, earth, rock, pyrite, plastic or wood.

10.13. Metallic material: Supplier to ensure that coal is free of foreign metallic material, failing which GVKPGSL may ask Supplier to segregate as well as levy penalty up to 0.5% of coal value depending on the nature and quantum of metallic material

10.14. Clause no. 7.1 sub clause no. 10.1, 10.2 & 10.6. For the purpose of price adjustment through receipt weight discounting against excess TM % & Excess fines and excess Ash % the following chronology would be adopted for calculation of the payment:

- a. Adjusting receipt weight of the rake for excess TM % in that rake.
- b. Excess TM adjusted receipt weight to be adjusted for excess Fines % of the rake.
- c. Excess TM adjusted & Fines adjusted receipt weight to be further adjusted for excess ASH % of the rake.

11. Billing and Payment

The Contractor will submit the bills/invoice Lot wise completion of a Lot in triplicate based on Coal delivered to GVKPGSL. The payments will be released as per the following procedure:-

The Contractor will submit the bills/invoice Lot wise in triplicate to GVKPGSL on below address or respective power plant in Punjab from where the PO would be issued under this tender process

The payments will be made within **30 days** of

- i. Receipt of undisputed invoices
- ii. Receipt of reports along with all supporting documents by GVKPGSL.
- iii. Valid Contract Performance Bank Guarantee.

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

Following supporting documents as applicable may be submitted along with the invoices:

- A. Rake wise analysis of Coal quality at loading point(by IIAC).
- B. Rake wise analysis of Coal quality at unloading point issued by GVKPGSL TPA.
- C. GVKPGSL rake wise weightment slips in original (both Gross and Tare).
- D. Copy of RR (Railway Receipt)
- E. PVAT –Form-36/12 duly endorsed by Punjab state barrier for each rake.
- F. Ultimate and Ash constituent analysis of any one rake of the Lot at loading point(by IIAC).

Note:

A. Lot will be considered as delivered quantity of approximately 60,000 Tons (~15 rakes) or delivered quantity in a period of 30 days from the date of receipt of last rake of the preceding Lot or 1st rake of the fresh PO , whichever is lower or as decided by GVKPGSL Fuel Sourcing for the convenience of computing

B. No incentive is payable for early dispatches unless same is desired by GVKPGSL

Further, in case of early dispatches, date for payment will be reckoned from actual dispatches of all the rakes of a Lot along with submission of invoices with supporting documents as above.

C. Bill discounting: GVKPGSL will consider bill discounting against the credit limits of the Contractor with his Bank for early payments on request of Contractor. It is also to be noted that bank interest and charges/cost associated with Bill discounting will be to the account of contractor/supplier.

D. Invoices/bills in triplicate with supporting documents will be addressed/submitted to following address:

To

Head Materials.
GVK Power Goindwal Sahib Limited
156-159,Paigh House,S.P.Road
Secunderabad, 500 003.
Teleangana state, India.

Note: In order to comply with the form-36 requirement, contractor may be required to raise invoice on RR weight. However payment will be based on GVKPGSL weighment and therefore in case GVKPGSL weighment is higher than RR weight contractor will be required to submit a supplementary invoice / debit note for the differential quantity and amount.

12. General Terms of Contract

12.1. Indemnification:

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

In the event of any claim being made or action brought against GVKPGSL in respect of the matters aforesaid, GVKPGSL will immediately notify the Contractor thereof

for taking necessary action.

Contractor will also indemnify GVKPGSL for any dispute, claim, action raised / initiated against GVKPGSL for any non-compliance , obligation claimed by any statutory authority under the entire supply and logistics of coal from source to GVKPGSL Plant, Kapurthala Road, Taran Taran District, Punjab . This would include the claim raised at any point of time even after completion of contract/ PO. Contractor to also reimburse the cost of defending any such litigation.

12.2. **Sub Contract**

The Contractor will not sublet any portion of the Contract without the prior written permission of GVKPGSL.

12.3. **Confidentiality**

Confidential Information ("Confidential Information") disclosed by either Party under this Contract will be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. Confidential Information will not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's investment goals in India. Receiving Party will remain liable with regard to all parties who receive disclosing Party's Confidential Information from receiving Party. Neither Party will be liable for disclosure or use of Confidential Information which:

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

The obligations under this section will survive termination of this Contract.

12.4. **Force Majeure**

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

- (i) is/are beyond the reasonable control of such Party (the "Affected Party"); and
- (ii) Such that the Affected Party could not have overcome, prevented or avoided

despite exercise of due care and diligence in accordance with Good Industry Practice.

Force Majeure Event includes, with respect to GVKPGSL, any Force Majeure Event (howsoever defined) under the Power Purchase Agreement.

12.4.2 A Force Majeure Event includes the following events and circumstances to the extent that they satisfy the conditions set out in Article 8.5.1:

- (i) Acts of God including cyclone, flood, lightning, earthquake, landslide, or volcanic eruption or exceptionally adverse weather conditions which are in excess of the statistical measure for the last 100 years, affecting the operation of the Washery or the performance of the Scope of Work under the Contract, but does not include drought or famine;
- (ii) fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- (iii) chemical or radioactive contamination or ionizing radiation, but does not include circumstances or causes of contamination or radiation brought into or near any location where the obligations as per the tender are to be performed by the Contractor or those employed or engaged by the Contractor;
- (iv) epidemic, plague or quarantine; or
- (v) hostilities (whether declared as war or not), riot, revolution, rebellion, insurrection, act of terrorism, in each case involving the GOI, or the GOP or occurring in India; or
- (vi) invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the GOI, or the GOP or occurring in India; or
- (vii) strikes, lockout, boycotts or other industrial disturbances having a nation-wide impact in India.

Force Majeure Event will expressly not include the following circumstances or events:

- i. a delay in the performance of any subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 8.5.2;
- ii. 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
- iii. any delay or non-performance whether by the Contractor or any other person (other than GVKPGSL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the Coal to the Power Plant; or
- iv. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- v. Insufficiency of finances or funds or the Contract becoming onerous to perform.

12.4.3 If the Parties are unable to agree in good faith on the occurrence or existence of a Force

Majeure Event, such dispute will be finally settled in accordance with the Dispute resolution procedure set forth in Clause 8.9, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event will be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

12.4.4. Performance Excused

The Affected Party, to the extent rendered unable to perform its obligations or part of its obligations under this Contract as a consequence of the Force Majeure Event, will be excused from performance of such obligations.

Provided that:

- (a) the excuse from performance will be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- (b) Nothing contained herein will absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.

12.4.5 No Liability for losses Due to Force Majeure Event

Neither Party will be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event;

12.4.6 Termination Due to Force Majeure Event

- a. If the Force Majeure Event subsists for a continuous period of 30 Days, then either Party will be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination will take effect 15 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of Article 8.5.6, the Parties agree that the Contractor will not be entitled to the payment of any termination Compensation provided however that the Contractor will be entitled to be paid the outstanding fees in relation to the Scope of work.

12.5. Contract Performance Bank Guarantee (CPG)

All compensation or other sums of money payable by Contractor to GVKPGSL under the terms of this Contract may be deducted from the CPG or from any sums which may be due or may become due to the Contractor by GVKPGSL on any account what-so-ever and in the event of his CPG being reduced by reasons of any such deduction as aforesaid, the Contractor will have to submit a fresh CPG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation which may have been deducted from his CPG or any part thereof.

12.6. Compliance Of Labour Laws

The Contractor will 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 will 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 will indemnify GVKPGSL and reimburse GVKPGSL against all the actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that GVKPGSL may be required to discharge on account of the default or otherwise on contractor's part.

12.7. Deduction From Contract fees

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

12.8. Dispute Resolution and Arbitration

- i. Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") will arise between GVKPGSL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, GVKPGSL and the Contractor will attempt in good faith, to settle such Dispute in the first instance by mutual discussions between the Parties within a period of thirty (30) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute.
- ii. If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 12.8.i, the Dispute will be resolved in accordance with the procedure set out in Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii. The language of the arbitration will be English, and the place of arbitration including for holding of any and every proceeding will be Chandigarh, India
- iv. There will be three arbitrators. Each Party will select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators will be freely selected, and the Parties will not be limited in their selection to any prescribed list.

The two arbitrators selected by the Parties will select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment will be made in accordance with the Arbitration and Conciliation Act, 1996.
- v. The award rendered will be in writing and will set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- vi. The award rendered in any arbitration commenced hereunder will be final and binding on the Parties.
- vii. Notwithstanding the above, during the pendency of any arbitration, the Parties will continue to perform their respective obligations under the Contract and undisputed payment due or payable by GVKPGSL will not be withheld on account of such proceedings.
- viii. Upon every or any such reference, the costs of sole incidental to the references and award respectively will be in discretion of the arbitrators so appointed who may

determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party will direct by whom and to whom and in what manner the same is to be borne and paid.

ix. The provisions of Clause 12.8 will survive the termination of the Contract.

12.9. Events of Default:

A. Contractor's Events of Default:

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

- i. The Contractor is in material breach of any of the terms of this Contract;
- ii. The Contractor is adjudged bankrupt or insolvent;
- iii. Refusal to accept reasonable change in delivery schedule made by GVKPGSL.
- iv. Delay in delivery of coal beyond schedule of supply of coal for reasons other than Force Majeure, unless the same is accepted by GVKPGSL.

B. GVKPGSL's Events of Default:

- i. If GVKPGSL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~1 month's value of the supplies (contracted quantity divided by 3) and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it will be construed as an Event of Default on the part of GVKPGSL unless such an event has occurred as a consequence of a Force Majeure Event and GVKPGSL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

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

Contractor will be entitled to terminate the Contract in case of GVKPGSL Event of Default.

12.10. Insurance:

1. Workmen's Compensation Insurance with Employer's (contractor) Liability

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

by it.

- i) GVKPGSL 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 will furnish to GVKPGSL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance will not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by GVKPGSL from the Insurer. On occurrence of such an event, the Contractor will arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure
If Contractor fails to effect and keep in force the insurance, GVKPGSL may effect and keep in force any such insurance and deduct the amount so paid by GVKPGSL from any amounts due or which may become due to the Contractor under the Contract.

2. Adherence to Occupational Safety while at work place GVKPGSL

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering obligations as per the tender inside the premises of GVKPGSL have to strictly adhere to the safety protocol of GVKPGSL. Any deviation from standard safety practice as designed and formulated by GVKPGSL will attract penal provisions as per the extant rules and regulations of GVKPGSL safety department. The contractor should 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, pock liner or any other equipment operator and sampling witness representatives and does not in any way relive even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation will lead to double/multiple penalty. Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of contractor's persons, equipment will attract applicable penalty from bills and re-occurrence of any similar incidence will not be accepted in any case.

GVKPGSL disclaims any liability on account of any accident or mishap if happens to contractor's persons while rendering obligations as per the tender under the proposed contract/ PO inside GVKPGSL plant premises. GVKPGSL disclaims and contractor to hold GVKPGSL harmless against any mishap outside the GVKPGSL Plant premises including but not limited to any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure of public premises and government premises or any third party premises due any act of contractor's persons, equipment .

3. Deduction From Contract fees

All costs, damages, or expenses, GVKPGSL may have incurred, under the Contract, the

Contractor is liable for the same and such sums will be deducted by GVKPGSL from any money due or becoming due to the Contractor under the Contract or will be recovered by action of law or otherwise from the Contractor or his CPG.

12.11. Termination Of Contract

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

12.12. Governing Law and Jurisdiction

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

12.13. Execution

The whole Contract is to be executed to the entire satisfaction of GVKPGSL.

12.14. Independent Contractor:

The Bidders recognize and agree that the Contractor is not an agent or employee of GVKPGSL nor any affiliate of GVKPGSL and that Contractor is independent of any managerial or other control or direction by GVKPGSL and is free to perform, by such means and in such manner as Contractor may choose, all work in pursuance of commitments hereunder.

12.15. Assignment:

Contractor will not assign the Contract without the written consent of GVKPGSL. However, GVKPGSL will have the right to assign the Contract without consent of the Contractor.

12.16. Blacklisting Criteria:

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

- (i) Default as per Tender/PO terms (events of defaults)
- (ii) Influencing in the process of weighment and sampling, sample preparation and analysis of coal at GVKPGSL and any person in GVKPGSL/ associated agency with intent as established by Tender committee of GVKPGSL based on credible evidence.
- (iii) Undue request for re-opening of issues already settled in past.
- (iv) Submission of eligibility requirements containing false information or falsified documents.

- (v) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- (vi) Unauthorized use of name of the firm/ bidding entity, or using the name of another bidding entity for the purpose of public bidding.
- (vii) Withdrawal of a bid, or refusal to accept an award of PO without justifiable basis as determined by GVKPGSL Tender committee
- (viii) Any attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- (ix) Failure of the contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- (x) Supply of coal which is substandard, or way beyond acceptable standards as per the bid requirement.
- (xi) Willful or deliberate abandonment or non-performance of the supply contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- (xii) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, supplier may be cautioned based on initial transgressions.

GVKPGSL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of black listed company. Decision of GVKPGSL 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.

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

Annexure I: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

From: _____

Tel. #: Fax

#:

E-mail address: To

Head-Materials
GVK Power (Goindwal Sahib) Limited
156-159,Paigah House,S.P.Road
Secunderabad, Telangana State
India
Ph; 040-27902663/64

Dear Sir,

Sub: Bid for Supply of Non-Coking Coal to GVK Power (Goindwal Sahib) Ltd.

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 in one (1) original + (1) hard copy and one (1) CD with scanned copies of documents in Cover B, as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Clause 7.0 Scope of Work and to

prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation and road transportation from the railway sidings to the power plant as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.

7. We hereby confirm that we will abide unreservedly with GVKPGSL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we will challenge either GVKPGSL's decision or its right to make such decision at any time in the future.

We agree to furnish any additional information and documents as required by GVKPGSL to establish representations made by us in this Bid at all times. We also confirm that GVKPGSL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.

8. The Bid will remain valid acceptance till 30th June 2016

9. We confirm that the Bid is unconditional and non-suggestive and that that we have not taken any deviation to provisions of Bid Documents.

10. We confirm that our quoted prices are based on the provisions of the Bid Documents.

11. We confirm that our rates are firm for supply of the quantum of coal indicated.

12. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.

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

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

15. 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: Format For Evidence Of Authorized Signatory's Authority

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

POWER OF ATTORNEY

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

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

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

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 law and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).
- (3) Bidder to submit duly notarized copy of photo ID proof of Attorney and Executant (specifically having specimen signature similar to one appearing on the proposed power of attorney
- (4) Photograph of the Attorney and Executant to be duly notarized as well.

Annexure III A: Format for Qualification Requirement

(On Letter Head of Statutory Auditors)

To,

Head-Materials
GVK Power (Goindwal Sahib) Limited
156-159,Paigah House,S.P.Road
Secunderabad, Telangana State
India
Ph; 040-27902663/64

Dear Sir,

**Sub: Bid for Supply of Non-Coking Coal to GVK Power (Goindwal Sahib) Ltd
(summary of credentials)**

We certify that:

Technical Qualification Requirements	(Insert name of Bidder) has supplied following quantity of Non-coking Coal to end-user (power/ cements/ industrial entities in India) on (CIF/FOR basis) in the year _____	___MMT
Financial Qualification Requirements	(Insert name of Bidder)'s average annual turnover for the preceding three financial years was:	Rupees ___
	(Insert name of Bidder)'s average net worth for the preceding three financial years was:	Rupees ___

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Annexure III B: Certificate from Statutory Auditors of the Bidder for Coal Supplies Made

(On Letter Head of Statutory Auditors)

REF NO:

DATED:

To,

Head-Materials
GVK Power (Goindwal Sahib) Limited
156-159,Paigah House,S.P.Road
Secunderabad, Telangana State
India
Ph; 040-27902663/64

Dear Sir, Sub:

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ having offices at _____.

We hereby certify that M/s _____ (Bidder) has supplied Coal to end-user (power/ cements/ industrial entities in India) directly or through PSU(s) or Coal Trader in India (on CIF/FOR Basis) as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied (MTs)
1			
2			
3			

Signature: _____ Na _____ me
of the Partner/ Proprietor Membership No _____
Seal of Statutory Auditors
Place _____
Date _____

Annexure IV : Price Bid

**GVK Power (Goindwal Sahib) Ltd – Price Bid
(On Letter Head of Bidder)**

To,
 Head-Materials
 GVK Power (Goindwal Sahib) Limited
 156-159,Paigah House,S.P.Road
 Secunderabad, Telangana State
 India
 Ph: 040-27902663/64

Dear Sir,

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

Having examined the Bid Documents No. _____ including its Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "Supply of Up to 6.0 Lakh Metric Tons Non-coking Coal for GVK Power (Goindwal Sahib) Ltd" in full conformity with the Base parameter specifications at Clause. 7.1 of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which GVKPGSL is exempted:**

SL. NO	PARTICULARS	REMARK	QUOTE (with Railway busy season surcharge)	QUOTE (without Railway busy season surcharge)
I	Offered quantity	(in Metric Ton)		
II	FOR Delivered price	Firm (Rs/MT)		
III	Railway freight (Rs/MT) inclusive of all taxes and surcharges (indicating Loading Railway Siding and Railway Freight slab) to GVKPGSL's plant Railway siding NPSB.	Freight (Rs/MT)		
		Service Tax rate %		
		Total freight with tax (Rs/MT)		
		Freight Distance		
IV	CST @ against form "C" if applicable on (II +III+IV) * Tax rate	Tax rate %		
		Amount (Rs/MT)		
V	Landed Cost At GVK PGSL (II+III+IV+V)	(Rs/MT)		

VI	Firm Price per GCV basis	Basic (Rs/MT)		
		Tax rate %		
		Total with Tax (Rs/MT)		

All prices are inclusive of applicable taxes.

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

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

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by GVKPGSL at any time before the expiration of that period i.e 30TH June '2016

Signature:.....

Name:.....

Designation:..... Seal:

Annexure V: Proforma for Contract Performance Bank Guarantee

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

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

To,

The Vice President (Finance)
GVK Power (Goindwal Sahib) Limited
156-159,Paigah House,S.P.Road
Secunderabad, Telangana State
India
Ph; 040-27902663/64

Dear Sir,

In consideration of M/s.GVK POWER (GOINDWAL SAHIB) LTD, (hereinafter referred to as 'GVKPGSL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s (Insert name of Contractor) having its registered office atand principal place of business at [hereinafter referred to as the "Contractor" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Coking Coal to GVK Power (Goindwal Sahib) Ltd**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs.____/- (Indian Rupees _ Crores Only)(*as per Cl.no..... of PO no.....dated....., insert as applicable*), valid for 60 (Thirty) days beyond the last date of scheduled supplies i.e DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

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

Any such demand made by GVKPGSL on the Bank will be conclusive and binding notwithstanding any difference between GVKPGSL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of GVKPGSL and further agrees that the guarantee herein contained will continue to remain enforceable till GVKPGSL discharges this guarantee.

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

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

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

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

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

This Bank Guarantee will be operative in secunderabad/

This Bank Guarantee is governed by the laws of India.

Dated this _____ day of _____ (Month, year) at _____ (place)

Witness:

Signature
Name
Office Address

Signature
Name
Designation with bank Stamp
Attorney as per
Power of Attorney Number: Date:

Note:

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

(Bidders at their option may get draft of CPBG vetted by GVKPGSL prior to getting the same

issued by the Bank).

Annexure VI: Earnest Money Deposit

(To be used in case Bidder is submitting the EMD in the form of a BG)

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

Bank Guarantee No.: _____ Date: _____

To,
The Vice President (Finance),
GVK Power (Goindwal Sahib) Limited
156-159, Paigah House, S.P. Road
Secunderabad, Telangana State
India
Ph; 040-27902663/64

Dear Sir,

In accordance with your Bid Document no:....., M/s Having their registered office at (hereinafter called the "Bidder") wish to participate in the said bidding for **Supply of Non-Coking Coal to GVK Power (Goindwal Sahib) Ltd.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. One Crore Only valid till 30 days beyond bid validity required to be submitted by the Bidder as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the (Name and Address of the Bank) having our Head Office at (hereinafter called as the "Bank") guarantee and undertake to pay immediately on demand by GVK POWER (GOINDWAL SAHIB) LTD the amount of Rs. One Crore Only without any reservation, protest, demand and recourse. Any such demand made by demand made by GVK POWER (GOINDWAL SAHIB) LTD will be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

The guarantee will be irrevocable and will remain valid 30 days beyond bid validity. If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s (Bidder's name) on whose behalf this guarantee is issued.

This Bank Guarantee will be governed by the laws of India.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this day of 2014 at

This Bank Guarantee will be operative in Secunderabad.

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Office Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney
No. _____ Date: _____

Note:

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

(Bidders at their option may get draft of EMD vetted by GVKPGSL prior to getting the same issued by the Bank).

Annexure VII: New Vendor Identification Form

(To be submitted in case Bidder is not registered with GVKPGSL or has not furnished these documents as a part of another Tender process or otherwise..To be submitted for each TIN

no.)

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

Date of Commencement of Business				
Annual Sales Turnover for last 3 years	Year			
	Rs (in L)			
Details of Directors/Partners/Proprietors				
Name of Associate/Subsidiary Units				
Services rendered/goods provided				

Details of business with GVK group Co's	Year	Co's Name	Items Supplied
List of Reputed Co.'s, Govt. Dept. With whom			

registered as suppliers	
List of references, if any	

Details of relatives working in GVK group companies (if any)	
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Central Sales Tax Registration No and Date	
VAT Registration No and Date	
Service Tax Registration No and Date	
SSI Registration No and Date	
SSI Registration Validity	
Excise Registration No and Date	
PAN No	
PF Registration No	
ESIC Registration No	
Factory License No	

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

Notes:
 Our PO, Cheque, Correspondence, etc. will be sent only to the communication address as mentioned.
 All cheques will 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.

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 and Designation of Authorized Signatory	Signature and Date

Requested by	Approved by	Payment Terms

(Name and Signature)	(Name and Signature)	
Date	Date	

To be filled up by Finance and Accounts	
Vendor Code	
Date	

Annexure VIII: Format for Coal Quality Analysis Report at Loading End

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

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

Annexure IX : Format for Coal Properties (for pre-approval)

Sl. No.	Technical Particulars	Units	Typical Specifications
1.0	Proximate Analysis		
1.1	Total Moisture (AR)	%	
1.2	Volatile Matter (AD)	%	
1.3	Ash (AD)	%	
1.4	Fixed Carbon (AD)	%	
1.5	Sulphur (AD)	%	
	Total	%	100%
2.0	Gross Calorific Value (ARB)	Kcal/kg	
3.0	Hardgrove Grindability Index (HGI)		
5.0	Sizing (<2.36mm &> 50 mm)	%	
6.0	Ultimate Analysis (DAF Basis)		
6.1	Carbon	%	
6.2	Nitrogen	%	
6.3	Hydrogen	%	
6.4	Sulphur	%	
6.5	Oxygen	%	
6.6	Ash	%	
	Total	%	100
7.0	Ash Analysis (Air Dried basis)		
7.1	SiO ₂	%	
7.2	Al ₂ O ₃	%	
7.3	Fe ₂ O ₃	%	
7.4	CaO	%	
7.5	MgO	%	
7.6	Na ₂ O	%	
7.7	K ₂ O	%	
7.8	SO ₃	%	
7.9	TiO ₂	%	
7.10	P ₂ O ₅	%	
7.11	Mn ₃ O ₄	%	
7.12	SrO	%	
7.13	BaO	%	
7.14	ZnO	%	
7.15	Ash Resistivity	Ohm - cm	
8.0	Ash Fusion Temperatures in reducing atmosphere		
8.1	Initial Deformation Temperature (IDT)	°C	
8.2	Hemispherical Temperature (HDT)	°C	
8.3	Flow Temperature (FT)	°C	

GVKPGSL reserves the right to verify the above properties in actual supplies.

Annexure X: ACCEPTABLE BANKS

THE BANKS FROM WHICH BANK GUARANTEES FOR EMD/ CONTRACT PERFORMANCE GUARANTEE ARE ACCEPTABLE

Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd.	Yes Bank Ltd.	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd.	Axis Bank Limited	Indusland Bank Ltd.
Foreign Banks		
Citi Bank	Deutsche Bank Ltd.	The Hongkong and Shanghai Banking Corporation Ltd.
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		

Annexure XI: List of Documents to be submitted

The below listed documents to be submitted during supplies.

SI No	Documents	Frequency
1.	Rake Wise Analysis of Coal quality at loading point (Proximate, GCV and Sulphur)	For each Rake
2.	Lot Wise Analysis (Any one rake of the Lot) of Coal quality at loading point (AFT, HGI and Ash analysis report, ultimate analysis))	For Each Lot
3.	GVKPGSL weighthment slips in original (both Gross and Tare)	For Each Rake.
4.	Copy of RR	For each Rake
5.	Copy of Form-36 compliance	For each Rake
6.	Declaration of Invoicing location along with TIN No.	Advance declaration as soon as rake is loaded.

Notes:

Normally GCV/ASH/TM/VM will be tested for every rake as per applicable BIS standards other properties may be tested on sampling basis as required by GVKPGSL. GVKPGSL may also test all properties (proximate/ultimate/ash) on a sampling basis.