

GVK POWER (GOINDWAL SAHIB)LIMITED

Regd. Office: Paigah House, 156-159 Sardar Patel Road,
SECUNDERABAD500 003 Telangana, India.

Document No.: GVK/ COAL/2016-17/002 Dated 13.05.2016



BID DOCUMENT

Part A. CIF SUPPLY:

1.2 Million Metric Tonne IMPORTED NON-COKING COAL 4800 NAR of South African Origin upto 2 lakhs tonnes per month starting from June'2016 to November '2016 upto Kandla/ Any West Coast Port, India

AND/OR

Part B. CHA:

Handling & Transportation from Kandla/ Any West Coast Port to Goindwal Plant for the above

Communication Address:

GVK Power (Goindwal Sahib Limited)

Paigah House 156-159 Sardar Patel road, Secunderabad 500003.

Telangana, India.

Tel. No.: +91-040 27902663/64 Extn. 232/365; Fax +91-040-27902665

E-mail: mvl@gvk.com; raghu@gvk.com

Disclaimer

1. This Bid Document is not an agreement or offer by GVK Power (Goindwal Sahib) Limited, (GPGSL) 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 G P G S L 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 G V K P G S L 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.

TABLE OF CONTENTS	PAGE Nos...
BIDDOCUMENT FOR PART A	5
VOLUME –I INSTRUCTION TO BIDDERS	5- 11
VOLUME -II TECHNICAL SPECIFICATIONS	12-27
VOLUME - III ANNEXURES, FORMS & FORMATS	28
PRICE BID SUBMISSION FORM	29-30
FORMATS - QUALIFICATION REQUIREMENTS ANNEXURE B	31
ANNEXURE C - LETTER OF CREDIT	32-37
BID DOCUMENT FOR PART B	38-44
VOLUME -II TECHNICAL SPECIFICATIONS	45-57
VOLUME - IV	59
ANNEXURES, FORMS & FORMATS	59
PROFORMA OF BG FOR EARNEST MONEY DEPOSIT	59-60
ANNEXURE B PRICE BID SUBMISSION FORM	62-63

GVK POWER GOINDWAL (SAHIB) LIMITED

BID DOCUMENT FOR PART A

VOLUME –I INSTRUCTION TO BIDDERS

1.0. INTRODUCTION

GVK POWER GOINDWAL (SAHIB) LIMITED ("hereinafter referred to as GPGSL/Owner"), a GVK Group company, 2X270MW one of Punjab's Thermal Power Project for supply of power to PSPCL under PPA arrangement.

GPGSL invites bids for

•Supply of 1. 2 million Metric Tonne (upto 2 lakhs metric tonnes per month) Imported coal of South African Origin starting from June 2016 . Non-Coking Coal (hereinafter referred to as "Coal") of specifications mentioned herein, on 'CIF Kandla/ Any West Coast Port, India basis'.

GPGSL, therefore, intends to enter into Contract with suppliers for the same. It may be noted that interested bidder may apply for either of the packages or both together.

2.0. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by GPGSL and GPGSL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have thorough understanding of the applicable requirements for performing supply and services as defined in the scope of work.

3.0 Important Timelines :

Date	Event
13-05-2016	Publishing of NIT in newspapers and on GVKPGSL website
13-05-2016	Date of availability of Bid document at GVKPGSL website
23-05-2016	Bid Submission till 12.00 pm at our Chandigarh Office : Mr.Oliver Tyagi /Mr.MVL Sarma- Mobile No: 09948056500 General Manager (PD) GVK Power (Goindwal Sahib) Limited, SCO-1, 2 nd Floor, Sector -17-E, Chandigarh, Punjab , India , Phone : 91-172 2700264 (F) 91 172 2704064
23-05-2016	a) Opening of Non-financial Bids at 03.00 pm at Taj GVK Hotels & Resorts Ltd., Chandigarh
	b) Opening of Price Bids at 4:30 pm at Taj GVK Hotels & Resorts Ltd., Chandigarh (<i>depending upon number of Bidders and time tak for Tech Evaluation</i>)
28-05-2016	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.

Note: Timelines mentioned above are indicative and are subject to change at the discretion of GPGSL. GPGSL reserves the right to amend the above schedule at its own discretion. The successful bidder shall not be entitled to any loss /claim / damage arising out of or related to the amendment / modification / change in the above mentioned schedule.

4.1. BIDDING DOCUMENTS

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

- Instruction to Bidders (ITB) - Volume-I
- Technical Specifications- Volume-II
- Annexure/Formats/Forms - Volume-III
- Any other document issued/ made available by GPGSL to prospective bidders. The bidder(s) are expected to read and examine all instructions, forms, terms & conditions, specifications and other information in the Bidding Documents as well as satisfy themselves regarding completeness of Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid in disregard to the requirements of the Bidding Documents in any respect will be at the risk of bidder and may also result in rejection of its bid. (Any inconsistency in the tender document has to be highlighted at the time of submission of the bid. Tender shall be considered as submitted by all the bidders and no modifications shall be entertained thereafter).

GPGSL reserve every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of bid GPGSL may seek additional information/ documents/ declaration from the bidders; failure to furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

5.0. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid exchanged between the bidder(s) and GPGSL shall be in English language only

6.0. PERIOD OF VALIDITY OF BID

The Bidder shall ensure that its bid initially remains valid and open for acceptance for 30 days from the opening of the Bid.

7.0. SUBMISSION OF BIDS

- Sealed Bids are to be submitted in one original and one copy, containing envelopes as detailed herein below:

Envelope I - Super-scribed as "Technical Bid" shall contain all the documents as elaborated in the Bid for technical acceptance and qualification of the Bid (excluding Bid Price) duly filled in and signed by the Bidder in the following order

- 1) One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

- 2) Complete company profile
- 3) Documents for quantity supplied in last three financial years.
- 4) Financial Balance sheet for last three year (Annexure C).
- 5) Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.

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

- Price Bid submission form
- The above said envelopes nos. I, II shall be kept in an overall outer envelope, which shall be sealed and super-scribed with "Bidder's Name and address". "Due date of Opening" and lower left-hand corner of the envelope shall indicate "EOI reference & date.

The Envelope shall be addressed to the following:

Contact Person

Mr.Oliver Tyagi /Mr.MVL Sarma Mobile NO:99480- 56500
General Manager (PD)
GVK Power (Goindwal Sahib) Limited,
SCO-1, 2nd Floor,
Sector -17-E, Chandigarh,
Punjab , India
Phone : 91-172 2700264 (F) 91 172 2704064
E-mail: mvl@gvk.com / raghu@gvk.com / oliver.tyagi@gvk.com

Bids must be received by GPGSL at the above address, not later than the time and date specified at *Clause 3.0 of Volume I*. In the event of the specified date for submission of bids being declared a holiday for GPGSL, the bids will be received up to the appointed time on the next working day.

No bid may be withdrawn in the interval between 24 hours prior to the Bid submission deadline and the expiration of the bid validity period specified in the Bidding Document.

8.0. BID OPENING AND EVALUATION

- a) Envelope containing Technical Bid will be opened by GPGSL representative/PSPCL. Technical bid is evaluated and once accepted then respective bidders price bid will be opened.
- b) Bidder's Authorized Representative may attend the opening of Bids.

9.0 Evaluation of the Price Bid

1. Evaluation would be based on the landed CIF Cost (as **firm fixed price for the quantity offered**) at Kandla Port and / or FOR delivered cost at GVKPGSL plant site after considering L1 cost of package A and L1 cost of Package B and / or both as the case may be.
2. The prices for CIF Bids shall be computed based on USD-INR Exchange rate as per bank selling rate of RBI prevailing on the date of tender opening.

3. 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 3

The evaluation will be done based on the Successful Bidder, whose bids are found eligible and has offered the lowest landed cost to GPGSL, however, GVK at its discretion can split the quantities and issue one or more contracts depending upon delivery capabilities / quantities offered by the bidders.

4. Decision of G P G S L regarding the selection of the Successful Bidder will be final and binding on all the Bidders. G P G S L 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. G P G S L also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial.
5. GPGSL's decision with regard to pricing will be final and binding on all the Bidders and GPGSL 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.
6. Bidders will abide unreservedly with GPGSL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either GPGSL's decision or its right to make such decision at any time.
7. The Successful Bidders (including L2, L3 etc., at their prices or at mutually acceptable negotiated prices) will be bound to accept the Lol/Contract/PO, Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder. GPGSL will be free to enter into Contract with any other Bidder participating in the process.

10.0. AGREEMENT/CONTRACT AWARD CRITERIA

The successful bidder, whose bids are found eligible and has offered the lowest price as evaluated by GPGSL, may be considered for placement of award.

No successful bidder under any circumstances will be allowed to dishonor/refuse to supply the quantities for GPGSL plant where it has emerged the lowest bidder. In case of non-compliance or refusal to supply the quantities, the bidder would be heavily penalized as per penalty clause 8 Price will remain firm and fixed throughout the validity of the contract without deviation.

11.0 Negotiations post Price Bid opening

It may be noted that GPGSL is not bound to award the Contract to the lowest Bidder & reserves the right to re-negotiate the prices as per prudent business practices and/or in consultation with PSPCL and as per directions of PSERC (if any).

12. Award of Contract

- 12.1 GPGSL will release PO on successful Bidder(s) and has the option to release POs on multiple Contractors.
- 12.2 The bidder to provide order acceptance and confirmation along with Contract Performance Guarantee to fulfill the requirement for establishment of be presented to the bank for opening the Letter of Credit.

12.3 Contract Performance Guarantee: Performance Bank Guarantee for 10% value of the Contract Value will be kept as a security against unsatisfactory performance during the Period of the Contract. In case of such unsatisfactory performance, GPGSL will invoke the CPG either in full or in part as the situation may require; and the supplier 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 P G S L for the same to supplier. If supplier fails to replenish the shortfall amount as per the stipulated time of 2 weeks, then G P G S L will be at liberty to withhold the payment due for supplies already made to the extent of CPG replenishment required.

The format of the Performance Bank Guarantee shall be shared at the time of releasing the Contract.

12.4 If for any reason the Bid of the Successful Bidder is rejected or LOI/PO issued to such Successful Bidder is cancelled, G P G S L may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.

12.5 GPGSL at its option may release the Contract /PO without going through LOI stage.

13.0. LETTER OF INTENT

Prior to the expiry of the period of Bid validity, GPGSL will notify to the Successful Bidder in writing through Letter of Intent (LOI sent by required communication mode i.e. registered post. Email or through courier or by FAX, that its Bid has been accepted). Issuance of Letter of Intent, along with signing of Agreement with the Successful Bidder subsequently will constitute the formation of the Contract.

14.0. BIDDER OBLIGATIONS

(i) The Bidder shall perform the Supplies and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Contract or Agreement with all due diligence, efficiency, and economy, in accordance with prudent accepted professional techniques and practices, and shall observe high ethical practices, and employ appropriate advance technology and advance safety methods. The Bidder(s) shall always act, in respect of any matter relating to the Contract or to the work, as sincere advisers to GPGSL and shall at all times support and safeguard GPGSL's legitimate interests.

15.0. QUALIFYING REQUIREMENT

I. The Qualifying Requirement for the Bidders of this tender shall be as under:

A. The Bidder should be a regular supplier of bulk quantities of Supplying Imported Non Coking Coal having supplied & handled minimum of 5.0 lakh MT of any type of Non Coking Coal, in any one financial year during last three financial years

B. Financial Qualification Requirement:

The Annual Turnover (on stand-alone basis) of the Bidder in the preceding financial year as on the last date of Bid submission shall not be less than INR 200 Crores (Indian Rupees Two hundred Crores only) or USD 30.30 million (taking 1USD=Rs. 66).

II. GPGSL also reserves the right to seek such additional information as it may deem fit to satisfy itself for eligibility of the Bidder, The Bids of the Bidders not meeting the Qualifying Criteria shall not be considered for Evaluation purpose.

III. Qualification threshold in Clause 12 of volume I may be lowered in case of exigencies only at the discretion of GPGSL to ensure wider participation.

GVK POWER GOINDWAL (SAHIB) LIMITED

BID DOCUMENT FOR PART A

VOLUME -II TECHNICAL SPECIFICATIONS

1.0. INTRODUCTION

GPGSL has a requirement of South African Origin Non-Coking Coal of specifications mentioned herein, on 'CIF Kandla/ Any West Coast Port India basis'.

2.0. DEFINITIONS

- a) **ASTM** –means ASTM International, formerly American Society for Testing and Materials
- b) **INCOTERMS 2010** –means International Commercial Terms, 2010 as formulated by the International Chambers of Commerce (ICC) and any amendments thereafter.
- c) **CIF** – means Cost, Insurance and Freight in accordance with Incoterms 2010
- d) **“Coal”** means “South African Non Coking Coal in bulk”.
- e) **ADB-** means Air Dried Basis; **ARB** –means As Received Basis–with respect to test data evaluated relative to moisture in samples without conditioning.
- f) **SWAD**–means Salt Water Arrival Draft
- g) **SW** –means Salt Water
- h) **ETA** –means Expected Time of Arrival of the vessel / ship
- i) **SRCC**–means The Safety, Rehabilitation and Compensation Commission
- j) **GCV (ARB)/ GAR** –Gross Calorific Value (as received basis)
- k) **“Laytime”** means time allowed to unload / discharge the cargo from mother Vessel. It shall be determined by dividing the quantity agreed to be unloaded from the Vessel by the unloading rates guaranteed by Buyer.
- l) **“IIA”** or “Independent Inspection Agency” shall means International reputed mutually accepted Independent Inspection Agency.
- m) **"Demurrage"** means the amount payable by Buyer to Seller for Buyer's unexcused failure to discharge a Vessel within the allowed Laytime.
- n) **"Despatch"** means the amount payable by Seller to Buyer for discharging the Vessel prior to the termination of the allowed Laytime.
- o) **"Notice of Readiness"** means a written notice tendered by the master of a Vessel or his agent(s) to the effect that the Vessel is in all respects ready for discharging the Coal.
- p) **"SHINC"** means Saturdays, Sundays and holidays included
- q) **Weather Working Day** means day of 24 consecutive hours on which work inloading coal on board a vessel shall be carried out without loss of time due to the weather.
- r) **“Stevedore”** means agency appointed by the Buyer on CIF shipments at its own cost and expense to carry out unloading and supervise the same at the port
- s) **MT** : Metric Tonne

3.1. SCOPE OF WORK

The scope of work includes but not limited to

- i. Supply of Coal on 'CIF Kandla/ Any West Coast Port India' Basis.
- ii. All coordination at loading destination, transit destination shall also be part of scope of work of Bidder.
- iii. Bidder to supply Coal from Single mine per shipment and should mention Country of origin & name of mine for that particular shipment affected.

4.1. QUANTITY

Tolerance of +/- 10 % quantity at GPGSL's option is allowed on quoted quantity.

- i. For clarity, the bidder is allowed to ship the first cargo up to a quantity of 80,000 MT as an initial / starting supply in June, vide full Panamax Gearless vessel without mix of other cargo (*After receiving loading clearance from GPGSL Part shipment from larger vessel not allowed*) and follow it up with the second shipment for balance 120,000 tonnes in a space of 15 days, to fulfill the 1st month requirement.
- ii. The balance monthly quantity upto 2 lakh MT (or part there off) has to be dispatched based on the delivery schedule as per the Purchase Order.

5.0. SPECIFICATIONS OF COAL

The Non Coking Coal of RB3 from South Africa to be supplied, shall be as per specifications furnished hereunder Price Basis, the Base Parameters shall be as under:

Specification	Typical	Rejection
NAR	4800 kcal/kg	Min. 4600 kcal/kg
Total moisture	7-9%	Above 10%
IM	3-4%	NA
Ash	26%	Above 30%
Volatile Matter	20-26%	NA
Sulphur	0.8%	Above 0.8%
HGI	50-65	NA
AFT	1250 deg.	NA
Nominal Top Size	0-50mm	NA
Carbon	83.40 - 82.70%	NA
Hydrogen	2.60 – 5.10%	NA
Oxygen (by difference)	5.00 -10 %	NA
Nitrogen	1.20 -1.90%	NA
Fixed Carbon	40-52%	NA

Ash Constituents (Dry)

Silicon Dioxide (SiO ₂)	54.40 %
Aluminum Oxide (Al ₂ O ₃)	30.42 %
Ferrous Oxide (Fe ₂ O ₃)	4.43 %
Calcium Oxide (CaO)	5.45 %
Magnesium Oxide (MgO)	1.05 %
Titanium Dioxide (TiO ₂)	1.66 %
Potassium Oxide (K ₂ O)	0.60 %
Sodium Oxide (Na ₂ O)	0.08 %
Sulphur Trioxide (SO ₃)	2.05 %
Phosphorus Pentoxide (P ₂ O ₅)	0.66 %

Specifications are typical only. As long as cargo is not beyond rejection levels and the penalty is applied as per clause 8, where applicable, the actual results shown on Certificate of Sampling and Analysis issued at load port by Independent Inspection Agency (IIA), may differ from the specifications given above and such difference would not constitute grounds for rejection as long as they are within the rejection limits.

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

GPGSL shall have the right to do sampling and analysis at loading origin before dispatch of coal.

Bidder shall give following details to GPGSL prior to dispatch - the details of Origin, coal type, grade, rank, washed, particle sizing, crushed with higher or lower undersize content range, single grade, mixed grade, homogenized, mix loaded without homogenizing and define condition- freshly mined, unweathered, uncontaminated by rock –mud-soil –burnt coals.

GPGSL reserves right to re-negotiate the prices to lower the prices.

6.0. QUANTITY DETERMINATION

Weight of coal determined through draft survey at the Load port by the independent inspection agency appointed by the Bidder would form the basis for quantity for the provisional 90% payment as per Clause 8 (A). Cost incurred pursuant to this activity shall be borne by Bidder.

A vessel draft survey shall be carried out by the independent inspection agency appointed by the buyer at the port of discharge prior to the commencement and after completion of vessel discharging. The certificate of vessel draft survey so determined, indicating the cargo weight at discharge port, shall be final and binding on both Buyer and Bidder. Cost incurred pursuant to this activity shall be borne by Buyer.

7.0. QUALITY INSPECTION

A. LOAD PORT

Sampling and analysis of the coal should be carried out at the time of vessel loading by an internationally reputed independent inspection agency appointed by the Bidder to be approved by GPGSL. Bidder has to send load port sample to GPGSL within 2 days of sample preparation through courier. The costs of draft survey, sending load port sample to GPGSL and sampling and analysis at loading port shall be on Bidder's account.

GPGSL either directly or through its authorized representatives or through an independent inspection agency appointed by it at its discretion and cost can carry out checking of the loading, sampling and analysis process at the load port and at disport and validate the quality and quantity of parameters .

GPGSL either directly or through its authorized representatives or through an independent inspection agency appointed by it at its discretion and cost can carry out the sampling and testing additionally to the bidder appointed agency. Seller shall ensure that the GPGSL representatives can be present during the loading, weighing, sampling and sample preparation and testing .GPGSL representatives have the right to attend the Loading operations at load port and discharge port operations. Bidder shall cooperate to the extent possible.

All charges of independent Inspection Company appointed at load port by the seller/bidder at load port will be paid by bidder.

If, necessary , the technical details of the primary sampling ,sample processing ,testing shall be previewed jointly in advance by inspection company with GPGSL delegates and mutually agreed and monitored for optimum unbiased compliance with the minimum norms of specified standards.

Bidder shall give preference to the mechanical sampling methods/systems for the load port operations for vessel loading. While primary sampling may be done by final manual option during transfer from barges to mother vessel on barges during transfer to mother vessel, all sample processing must be done at the suitably equipped mechanical processing facilities, and gross samples securely packed, marked, and jointly sealed be transported to a suitably equipped mechanical crushing and processing facility compliant with ASTM norms by the bidder nominated Independent Inspection agency. Bidder to ensure not to happen the following –sampling in holds, or part sampling(quality) during the barge loading at shore and part during the mother vessel loading at anchorage (Total Moisture). Primary sampling to be by 'common Total Moisture +General Analysis mode [TMGA] provided by standards .Separate 'size test' primary sample.

At load port the Independent Agency will carry out the sampling and analysis in sublots as per the ASTM standard norms. IIA shall provide all the reports of primary sampling including the details of lot numbers, cargo condition, weather condition, method of sampling, standard of sampling, sampling intervals, start times, sample pick up timings, number of samples collected.

At load port the Independent inspection company will prepare 3 sets of sub lot wise / and composite samples as follows:

- a. One set of bidders split sample to be tested by Independent Inspection Agency.
- b. One set of GPGSL split sample to be delivered to GPGSL office for GPGSL reference.
- c. One set of umpire split sample, jointly sealed to be retained under refrigeration, by the independent inspection company for a period of 60 days from B/L date.

All the split sub lot samples shall be 100 gms each of 250 micron sizing for general analysis & 2 kg each of 4.75 mm sizing, duly jointly sealed by independent inspection company and GPGSL Representative.

Bidder shall promptly notify GPGSL the analysis results of by email within five working days after completion of the loading.

Bidder shall ensure that Independent inspection agency shall issue the certificate of sampling and analysis within reasonable time maximum of 5 days after completion of loading. As soon as certificate of sampling and analysis is made available to bidder, the same to be sent to GPGSL promptly. Independent inspection agency shall submit the reports all individual sub lots and composite sample reports. All individual sub-lots split samples of 250 micron and 4.75 mm has to be sent GPGSL office. Bidder shall ensure that Independent inspection agency shall submit the Primary sampling reports to demonstrate its conformance with standards, back up testing data record and its conformance with standards.

The certificate of sampling and analysis so determined shall be considered for the provisional 90% payment, as per clause 8.0, for the quality of cargo loaded onto the vessel and dispatched The buyer has the right to appoint an IIA to conduct the joint sampling and analysis / witness the loading sampling at Load port at Buyer's cost.

B. DISPATCH PORT

Quality determination as per sampling and analysis certificate issued by independent inspection agency appointed by buyer shall be final and binding for the shipment and the same shall be the basis for final payment purposes (as mentioned in Clause 8(B)). The bidder at its option can appoint an inspection agency / Qualified Personnel from their side to witness the draft survey, sampling and analysis process at disport. In such case, the certificate would jointly be signed by both the inspection agencies (Independent Inspection Authority / Agency appointed by GPGSL and inspection agency appointed by bidder/ Qualified Personnel). At disport the Independent Agency will carry out the sampling and analysis in sub-lots as per the ASTM standard norms.

At discharge port, Independent inspection Agency will prepare 3 sets of sub lot wise / and composite samples as follows:

- a. One set of bidders split sample to be tested by independent Inspection Agency.
- b. One set of GPGSL split sample to be delivered to GPGSL representative or to GPGSL office for GPGSL reference.
- c. One set of umpire split sample, jointly sealed to be retained under refrigeration, by the independent inspection company for a period of 60 days from BL date.

All the split sub lot samples shall be 100 gms each of 250 micron sizing for general analysis & 2 kg each of 4.75 mm sizing, duly jointly sealed by independent inspection company and GPGSL Representative.

- Mechanical sampling shall be preferred for sampling if available. In absence while primary sampling may to be done by final manual option during unloading, all sample processing must be done at the suitably equipped mechanical processing facilities, and gross samples securely packed, marked, and jointly sealed be transported to a suitably equipped mechanical crushing and processing facility compliant with ASTM norms by the bidder nominated Independent Inspection agency. Primary sampling to be by 'common Total Moisture +General Analysis mode [TMGA] provided by standards .Separate 'size test' primary sample.

The cost of sampling & analysis at disport to be borne by Buyer. Certificate of this analysis would be considered as final for quality for the entire shipment.

In case of any dispute, due to variance as per the load port and discharge port sampling and analysis report issued by an internationally reputed independent inspection agency appointed by Bidder at Load port and by internationally reputed independent inspection agency appointed by Buyer at Discharge port, then GPGSL shall forward the referee sample to mutually agreed internationally reputed independent inspection agency.

Moisture analysis as declared at disport to anyways be considered final for referee sample analysis. It is specifically agreed that the analysis results of such referee sample by the above stated agency shall be final & binding on both Parties and the cost of testing of the referee sample shall be borne by the Bidder.

Sampling and analysis shall be made in accordance with the latest revision of the standard methods of analysis for coal in accordance with ASTM standards.

8.0. ADJUSTMENT ON QUALITY VARIATION.

The bidder is to deliver the coal with a range as specified in the *Clause 5* above. No variation in the quality agreed and supplied by the Bidder will be made and consider. For final payment, pro – rata adjustment in the CIF price will be made, if any as mentioned below:

Price Adjustment on Coal Quality:

If the Net Calorific Value (NCV) on 'as received basis' (ARB) as determined and certified by independent inspection agency at loadport above/below 4800 Kcal/Kg, then the base price adjustment will be done on prorata only on CIF price as per the following formula:

Adjusted CIF price PMT = Agreed CIF price PMT x $\frac{\text{Actual NCV (ARB) in the report}}{4800 \text{ Kcal/kg}}$

9.0. PAYMENT TERMS

100% AGAINST LETTER OF CREDIT

Full payment to be paid strictly out of an Irrevocable Letter of Credit (LC) at sight in favour of Bidder to be established by Buyer through banks and in a format acceptable to Bidder. The buyer has the right to seek and avail the Supplier's Credit for 180 days with Usance LIBOR interest rate. LC to be received by and fully workable with Bidder not later than 5 to 7 working days after confirmation of order & LC draft, containing terms & conditions, shared by the Buyer. All charges in India for opener's account. All charges outside India for beneficiary's account. GPGSL has the option to open separate LC for each shipment. Bidder has to take confirmation for loading from GPGSL before nomination of every vessel.

A) 90% (ninety percent) of the CIF Kandla/ Any West Coast Port India value of the shipment shall be payable on presentation of the following documents:

1. 3/3 original clean on board ocean bills of lading endorsed in favour of LC issuing bank marked freight prepaid as per charter party. Detailed B/L instructions to be specified in the L/C.
2. 1 original + 2 copies of draft survey report issued by load port Inspection Company at load port.
3. One (1) Original + Two (2) Copies of Certificate of Origin in three copies issued by Government Authority.

4. 1 original + 2 copies of certificate of weight issued by load port Inspection Company.
5. 1 original + 2 copies of certificate of sampling & analysis issued by load port Inspection Company.
6. Commercial invoice in triplicate for 90% of the CIF Kandla/ Any West Coast Port India value based on documents 4 and 5 above.
7. Marine insurance certificate for 110 percent of CIF value of cargo including Institute Cargo clause (a) covering all risks with deletion of exclusion clause 4.4; including loading / unloading; war, & SRCC risks. Institute cargo clause (a) 2009 from load port to discharge port. This insurance shall be in accordance with the specific terms & conditions provided in the marine cargo open cover with claims payable in India in the currency of certificate of insurance issued.
8. Beneficiary certificate stating that non-negotiable copy of documents mentioned in S. No. 1 to 7 above such as Bill of Lading, Certificate of Origin, Certificate of Sampling and Analysis, Draft Survey Report, Certificate of Weight, etc. have been emailed to Buyers email id within 20 (Twenty) working days from date of Bill of lading.

B. 10% (TEN PERCENT) FINAL PAYMENT

1. The balance 10% (ten percent) of the CIF Kandla/ Any West Coast Port India value of the shipment shall be payable on presentation of the following documents including :
2. Copy of certificate of analysis issued by independent inspection agency appointed by Buyer at discharge port.
3. Lay Time Calculation Certificate showing demurrages/ dispatch duly approved by Buyer and Seller.
4. Final commercial invoice in triplicate on the CIF value of the whole shipment calculated on the basis of the discharge port certificate as per clause 8.0 as reduced by the payment already made against 90% invoice and further reduced Contractual penalty (if any) under Clause 9.0 (A).
5. One copy of Certificate of weight issued by IIA at Discharge port.

Any excess payment made by the Buyer shall be reimbursed by the Bidder within a period of 7 working days to the Buyer's account based on the certificate of sampling and analysis issued by the independent inspection agency/ies mutually agreed at discharge port. In the event of non-payment of the excess amount payable to the Buyer within the stipulated time frame as mentioned above, the Bidder shall pay an interest of 15% per annum upon the outstanding amount payable to the Buyer until it is fully reimbursed.

The final value of the shipment shall be based on discharge port analysis which shall be final & binding for quality and quantity.

10.0. TRANSIT INSURANCE

The Bidder shall undertake at its own cost marine insurance cover for 110% of the contracted CIF value of the cargo including institute cargo clause and also covering all risks including war, SRCC from the load port to Discharge port with a storage coverage of 90 days. The insurance shall be in accordance with the provisions of a standard Lloyd's marine insurance policy with claims payable in India. Bidder shall extend all assistance to Buyer in case of claim thereon for settlement of the claim with the insurers within a reasonable time. The Bidder shall ensure that the vessel deployed is sea worthy and preferably of less than 15 years of age and in case a specific approval for overage vessel is obtained, the overage premium, if any, shall be paid by the Bidder. The vessel should have latest approval by Lloyds / GIC and should not bear the flag of the country with whom India do not have trading relationship.

11.0. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT

All taxes and/or duties on the goods applied by or in the country of destination are on buyer's account. All taxes and/or duties on the goods applied by or in the country of origin are on bidder's account.

12.0. COMPLIANCE WITH STATUTORY ORDERS

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

13.0. MARITIME CONDITIONS

A) NOMINATION OF VESSELS

Bidder to nominate suitable performing vessel to Buyer for acceptance. Buyer to reply within one (1) day intimating acceptance of the nominated vessel, which acceptance shall not be unduly withheld.

B) NOTICES

The Bidder shall notify the Buyer and his port agents at least seven days /five days/ two days and again at least 24 hours prior to the estimated arrival time of the vessel at the port of discharge.

C) NOTICE OF READINESS (NOR)

NOR shall be tendered by the vessel by fax, telex or radio on arrival at the discharge port at any day any time, day or night; whether in port or not, whether custom cleared or not, whether in free pratique or not, whether on berth or not. In case free pratique is not obtained, NOR shall be considered null and void and the vessel shall tender a new NOR does when the vessel is in all respect ready to discharge the cargo. Time not to count from the time vessel is declared not free of pratique up until vessel has been accepted again. In case NOR is tendered on during Port Holidays it will be deemed to be tendered on 0800 hrs on next working day.

D) LAYTIME

Laytime for discharge shall commence 12 hours after the notice of readiness is tendered in accordance with c) above, even if used (EIU). Laytime to cease to count only after vessel completes discharge & all formalities.

E) LAYTIME EXCLUSIONS

Any time lost for the following reasons shall not count as laytime and shall be recorded in SOF:

1. Time used for shifting from anchorage to anchorage, anchorage to berth and berth to berth as ordered by port authorities and all associated activities. (Shifting time from anchor up till anchor drop at the inner anchorage.)
2. Time used for first opening and last closing of hatches.
3. Any time lost due to failure or breakdown of ship's gear or equipment which may affect or delay continued normal discharge operations.
4. Any suspension of port operation due to unfavorable weather condition.
5. Initial & final draft survey time. Time for interim draft surveys due to lighterage operations (if any) will be for Buyer's account.

F) DISCHARGERATE

The Buyer guarantees a minimum discharge rate per weather working day of 24 consecutive hours Sundays/Holidays included (PWWDSHINC) excluding charter party holidays subject to vessel not being worked on these charter party holidays, as per following:-

Port	Kandla/Any West Coast
Discharge Rate (MT)	15,000

G) DEMURRAGE AND DISPATCH

Demurrage and dispatch rates shall be (demurrage, half dispatch) to be advised at the time of vessel nomination. All demurrage or dispatch is to be settled within 15 working days after discharge lay time statement is mutually agreed with supporting documents, like notice of readiness, statement of facts and time sheets.

- H) Once the vessel is on demurrage, she will always remain on demurrage and all time lost shall continuously count as lay time, excluding the exclusions as per clause E above.
- I) If shipping documents are not available to the Buyer at the time the vessel becomes available for discharging, then Bidder shall authorize master of vessel to hand over consignment to the Buyer without presentation of the original bill of lading in which case, consignment is to be released against Buyer's letter of indemnity issued on Buyer's letterhead.
- J) Performing vessel to be single decker bulk carrier and to be maximum 20 years old. Vessel to be classified Lloyds 100 AL or equivalent. Bidder to submit to Buyer certificate of seaworthiness / classification issued by the shipping company or their authorized agent.

K) DETENTION

In the event the vessel is prevented from or delayed in berthing at the discharge ports as a result of Buyer's failure to complete all formalities and process the necessary documentation, etc. and where Bidder has provided Buyer with shipping documents or authorized consignment release under letter of indemnity in good time, then Buyer will be responsible for the costs associated with the detention of the vessel.

- L) Performing vessels to be fixed as per arrival draft provided by the discharge port.

M)Lightening (if any) for receiver's account.

- O)**Bidder to fax to Buyer copy shipping documents for custom formalities within 7 working days after vessel's departure from load port and a minimum of 2 working days before the arrival of the vessel at the discharge port

P) INCOTERMS

The provisions and definitions of INCOTERMS, 2010 latest edition shall apply to expressions and abbreviations used in this agreement, except to the extent it is specifically contrary herein. The title and risk of loss and damage or destruction to the coal in each shipment shall pass from Bidder to Buyer as per INCOTERMS.

Q) SEVERABILITY

Any provision or any part of any provisions in this agreement which is illegal, void or unenforceable shall be severable provided that the rights and/or obligations and/or liabilities of the parties hereunder are not substantially altered thereby. Following any such severance this agreement shall be read and construed as if such severed provisions were not contained herein.

14.0.RISK OF LOSS:

All risks of loss / damage on or prior to unloading of the vessel at the Buyers plant, shall be with the bidder solely.

15.0. RETENTION OF TITLE

Title will transfer progressively from bidder to buyer as payment is received by bidder in their designated bank account from buyer in accordance with payment schedule of clause 9.

16.0. REJECTION

Coal stands rejected once any of the parameters reach the rejection level specified based on figures of analysis results determined/ certified by the approved inspection agency based on the sampling/ analysis performed at discharge port as per the ASTM standard. In case of rejection of coal, both the parties will mutually discuss the issue and will try to resolve the matter amicably. However, Buyer's decision will be final for settlement.

17.0. ISSUANCE OF DELIVERY ORDER

The Bidder or Bidder's shipping agent should issue delivery order for the entire tonnage of cargo shipped to discharge port immediately as soon as the vessel reaches the discharge port.

Any vessel demurrage (pre-berthing delay) on account of Bidder's decision to hold vessel discharge at discharge port is onto Bidder's account.

18.0. ASSIGNMENT

Neither Bidder nor Buyer shall assign the whole or part of its right and obligation hereunder directly or indirectly without the prior written consent of the other party.

19.0. LIQUIDATED DAMAGES (LD)

Subject to Force Majeure Clause, if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Agreement, the buyer shall, without prejudice to its other remedies under the Agreement and after allowing a grace period of 10 days from the scheduled shipment laycan, deduct from the Price, as liquidated damages, a sum equivalent to half percent of the CIF price of the delayed shipment for each week of delay or part thereof subject to a ceiling of 10% (ten percent) of the Total Contract Price.

20.0. FORCE MAJEURE

Bidder shall not be liable to Buyer nor shall the Buyer be liable to Bidder for any delay, interruption or failure in the performance of obligation if such delay, interruption or failure in the performance of obligations hereunder (excluding any obligation to pay money) is due to

or results from any Acts of God viz., fire, flood, storm, earthquake, tempest, embargoes and/or any circumstances beyond the control of any parties, viz., war (whether declared or undeclared), blockade, revolution, riots, insurrection, mobilization, civil commotion, strike, lockout, public enemies, governmental restrictions or control on imports, exports or foreign exchange.

In the event that a delay, interruption or failure occurs or is likely to occur, the party directly affected shall promptly notify the other party by fax of particulars of the relevant event and the estimated tonnage to be affected thereby and supply if possible supporting evidence. The party so affected shall make its best efforts to remove the cause of the delay, interruption or failure and to resume with the least possible delay in compliance with its obligations under this agreement.

Upon removal or resolution of the cause of the delay, interruption or failure the party so affected shall notify the other party by fax of such removal or resolution and of the tonnage affected. deliveries that otherwise would have been made under this agreement during any period in which performance by any party is so prevented shall be made up as soon as practicable, unless such delivery is cancelled by mutual agreement.

21.0. ARBITRATION, JURISDICTION AND APPLICABLE LAW

- A)** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and amendments, if any.
- B)** The tribunal shall consist of three arbitrators. Each party will appoint one arbitrator and these two shall appoint the third arbitrator.
- C)** The language of the arbitration shall be English.
- D)** The place of arbitration shall be Hyderabad, Telangana, India.
- E)** The contract shall in all instances be governed and construed in accordance with Indian Law.
- F)** Hon'ble Court of Hyderabad shall have sole jurisdiction in all matters relating to the arbitration proceedings

22.0. LIABILITIES

Timely delivery and adherence to agreed quality parameters will be the essence of the contract and Bidder will be liable for any breach in this respect but not for any remote damages that are indirect and/or consequential in nature. Bidder's liabilities will be to the extent agreed in the aforesaid clauses of the contract. Buyer will be responsible for the release of payment as per terms and conditions. In case of breach of contract, the Buyer has the right to claim damages in addition to invoking the risk purchase & performance bank guarantee, if any.

23.0. RISK PURCHASE

If the Bidder fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in the contract for purchase of coal, Buyer shall have the liberty to procure the material from an alternate source at the Bidders risk and cost, and the Bidder shall be liable to make good the loss suffered by Buyer in this regard. Similarly, if Buyer fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in the contract for purchase of coal, Bidder shall have the liberty to sell the material to an alternate customer at Buyer's risk and cost, and the Buyer shall be liable to make good the loss suffered by Bidder in this regard.

24.0. WARRANTIES

Except for the warranty of title, no conditions or warranties express or implied, of merchantability, fitness or suitability of the material for any particular purpose or otherwise, are made by Bidder other than that the material conforms, within any tolerances stated, to the descriptions stated herein.

25.0. LIQUIDATION CLAUSE:

Without limiting any other rights that may be available to the liquidation party (as hereinafter defined), in the event that a party hereto (the 'defaulting party') is the subject of a bankruptcy, insolvency or other similar proceeding or fails to pay its debts generally as they become due, the other party hereto (the 'liquidating party') shall have the right, exercisable in its sole discretion and at any time, to liquidate this and any or all other contracts then outstanding between the parties (whether the liquidating party is the Bidder or Buyer there under) by declaring any or all such contracts terminated (whereupon they shall become automatically terminated, except for the payment obligation referred to below) calculating the difference, if any, between the price specified therein, and the market price for the relevant commodity (as commercially reasonable manner at a time or times reasonably determined by the liquidating party) and aggregating or netting such market damages to a single liquidated settlement payment that will be due and payable upon demand therefore.

26.0. TERMINATION CLAUSE Termination

for Default:-

The buyer shall at all times have the right to terminate/short closure of the Agreement for the bidder's default or failure to fulfill the obligations under the Agreement in whole or in part or if the bidder refuses or fails to comply with the provisions of the Agreement or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a period of seven days of being notified as such or fails to perform the work within the time specified.

27.0. MISCELLANEOUS

This tender shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party shall assign or otherwise dispose of any interest or obligation under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This agreement represents the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except in writing & signed by both parties hereto.

No waiver by a party of any breach of contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this agreement. All sums payable by Buyer hereunder shall be paid without deduction or offset of any kind (including, without limitation, deduction or withholding on accounting of taxation, counterclaim, set-off or otherwise). Any and all implied warranties concerning any goods sold hereunder waived to the fullest extent permitted by law.

28.0. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties with respect to the subject matter hereof and all proposals, negotiations, and representations with reference thereto are merged herein.

29.1. CONFIDENTIALITY

The contents of this contract should be kept confidential and shall not to be disclosed to any third party. However, the parties are hereby allowed to disclose all or any information to any regulatory authority or statutory/ legal/judicial/quasi-judicial/administrative body whenever required. Besides, information which are already public or is known to the outside world will not be considered confidential for this purpose.

VOLUME - III
ANNEXURES, FORMS & FORMATS

**ANNEXURE A
PRICE BID SUBMISSION FORM**

Bid Ref No:

Date:

Bidders Name and Address:

To,,

Head - Materials,

GVK Power Goindwal (Sahib) Ltd.,

Paigah house ,156-159, Sardard Patel Road,

Secunderabad 500 003

Telangana India

Ph: 040-27902663 / 64

Dear Sir,

Sub: Bidding Document No _____ for _____

1. Having examined the Bidding Documents No. _____, the receipt of which is hereby acknowledged, we the undersigned, offer Coal under the above-named Package: " _____for GVK Power Goindwal (Sahib) Ltd.,Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties).

S. No	Description (At Discharge Port)	Units	Kandla/ Any West Coast Port	
			In Figure	In words
1	Guaranteed NAR 4800 ARB	kCal/Kg		
2	FOB Price	\$/MT		
3	Sea Freight Load port to Discharge Port	\$/MT		
4	Insurance cost	\$/MT		
5	CIF Price (firm fixed price for the quantity offered)	\$/MT		
7	Total Quantity Offered	MT		

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

We hereby confirm our acceptance and compliance to all the provisions of the Bidding

Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

We further confirm the following:

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

We further confirm the following:

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

We agree to abide by this Bid for a period of 30 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by GPGSL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with GPGSL's written acceptance thereof in the form of GPGSL's Letter of Award shall constitute a binding Contract between us.

We understand that GPGSL is not bound to accept the lowest or any other Bid. GPGSL reserve the right to negotiate with any of the bidder during course of order finalization

We undertake, if our Bid is accepted, to commence work for supply of Coal immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____

Name: _____

Designation: _____ Seal:

ANNEXURE B
FORMATS-QUALIFICATION REQUIREMENT

To,
Head -Materials,
GVK Power (Goindwal Sahib Limited)
Paigah House 156-159 Sardar Patel road,
Secunderabad 500003.
Telangana, India.
Ph; 040-27902663/64

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 12.0 of Volume I of Bidding Document*, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand-alone basis during the preceding financial year as on the last date of Bid submission is not less than INR 200 Crores (Indian Rupees Two Hundred Crores only) or USD 30.30 million and had supplied minimum of 5.0 lakh MT of any type of Non-Coking Coal, in any one financial year during last three financial years.

In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant & experience certificate.

Annual Turnover & Quantity supplies for preceding three years:

Sr. No.	Financial Year	Annual Turnover		Quantity Supplied (MT)
		Amount in Rs.	Amount in USD	
1	2012-13			
2	2013-14			
3	2014-15			

Date: _____

Place _____

Signature: _____

Name :

Designation _____

Seal of Firm

NNEXURE C

Letter of Credit to be issued as **IRREVOCABLE NON TRANSFERABLE AT SIGHT LETTER OF CREDIT**

1.	OPENING BANK	XXXXXXXX
2.	ADVISING BANK	XXXXXXXX
3.	CORROSPONDANT BANK	XXXXXXXX
4.	DATE	XXXXXXXX
5.	APPLICANT	GVK POWER GOINDWAL (SAHEB) LTD.,, 156-159, PAIGAH HOUSE, S.P.ROAD, SECUNDERABAD TELANGANA – 500 003
6.	BENEFICIARY	XXXXXXXX
6.	BENEFICIARY	XXXXXXXX
7.	QUANTITY	XXXXX METRIC TONNE
8.	PRICE	USD XX PER METRIC TONNE
9.	VALUE OF DOCUMENTARY CREDIT	USD XXXXX
10.	PRICE BASIS – INCOTERM	CIF XXXXX PORT, INDIA
8.	FORM OF DOCUMENTARY CREDIT	IRREVOCABLE LC, ACCORDING UCP LATEST VERSION
9.	LATEST DATE OF SHIPMENT	XXXXXX
10.	EXPIRY OF L/C	XXXXXX
11.	PLACE OF EXPIRY	IN INDIA
12.	NEGOTIATIONS	AVAILABLE AT ANY BANK FOR NEGOTIATION ON DRAFTS DRAWN AT LC OPENING BANK
13.	PARTIAL SHIPMENT	NOT ALLOWED
14.	TRANSHIPMENT	NOT ALLOWED
15.	SHIPMENT FROM	RBT Kandla/ Any West Coast Port

16. SHIPMENT TO XXXXXXXX PORT IN INDIA
17. DESCRIPTION OF GOODS 1.2 MILLION MT SOUTH AFRICAN ORIGIN NON COKING COAL
- DATED XXXXX
18. CONFIRMATION MAY ADD(AT THE REQUEST AND COST OF BENEFICIARY)

19. SPECIFICATIONS AS PER CONTRACT ARE:

Specification	Typical	Rejection
NAR	4800 kcal/kg	Min. 4600 kcal/kg
Total moisture	7-9%	Above 10%
IM	3-4%	NA
Ash	26%	Above 30%
Volatile Matter	20-26%	NA
Sulphur	0.8%	Above 0.8%
HGI	50-65	NA
AFT	1250 deg.	NA
Nominal Top Size	0-50mm	NA
Carbon	83.40 - 82.70%	NA
Hydrogen	2.60 – 5.10%	NA
Oxygen (by difference)	5.00 -10 %	NA
Nitrogen	1.20 -1.90%	NA
Fixed Carbon	40-52%	NA

Ash Constituents (Dry)

Silicon Dioxide (SiO ₂)	54.40 %
Aluminum Oxide (Al ₂ O ₃)	30.42 %
Ferrous Oxide (Fe ₂ O ₃)	4.43 %
Calcium Oxide (CaO)	5.45 %
Magnesium Oxide (MgO)	1.05 %
Titanium Dioxide (TiO ₂)	1.66 %
Potassium Oxide (K ₂ O)	0.60 %
Sodium Oxide (Na ₂ O)	0.08 %
Sulphur Trioxide (SO ₃)	2.05 %

QTY: XXXX MT PLUS / MINUS XX PERCENT AT SELLERS OPTION
BASE PRICE: US \$ XXXX PMT CIF XXX PORT, INDIA BASIS GCV (ARB) XXXX KCAL/KG WITH
FRACTIONS PRO RATA

NEGOTIATIONS: AVAILABLE WITH ANY BANK FOR NEGOTIATION ON DRAFTS
DRAWN AT LC OPENING BANK ON SIGHT BASIS

TOLERANCE: +/-10% QUANTITY AND VALUE AT SELLER'S OPTION

Documents:

**1. FOR 90% CLAIM BASED ON LOADPORT CERTIFICATE OF SAMPLING AND
ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT**

3/3 ORIGINAL CLEAN ON BOARD BILLOF LADING MARKED AS FREIGHT PAYABLE AS PER
CHARTER PARTY AND CONSIGNED TO ORDER AND ENDORSED IN FAVOUR OF
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX AND NOTIFY PARTY AS GVK POWER (GOINDWAL
SAHIB) LIMITED, GOINDWAL SAHIB-KAPURTHALA ROAD, VILLAGE & PO –
GOINDWAL SAHIB, TARN TARAN – 143 422 PUNJAB , INDIA. SHOWING PORT OF
DISCHARGE ANY PORT(S) IN INDIA ACCEPTABLE. SHORT FORM, THIRD PARTY, FREIGHT
FORWARDERS AND LASH BILL OF LADING IS NOT ACCEPTABLE. BL SIGNED BY MASTER
OR ITS NOMINATED AGENT IS ACCEPTABLE

- a. 1 ORIGINAL + 3 COPIES OF DRAFT SURVEY REPORT ISSUED BY
INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- b. 1 ORIGINAL + 2 COPIES OF CERTIFICATE OF ORIGIN ISSUED BY
GOVERNMENT AUTHORITY
- c. 1 ORIGINAL + 3 COPIES OF CERTIFICATE OF WEIGHT ISSUED BY
INDEPENDENT INSPECTION AGENCY AT LOAD PORT.
- d. 1 ORIGINAL + 3 COPIES OF CERTIFICATE OF SAMPLING & ANALYSIS
ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT
MENTIONING ALL QUALITY PARAMETERS
- e. PROVISIONAL INVOICE IN TRIPLICATE CLAIMING FOR 90% INVOICE AMOUNT
OF TOTAL CIF SHIPMENT VALUE AFTER MAKING PRICE ADJUSTMENTS FOR
QUALITY IN ACCORDANCE WITH CLAUSE 8 BASIS THE ANALYSIS AND WEIGHT
DETERMINED AT THE LOADING PORT AS PER CLAUSE 9 AND 10 OF THE
UNDERLYING CONTRACT
- f. BENEFICIARY CERTIFICATE STATING THAT NON-NEGOTIABLE COPY OF
DOCUMENTS MENTIONED IN S. NO. 1(a) TO 1(f) ABOVE SUCH AS BILL OF
LADING, CERTIFICATE OF ORIGIN, CERTIFICATE OF SAMPLING AND ANALYSIS,
DRAFT SURVEY REPORT, CERTIFICATE OF WEIGHT, ETC. HAVE BEEN
EMAILED TO BUYERS EMAIL ID WITHIN 30 (THIRTY) WORKING DAYS FROM
DATE OF BILL OF LADING

g. MARINE INSURANCE CERTIFICATE FOR 110 PERCENT OF CIF VALUE OF CARGO INCLUDING INSTITUTE CARGO CLAUSE (A) COVERING ALL RISKS WITH DELETION OF EXCLUSION CLAUSE 4.4; INCLUDING LOADING / UNLOADING; WAR, & SRCC RISKS. INSTITUTE CARGO CLAUSE (A) 2009 FROM LOAD PORT TO DISCHARGE PORT. THIS INSURANCE SHALL BE IN ACCORDANCE WITH THE SPECIFIC TERMS & CONDITIONS PROVIDED IN THE MARINE CARGO OPEN COVER WITH CLAIMS PAYABLE IN INDIA IN THE CURRENCY OF CERTIFICATE OF INSURANCE ISSUED

2. FOR FINAL CLAIM BASED ON DISCHARGE PORT CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT

- a. 1(ONE) PHOTOCOPY OF CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT MENTIONING QUALITY PARAMETERS.
- b. 1(ONE) PHOTOCOPY OF CERTIFICATE OF SAMPLING & ANALYSIS ISSUED BY INDEPENDENT INSPECTION AGENCY AT LOADPORT
- c. 1(ONE) PHOTOCOPY OF LAYTIME CERTIFICATE SHOWING DEMURRAGE/DISPATCH DULY APPROVED BY APPLICANT & BENEFICIARY.
- d. 1(ONE) PHOTOCOPY OF CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT
- e. FINAL COMMERCIAL INVOICE IN TRIPLICATE ON THE CIF VALUE OF THE WHOLE SHIPMENT CALCULATED ON THE BASIS OF THE DISCHARGE PORT CERTIFICATE AS PER CLAUSE 8 & 9B OF UNDERLYING CONTRACT AS REDUCED BY THE PAYMENT ALREADY MADE AGAINST 90% INVOICE AND FURTHER REDUCED CONTRACTUAL PENALTY (IF ANY) UNDER CLAUSE 11.1 OF UNDERLYING CONTRACT MINUS DISPATCH PLUS DEMURRAGE BASED IN DOCUMENT 2(c) ABOVE.
- f. BILL OF EXCHANGE FOR THE FINAL VALUE AFTER ADJUSTMENT OF CONTRACTUAL BONUS/PENALTIES AND/OR DISPATCH/DEMURRAGES, IF ANY.

Special Conditions:

1. PRICE ADJUSTMENT CLAUSE

AS PER CONTRACT

2. ARB EQUALS AS RECEIVED BASIS EQUALS AS RECEIVED
ADB EQUALS AIR DRY EQUALS AIR DRY BASIS EQUALS AIR DRIED EQUALS
AIR DRIED BASIS
INHERENT MOISTURE EQUALS MOISTURE IN ANALYSIS SAMPLE
GCV EQUALS GROSS CALORIFIC VALUE EQUAL GROSS CALORIFIC VALUE
CONSTANT VOLUME
SULPHUR EQUALS SULPHUR (TOTAL) EQUALS TOTAL SULPHUR EQUALS
SULPHUR CONTENT
ASH EQUALS ASH CONTENT
HGI EQUALS HARD GROVE GRINDABILITY INDEX EQUALS HARD GROVE INDEX
NOMINAL TOPSIZE 50MM EQUALS NOMINAL TOPSIZE 0-50MM
AFT (IDT) EQUALS IDT EQUALS ASH FUSION TEMPERATURES REDUCING
ATMOSPHERE INITIAL DEFORMATION EQUALS ASH FUSION TEMPERATURES
REDUCING ATMOSPHERE INITIAL DEFORMATION (IDT) EQUALS AFT (IDT)
REDUCING
DISPORT EQUALS DISCHARGE PORT FC
EQUALS FIXED CARBON
VM EQUALS VOLATILE MATTER

TM EQUALS TOTAL MOISTURE EQUALS MOISTURE
GENERAL ABBREVIATIONS USED TO DESCRIBE SPECIFICATIONS ETC IN ANY
DOCUMENT WILL NOT BE TREATED AS A DISCREPANCY

3. ALL DOCUMENTS MUST BE ISSUED IN ENGLISH LANGUAGE OR CONTAIN COMPLETE ENGLISH TRANSLATION.
4. DOCUMENT MAY BE OF A DATE EARLIER THAN THIS LETTER OF CREDIT ACCEPTABLE.
5. DOCUMENTS ISSUED BY A PARTY OTHER THAN THE BENEFICIARY ARE ACCEPTABLE EXCEPT FOR INVOICE OR DOCUMENTS LISTED ABOVE WHERE AN ISSUER IS SPECIFIED
6. SPELLING MISTAKES OR TYPING ERRORS THAT DO NOT AFFECT THE MEANING OF A WORD OR THE SENTENCE IN WHICH IT OCCURS DO NOT MAKE THE DOCUMENTS DISCREPANT
7. LETTER OF CREDIT TO ALLOW FOR CONFIRMATION TO BE ADDED AT THE COST AND REQUEST OF THE BENEFICIARY.
8. THIS LC IS SUBJECT TO UCP 600 & ANY LATEST VERSION
9. APPLICANT BANK CHARGES WILL BE ON APPLICANT ACCOUNT AND BENEFICIARY BANK CHARGES WILL BE ON BENEFICIARY ACCOUNT
10. DOCUMENTS PRESENTED WITHIN CREDIT VALIDITY ARE ACCEPTABLE.
11. MULTIPLE DRAWINGS ARE ALLOWED.
12. DOCUMENTS PRESENTED WITH DIFFERENT HEADERS BUT SERVING THE SAME PURPOSE ARE ACCEPTABLE.
13. LC MAY BE CONFIRMED AT THE REQUEST AND COST OF BENEFICIARY AND UPON PAYMENT OF CONFIRMATION CHARGES BY THE BENEFICIARY. IF THE LC IS CONFIRMED BY THE ADVISING BANK, NEGOTIATION OF THIS DOCUMENTARY CREDIT WILL BE RESTRICTED TO THE CONFIRMING BANK.
14. DOCUMENTS SHOWING GENERAL DESCRIPTION OF GOODS ARE ACCEPTABLE
15. LC VALUE CAN BE OVERDRAWN AND UNDERDRAWN DUE TO PRICE ADJUSTMENT CLAUSE / DEMURRAGE / DISPATCH ADJUSTMENT IS ACCEPTABLE WHICH CAN BE OVER AND ABOVE THE LC VALUE
16. ORIGINAL SET OF DOCUMENTS MUST BE SENT IN ONE LOT TO THE STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP BRANCH, NEVILLE HOUSE, BALLARD ESTATE, FORT, MUMBAI – 400001
17. GPGSL – mean TALWANDI SABO POWER LIMITED
18. BENEFICIARY'S CERTIFICATE TO THE EFFECT THAT 1 SET OF NON-NEGOTIABLE COPIES OF THE DOCUMENTS (AS LISTED IN ABOVE) HAVE BEEN E-MAILED TO THE APPLICANT.
19. PHOTOCOPIES IN LIEU OF COPIES IS ACCEPTABLE

20. CHARTER PARTY BILLS OF LADING ACCEPTABLE. B/L SHOWING CHARTER PARTY DATE PRIOR TO L/C DATE AND DIFFERENT FROM B/L DATE IS ACCEPTABLE

21. CERTIFICATE OF SAMPLING AND ANALYSIS IN THE STANDARD FORMAT OF INSPECTION AGENCY AND ALSO SHOWING RESULTS FOR OTHER PARAMETERS IS ACCEPTABLE

INSTRUCTION TO PAYING/ACCEPTING **BANK WILL BE SPECIFIED**

- i. DOCUMENTS TO BE FORWARDED BY COURIER TO THE IDBI CORPORATE ACCOUNTS GROUP BRANCH,
- ii. UPON RECEIPT OF CREDIT COMPLIED DOCUMENTS, WE WILL EFFECT PAYMENT AS PER THE INSTRUCTIONS OF NEGOTIATING BANK WITHIN FIVE (5) BANKWORKING DAYS.
- iii. THE TERM 'BANKING DAY' WHEREVER IT APPEARS SHALL MEAN ANY DAY EXCEPT A SATURDAY, SUNDAY AND A DAY THAT IS A BANK OR PUBLIC HOLIDAY IN EITHER OF THE CITIES OF MUMBAI- MANSA- INDIA

(49) CONFIRMATIONINSTRUCTIONS

1) MAY ADD AT BENEFICIARY COST AND REQUEST

(50) PERIOD FOR PRESENTATION

WITHIN THE VALIDITY OF THE CREDIT

BID DOCUMENT FOR PART B

VOLUME –I INSTRUCTION TO BIDDERS

1.0. INTRODUCTION

GVK Power Goindwal (Sahib) Ltd., ("hereinafter referred to as GPGSL/Owner"), a GVK Group company, 2X270 mw one of Punjab's Thermal Power Project for supply of power to PSPCL under PPA arrangement.

GPGSL invites bids for Stevedoring, clearing, Handling, storage, watch and ward, security, forwarding, transportation and delivery of Non coking Coal imported by GVK Power Goindwal (Sahib) Ltd.,(hereinafter named as "GPGSL"), to its Power Plant at Kapurthala Road, Tarn Taran District , Punjab.

GPGSL, therefore, intends to enter into Contract with suppliers for the same. It may be noted that interested bidder may apply for any or all of the above mentioned parts (packages).

2.0. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by GPGSL and GPGSL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have thorough understanding of the applicable requirements for performing supply and services as defined in the scope of work.

3.1 IMPORTANT TIMELINES :

a) FOR CHA:

Date	Event
13-05-2016	Publishing of NIT in newspapers and on GVKPGSL website
13-05-2016	Date of availability of Bid document at GVKPGSL website
23-05-2016	Bid Submission till 12.00 pm at our Chandigarh Office : Mr.Oliver Tyagi /Mr.MVL Sarma- Mobile No: 09948056500 General Manager (PD) GVK Power (Goindwal Sahib) Limited, SCO-1, 2 nd Floor, Sector -17-E, Chandigarh, Punjab , India , Phone : 91-172 2700264 (F) 91 172 2704064
23-05-2016	c) Opening of Non-financial Bids at 03.00 pm at Taj GVK Hotels & Resorts Ltd., Chandigarh
	d) Opening of Price Bids at 4:30 pm at Taj GVK Hotels & Resorts Ltd., Chandigarh (<i>depending upon number of Bidders and time taken for Tech Evaluation</i>)
28-05-2016	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.

4.0. BIDDING DOCUMENTS

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

- Instruction to Bidders (ITB) - Volume-I
- Technical Specifications- Volume-II
- Annexure/Formats/Forms - Volume-III
- Any other document issued/ made available by GPGSL to prospective bidders. The

bidder(s) are expected to read and examine all instructions, forms, terms & conditions, specifications and other information in the Bidding Documents as well as satisfy themselves regarding completeness of Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid in disregard to the requirements of the Bidding Documents in any respect will be at the risk of bidder and may also result in rejection of its bid. (Any inconsistency in the tender document has to be highlighted at the time of submission of the bid. Tender shall be considered as submitted by all the bidders and no modifications shall be entertained thereafter.

GPGSL reserve every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of bid GPGSL may seek additional information/ documents/ declaration from the bidders; failure to furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

Bidder may revert with relevant justification/clarification regarding terms and condition of the tender, if any before firm assurance by buyer & dispatch of first consignment.

5.0. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid exchanged between the bidder(s) and GPGSL shall be in English language. Any printed literature/certificate furnished by the bidder(s) in another language, shall be accompanied by certified translation in English language only

6.0. EARNEST MONEY DEPOSIT (EMD)

The bidders are required to deposit the Earnest Money of Rs 10 Lacs through Bank Guarantee (as per ANNEXURE-A) of equivalent amount from any Indian Nationalized Bank encashable at Hyderabad, India branch or

Demand Draft to be issued in favor of GVK Power Goindwal (Saheb) Limited, payable at Hyderabad, India

Initially validity of EMD shall be for the period of 3 months from date of submission of bid.

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. EMD of successful bidders shall be refunded after receipt of Security Deposit/Performance Bank Guarantee.

Any bid not accompanied by an acceptable EMD, in a separate sealed envelope, will be considered as rejected by GPGSL

7.0. PERIOD OF VALIDITY OF BID

The Bidder shall ensure that its bid initially remains valid and open for acceptance for 30 days from the opening of the Bid.

8.0. SUBMISSION OF BIDS

- Sealed Bids are to be submitted in one original and one copy, containing envelopes as detailed herein below:

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

- 1) Earnest Money Deposit (EMD) of requisite value in the form prescribed in *Clause 6.0 of Volume I*.

Envelope II - Super-scribed as "Technical Bid" shall contain all the documents as elaborated in the Bid for technical acceptance and qualification of the Bid (excluding Bid Price) duly filled in and signed by the Bidder in the following order:

- 1) One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
- 2) Complete company profile
- 3) Documents for quantity supplied in last three financial years.
- 4) Financial Balance sheet for last three year (Annexure C).
- 5) Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.

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

- Price Bid submission form

➤ The above said envelopes nos. I, II & III shall be kept in an overall outer envelope, which shall be sealed and super-scribed with "Bidder's Name and address". "Due date of Opening" & "EMD/Bid Security details" and lower left-hand corner of the envelope shall indicate "EOI reference & date. The Envelope shall be addressed to the following:

Contact Person

Mr.Oliver Tyagi /Mr.MVL Sarma- Mobile No: 09948056500
General Manager (PD)
GVK Power (Goindwal Sahib) Limited,
SCO-1, 2nd Floor, Sector -17-E, Chandigarh,
Punjab , India , Phone : 91-172 2700264 (F) 91 172 2704064

Bids must be received by GPGSL at the above address, not later than the time and date specified at *Clause 3.0 of Volume I*. In the event of the specified date for submission of bids being declared a holiday for GPGSL, the bids will be received up to the appointed time on the next working day. No bid may be withdrawn in the interval between 24 hours prior to the Bid submission deadline and the expiration of the bid validity period specified in the Bidding Document. Withdrawal of the bid during this interval may result in the forfeiture of Bid Security (EMD) submitted by the bidder.

9.0. BID OPENING AND EVALUATION

- a) With respect to the date notified for opening of bids, the first envelope comprising the Earnest Money Deposit (EMD) shall be opened.
- b) For the bidders where contents of EMD envelope are found to be in order and bids are found Responsive, envelope containing Technical Bid will be opened. Bids of other Bidders may be returned without opening. However, opening of the Technical Bid shall not constitute the acceptance of the EMD submitted by the Bidder and the same shall be subject to verification/realization.
- c) Bidder's Authorized Representative may attend the opening of Bids.

10.0 Evaluation of the Price Bid

- 1) Evaluation would be based on the per MT cost delivered at GPGSL plant site after considering L1 cost of package A and L1 cost of Package B and / or both as the case may be.
- 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 3

The evaluation will be done based on the Successful Bidder, whose bids are found eligible and has offered the lowest landed cost to GPGSL, however, GVK at its discretion

can split the quantities and issue one or more contracts depending upon delivery capabilities / quantities offered by the bidders.

- 3) Decision of G P G S L regarding the selection of the Successful Bidder will be final and binding on all the Bidders. GPGSL 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. G P G S L also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial.
- 4) GPGSL's decision with regard to pricing will be final and binding on all the Bidders and GPGSL 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 GPGSL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either GPGSL'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 Lol/Contract/PO, Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder. GPGSL will be free to enter into Contract with any other Bidder participating in the process.

12.0. AGREEMENT/CONTRACT AWARD CRITERIA

The successful bidder, whose bids are found eligible and has offered the lowest price as evaluated by GPGSL, may be considered for placement of award.

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

Price will remain firm and fixed throughout the validity of the contract, compensatory payment shall not be made against whatsoever conditions seen and/or unforeseen.

Note: It may be noted that GPGSL is not bound to award the Contract to the lowest Bidder & reserves the right to re-negotiate the prices.

13.0. LETTER OF INTENT

Prior to the expiry of the period of Bid validity, GPGSL will notify to the Successful Bidder in writing through Letter of Intent (LOI sent by required communication mode i.e. registered post. Email or through courier or by FAX, that its Bid has been accepted). Issuance of Letter of Intent, along with signing of Agreement with the Successful Bidder subsequently will constitute the formation of the Contract.

14.0. BIDDER OBLIGATIONS

The Bidder shall perform the Supplies and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Contract or Agreement with all due diligence, efficiency, and economy, in accordance with prudent accepted professional techniques and practices, and shall observe high ethical practices, and employ appropriate advance technology and advance safety methods. The Bidder(s) shall always act, in respect of any matter relating to the Contract or to the work, as sincere advisers to GPGSL and shall at all times support and safeguard GPGSL's legitimate interests.

15.0. QUALIFYING REQUIREMENT

I. The Qualifying Requirement for the Bidders of this tender shall be as under:

A. The Bidder or their associate company should have handled & Transported minimum of 5 lakhs MT of any type of Non Coking Coal from any port in India, in last three financial years.

B. Financial Qualification Requirement:

The Average Annual Turnover (on stand-alone basis) of the Bidder in the preceding three (3) financial years as on the last date of Bid submission shall not be less than INR 5 Crores (Indian Rupees five Crores only) or in equivalent foreign currency. The Bidder shall furnish his audited balance sheet for last three years.

II. GPGSL also reserves the right to seek such additional information as it may deem fit to satisfy itself for eligibility of the Bidder, The Bids of the Bidders not meeting the Qualifying Criteria shall not be considered for Evaluation purpose.

III. Qualification threshold in Clause 13 of Volume I may be lowered in case of exigencies only at the discretion of GPGSL to ensure wider participation.

Failure of the Successful Bidder to comply with the Bidder's obligation shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD in which event GPGSL may make the award to the next lowest Bidder (L2) at L1 prices and so on. If this does not work out, GPGSL, at its option, may award the Tender to next lowest Bidder at his quoted price and so on. Failure to honor the Award based on his quoted price shall result forfeiture of EMD.

(ii) GPGSL reserves right to re-negotiate the prices to lower the prices

GVK POWER GOINDWAL (SAHIB) LIMITED,

BID DOCUMENT FOR PART B

VOLUME -II TECHNICAL SPECIFICATION

1.0. INTRODUCTION

GPGSL has a requirement of Stevedoring, clearing, Handling, storage, watch and ward, security, forwarding, transportation by Railway rakes and delivery of Non-coking Coal imported by GVK Power Goindwal (Sahib) Ltd., for its power plant at Kapurthala Road, Tam Taran District, Punjab

2.1 DEFINITIONS

- “Berth” shall mean open sea jetty and quay area, with alongside water constructed or to be constructed by Port/s or a barge beaching area.
- “Cargo Material” shall mean the cargo more particularly described in clause 1 of the Special Terms and Conditions attached herewith this Agreement.
- “MT” shall mean 1000 Kilograms (Metric Tonne)
- “Wharf” shall mean any part of foreshore that may be used for loading or unloading the Cargo Material and any wall enclosing or adjoining the same.
- “Plots” or “Godowns” shall mean the space open or covered wherein the Cargo Material is stored by the Port Authorities with the approval of the Customs authorities pending delivery to the Customer.
- “PWWDSHINC” shall mean Per Weather Working Day Sundays and Holidays Inclusive as per the standard international industry practice. Provided, unavailability of per weather working day shall be determined by the Master of the Vessel carrying / to be carrying the cargo of the Customer.
- “Terminal” shall mean the land and Port/s infrastructure of the developed or to be developed at Port/s and includes the following which form part of the Terminal:
 - a. Berths and approaches thereto;
 - b. Equipment and conveyor system at the Berth;
 - c. Dispatch system and allied facilities;
 - d. Miscellaneous items such as firefighting arrangements, rail siding, area lighting, Power & water supply and ancillary facilities etc.
- “Vessel” shall mean any ship used by the Customer or its nominees for, loading and / or discharging Cargo Material. “Applicable Law” shall mean the Act, Rule, Regulation(s), having the force of law enacted or issued by any competent authority in this behalf.
- “Contract” means this Contract/Service Order/Agreement, its Schedules and Annexures together constituting the Contract.

“Bidder’s Representative” means the person nominated by the Bidder from time to time by notice in writing to the Customer to act as Bidder/Bidder’s representative for the purposes of this Contract

- “Day” means English Calendar day.
- “Work(s)” means and includes the totality of the work and services envisaged in the Contract and shall include all labour for related and incidental to or in connection with the commencement and continuation of performance or completion of the same.

3.0. INTERPRETATION

In this Tender, unless the context otherwise requires:

- Words of any gender are deemed to include the other gender;
- Words using the singular or plural number also include the plural or singular number, respectively;
- The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement;
- The term “Clause” refers to the specified clause of this Agreement;
- Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- References to all agreement, documents and / or any other instruments include (subject to Bidder relevant approvals) a reference to that agreement, document or instrument as amended, supplemented renovated or assigned from time to time.
- Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- Any term or expression used but not defined herein shall have the same meaning as attributed to it under applicable law;
- References to the word “include” or “including” shall be construed without limitation;
- Any reference to a day, unless it is specifically mentioned in this agreement, shall mean a reference to a calendar day.
- Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified date shall include both such days and dates.

4.1. SCOPE OF WORK

Scope of work shall broadly include following activities:

- Handling at Kandla/ Any West Coast Port including unloading coal from vessel up on arrival till the coal loaded on to rakes for dispatching to GVK power goindwal sahib power plant at kapurthala dist, Punjab State India. The BIDDER’s obligation is to ensure that the Cargo is delivered upto the plant site at GPGSL.
- On Board stevedoring operations using ship cranes and ship grabs including lightening of cargo at anchorage if required.
- Wharfage.
- Co-ordination with Terminal and Master/Agent of the Vessel for berth in Port.
- C & F documents clearances, Custom documentation, filing, filing bill of entry and other documents inclusive of custom clearance Coordination with Terminal for deployment of personnel & equipment on board Vessel.

- f) Minimizing cargo loss during transferring cargo from berth to allotted stockyards by deploying required manpower during the operations.
- g) Plot allotment & Storage at stockyard.
- h) 24x7 monitoring of the cargo at the stockyard, reducing risks of thefts and other cargo misplacements.
- i) Transportation of cargo from wharf to port designated plot.
- j) Liaisoning with concerned Railway Authorities for allotment of Rakes on continuous basis on an average of two (2) rakes per day till dispatch of entire quantity of coal stored at designated plot. The BIDDER to provide advance intimation of the Rake allotment for which GPGSL shall make good the Railway freight on time.
- k) Cargo shall be dispatched only after all the required formalities with concerned port authorities.
- l) obtain clearance from customs for vessel discharge for the Vessel before commencement of Discharge.

Cargo Discharge/Discharge rate

- Cargo to be discharged on Customary Quick Dispatch (CQD) basis at Kandla/ Any West Coast Port, India within the time lines specified by the respective authorities.
- Once when discharge commences and completion of initial Draft survey, payment of Customs duty (if any) to be paid by the BIDDER and obtain the 'Out of Charge' clearance from Customs and clearance from the Master of the vessel or authorized Representatives of BIDDER.

Intimation of custom duty payable : the Bill of Entry to be filed without any loss of time and the bidder to correctly classify and assess the bill of entry and intimate to GPGSL the custom duty payable for arranging the necessary remittance.

Storage Charges.

- On port, BIDDER shall provide free storage space until 60 days.

Rake loading activities.

- Once the cargo offloaded and reached designated plot of storage the activities for rake loading will start and detailed scope of this activities are as under

Liaisoning with Indian Railways & its Offices:

- The BIDDER shall liaison with Railway Authorities & shall complete all the formalities & indent for rake for placement of rake at Kandla/ Any West Coast Port, India railway siding for dispatch of coal to Goindwal Sahib TPP site.
- The BIDDER shall liaison with Indian Railways for supply of wagons in good condition.
- On placement of rake at the loading railway siding, the BIDDER shall check the conditions of all the wagons supplied. In particular, the BIDDER shall check & ensure that floors & doors of all the wagons are in good condition. In case of Supply of wagons in bad condition, it shall liaison with Indian Railways to get such wagons replaced or declared as sick wagons. The agency shall submit copy of correspondence made in this regard to GPGSL.
- The BIDDER shall shift coal from stock yard to railway siding for loading of coal into rakes.

- On placement of rake at railway siding, the BIDDER shall arrange for loaders, JCB & manpower as may be required for loading of coal into rake.
- The BIDDER shall ensure that coal is loaded into rake within the free time allowed by Railways. In case of failure to load the coal within the permissible free time, demurrage charges levied by Railway Authorities shall be borne by the BIDDER.
- After completion of loading in each wagon, the BIDDER shall arrange for levelling of coal in each wagon prior to rake leaving Kandla / Any West Coast railway siding.
- **Loading Tolerance:** While loading of coal into each wagon, the BIDDER shall take precaution & ensure that coal is being loaded into each wagon within the permissible limits as per extent rules. In this regard, the BIDDER shall be granted under loading tolerance of 2 MT/Wagon & overloading tolerance of 1 MT/Wagon.
- Under loading & overloading charges beyond this tolerance limit shall be borne by the BIDDER & shall be recovered from the payment due to the BIDDER. For this purpose, reconciliation shall be done upon receipt of materials.
- **Railway Freight Payment:** The BIDDER shall inform to GPGSL details of calculation showing estimated amount of railway freight payment against each rake, well in advance.
- The BIDDER shall also provide GPGSL, denominations & nos. of Demand Drafts to be prepared & the name of the account in whose favour the Demand Drafts are to be prepared for making Railway freight payments.
- The estimated railway freight amount to be informed to GPGSL to make them prepare DD as and when rakes are arranged.
- Under no circumstances, the BIDDER shall utilize Demand Drafts prepared by GPGSL for making payment of Railway Freight, Demurrage Charges, and Penal Charges etc. of any other person/party.
- After weighment of rake, the BIDDER shall make payment of railway freight to Indian Railways on behalf of GPGSL by utilizing Demand Drafts prepared by GPGSL & obtain copy of Railway Receipt from concerned.
- The BIDDER shall also send to GPGSL by Fax/E-mail, copy of RR received from CGS towards receipt of payment of railway freight.
- The BIDDER shall send to GPGSL by Fax/E-mail, the copy of Railway Receipt immediately on its receipt.
- The BIDDER shall arrange for delivery of original Railway Receipts at our Secunderabad office.
- The GPGSL shall continuously monitor movement of rake from the time of leaving the loading railway siding till it reaches destination & keep GPGSL regularly updated about its status & also about the expected time of arrival at the destination.
- In particular, the BIDDER shall ensure that rake is not stranded at any place for inordinate time. The BIDDER shall continuously monitor the movement of rake in co-ordination with security guards escorting the rake. If rake is stranded at any location for an inordinate time, the BIDDER shall liaison with Indian Railways for facilitating speedy movement.
- In case any wagon gets declared sick during its movement after weighment but prior to reaching the destination, then the BIDDER shall liaison with Indian Railways & endeavour to get that wagon reach the destination at the earliest with minimum loss of coal.
- The BIDDER shall ensure that the bunching of coal rakes at destination station end is

avoided with coordination with buyer; but at the same time, there should be regular supply of coal rakes at power station end.

- In case of disputes with Indian Railways, the BIDDER shall assist GPGSL in preparation of suitable case for lodging complaints and reconciliation and settlement.
- After despatch of every rake, the BIDDER shall prepare & submit a report providing following information:
 - Ø Time & Date of placement of rake at loading railway siding
 - Ø Time & Date of commencement of loading
 - Ø Time & Date of completion of loading
 - Ø Time & Date of weighment of rake
 - Ø Invoice No. & Date
 - Ø Railway Receipt No. & Date
 - Ø FNR No.
 - Ø Total no. of wagons
 - Ø RR Actual Weight
 - Ø RR Chargeable Weight
 - Ø Railway Freight Amount
 - Ø Demurrage Charges or any other punitive charges levied by Indian Railways, if any.
 - Ø Details of Demand Drafts utilised for making railway freight payment.
 - Ø Details of Demand draft in hand after making payment of railway freight.
 - Ø Any other important remark.
- Both GPGSL & the BIDDER shall furnish to each other, details of contact persons along with their addresses & also procedure for communication, within 1 week of issue of the contract.

Security/Escorting of Rakes:

- The BIDDER shall provide (02 Nos.) security guards for escorting rake from loading point up to destination.
- The BIDDER shall comply with all the Rules & Regulations of Indian Railways for arranging escorts with Rakes & shall make payment for issuing tickets to the security guards. The security guards escorting the rake shall have with them mobile phones in good condition with good battery backup for regular communication.
- The BIDDER shall provide contact numbers of security guards.
- The security guards shall regularly inform GPGSL about running status of rake. In particular, the security guards shall inform about detention of rake at any place enroute.
- The security guards shall prevent theft of coal during transportation from loading siding to destination siding.

Quantity:

- The tender specifies a quantity of 1.2 million tonnes @ 2.00 lakhs MT per month, which needs to be handled.

NOTE: The above scope of work is elaborated for convenience of BIDDER to understand and perform. However, BIDDER is responsible from unloading of the coal from the VESSEL till the coal reach GPGSL plant site at Kapurtala Road, Tarn Taran Dist, Punjab.

5.0. QUANTITY

The tender is for providing services as per the scope of work for the vessels during a period to be brought by GPGSL between June 2016 till November 2016 at Kandla/ Any West Coast Port India. The quantity is however subject to GPGSL's sole discretion to bring cargo to Kandla/ Any West Coast Port, India and GPGSL does not guarantee the quantity to be brought at Kandla/ Any West Coast Port, India. The quantity is also based on Bidder's performance in the first few shipments. In case of congestion, vessel to be diverted to other port after mutual agreement.

6.0. QUANTITY & QUALITY DETERMINATION

GPGSL's nominated inspection agency shall determine weight at Discharge port by Draft Survey. Weight for the purpose of Stevedoring charges & Quantity deemed to be arrived at Port/s shall be taken as B/L or Draft Survey quantity whichever is lower.

Bidder has to deliver all quantity which has arrived in the mentioned vessel & not retain any coal. Any such attempt will lead to termination of the Contract with penalties.

Weight recorded at Port/s Weighbridge (RR weight) shall be final & binding upon the Parties for all reconciliation purposes under this Agreement. Bidder shall be responsible for any Cargo Material loss due to self-combustion of Cargo Material at Port/s. Bidder shall be responsible for Cargo Material quality at any point of time.

The tolerance mentioned above is not the right of the port operator, in case if any cargo is left out post the dispatch of the BL quantity, Bidder shall extend all support to GPGSL in taking statutory clearance in lifting such cargo and subsequent to the GPGSL fulfilling the statutory requirement Bidder shall supply such excess coal.

7.0. DEAD FREIGHT

Bidder will endeavor to load the wagons to the maximum capacity as allowed by Indian Railways; however under-loading tolerance of 2 MT/wagon on rake average basis against Permissible capacity is allowed to Bidder. Any dead freight beyond 2 MT per wagon from Permissible capacity on rake average basis at Kandla/ Any West Coast Port shall be to Bidder's account, Saving in dead freight due to loading below 2 MT per wagon on rake average basis, 50 % of such dead freight saving shall be paid to Bidder by Customer. It will be calculated on tonnage saved multiplied by the freight rate. Accounting for dead freight saving shall be done on Vessel basis for the rakes dispatched in the month and settlement will be done along with the final reconciliation of dispatch quantity from the port.

Any Punitive charges due to overloading detected at loading point shall be to Bidder a/c.

8.0. PAYMENT TERMS

Terminal Handling Charges: Advance 10% of the CHA Service Charges payment will be made within 30 days from completion of discharge of vessel at discharge port on receipt of clear invoice. 60% of the CHA Service Charges shall be payable in two installments after receiving 50% of rakes (according to EDRM) at GPGSL for completion of discharge of vessel. *For Example: For EDRM sanction of 18 rakes, the payment will be made in two installment, 1st after receipt of 09 rakes and 2nd after receipt of 18 rakes at GPGSL.*

Remaining 30% shall be paid upon completion of delivery of the cargo in all respects at GPGSL plant. All the deductions/adjustments as provided in this tender shall also be settled the respective initial/ final invoices as and when they arise. In case some adjustments are not quantified GPGSL shall retain suitable sum from the Invoice and release the Balance payment. Such retained sum shall be settled between GPGSL and Bidder immediately within 07 days on quantification/certification.

All payments would be made by GPGSL to Bidder in accordance with the terms and conditions of this Agreement.

9.0. TRANSIT INSURANCE

It is the responsibility of the Bidder to ensure that their infrastructure is adequately insured and premium is paid up to date. Similarly, it is the responsibility of GPGSL is to ensure that their cargo is adequately insured from Port to Plant.

10.0. DISCHARGE RATE / VESSEL NOMINATION / GUARANTEED UNLOADING RATE / DEMURRAGE / DESPATCH:

The guaranteed minimum discharge rate per weather working day of 24 consecutive hours Sundays/Holidays included (PWWDSHINC) excluding charter party holidays subject to vessel not being worked on these charter party holidays basis minimum 4x 12 CBM or above grabs, as per following:-

Port	Kandla/ Any West Coast
<u>Discharge rates</u>	
Geared (MT)	15000
Gearless(MT)	15000

Laytime to count from commencement of discharge to completion of discharge. Any stoppages not on account of Bidder will not count as laytime. Any stoppages due to shifting of vessel will not count as laytime. Demurrage at the rate in terms of charter party/vessel nomination will be paid by Bidder to the GPGSL. Despatch at half the rate of demurrage will be paid by the GPGSL to Bidder for the time saved on prorata basis. Laytime/ discharge time calculation shall be done in accordance with Statement of Facts (SOF) duly signed by vessel Master. Accounting for the same to be completed within 15 days after the sailing of the vessel

GPGSL shall nominate the vessel with to Bidder & get acceptance before fixing. Along with ETA, GPGSL shall also intimate Bidder, the particulars of the vessel arriving at the Port/s including the size of hatches, hatch wise quantity to be discharged, proposed arrival & departure draft, vessels LOA, Beam, demurrage/dispatch rate and any other information related to the vessel requested by Bidder. GPGSL shall also provide all the documents required by Port/s for acceptance of vessel.

If any Cargo Material related issues resulting in slow discharge and cargo movement to storage yard, then the vessel discharge shall continue and necessary comments regarding cargo nature of cargo to be documented in SOF. Guaranteed unloading rate is basis a) Free flowing cargo, b) Cargo size between 0-100 mm, c) Dust (high fines) free cargo effecting the visibility and thereby hampering discharge operation, in case the cargo of any particular vessel does not fall under the any of the above three parameters, Bidder will highlight the situation to GPGSL and a joint inspection/ survey shall be mutually called for to determine the cargo under said parameters. If survey report confirms the cargo does not follow said parameters then cargo discharge shall be

on best efforts basis. Fee for such inspection/survey charges shall be borne by the Customer.

In case of receipt of Govt. directives for berthing priorities to the cargo of national importance, the Bidder shall in no way be liable to pay any demurrage towards not providing berthing to GPGSL even if there are agreed terms with the GPGSL for giving priority berthing. It has been specifically agreed by & between the Parties that any Govt. directives (Written document) for priority berthing shall be considered as Force Majeure.

11.1. DELIVERY

1. The coal consignment should start reaching GVK Power Goindwal (Sahib) Ltd.,(GPGSL) Works progressively as per dispatch instructions of GPGSL.

Consignee: GPGSL,
GVK Power (Goindwal Sahib) Limited,
Goindwal Sahib-Kapurthala Road,
Village & PO – Goindwal Sahib,
Tarn Taran – 143 422
Punjab , India
Phone : +91 1859 225114

2. Bidder shall ensure that the entire quantity received at discharge port is delivered to GPGSL. Delivery by Railway:-Railway siding details “GVKK 03203299”
3. Bidder shall send on daily basis a MIS of rakes dispatched from West Coast port India and received at GPGSL plants and maintain a complete tracking of enroute.

12.0. LETTER OF DISCHARGE

At the end of the tender, Bidder shall submit the final bill covering all his claims, on any account whatsoever, under the tender. Once the final bill has been submitted, it shall be deemed that Bidder has no other claims of any kind or nature whatsoever under or arising out of or relating to the tender, and that the tender including the arbitration agreement contained therein stands terminated and determined by mutual agreement of the parties and claims and disputes, if any, after the date of discharge letter shall only be settled by suit in court of law and not through arbitration.

13.0. BREACH OF STATUTES

The Bidder shall indemnify GPGSL against all penalties and liabilities of every kind of breach of any statutes, rules and regulations or bylaws as may be applicable for and in execution of the tender.

14.0. LIENS

If, at any time, there should be evidence or any lien or claim for which the GPGSL might have become liable and when is chargeable to the Bidder, GPGSL shall have the right to retain out of any payment then due or thereafter to become due to an amount sufficient to completely indemnify GPGSL against such lien or claim and if such lien or claim be valid, GPGSL may pay

and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Bidder . If any lien or claim remain un-settled after all payments are made, the Bidder shall refund or pay to the GPGSL all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

15.0. ASSIGNMENT

Bidder shall not sub contract any part of the work without the prior written approval / clearance of GPGSL.

16.0. FORCE MAJEURE

Bidder shall not be liable to GPGSL nor shall GPGSL be liable to Bidder for any delay, interruption or failure in the performance of obligations hereunder if such delay, interruption or failure is due to or results from war, blockade, revolution, riot & fire, insurrection, military mobilization, civil commotion, strike or Act of God, provided that port delays like berthing delays, congestion at port, draft etc. are not to be considered as force majeure conditions.

Both parties agree to endeavor to minimize the effect of Force Majeure conditions to whatever extent they can & mutually agree on alternative courses of action either in anticipation of or after the force majeure conditions after the normalcy is restored.

The party whose performance is so prevented or delayed shall promptly give written notice to the other party with, if possible, supporting evidence and shall take reasonable steps to make good the loss and resume its performance with least possible delay.

17.0. ARBITRATION, JURISDICTION AND APPLICABLE LAW DISPUTE RESOLUTION

Each Party shall designate in writing to the other Party a Representative, who shall be authorized on their behalf to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof (a "Dispute", which term shall include any counter-claim of either Party) in an equitable manner and, unless otherwise provided herein, to exercise the authority of the Parties to make decisions by mutual agreement. If the designated Representatives are unable to resolve any such Dispute within 30 days of such Dispute being brought to their notice, such Dispute shall be referred by such Representatives to a senior officer designated by each party, who shall attempt to resolve the Dispute within a further period of 30 days. The Parties agree to use their best efforts to attempt to resolve all Disputes arising hereunder promptly, equitably, amicably and in good faith, and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

Any dispute or difference arising out of or in connection with the Tender and which cannot be

amicably settled between GPGSL & Bidder shall be settled through arbitration. The same shall be referred at the written request of either party to the Arbitral Tribunal of three arbitrators comprising one nominee from each of GPGSL and Bidder and an Umpire to be appointed by the two arbitrators by mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the provision of Arbitration and Conciliation Act 1996 (No 26 of 1996) and the Rules.

The arbitration shall be conducted at Bathinda; shall be conducted in English Language and the award of the arbitrators shall be final. The parties agree that the Hon'ble Court of Bathinda shall have sole jurisdiction in all matters relating to the arbitration proceedings. Subject to the Arbitration Clauses herein above referred to, any suit or proceedings to enforce the rights of GPGSL and Bidder shall be instituted and tried in Bathinda court. Laws of India shall apply. The vendor agrees to comply with the GPGSL code of conduct.

18.0. RISK PURCHASE

If Bidder fails to adhere to the delivery schedules and other terms and conditions contained in this Tender, GPGSL will have the liberty to procure the services from an alternate source to mitigate suffering, at the risk and cost of Bidder and Bidder shall be liable to make good the loss incurred by GPGSL in this process.

19.0. TERMINATION CLAUSE

TERMINATION OWING TO CHANGE IN GPGSL'S OPERATIONAL NEEDS:

This Tender is made on the express understanding between the Bidder and GPGSL that GPGSL's operational needs are likely to any change substantially during the currency of the tender, should at any time during the currency of the tender, substantial change in operational needs occur, making it impracticable for GPGSL to take services as estimated at the time of conclusion of this tender, GPGSL shall notify such change to the Bidder promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In the event that no such agreement is reached, this tender shall stand terminated without any financial implication on either side without prejudice to the rights of either parties on any matter pertaining to the performance of the tender prior to and/or up to such termination.

TERMINATION FOR DEFAULT

The GPGSL shall at all times have the right to terminate the tender for the Bidder's default or failure to fulfill the obligations under the tender in whole or in part or if the Bidder refuses or fails to comply with the provisions of the tender or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to perform the work within the time specified. In such an event the GPGSL may get the whole or residual part of the services from other Bidders at the risk and cost of the Bidder.

In case of cancellation of order owing to failure of Bidder, the amount due to him on account of services effected by him, if payable, shall be paid to him only after due recoveries as per provisions of tender and that too after alternative arrangements to complete the services, has been made.

20.0. NON WAIVER

The failure of either party to enforce at any time any of the provisions of the Agreement, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be waiver of such provision, nor in any way to affect the validity of this Agreement or any part thereof, or the rights of either party thereafter to enforce each and every provision.

21.1. MUTUAL AGREEMENT AND EXTENTION:-

This tender can further be extended as per the same terms up to a further period as may be mutually agreed between GPGSL & the Bidder.

The essence of this tender is the satisfactory performance of the Bidder as per the terms and conditions of this tender.

VOLUME - IV
ANNEXURES, FORMS & FORMATS

ANNEXURE A

PROFORMA OF BG FOR EARNEST MONEY DEPOSIT

To,
Head -Materials,
GVK Power (Goindwal Sahib Limited
Paigah House 156-159 Sardar Patel road,
Secunderabad 500003.
Telangana, India.
Ph; 040-27902663/64

Dear Sirs,

Guarantee No. _____ **Amount of**

Guarantee: Rs.10.00 Lakhs

Guarantee cover from:..... To

The undersigned, constituted under the.
.....having its Head Office at and amongst other
places a Branch, at (hereinafter called "the Bank") taking into
consideration that M/s.with its Registered Office
at.....(hereinafter called the "Bidder"), have received a tender
enquiry for _____ for GVK Power Goindwal (Sahib) Limited,
Kapurtala Road, Tarn Taran Dist, (Punjab) (hereinafter called the "Principals").

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

DECLARES:

Hereby to Guarantee irrevocably up to a maximum amount of ` the due fulfillments by the Bidder of their obligations in this regards, and consequently undertakes to pay, without demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder, to Principals on their first written demand (signed by a Associate General Manager of the Company with date and amount in `) all that which the Principals declare that Bidder are due to them in this respect, such with due observance of the maximum amount.

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

The bank shall not be released of its obligations under these presents by any exercise by the Principals of its liberty with reference to matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Principals or

any other indulgence shown by the Principals or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the bank.

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

This Guarantee comes into force from the date of this Guarantee and will remain valid up toand, so that claims, if any, must have been received latest by the undersigned on at the Bank’s Office at Mansa.

This Guarantee is not negotiable or assignable.

Please return this Guarantee to us for cancellation on expiry.

Notwithstanding anything herein contained, our liability under this guarantee shall:

- 1. Our liability under this Guarantee is restricted to `**
- 2. Guarantee shall be valid up to**
- 3. We are liable to pay the guaranteed amount or any part thereof towards full & final settlement of our liability under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the date of expiry of this Guarantee.**

Dated at Hyderabad day of _____, 20XX.

LIST OF BANKS FOR ISSUANCE OF EMD

Domestic Suppliers		
Any Nationalized Banks in India		
Private Sector Banks		
ICICI Bank Ltd	Yes Bank Ltd	HDFC Bank Ltd.
IDBI Bank Ltd	Axis Bank Limited	IndusInd Bank Ltd.
Foreign Banks		
Citi Bank	Deutsche Bank Ltd	The Hongkong and Shanghai Banking Corporation Ltd
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		
Foreign Suppliers		
Any bank that is globally rated at least "A" by S&P / Moody's / FITCH		
In case of other banks, the same needs to be confirmed by any of the Banks in India from above list for Domestic Suppliers		

ANNEXURE B
PRICE BID SUBMISSION FORM

Bid Ref No:

Date:

Bidders Name and Address:

To,

Head -Materials,
GVK Power (Goindwal Sahib Limited)
Paigah House 156-159 Sardar Patel road,
Secunderabad 500003.
Telangana, India.
Ph; 040-27902663/64

Dear Sir,

Sub: Bidding Document No:

_____ for

2.Having examined the Bidding Documents No. _____, the receipt of which is hereby acknowledged, we the undersigned, offer Coal under the above-named Package: " _____ for GVK Power Goindwal (Sahib) Ltd.,Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties).

S.No.	Description	Units	Kandla/ Any West Coast Port	
			CHA scope	In words
A. PAYABLE BY CHA				
1	Guaranteed DischargeRate	MT		
2	Handling Charges	Rs/MT		
3	StatutoryCharges	Rs/MT		
4	Any other Charges. Please specify	Rs/MT		
5	Total CHA Service Charges(2+3+4)	Rs/MT		
B. PAYABLE BY GPGSL				
6	Custom Duty (payable by GPGSL)	Rs/MT		
7	Railway Freight (payable by GPGSL)	Rs/MT		
Grand Total (A+B)		Rs/MT		

Bidder should quote complete break-up for handling & stevedoring charges, etc.

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

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

We further confirm the following:

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

i. We further confirm the following:

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

We agree to abide by this Bid for a period of 30 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by GPGSL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with GPGSL's written acceptance thereof in the form of GPGSL's Letter of Award shall constitute a binding Contract between us.

We understand that GPGSL is not bound to accept the lowest or any other Bid. GPGSL reserve the right to negotiate with any of the bidder during course of order finalization

We undertake, if our Bid is accepted, to commence work for supply of Coal immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____

Name: _____

Designation: _____

Seal

ANNEXURE C
FORMATS-QUALIFICATION REQUIREMENT

To,
Head -Materials,
GVK Power (Goindwal Sahib Limited)
Paigah House 156-159 Sardar Patel road,
Secunderabad 500003.
Telangana, India.
Ph; 040-27902663/64

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 13.0 of Volume I* of Bidding Document, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand-alone basis during the preceding financial year as on the last date of Bid submission is not less than INR 200 Crores (Indian Rupees four Hundred Crores only) or USD 30.3 million and had supplied minimum of 1 MMT of any type of Non- Coking Coal, in any one financial year during last three financial years.

In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant & experience certificate.

Annual Turnover & Quantity supplies for preceding three years:

Sr. No.	Financial Year	Annual Turnover		Quantity Supplied (MT)
		Amount in Rs.	Amount in USD	
1	2012-13			
2	2013-14			
3	2014-15			

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Seal of Firm