

GVK POWER (GOINDWAL SAHIB) LIMITED

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

Document No.: GVK/COAL/2017-18/01 Dt.28.02.2018





**BID DOCUMENT
FOR**

**LIASON, LOGISTICS, HANDLING AND TRANSPORTATION OF (ROM) COAL
FROM VARIOUS MINES OF CCL, TO THE NEAREST RAILWAY SIDING AND
FURTHER DISPATCH THROUGH RAILWAY RAKES TO GVK POWER (GOINDWAL
SAHIB) PLANT SITE KAPURTHALA ROAD, GOINDWAL SAHIB, TARAN TARN
DIST. PUNJAB.**

**FOR
GVK POWER GOINDWAL SAHIB LIMITED**

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GENERAL TERMS AND DISCLAIMERS

1. This Bid Document is not an agreement or an offer by GVK Power (Goindwal Sahib) limited,(GPGSL)to the prospective Bidders. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid.
2. This Bid Document is based on material and information available with GVK Power (Goindwal Sahib) Limited and in public domain.
3. Though adequate care has been taken to ensure the accuracy, reliability and completeness of the information/facts stated in this Bid Document, the Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said information/facts. Neither GPGSL, its employees nor its consultants/advisors will have any liability to any Bidder or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Contract, the information supplied by or on behalf of GPGSL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Contract.
4. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by GPGSL, to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
5. Bidder shall inspect and examine the infrastructure at mine, approaches, routes and at GPGSL and obtain all information required and satisfy itself regarding all matters and things before submission of Bid for the satisfactory completion of work, the quantities of various sections of , submission of the Bid for to ensure satisfactory completion of work when once contract is awarded. Also to check the availability of local labour, and rate of materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
6. By participating in the Bid process, each Bidder shall acknowledge and accept that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of GPGSL or any person working in the Bid process.
7. GPGSL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by the GPGSL any time before the due date of opening of the tender. Notice of such change will be uploaded on GPGSL's website www.gvk.com under quick links.
8. Each Bidder unconditionally agrees, understands and accepts that GPGSL reserves the rights to accept or reject any or all Bids without giving any reason. GPGSL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.

9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to GPGSL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. GPGSL also reserves the right as to whether to implement or not to implement the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.
10. GPGSL reserves the right to abandon the tender process resulting in non-award of contract to any party against this tender process, if the prices discovered prove to be uneconomical/not beneficial to the overall interest of GPGSL or are significantly higher than comparable industry benchmarks. GPGSL's decision in this regard shall be final and binding on all the bidders.
11. It shall not be binding on GPGSL to accept the lowest or any bid. It shall not be obligatory on the part of GPGSL to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
12. GPGSL reserves the right to reject any or all of the Bids received without assigning any reasons. GPGSL shall not be responsible for and will not pay any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions.
13. GPGSL reserves the right to split the tender quantity, as it deems fit amongst the bidders. The part order should be acceptable to the bidder at the same quoted rate, terms and conditions. Moreover, in the event of placement of part orders, distribution of the quantity shall be at the sole discretion of GPGSL and the same shall be binding on the bidders.
14. The quantities may vary depending upon the decision of GPGSL and/or allocation of coal by Coal Companies as per the FSA from time to time. GPGSL reserves the right to vary the quantity of (ROM) coal on month to month basis.
15. Contractor shall not assign the Contract without the written consent of GPGSL. However, GPGSL shall have the right to assign the Contract without consent of the Contractor.
16. Contractors shall comply with applicable requirements/policies of CCL and or CIL related to release and handling of coal during the tenure of the contract including safe custody and prevention of misuse of coal.
17. **Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.**
18. Contractor to comply all requirements of tripartite agreement signed between CCL, GPGSL and CIMFR/QCI/ISM for third party sampling and testing at loading point and by GPGSL at unloading point.
19. Unless otherwise specified, reference to any document that is required to be submitted implies that the same has to be submitted in original.

20. Changes/amendments to PO which are nonmaterial in nature and which do not have material financial impact may be approved by Vice President & Head Materials & Management of GPGSL. While all the likely scenarios have been anticipated and provided for in the tender document, in case of any un-anticipated scenario, same will be dealt with prudent business practices and as per the requirement of GPGSL.
21. GPGSL reserves right to award contract(s) anytime within the validity of prices.
22. In case, the prices discovered in this tender for any of the CCL area for a particular mine -siding combination are higher than discovered during the earlier work orders issued, then the lower of the two will be considered,
23. However, the quantities for which purchase orders would have been issued, will be un-effected from the prices discovered through this tender. In case, PO (s) with old tender prices is continued, then beneficial features of the new tender will be applied to the PO (s), subject to mutual agreement.
24. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.

25. Important Timelines:

Date	Event
28 th February 2018	Date of availability of Bid document at GPGSL website
6 th March 2018	Pre-bid meeting to be held at our Corporate office; GVK Power (Goindwal Sahib) Ltd., 156-159, Paigah House, S.P.Road, Secunderabad - 500 003
9 th March 2018	Last date for receipt of comments/suggestions (latest by 18:00 hrs)
12 th March 2018	Issue of final document/ changes
15 th March 2018	Bid Submission Due Date at 11:00 Hrs at our Corporate office
18 th March 2018	Opening of Technical Bids at 11:30 Hrs at our Corporate office
18 th March 2018	Opening of Price Bids at 14.30 Hrs at our Corporate Office
20 th March 2018	Selection of Successful Bidder and issue of LoI/ Award of Contract

Note:

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

VOLUME I. INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

GVK Power (Goindwal Sahib) Limited (GPGSL), a wholly-owned subsidiary of GVK Energy Limited, has successfully commissioned 2X270 MW Thermal Power Plant at Kapurthala Road, Goindwal Sahib, Tarhan Taran Dist, Punjab. Both Units are in operation.

Coal for this power plant is being primarily sourced through Linkage from various mines of CCL. FSA is executed for 17,00,000 TPA of ROM coal sized (-) 250 mm at an average of 150,000 Tonnes per month.

GPGSL is proposing to engage reputed and competent Transporters / Contractors for Liaison, logistics, handling, and transporting Coal from mines to plant via road cum rail mode including all incidental activities. Contractor shall assist GPGSL in resolution of various issues including taking lead as appropriate.

2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the bidder	Documents Required to be submitted
Technical Qualification Requirements	A.Experience in liason, logistics,, handling and transportation of coal from CCL and other subsidiaries of CIL.	15-20 Lakh MT/year	1. Certificate issued by Statutory Auditors based on the POs/Work orders. 2. Self-certified copies of the POs/Work orders. 3. Summary of POs/WO's duly certified by Statutory Auditors.
	B.Experience in co-ordination with Railways/CCL and other subsidiaries of CIL	15-20Lakh MT/year	
	C.Experience in loading of coal in wagons.	15-20LakhMT/Year (Quantity per year executed during any one of the recent three Financial Years including FY 17-18).	
Financial Qualification Requirements	Annual Turnover of Bidder in any one of the recent three Financial Years including FY 17-18).	Rs.100 (Hundred) Crores	Turnover duly certified by Statutory Auditors as per Annexure-III (B).

Notes:

- Bidding through Consortium** (max 2 members) including Lead Member **is permitted**. Each of the Consortium Members has to furnish the requisite EMD individually i.e. EMD amount would be double for a Consortium than for a single Bidder. Consortium agreement is to be furnished as per

the prescribed format. In case of consortium, either of the members can meet the qualification requirements. However, **Member fulfilling the Financial Qualification Requirements can only be nominated as lead member.**

2. In case of lack of competition (preferably three bids per siding), Qualification thresholds may be lowered upto 50% to ensure wider participation. While GPGSL's preference is to have minimum three parties in the fray per siding/mine, GPGSL may proceed with fewer Parties.
3. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a declaration to this effect duly certified by its Statutory Auditors or a certificate to this effect from its Statutory Auditors.
4. GPGSL reserves the right to reject Bids of Bidders/disqualify Bidders who have record of poor quality/delivery for past supplies. This will be based on the assessment of Tech Sub Committee.
5. Coal lifted, handled, and transported and loaded into rakes as a part of washing contract would be eligible for consideration against required experience for technical qualification as above.
6. Party have to submit declaration as per format of ANNEXURE XVI for the siding for which offer is being made. In case of new siding that is notified for loading of coal after this requirement is not applicable.

3. PREPARATION AND SUBMISSION OF BIDS

3.1 PREPARATION OF BID: -

3.1.1 The main bid proposal envelop shall comprise of Cover-A, Cover-B & Cover-C as under:

SL NO	Envelope	DOCUMENTS TO BE SUBMITTED
01	"A" shall contain in original	I. The Price Bid as per Annexure IV appropriately sealed. If any bidder submitting price bids for more than one subsidiary,
02	"B" shall contain in original	<ol style="list-style-type: none"> I. EMD DD/RTGS Confirmation mail from GPGSL/Original BG as per Annex. No. XVII II. Power of Attorney (POA) in favour of Authorized Signatory. (Annex II) III. Covering letter as per format (Annex I). IV. Consortium Agreement as per the format (if applicable-Annex. XV). V. Indicating Subsidiary participating for (Annex. XIV).

03	“C” shall contain the documents as mentioned in hard copy and scan copy of the same in One (1) CD.	<p><u>Original:</u></p> <p>I. Latest version of Bid documents including clarifications, each page duly stamped and signed by the authorized representative of the Bidder</p> <p><u>Original along with one self-certified copy:</u></p> <p>II. <i>Certificates issued by Statutory Auditors are required against financial qualification requirement. (Annex III-B)</i></p> <p>III. <i>Declaration/certificate regarding non-audit of accounts of preceding year</i></p> <p>IV. The documents required to demonstrate Technical qualification (Annex III-A)</p> <p>V. PO/WO copies with summary of the same duly certified by Statutory Auditors.</p> <p>VI. Details of company ownership structure and Directors.</p> <p>VII. Any other document forming part of responsive check and obligatory for evaluation of bid.</p>
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All of the above should be enclosed in an outer envelope/box (Main Envelope).

Note: As per Note-6 of clause 2 (Qualification Requirement), prequalified bidders required to submit requisite documents of envelope A, envelope B (except EMD) and point i, ii, iii of envelope C.

EMD

- 3.1.2 In the event of any discrepancy between “the original” and any copy of the bid, interpretation by GPGSL as per the original bid shall prevail. In event of the any computational error, the element wise quoted price will be considered as correct bid.
- 3.1.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected. Any bidder specifying conditions/suggestions that are in material contravention with the terms of may be debarred from participation in the future bid process as decided by GPGSL.
- 3.1.4 The Bidder shall quote prices/rates for complete Scope of Work at Clause. No. 2 Vol. III and other terms and conditions of the Bid Document, as per format of Annexure IV. The bid and supporting documents prepared by the bidder shall be in English language. Documents that are neither in English nor in Hindi shall be supported with notarized English translation. The prices shall be indicated in figures with landed price to be indicated in figures and words.
- 3.1.5 Documents shall be legible. Erasures and other changes shall be countersigned by the Authorized Signatory.
- 3.1.6 **SUBMISSION OF BID: -**
- 3.1.7 Bidders shall submit their Bids at the following address by the date and time mentioned in Clause 21 of Vol-I of General Terms and Disclaimers.

Address ‘Paigah House’, 156-159 Sardar Patel Road, Secunderabad-500003

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

- 3.1.9 GPGSL shall not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered during transit by post/courier. Any Bid received after the expiry of the time specified for receiving the same is liable to be rejected.

4. BID OPENING AND EVALUATION METHODOLOGY

- 4.1. The envelope B will be opened in the presence of GPGSL tender committee, Bidder's authorized representative and PSPCL representatives (if deputed) as per the timelines specified.
- 4.2. Envelope "B" shall be opened and evaluated for "Responsiveness" as per the following chart:

SL N	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Does the main envelop contain Cover "A", "B" and "C"?				
2	Does the Cover "B" contain original EMD, POA and covering letter?				
3	Is the EMD is of required amount and having required validity?				
4	Is the POA as per specified format?				
5	Is the Covering letter as per specified format?				
6	Is the Bid unconditional/non-suggestive?				
7	Are the price bids for each subsidiary are in separate envelope?				

- 4.3. Bids which are not complete in all aspects as stipulated above and/or without the tender fee/EMD are liable for rejection. GPGSL Tender Committee may accept any non-material/ minor deviations. The right of decision whether any deviation to be qualified as non- material/ minor deviations is reserved with GPGSL tender committee and PSPCL nominated officials (if deputed) for tender process.
- 4.4. Then Non-financial bids (**envelope "C"**) to be opened for bidders who meet the responsiveness requirements.
- 4.5. Then Price bids (**envelope "A"**) of the qualified bidders (who meet the qualification requirements) shall be opened in the presence of GPGSL tender committee, Bidder's authorised representative and PSPCL representative (if available) in according with the timelines mentioned.
- 4.6. The Qualified bidders will be intimated in advance regarding the schedule for opening of the price bid.

- 4.7. All documents submitted as a part of bidding process will become property of GPGSL and are not returnable.

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

4.8. Evaluation for Qualification:

Following documents will be evaluated for determining qualification:

- a. Certificate from Statutory Auditors for technical requirement and financial qualification requirements.
- b. Declaration/ Certificate regarding non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.
- d. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- e. Feedback obtained and recorded by Technical Subcommittee (TSC) of GPGSL as per the format (Annexure-XI) will also form a significant part of evaluation process. Tender Committee, based on the recommendation of TSC may decide not to qualify any particular bidder.

4.9. Evaluation of the Price Bid

The Bids shall be evaluated on the basis of lowest quoted charges per MT for Liaison, Logistic, lifting, handling and transportation to nearest Railway siding and further dispatch through Rakes to GPGSL plant (Rs / MT) including all taxes and duties as applicable individually for every mine group- siding combination.

5. NEGOTIATIONS AND AWARD OF CONTRACT

GPGSL reserves the right for negotiations as per prudent business practices and/ or in consultation with PSPCL and as per directions of PSERC (if any) and in compliance with Supreme Court order of Civil Appeal no. 179 of 2017.

6. BID CURRENCY AND VALIDITY

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

7. EARNEST MONEY DEPOSIT

- 7.1 The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 1,00,00,000 (One Crore only) in the form of either a Demand Draft in favour of GVK Power (Goindwal Sahib Limited, payable at Secunderabad, Telangana State, India which shall be valid as per validity table in clause 9 of Vol.-I.

EMD in form of Bank Guarantee, as per annex. XVII will also be accepted.

Bidding through Consortium (max 2 members) including Lead Member **is permitted**.

Each of the Consortium Members has to furnish the requisite EMD individually i.e. EMD amount would be double for a Consortium than for a single Bidder.

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

On award of PO to successful bidders.	Qualified bidders on whom PO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of PO and submission of CPS whichever is later	Within 10 working days of acceptance of PO by other parties on which POs are released cumulatively for full tender quantity or price bid validity whichever is earlier.	Within 15 working days from the opening of the non- financial bids provided EMD is not liable to be encased as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be encased as per the succeeding notes.

GPGSL shall have the right to en-cash/forfeit the EMD if:

1. the Bidder withdraws his Bid during the validity period of the Bid;
2. the Bidder, after opening the Bid withdraws or modifies the Bid document
3. the Bidder conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid that has material impact on the performance required under the Contract, or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process.
4. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Intent (LOI)/ Purchase Order within the specified time limit
5. The Successful Bidder fails to sign the Contract within the required period stipulated herein.

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

8. CONTRACT PERFORMANCE SECURITY

- 8.1** Upon selection of the Successful Bidder, GPGSL will intimate to the successful bidder that PO(s) are expected to be released. Successful Bidder has to then submit **Contract Performance Security (CPS) equivalent to 10% of the basic Order Value or Rs. 2,00,00,000 (two Crores only) whichever will be higher**, in form of DD payable at Secunderabad, Telangana or Bank Guarantee as per the format provided by
- 8.2** CPS shall be maintained throughout the tenure of the contract as a security for satisfactory performance. In case of any unsatisfactory performance CPS may be encashed in part or full. In case of encashment in part or full, contractor shall replenish the same within 2 weeks, to maintain the security.
- 8.3** The CPS amount shall be returned to the Contractor after the settlement of final bill, after deducting any amount due to GPGSL from the Contractor. No interest shall be payable to the Contractor on the amount of CPS.
- 8.4** In case of bidding through Consortium, each Member to furnish the required CPS individually.

9. VALIDITY TABLE

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 1,00,00,000/- (Rs one Hundred lakhs Only)	Valid for 90 days
Price Bid (Annex. IV)	N/A	90 months (For allotment of Coal)
Performance Security (CPS)	10% of the basic Order Value or Rs. 200 lakhs whichever will be higher	90 days beyond PO tenure.

1. PERIOD OF CONTRACT AND ALLOCATION STRATEGY

1.1 Period of contract:

Till receipt of quantity (at GPGSL Plant) materialized against coal allocated to GPGSL till 31st March 2019, the period may be further extended as per mutual agreement.

1.2 Quantity to be offered & Distribution amongst successful bidders:

- (a) Minimum quantity to be offered for the scope of work is upto **40 rakes per month or 17,00,000 TPA**, for the period from 01-04-2018 to 31-03-2019 from a particular siding. DO's/RO's would be issued during this period, work as per the scope may get spilled over beyond this period. Monthly requisitioning and allocation to various Contractors will be decided by GPGSL.
- (b) **Quarterly Quantity (QQ)**

The Annual Contracted Quantity for the Year, as per Clause 4.1 shall be divided into Quarterly Quantities ("QQ"), expressed in tonnes, as follows:

I st Quarter (April – June)	25% of ACQ
II nd Quarter (July – September)	22% of ACQ
III rd Quarter (October – December)	25% of ACQ
IV th Quarter (January – March)	28% of ACQ

(c) Monthly Scheduled Quantity (SQ)

The Month Scheduled Quantity ("SQ") shall be one third (1/3rd) of the QQ

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

GPGSL prefers to have two Contractors per mine. To begin with, a small quantity may be ordered as a trial quantity. As a prudent practice, GPGSL may award to L1 Bidder for a particular mine up to 70% of quantity to be handled from that mine (limited to quantity offered by the Bidder) and then to L2 Bidder for balance quantity and so on at the L1 prices or at negotiated prices or respective prices quoted by the Bidders as decided by GPGSL in consultation with/as directed by appropriate authorities. The ordered quantity will be limited to offered quantity. However, this is not binding, if in GPGSL's opinion this is not in its interest and GPGSL may decide as deemed fit. In case quantities to be handled in a particular month are lower than the minimum quantity that is required to be handled as above, GPGSL may decide not to split the quantity for that month. In the event, the bidder is not successful in completing the trial order to the satisfaction of GPGSL, PO may be short closed and appropriate cost may be recovered from the payable/s to the contractor or from Performance Security Amount.

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

2. PRICE & PRICE BASIS & IT'S EFFECTIVENESS:

- 2.1 The Bidder shall quote its most competitive prices as per scope of work in price bid format for a mine-siding combination.
- 2.2 Price would be firm for executing scope of work for the allotment till 31st March 2019 or completion of the allocated quantity for the respective mines.
DO's/RO's would be issued during this period, work as per Scope may get spilled over beyond this period.

3. QUANTITY DETERMINATION

- 3.1. Weighment of rakes will be carried out on in-motion weighbridge (IMWB) at GPGSL. **Net received weight of a rake** will be derived by reducing **tare weight of a rake from Gross weight of that rake as recorded in IMWB at GPGSL**. The contractor at its option may depute its representative(s) to witness the weighment jointly at GPGSL and also sign on the register dedicated for the purpose with observations if any. However, weighment process will not be suspended or stopped in case of absence of the representative of the Contractor for any reason or refusal of the representative of the contractor to sign.

- 3.2. IMWB Calibration, certification/ stamping by Legal Metrology, will generally be carried out once a year or as required under Statutory provisions as per "In Service Inspection" requirements of RDSO document. GPGSL will provide calibration certificates if requested by the contractor.

GPGSL will undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology. In case of highly erratic weighment recorded at IMWB, the case may be jointly discussed and based on severity and occurrence of such incidences for more than 10% of rakes received in a month, GPGSL will endeavor for action as appropriate post comparing such abnormality with rakes received from other bidder contractors during that period. Any efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections will be considered as a serious default on the part of the Contractor

- 3.3. When GPGSL in-motion weighbridge is not operational for any reason or weighment not registered on IMWB, following treatment will be applied to arrive at GPGSL net weight:

Scenario	When both gross and tare weighment of at least 90% of wagons is recorded.	When both gross and tare weighment of less than 90% of wagons is recorded.
Procedure	Avg. transit loss of the wagons for which weight is recorded will be extrapolated to remaining wagons of the rake.	Issue will be discussed and decided mutually. In case of infrequent/genuine occurrence, RR wt. may be considered.

- 3.4. Any other contingency may be mutually discussed and settled.

- 3.5. Net adjusted quantity of Coal received at the Plant i.e. quantity worked out by GPGSL after carrying out adjustment due to TM% variations with respect to the Base Parameters, if any, grossed up for allowed transit loss of 0.8% will be applicable for the purpose of payment.

4. QUALITY DETERMINATION

A.GPGSL receipt end coal quality determination:

- 4.A.1. Though GPGSL has the right to do the pre-dispatch testing and sampling through a Third party before the rakes leave to the plant, the sampling and analysis of Coal received at GPGSL plant will be as per the provisions of relevant BIS by a Third-Party Agency (TPA)/STC (as per applicable BIS standards) appointed by GPGSL. Normally, sampling would be done through mechanical sampling system. In case of exigencies suitable alternative option will be resorted to based on mutual agreement from case to case basis.
- 4.A.2. The supplier's representative may physically witness the sample collection, preparation and final packing of the reserve sample however for testing of main sample they will be given access to witness. GPGSL's TPA will cooperate with supplier's representative in the process. However, in no case supplier's representative will in anyway have the liberty to interfere in the process of TPA. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by GPGSL. The dispute is to be registered / raised through email/ letter to GPGSL, as per prescribed format as in **annexure-XII**, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by GPGSL.
- 4.A.3. Supplier acknowledges that GPGSL has given the opportunity to **witness the process of sampling and testing in good faith**. In case of any dispute, option for testing of reserve sample must be based on justification acceptable to Plant Head of GPGSL. It may be noted that GPGSL receives coal from multiple sources/ suppliers and thus the system has intrinsic advantage of cross-validation which can help to assess and eliminate frivolous disputes.
- 4.A.4. Wherever CCTV monitoring room facility is available, physical access to the sampling & testing process will be restricted however, for testing of reserve sample, physical access to testing facility will be allowed.
- 4.A.5. To deal with the multiple consignment workloads the process of sampling and preparation is done on round the clock basis, TPA would carry out the process as per the time deemed suitable for the purpose. It is the responsibility of the supplier's representative(s) to be available at all times at the sampling and preparation locations (including reserve sample package location) and to get information on the consignment identification from TPA.
- 4.A.6. Once GPGSL has given opportunity to **witness sampling** representative of supplier is required to sign the documents/ reserve sample packet. In case of non-compliance to the

same, the whole process will be deemed as witnessed and accepted by the supplier.



4.A.7. GPGSL may request Supplier to withdraw representative who is not diligent and/or is not cooperative in the process.

4.A.8. Reserve samples (samples for repeat testing) will be preserved in the GPGSL laboratory under sealed condition in locked cupboard/suitable storage facility for 30 days from the date of packing in safe custody of GPGSL..

4.A.9. Normally, Quality reports will be generated within 7 days of receipt of the rake and same will be communicated to the contractor.

4.A.10. Dispute regarding testing of samples and results thereof:

4.A.11. Dispute will be entertained only if:

(a) It is found to be in accordance with clause 4.A.2.

AND

(b) The results of the samples disputed are beyond the repeatability limits (as per BIS 1350 Part I & II) with respect to the average results for the balance undisputed rakes of the month. This aspect will be assessed at the end of the month once results of all samples are available.

4.A.12. The SOP for testing of reserve sample /repeat testing sample will be aligned to the requirements of applicable clauses in the document.

a) The sealed Sample bearing signatures as appropriate will be removed from its secured storage space by GPGSL with advance intimation of 96 hours to the Supplier to enable him to be present during the process of removal and opening of reserve sample.

b) The entire process of opening and extracting required quantity from the reserve sample packet will be captured in a CCTV camera / photographed and balance quantity will be repacked and will remain property of GPGSL. This retained samples may be used in case of any inadvertent loss of extracted sample (spillage/ contamination, etc.)

c) Sample will be air dried in a secured room in GPGSL premises. Placing the sample in air dry room, locking the room under joint signatures on the seal and thereafter unlocking and removal of sample post completion of air drying period will be captured on the CCTV camera/ photographed. The room will not be opened till the air-drying process is complete In case the CCTV camera is not operational for whatever reason, required events will be video graphed / photographed

d) Further testing activities of the reserve sample will be carried out as per the provisions of applicable standards **with physical witnessing by the contractor.**

e) In case of testing of reserve sample for GCV, bomb calorimeter will be calibrated as per BIS 1350 part-II 1970 prior to testing. Once the accuracy of bomb calorimeter is established, sample will be tested as per applicable standards. In case of testing of reserve sample for Ash, the latest calibration certificate of Muffle furnace may be produced on demand by contractor prior to testing.

f) Prior to testing GCV / ASH, contractor's representative shall sign in the register as an endorsement of having witnessed and confirmed the entire process.

The results of reserve sample so tested will be final and binding on both the parties and cannot be challenged further by either of the parties and final result shall not form part of the dispute under clause 12.8.



g) In case the contractor fails to attend the entire process despite 96 hours' notice, one more opportunity may be extended based on acceptable justification for absence. In case supplier fails to avail the second opportunity as well then reserve sample will not be tested and dispute will be treated as closed.

4.A.13. In case the results of the samples disputed are beyond the repeatability limits (as per BIS 1350 Part I & II) with respect to the average results for the balance undisputed rakes of the month, else, the original test result will prevail.

4.A.14. Any coal that is received at GPGSL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by GPGSL.

4.A.15. It may be noted that access to sampling and CCTV footage area for witnessing testing is provided by GPGSL in good faith and in the interest of transparency. Any misuse of this by contractor or its representative will be viewed seriously and may result in disqualification / blacklisting of contractor, including denial of this access for balance period of supply. Maximum 3 authorized persons (1 person per activity like sampling, preparation and analysis/reserve joint sealing and signing) will be permitted at a time. Presence / interference of any extra representative will be viewed as unnecessary and violation of the privilege. Repeated violation may lead to cancellation of gate pass and banning of entry in the premises. **Contractor will endeavor not to keep same representative for a period beyond 3 months at a specific witness location (sampling, preparation/ testing of quality and in-motion weighbridge location and to change / rotate them every quarter.**

4.A.16. In case the CCTV system for witnessing the analysis is not available for some time; physical access will be provided to testing area in the lab.

4.A.17. In case the result of GCV is not commensurate with the Ash %, the specific cases will be mutually discussed / investigated to explore the reason for such mismatch.

5. The service charge will be adjusted based on the following:

5.1 Adjustment on account of Higher TM%:

CIMFR/QCI/ISM declared weighted average moisture for the batch of rakes will be ceiling limit for TM%. For every 1 % increase in TM%, the received coal quantity will be reduced by 1% on prorata basis as illustrated above in 5.1.

Special: precautions/Dos/Don'ts

1. Any intentional addition of water/moisture, if detected by GPGSL after coal lifted from mines, will be treated as material breach of the requirements and an event of default.
2. **Any swapping of coal (i.e. replacing good quality coal with bad quality coal) or retention of any coal that is lifted on behalf of GPGSL will be treated as material breach of the requirements and an event of default.**
3. Coal lifted on behalf of GPGSL has to be loaded in to the rake as soon as possible. In case the same is required to be stored at some place other than loading siding/platform, it will be done with prior written consent of G P G S L . Adequate preventive measures against deterioration, pilferage (that can result in financial loss to GPGSL) should be taken by the Contractor (like covering with tarpaulin, providing 24*7 security, marking surface with lime stone or any other suitable measures including but

not limited to the ones suggested by GPGSL). The cost of making such arrangements would be borne by the Contractor.

4. The tippers deployed for transporting coal must be equipped with GPS which will be monitored both by the Contractor and GPGSL. Non-compliance would result in penalty of 1% of the service charge (basic). Repetitive non-compliance may result in termination of the contract.
5. Record of dispatch of truck from mines and receipt of the coal at siding/any other locations should be maintained by the bidder. The same will be monitored by GPGSL.
6. Suitable patrolling of vehicles shall be engaged for en-route patrolling from the lifting point of coal to loading into rakes. Contractor has to ensure the movement of the vehicle from lifting to loading without any stoppage.
7. Any damages to railway siding/wagons during loading has to be borne by the bidder.

5.2 Penalty on account of Grade Slippage:

Batch of rakes received at GPGSL in a Calendar Month.

1. The adjustment for quality/GCV adjusted payable service charge will be as under. Slippage is computed as difference between EGCV determined at the plant and by CIMFR/QCI/ISM (final results, including that of Referee) for the Batch:

<i>GCV Plant vs CIMFR</i>	<i>Formula applicable</i>
Penalty	pro-rata basis

NOTE:

- a. Normally lifting is not to be done where CIMFR is not operational. However, in case of exigencies, GPGSL may permit lifting on case to case basis by specifying additional safeguards. In this case, penalty No. 5.2 will not be applicable.
- b. For the case, where CIMFR is operational but due to any specific reason same could not under-taken for certain quantity, results available for the sampled quantity of the same DO/SO will be extrapolated for the un-sampled quantity. However, this extrapolation will only be done if results of minimum 50% quantity will be available.
- c. In case CIMFR sampling is operational for less than 50% of quantity, GPGSL may decide to lapse this quantity. In this case, penalty No. 5.2 will not be applicable.

5.3 Penalty on account of Under-loading and over-loading:

While loading of coal into each wagon, the agency shall take precaution & ensure that coal is being loaded into each wagon within the permissible limits as per extant rules. In this regard, the agency 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 agency & shall be recovered from the payment due to the agency.

Under loading/Overloading charges in excess of tolerance limits shall be recovered from agency on actual basis. For this purpose, reconciliation shall be done on fortnightly basis.

5.4 Compensation for short delivery/lifting

- 5.4.1. If for a Year, the Level of Lifting by the contractor falls below the Annual Contracted Quantity (ACQ) with respect to that Year, the contractor shall be liable to pay compensation to the GPGSL for such shortfall in Level of Lifting, as the case may be ("Failed Quantity") in terms of the following:

Lifting of Coal in a year	Percentage of Penalty for the failed quantity (at the rate of weighted average of Notified Prices plus taxes, of Grades of Coal Supplied)
Below 75% but up to 65% of ACQ	0 – 10
Below 65% but up to 50% of ACQ	10 – 40
Below 50% of ACQ	40

- 5.4.2. The penalty payable shall be computed in the same manner as done slab-wise for computation of income tax. However, unlike income tax, the percentage of compensation shall grow on linear basis within each slab.
- 5.4.3. The GPGSL shall be entitled to modify/amend the penalty levels as specified at Clause 5.2.1 as per change by CCL in FSA .\

5.4.4. Level of Delivery:

Level of delivery with respect to a year shall be calculated in the form of percentage as per the following formula.

$$\text{Level of delivery (LD): } \frac{(DQ+DDQ+FM+RF) \times 100}{ACQ}$$

Where:

LD: Level of delivery of coal by the seller for the year

DQ: Delivered quantity, namely aggregate actual quantities of coal delivered by the seller for the year

DDQ: Deemed delivered quantity, reckoned in the manner stated in clause 5.4.7

FM: Proportionate quantity of coal which could not be delivered by the seller in a year due to occurrence of a force major acts affecting the seller and /or the purchaser, calculated as under:

$$FM = \frac{ACQ \times \text{Number of days lost under applicable force majeure act(s)}}{365}$$

Note: For the purpose of calculation of 'No of days lost under applicable force majeure acts, affecting both the parties shall be counted only once.

RF: Quantity of that could not be supplied by the seller for the year owing to the railways not allotting the wagons or not placing wagons for loading, inspite of valid indent /offer submitted by the seller to the railways against valid program(s) submitted by the purchaser for this purpose.

5.4.5. Level of Lifting

Level of Lifting with respect to a Year shall be calculated in the form of percentage as per the following formula:

$$\text{Level of Lifting (LL)} = \frac{(\text{ACQ} - \text{DDQ}) \times 100}{\text{ACQ}}$$

Where

LL = Level of Lifting of coal by the during the Year.

ACQ = Annual Contracted Quantity

DDQ - Deemed Delivery Quantity

5.4.6. For the purpose of computing DDQ, the weight per rake will be (to be specified by the CCL), which shall be used for calculation of compensation from either the Purchaser or the CCL.

5.4.7. Deemed Delivered Quantity (DDQ)

For the purpose of this Agreement, the aggregate of the following items provided under Clause 5.2.8.1 and Clause 5.2.8.2 shall constitute the Deemed Delivered Quantity with respect to a Year.

5.4.6.1 For supply of Coal by rail

- (a) The quantities of Coal not supplied by the CCL owing to omission or failure on the part of to contractor submit the requisite rail program(s) as per extant procedure with respect to the Scheduled Quantity.
- (b) The quantity of Coal not supplied by the CCL owing to cancellation, withdrawal or modification of the rail programme(s) by the contractor after its submission whether before or after allotment of wagon(s) by railways.
- (c) The quantity of Coal not supplied by the CCL owing to GPGSL's failure to pay and/or submit/maintain IRLC, as applicable, in accordance with Clause 12.1.2(ii) of FSA.
- (d) The quantity of Coal not supplied by the CCL owing to CCL exercising the right of suspension of supplies in terms of Clause 15 of FSA.
- (e) The quantity of Coal offered by CCL in terms of Clause 4.3 not accepted by the Purchaser.

5.4.6.2 For Supply of Coal by road/ropeways/MGR/belt conveyor

- (a) The quantity of Coal not supplied by the CCL owing to the GPGSL's failure to pay and/or submit IRLC, as applicable,
- (b) The quantity of Coal not supplied by the CCL owing to the CCL exercising the right of suspension of supplies in terms of Clause 15 of FSA.

- (c) The quantity of Coal not supplied by the CCL owing to the contractor's failure to place the requisite number/type of transport at the Delivery Point for delivery of Coal within the validity period of the sale order/delivery order.
- (d) The quantity of Coal offered by CCL in terms of Clause 4.3 not accepted by the Purchaser.

However, on presentation of a certificate from appropriate authority by the contractor from CCL to the effect that CCL have not offered / supplied that quantity (i.e. short lifted qty.) of coal to the contractor, depending upon the genuineness of the case, no recovery may be made from the bills of the contractor. In such a case, contractor to try and get assurance from CCL for making good the lapsed quantity in subsequent months. No penalty is payable by Contractor in case GPGSL decides for lapsing coal.

In following case this penalty will not be applicable:

- a. Delay from GPGSL side in issuing requisite documents to commence lifting.
- b. On-off in sampling by CIMFR, resulting in loss of day.
- c. Restrictions at GPGSL plant end.
- d. Lifting get forced slow-down due to non-availability of rakes. In this case, sufficient indents must get placed by contractor and rigorous efforts/liasing with railway to be made for early placement of rakes.
- e. Force Majeure like situation in coal mines.

5.5 Penalty/LD on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO:

The firm should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake qty. Indents may also be placed in advance.

It is expected that rake would be dispatched within two weeks of placing indent, failure to do so will attract penalty as under.

Time Period for dispatches	Penalty
a. Zero Date	Indent placement date or lifting of corresponding quantity
b. First 2 weeks	Nil penalty
c. > 2 and <= 4 weeks from Zero date.	1% of basic (notified) price of coal per week delay (on pro rata basis).
d. > 4 weeks from Zero date.	2% of base price of coal per week delay (on pro rata basis) capped at 15% of basic (notified) price of coal.

Above penalty will be computed with nominal rake quantity of 4000 MT/rake. No excuse for unavailability of the crushed coal or unavailability of the rakes will be entertained.

This clause is not applicable in the case dispatches are regulated (delayed dispatch) by GPGSL.

No Penalty for delayed dispatch shall be applicable for retaining part rake quantity.

5.6 Penalty on ROM Shortfall Quantity:

Penalty for the shortfall quantity for entire quantity of the DO/Group of Dos, shall be applied at the rate of 2 x (Notified Base Price of coal including applicable taxes/charges, royalties, cess on ROM Coal x Shortfall Quantity).

Shortfall Quantity = Lifted quantity (X) less delivered quantity adjusted for TM% (Y).

If X-Y is positive, then a penalty will be applicable as follows (like in income tax slabs):

- a) 0 to 0.8% = NIL
- b) > 0.8% to <= 1.5% = Rs 100 per MT
- c) > 1.5% to <= 2% = Rs 500 per MT
- d) > 2% = 2 X Pit Head Coal Cost (as charged by coal company Inclusive of tax and duties)

In addition to above, transit loss (RR weight-GPGSL weight), will be also monitored on rake to rake basis. In case of any major variation, GPGSL may issue appropriate directions.

Disposal of any part rake quantity that is left with the contractor at the end of the contract will be decided mutually and in case, it is not possible to return the same to GPGSL, recovery at the rate 2 x (Notified Base Price of coal including applicable taxes, royalties, cess on ROM Coal x Shortfall Quantity will be made.

This penalty will not come under capping and recovered at actual.

5.7 Penalty due to excessive oversized coal: Demurrage paid by GPGSL for unloading end, will be shared between contractor and GPGSL in 50:50 ratio. However, demurrage imposed at loading end will be 100% borne by contractor.

5.8 **Penalty due to Foreign Material: Foreign Material like plastic Tarpaulin, Sand, stones, Bajri, tramp iron pieces, concrete blocks etc. are not to be loaded into the wagons failing which the service charges proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. The assessment of quantum of oversize coal/foreign material/stones shall be jointly done by GPGSL & CHP team and Contractor's authorised representative (if present) by visual inspection as measurement is not feasible.**

5.9 Chronology of penalty and adjustment application to arrive at net payable:

- (a) The gross service charge for the batch (received at GPGSL in a Month) will be arrived at by multiplying the payable quantity with Grade slippage adjusted service charge / Recovery as per 5.2.2.
- (b) From the gross service charge computed as above the penalties as per clauses 5.2.3 to 5.2.8 will be calculated & recovered.
- (c) **Normally all the penalties will be first recovered from the gross payable against a monthly invoice and thereafter will be recovered from the CPS amount. Over all Penalties / Recoveries (excluding 5.2.6, penalty due to shortfall quantity), if any from contractor, will be capped at Rs. 50 Lakhs for a batch/ Rs. 2.0 Lakhs per rake, whichever will be lower.**
- (d) **In case of invoking / recovering of penalty from CPS amount the contractor would be required to top up the CPS amount within one week of intimation by GPGSL, in case the same is not replenished in one week of time failing which GPGSL at its own discretion may resort to action as appropriate including**

6 BILLING AND PAYMENT TERMS

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

6.1 The Contractor will raise invoice for the batch i.e. all the rakes received at GPGSL in a calendar month in triplicate, based on accepted grade.

6.2 The bills are to be submitted along with the following supporting documents, included but not limited to:-

Copies of corresponding RRs.

i. Statement showing RR No. Invoice No., Wagon No. and the net weight.

ii. Copy of weighment certification by GPGSL

iii. Copy of Quality reports of loading end (CIMFR/QCI/ISM)

iv. Copy of GPGSL receipt end coal quality reports.

v. Certified working for deriving payable quantity.

vi. Co-relation for the quantity of Coal lifted and loaded on to rake for quality comparison.

6.3 The eligible payments will be released after various recoveries/adjustments as per the following procedure:

(a) GPGSL will release the payment against **invoice** through EFT (Electronic Fund Transfer) up to **75% of eligible amount** for all the rakes in a batch as admissible, which will be computed on basis of provisional accepted grade and thereafter applying all other penalties & adjustments as applicable, **within Thirty (30) working days from the date of receipt of such undisputed invoices (complete in all respects)** at the GPGSL's designated office(s) located at the Corporate office. **In case there is no net payable i.e. GPGSL will recover any amount from the Contractor for the Batch, such recovery (100%) will be made from CPS held by GPGSL or adjusted from any payables that are due to the Contractor.**

(b) Further once credit note/supplementary invoice is received from CCL based on CIMFR tested grade (including referee results if any), **the payable will be recomputed** however in any case if this **recomputed payable is lower than 75% of the initial computed payable as in (a) above**, then the final payment will be retained as per initial 75% payment amount already made as per (a),

else the revised payable as per recomputed amount as in (b) will prevail and balance payment will be done in **30 days** of availability of credit note/ supplementary invoice based on CIMFR/QCI/ISM results including the results of referee testing.

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

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

To,

GVK POWER (GOINDWAL SAHIB) LIMITED
Kapurtala Road, Goindwal Sahib,
Tarhan Tarn Dist. Punjab

VOLUME III SCOPE OF WORK

1. GUARANTEED (BASE) PARAMETERS

SL NO	Parameter	Value/Description
01	Size of coal	As invoiced to GPGSL
02	Allowable weighted average TM.	TM% as per CIMFR/QCI/ISM results will be allowed.
03	Allowable weighted average fines below 2.0 mm in coal.	25% of TM adjusted GPGSL receipt weight

2. SCOPE OF WORK

Detailed activities to be performed by the contractor are as under:

2.1. Allocation of coal:

- a) Contractor to track and update GPGSL for any coal offered by CCL in Road Cum Rail Mode/only Rail mode and assist in documentation like submission of requisition letter, getting the allocation letter issued, tracking ROM coal payments etc.
- b) In addition to the sources from where CCL offer coal, contractor will coordinate with coal company to arrange offer from other preferred sources to GPGSL.
- c) GPGSL will process the payment through RTGS to CCL's account based on the estimated ex- colliery cost of Coal of that grade. Contractor to assist GPGSL in resolving the issue related to price, receipt of payment to CCL account etc. Contractor to ensure the issuance of Delivery order/Release order and ensure the availability of same.
- d) Contractor to undertake the due diligence of the coal quality available for lifting from the sources allocated by CCL, to ensure that only good quality coal is secured and lifted for GPGSL.

Transportation:

- e) Post issuance of Delivery order/release order, contractor shall take delivery of Coal of appropriate quality and size of coal on behalf of GPGSL and assure lifting rate is as per GPGSL's requirement to ensure complete lifting in the delivery period.
- f) Contractor to arrange at their own cost the enabling resources like equipment required for lifting of coal from designated mines as indicated and directed by CCL, trucks/tippers for transportation of coal from CCL mines to nearest railway loading siding, coal unloading equipment/arrangement at Railway siding & equipment for loading of coal into rakes.
- g) Contractor on behalf of GPGSL shall validate/sign the weighment sheet as well as daily LR summary statement issued by CCL. Contractor shall collect the delivery challan and arrange to send on daily basis in soft and submit in original for the week's lifting at appropriate office of GPGSL.

- h) Contactor will ensure that copy of CCL Invoice (tipper wise/daily wise as per the prevalent practice) lifted against the release order is available on the next working day and also arrange to provide the excel summary of invoices for daily lifting. The summary should be reconciled prior sending to GPGSL on daily basis. In case of any mismatch between the actual lifting and invoicing or in any other issues, contractor has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured timely.
- i) In general, all documentations related to transportation and incidental activities in the scope will be primarily carried out by the Contractor. GPGSL will support as appropriate.
- j) Contractor to arrange for the transportation of coal lifting by road mode from mines to loading Railway siding and stacking the same at Railway siding without being mixed with any foreign material / impurities so as to maintain the quality.

2.2. Indenting, Loading into Rakes:

- a) Contractor shall assist GPGSL in submitting the Railway Programme as per the lifting pattern and on submission of the same, contractor shall coordinate with RAILWAYS/appropriate authority for sanction of Railway program from office of Director Railway movement Kolkata.
- b) Contractor shall submit adequate number of indents as per sanctioned programme for placement of empty rakes within the valid period for complete materialization of coal without lapsing of any quantity or sanctioned programme.
- c) Contractor shall load into the wagons on train load basis and take care the incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, contractor shall try and get NHL/N-BOX rakes which are in good condition.
- d) Contractor has to ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior loading GPGSL's consignment.
- e) The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distances thereby efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Rail authorities prior to loading of Coal. Contractor has to get such wagons declared as sick wagons.
- f) Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges. Any demurrage, penalties and extra charges are to be passed on to the contractor's account.
- g) Contractor to collect the RRs from Railway authorities and to arrange for handing over of the same to GPGSL concerned person and email the readable scan copy immediately so that at least the scan copy is inevitably made available with GPGSL before the rake reaches GPGSL.

- h) Contractor to comply with all the formalities, modalities & legal issues of CCL, RAILWAYS, state government and all applicable law of land from time to time and will indemnify GPGSL against any default what so ever.

At each loading siding contractor will have to deploy D155 or equivalent dozer and do the crushing so that big size coal gets crushed/broken.

- i) Fee for placement of indents will be paid by contractor.

2.3. Monitoring of Rakes:

- a) The contractor shall take measures to avoid the diversion/holdups of the rakes en-route.
- b) Contractor shall track the movement and keep a record of each rake till placement at designated delivery point. Contractor for its own interest may provide escorts to ensure avoiding pilferages during transit and monitor the rake movement from time to time.
- c) Contractor shall keep a record and track of sick wagon and shall arrange to mobilize the same with subsequent consignment. Contractor shall assist GPGSL in lodging the claim of sick wagon so as to ensure timely receipt of the consignment.
- d) Contractor to supervise proper loading of rake on train load basis and monitoring the transportation of rake up to GPGSL so as to minimize the losses to GPGSL including but not limited to transit loss.
- e) Contractor to ensure control on oversize coal/stones, so that it is not over 200 mm in significant quantities. If need be, contractor shall arrange for crushing of coal at Railway loading siding before the same is loaded on to Railway rakes.
- f) Contractor shall keep a record and track of sick wagon and shall arrange to mobilise the same with subsequent consignment. Loss to GPGSL due to sick wagon(s) has to be borne by contractor
- g) Contractor has to assist GPGSL in reconciliation between CCL for the advance paid by GPGSL and coal value billed by CCL related to the supplies under the contract.

2.4. Set-up of GPGSL in respective subsidiary for coordination: GPGSL will maintain set-up / establishment for coordination with Govt. authorities to support / assist contractor.

2.5. Sampling & Testing by CIMFR at respective mine's Loading point: It is to be noted that GPGSL has entered into tripartite agreement with CIMFR and CCL. If permitted as per the extant policies, Contractor to participate in the process on behalf of GPGSL and supervise the activities at all times to ensure that the same are carried out as required.

GPGSL will arrange for authorization of the contractor's representatives on behalf of GPGSL. Contractor will be responsible for proper sampling of the coal lifted against the delivery orders at their respective sampling points. Post sampling contractor's representatives to ensure application of seal on bags and safe storage of the same. Contractor representatives to ensure safe and secured shifting of the sealed bags from sampling point's local storage room to common storage facility.

All the contractor representatives shall maintain proper record of the trucks being used for dispatching coal under the respective delivery order along with the daily lifting report.

At the end of the day all the contractor representatives will share the tag numbers encrypted on the sealed bags containing the samples collected during the day with the GPGSL representative at site. GPGSL representative will assist in coordination amongst all contractor representatives.

- a. Ensure that the truck selection for sample collection is as per FSA/other applicable

- procedure.
- b. Ensure duration of sample collection in a day as per latest applicable document (06:00 to 18:00 or 24HRS as applicable from time to time)
- c. Collection of sample as per applicable provision of the FSA
- d. Ensure representative sampling.
- e. Ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room
- f. Ensure safe and secured shifting of sample bags to permanent storage room.
- g. Ensure accuracy of CIMFR/QCI/ISM field staff's records with respect to DO no, date, tag no., truck no.etc.
- h. Coordination with respective contractor operator's representative for proper movement of trucks and ensure support from truck drivers for proper placement of truck and cooperation in sample collection.
- i. Keep a watch over the safety of sampling staff.

2.6. Sample Preparation, preservation, transportation, testing: Contractor to monitor sample preparation activities at all times based on the authorization from CCL/NCL/SECL/CIMFR (on request of GPGSL) and share the details with GPGSL. Also, contractor to ensure that samples are packed, preserved and transported in safe condition, so as to prevent any pilferage and tampering.

- a. GPGSL will authorize contractor as appropriate from time to time for its participation in the aforesaid activities. Contractor to inform GPGSL in case of any deviation to the procedures and standards so that appropriate corrective actions may be initiated. Contractor to monitor the health of sampling, preparation and testing equipment in the field and in case of any problem, take up the same with NCL CIMFR/QCI/ISM for necessary corrective action. GPGSL will support as required.
- b. One composite sample will be prepared for all the sampled bags collected from various sampling points for all the DOs/contractor of GPGSL in a day in a mine/colliery. All the gross sample bags of a mine will be mixed together and finally by reduction one composite sample will be prepared for GPGSL in a day.
- c. Contractor will witness for proper sealing of referee sample and its movement till it is kept under lock & key at safe custody of CIMFR/QCI/ISM.
- d. Before commencement of the preparation, contractor shall check for all the bags for intactness of seal and matching of Seal number with record available for the date of sampling. By physical inspection ensure that no tempering has been done with any of the bag.
- e. Contractor to pay utmost attention in the process of sample quantity reduction during different stages till packing of final packet as this is the most vulnerable stage for adulteration.
- f. Ensure that the preparation is done as per applicable procedure as mentioned in FSA.
- g. Contractor to follow up with CIMFR/QCI/ISM for movement of samples as required (including referee samples) and declaration of results as per the timelines. Specific attention has to be paid for timely testing and declaration of results for Total Moisture.
- h. Contractor to follow-up with CCL for expeditious issuance of credit notes based on claim lodged by GPGSL and also extend full support to GPGSL for reconciliation with CCL for adjustment of credit amount with further advance payment to CCL.
- i. In case of samples disputed by CCL/, contractor shall follow-up for early movement of documents and samples, so that results of referee testing are available

in shortest possible time. Similarly, in case of dispute for referee sample to be raised by GPGSL, contractor to assist GPGSL in raising and submitting the claim and subsequent activities.



- j. Based on various developments which may happen from time to time as would be notified by CCL with regard to sampling and testing modalities for coal from CCL, contractor has to cooperate for adherence to the same as appropriate.
- 2.7.** It may be noted that CIMFR/QCI/ISM methodology may undergo changes from time to time and same are expected to be complied with. In case of any change having material impact on service charge, issue will be discussed and settled mutually.
- 2.8.** Contractor shall be responsible for monitoring the weighment of rakes at/near loading siding and will ensure accuracy of the weighment.
- 2.9.** In case contractor wishes to cover the wagons with tarpaulin etc., it may do so however the same needs to be removed well before the rake enters GPGSL plant premises to prevent demurrage. Failing which, the consequential Railways demurrage for delay in rake unloading will be recovered from contractor's invoices.
- 2.10.** While rakes are in transit, the contractor will keep on updating GPGSL on movement of rake from the loading siding till the rake reaches the destination i.e. GPGSL siding and further as the rake reaches GPGSL plant siding, the contractor will assist in identification of rake with nomenclature along with wagons as per copy of RR. Any missing wagon to be reported to GPGSL and contractor will endeavor to keep close track and coordinate with Railways to deliver the missing wagon to GPGSL at the earliest.
- 2.11.** A manager level person from Contractor has to be posted in colliery/siding to coordinate entire activity, GPGSL team member may also accompany him.
- 2.12.** Contractor shall assist GPGSL for carrying out periodical joint reconciliations of coal bills received for the advance paid to CCL in timely manner. Contractor to assist GPGSL in getting credit notes from CCL actual declared grade by CIMFR/QCI/ISM if the same is of lower quality than the declared grade.
- 2.13.** Contractor shall also assist GPGSL for getting credit from CCL in case the monthly weighted average surface moisture of coal exceeds the thresholds mentioned in FSA. Contractor shall assist GPGSL in coordinating with Railways for carrying out reconciliation of actual freight debited for each rake.
- 2.14.** In case of any dispute with CCL /RAILWAYS/ regarding payment, claim, commercial issues etc., Contractor shall assist GPGSL in taking up and resolving this matter with concerned department.
- 2.15.** It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from colliery till delivery at designated point.
- 2.16.** Contractor has to provide sufficient manpower strength, for monitoring Coal Quality & Dispatches from Mines to Sidings in trucks. The persons deputed shall be in contact with & shall take instructions/ guidance from GPGSL team.
- 2.17.** Contractor has to depute a team of at least 3 members at truck loading point to ensure lifting of good quality and size of coal. Contractor also has to ensure third party sampling by CIMFR/QCI/ISM for entire quantity.

- 2.18. If required, contractor has to arrange vehicle to facilitate CIMFR/QCI/ISM/ representatives to carryout Sampling. This will be in addition to vehicle provided by GPGSL.
- 2.19. Contractor has to ensure complete coverage for Sampling & Preparation done by CIMFR on behalf of GPGSL.
- 2.20. In case CIMFR declares Grade lower (lower quality) than CCL's declared grade, Contractor has to assist GPGSL at all stages from filing claim, till the credit note is issued to GPGSL.
- 2.21. In case CIMFR declared quality results are challenged by GPGSL/CCL, contractor has to assist GPGSL at all stages of referee process, till the credit/debit note is issued to GPGSL.
- 2.22. In other incidental activities to complete the scope of work as per this work order, the same has to be done by the contractor without any additional service charge.
- 2.23. **Unless explicitly agreed to by GPGSL, transshipment of coal is not permitted and will be treated as a material breach of contract; Contractor has to transport the coal directly from mine/mine stock pile to the railway siding for loading into rake for GPGSL.**
- 2.24. Any other activity not envisaged or which comes up during the tenure of the contract which is required to be discharged in fulfillment of obligation as above is deemed to be included in the scope of the contractor unless the same has substantial/material cost implication. In case of any new activity having material cost implication, GPGSL and contractor will discuss and settle mutually in good faith.

Note: Payment to CCL for coal value and for Railway freight will be directly paid by GPGSL to CCL & Railway respectively.

3. Taxes & Duties

- 3.1. Prices indicated in the BOQ as per Annexure-I are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 3.2. The Unit Rates indicated in the BOQ of Annexure-I is inclusive of all taxes, duties, levies and statutory requirements as applicable as per State Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the prevailing rates.
- 3.3. Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same will be admissible for payment. Similarly any taxes and duties which are modified by Government, bidder to pass on the consequential benefit to GPGSL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same will not be paid by GPGSL from the date of implication.
- 3.4. Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period will be paid by GPGSL extra as applicable. However, in case withdrawn of existing tax and/or duties by the statutory bodies, same will not be paid by GPGSL from the date of implication.
- 3.5. Increase in cost for any spill over of the rake beyond dispatch schedule (if not deferred by GPGSL) and consequential variation in cost to Contractor (taxes & duties, Railway

freight, any statutory levies including compliance to the law of land and changes there to) is to contractor's account



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

ANNEXURE I: COVERING LETTER

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

Date: _____

From: _____

Tel. #: _____

Fax #: _____

E-mail address:

To

Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208

Dear Sir,

Sub: Bid for lifting, handling and transportation of Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL including all incidental expenses

1. Being duly authorized to present and act on behalf of M/s (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original and one (1) CD with scanned copies of documents in Cover “C” , as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
The copy of revised Bid Document duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders. We also confirm that we have not lapsed coal of any customer.
5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Clause 2.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work,

feasibility of road transportation from mine to railway siding and rail transportation from the railway sidings to the power plant as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.

6. We hereby confirm that we shall abide unreservedly with GPGSL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either GPGSL's decision or its right to make such decision at any time in the future.
7. We agree to furnish any additional information and documents as required by GPGSL to establish representations made by us in this Bid at all times. We also confirm that GVK Power (Goindwal Sahib) Limited reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
8. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by GPGSL.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to provisions of Bid Documents. We further confirm that we have no unresolved disputes with GPGSL.
10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
11. We confirm that our rates are firm for handling of the quantum of coal indicated for the scope of work.
12. We confirm that we will handle entire quantity as offered in the Price Bid, in case the same is awarded.
13. We confirm that our Bid includes all taxes. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
14. Monthly quantity offered: Minimum of 40rakes of coal to be lifted. (Minimum rakes to be offered is 70 rakes per siding (@ 10 rakes per month from ...) for which GPGSL can award contract till 31.03.2019.....).
15. Details of the Bidder to be used: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
16. The details of contact person are furnished
as under: Name:
Designation:
Name of the
Company: Address
of the Bidder:
Phone Nos.:
Fax Nos.:
E-mail address:

Thanking you,

Yours sincerely,



(Authorized Signatory and

Seal) Name:

Designation:

Address:

Date: -----

Place:

ANNEXURE II: POWER OF ATTORNEY

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

POWER OF ATTORNEY

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....

.....(name and residential address) who is presently employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Documents for shortlisting of Bidders for Lifting, handling and **Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL** through rate based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to GVK Power (Goindwal Sahib) Limited, representing us in all matters before GVK Power (Goindwal Sahib) Limited, and generally dealing with GVK Power (Goindwal Sahib) Limited in all matters in connection with our response to the Bid Documents.

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

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

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

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

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

*(On Letter Head of Statutory
Auditors)*

A. Technical Qualification

To

Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail mode from CCL Mines.

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

mentioned below. Table-A

	Parameters / Requirement	Name of the Bidder/ Consortium Partner	Qualification (Lakh MT/ Nos.)	Supporting documents enclosed
a.	Experience in transportation of coal in the CCL & other subsidiaries of CIL (Quantity in Financial year)			1) 2)
b.	Experience in – Coordination and dispatches with Railways/CCL and other subsidiaries of CIL (Quantity in Financial year)			1) 2)
c.	*Experience in loading of coal in wagons (Quantity in Financial Year)			1) 2)

*One of the two as applicable.

Yours faithfully,

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

[refer Note-1 and 2 below] of Bidding Company)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding

Company) Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

1. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
2. In case of Manager, the Company shall confirm through a duly certified copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.
3. As appropriate, these claISM shall be supported by certificates from Clients/Authorities.

Enclosures:

- 1)
- 2)
- 3)

To,

Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL / NCL/SECL Mines.

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

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

Yours faithfully

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

Name

:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding

Company Date:

Note:

- a. Along with the above format, in a separate sheet, please provide details of Turnover Calculation duly certified by **Statutory Auditor**.
- b. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
- c. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
- d. The Company Secretary also needs to certify that the Company does not have a Managing Director.

To,

Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208

Dear Sir,

Sub: Compilation of work order executed related to Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode from CCL/NCL/ SECL

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

Cumulative quantity must exceed the qualification requirement.

Yours faithfully,

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

[refer Note-1 and 2 below] of Bidding Company)

Name:

Date:

Place:

Please affix seal of Bidding

Company Date:

Note:

1. Any whole-time Director (supported by a specific Board Resolution)/Manager of the Bidding Company.
2. In case of Manager, the Company shall confirm through a duly certified copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
3. The Company Secretary also certifies that the Company does not have a Managing Director.

Enclosures:

1)

2)



ANNEXURE IV-A: PRICE BID FORMAT CCL/NCL/SECL

GVK Power (Goindwal Limited – Price Bid
(On Letter Head of Bidder)

To

Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208

Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL/NCL/ SECL Mines.

Having examined the Bid Documents No. _____ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL /NCL /SECL*" in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which GPGSL is exempted:**

Colliery Group	Sampling by CIMFR /QCI/IS Mis operationa l in Road Mode Lifting	Loading Siding	No. of Rakes loaded in last 6 Months	Indicative distance from mine to loading siding	Transportation Charges including incidental	GST	Rate Inclusive of GST
		(Siding Code)		(kms.)	(Rs/MT)	(Rs/ MT)	(Rs/M T)
Amrapali							
Magadh Magadh							

Note:

1. Landed cost is computed based on applicable taxes excluding Entry Tax for which GPGSL has exemption. Contractor to comply with the procedures as required.
2. Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by 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 and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge GPGSL is liable to reimburse/recover only in case of changes/additions/ deletions.

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

Signature :

Name :

Designation:



ANNEXURE IV-C: PRICE BID FORMAT-CCL

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

To,
Vice President Head Materials.
GVK Power Goindwal Sahib Limited,
156-159 Paigah House, Sardar Patel Road
SECUNDERABAD-500 003 Telangana
India.
Tel. No.: +91-040-27902663/64 Extn: 208
Dear Sir,

Sub: Bid for Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode from CCL Command area.

Having examined the Bid Documents No. _____ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer Non-coking Coal under the above-named Package: "*Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode from CCL / SECL*" in full conformity with the Base parameter specifications at Clause.2 of Vol. III of the said Bid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which GPGSL is exempted:**

Colliery Group	Sampling by CIMFR is operational in Road Mode Lifting	Loading Siding	No. of Rakes loaded in last 6	Indicative distance from mine to loading siding	Transportation Charges including incidental Charges	GST	Rate Inclusive of GST
----------------	---	----------------	-------------------------------	---	---	-----	-----------------------



	(Yes/No)	(Siding)		(kms.)	(Rs/MT)	(Rs/MT)	(Rs/MT)
Amrapali							
Magadh							

Note:

- 1. Landed cost is computed based on applicable taxes excluding Entry Tax for which GPGSL has exemption. Contractor to comply with the procedures as required.*
- 2. Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.*

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by 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 and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge GPGSL is liable to reimburse/recover only in case of changes/additions/ deletions.

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

Signature
Name

Designation:

ANNEXURE V: VENDOR IDENTIFICATION FORM

(To be submitted in case Bidder is not registered with GPGSL or has not furnished
....., dated:)

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

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

List of references, if any	

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

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

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

Notes:

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

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

Declaration In Case answer of any of above is "NO"

I/WE confirm that the standards adopted with respect to Quality, Environment, health and Safety standards related to works/ Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

Code of Conduct

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

DECLARATION BY THE DIRECTOR/PARTNER/PROPERITOR

I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.

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

-----To be filled in by GVK POWER (GOINDWAL SAHEB) LIMITED --

The vendor is approved based on :

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

To be filled up by Finance & Accounts	
Vendor Code	
Date	

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

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

not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of GVK es without prior written approval from L&T / Group companies.



8. I / We hereby agree that in the eventuality of me / us appointing a sub-contractor (with written approval of GVK, the sub-contractor shall also comply with this Code of Conduct.
9. I / We hereby agree to indemnify GVK s with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
10. I / We hereby agree to promptly report any violations of the Code to GVKes and further agree that GVK has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to GVKes or its employees and its professional advisors as they may reasonably request in this regard.
11. I / We hereby agree that I / we shall not buy, sell or otherwise deal in GVK if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

ANNEXURE VII UNDERTAKING FORMAT

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

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

Signature &
Seal Name

ANNEXURE VIII PERFORMANCE CERTIFICATE FORMAT

To,
 Vice President (Head Materials)
 GVK Power Goindwal Sahib Limited,
 156-159, Pagaih House,
 S.P.Road, Secunderabad - 500 003
 Telangana

Dear sir,

Sub: Performance certificate for lifting, handling *Transportation of ROM Coal from mine to*

GPGSL Plant through Road cum Rail (RCR) Mode from CCL /NCL/ SECL

This is to certify that (name of the bidder) having registered office at (address of the bidder), having bidder plant at (address of bidder plant) has carried out the work of **ROM coal lifting, co-ordinating , road transportation , rake loading & Delivery up to plant for the coal** allocated by CCL from (name of the mine) Coal Mine and delivered up to (name of the power plant), against purchase order (number of purchase/service order) dated __. The details are as follows:

Sl. No	ROM Coal allocated	During the period	Quantity delivered (MT)	During the period

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

This certificate is issued at the request (name of the bidder) for the purpose of participating in tender process of M/s GPGSL, Kapurthala Road, Goindwal Sahib, Tharn Tarn dist. Punjab

Thanking You,
 Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

1. DEFINITIONS

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

“Applicable Laws” shall mean all laws, including all acts, rules, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to the Project, the Parties and the exercise performance and discharge of the respective rights and obligations of the Parties under the Contract as may be enforced and are in effect during the Period of the Contract.

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

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

“Base / Guaranteed Parameter “shall refer to the values of parameters as mentioned in clause 1 of Vol.-III.

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

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

“Bid Document” shall mean the documents such as Notice Inviting Tender (NIT), bid documents

-including Technical, Commercial, Price Bid and other formats along with Draft Contract, being issued to the Bidders.

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

“Coal” shall mean ROM Coal supplied to the Power Plant as required by the context.

“Contractor(s)/Supplier(s)” shall mean the Successful Bidder(s) with whom Contract has been entered into by GVK Power (Goindwal Sahib) Limited and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Clause 2.0 Vol III, Scope of Work.

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

“DO/SO” shall mean delivery order/sales order that coal company issues once coal value is paid

“Government Authority/Statutory Authority” shall mean the Government of India (GOI), the Government of Punjab (GOP), any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GOI, GOP or GOC exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the Contractor, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Contract.

“Letter of Intent (LOI)” of the Bid shall mean the official communication issued by GVK Power (Goindwal Sahib) Limited notifying the Successful Bidder about acceptance of its Bid.

“Logistics” shall mean the process of lifting coal from mines, bulk transportation and shall include loading and unloading at various points as may be necessary to effect the transportation as defined in Clause 2.0 Vol.-III, Scope of Work. It shall also imply necessary arrangements with transporters including railways, knowhow about processes, coordinating with various interfaces involved, minimizing losses, demurrages and including related documentation and arranging access to Railway siding etc.

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

“Party” shall mean either GPGSL or the contractor.

“Parties” shall mean GPGSL and the Contractor collectively.



“Power Plant/GVK Power(Goindwal Sahib) Plant,Goindwal Sahib shall mean 2 X 270 MW thermal power plant in the state of Punjab.

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

“Prudent Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor or operator of international repute engaged in management, operation and execution of similar size and type of Contract.

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

“ROM Coal” shall mean Run-of-Mine coal supplied by Central, Northern & South Eastern Coalfields Limited (CCL/NCL/SECL), from any of its mines.

“Scope of Work” shall mean entire scope related to issue of all relevant documents, coordinating, lifting, transporting and delivery of coal to the Power Plant as defined more clearly in Clause 2.0 Vol-III including associated and incidental activities.

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

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

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

him who gives the notice. This also will include notice posted on GPGSL website followed by communication to the Bidder by Fax and/or e-mail.



Notes:

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Executive-in-Charge/ Manager-in-Charge/GPGSL.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iii) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or innovated.

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

2. GOVERNING LAW AND JURISDICTION

Governing Law and Jurisdiction

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

3. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not sublet any activity without intimation to and permission from GPGSL.

4. INDEMNIFICATION

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

damage/losses or expenses are the result of gross negligence of, or the failure to comply with the terms of this Contract by the indemnified Party or of its employees, contractors, agents and representatives.



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

Any statutory and tax related liability will be exclusively to the account of the Contractor. Contractor shall comply with all mining department requirement and indemnify GPGSL against any non-compliance. GPGSL on a monthly audit process may verify the compliance however this shall not absolve the contractor from its prime responsibility of such compliance.

5. CONFIDENTIALITY

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

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

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

6. FORCE MAJEURE

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

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

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

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

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

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

- a. a delay in the performance of any subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under this Clause 9.3;
- b. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- c. any delay or non-performance whether by the Contractor or any other person (other than GPGSL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the Coal to the Power Plant; or
- d. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- e. Insufficiency of finances or funds or the Contract becoming onerous to perform.

6.5. If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute resolution procedure set forth in Clause 12 Vol-II, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

6.6. Performance Excused

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

Provided that:

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

6.7. No Liability for losses Due to Force Majeure Event

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



7. EVENT OF DEFAULTS

A. Contractor's Events of Default:

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

- i. The Contractor is in material breach of any of the terms of this Contract;
- ii. The Contractor is adjudged bankrupt or insolvent;
- iii. Non-compliance to any relevant major requirement of CCL /CIMFR/QCI/ISM/CIL/Govt. bodies.
- iv. Mixing of dolochar or any other ingredients in coal that are detrimental to GPGSL power plant operation / equipment.
- v. **Diversification of linkage ROM coal lifted on behalf of GPGSL**
- vi. Repeated lapsing of ROM coal quantity against DOs issued.
- vii. The Contractor has indulged in any adulteration/pilferage/malpractice during handling of ROM Coal

B. GPGSL's Events of Default:

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

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

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

8. COMPLIANCE TO LAWS

Compliance of Labour Laws

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

Compliance with Law of Land:

The Contractor shall comply with all the provisions of the law of land of concerned states and Punjab and any other state en-route in lifting, transporting the coal from mines to Loading Railway siding, rake loading and

finally delivery to GPGSL plant that is mandatory in order to execute its obligations and deliveries under the scope of work under this Bid document that should essentially include but not limited to law enforced by MOEF, Ministry of Excise and taxation, CCL/NCL/SECL, Indian Railways, local authorities.



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

9. DISPUTE RESOLUTION AND ARBITRATION

9.1. Dispute Resolution and Arbitration

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between GPGSL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, GPGSL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and Fuel Sourcing through mutual discussions. In case of no resolution dispute may be escalated. In such a case either party may give a 30 days notice to the other party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by Clause no. 12.1.i, the Dispute shall be resolved in accordance with the procedure set out in Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, and the place of arbitration including for holding of any and every proceeding shall be Chandigarh, India
- iv) There shall be three arbitrators. Each Party shall select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The two arbitrators selected by the Parties shall select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- v) The award rendered shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- vi) The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.
- vii) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by GPGSL shall not be withheld on account of such proceedings.
- viii) Upon every or any such reference, the costs of sole incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.
- ix) The provisions of Clause 12.1 shall survive the termination of the Contract.

9.2. Resolution of Unforeseen Situation

Every possible care has been taken by GPGSL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen

situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized GPGSL to consider such situation as and when it arises or is brought to the notice of GPGSL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC)/ in compliance with Supreme Court order of Civil Appeal no. 179 of 2017 as well as practical aspects/ good practices.

10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES

10.1. Insurance:

Insurance of coal stock at bidder:

Contractor to ensure insurance of coal stock on account GPGSL lying at bidder in it's own cost.

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

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

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

10.3. Adherence to Occupational Safety while at work place GPGSL

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

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

to be worn while inside plant premises. Any incidence of violation will lead to double/multiple penalty.



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

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

Deduction from Contract fees

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

11. TERMINATION OF CONTRACT

11.1. Termination of Contract

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

In case the contractor wishes to terminate the contract, he has to give 180 days notice and process and supply the entire coal allotted to him to the satisfaction of GPGSL.

11.2. Termination Due to Force Majeure Event

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

12. Blacklisting Criteria:

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

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

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

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

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

Intimation By

Contractor's Sign

Contractor's Seal



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

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

Recommendation of TSC:

.....

.....

.....

.....

.....

.....

.....

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

(On Letter Head of Bidder)

To

, Vice President Head Materials
156-159 Paigah House, Sardar Patel Road,
SECUNDERABAD-500 003 Telangana.
IV. Tel. No.: +91-040-27902663/64 Fax: 040-27902665

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in Bid Process for
Transportation of ROM Coal from Mine to GPGSL Plant through RCR mode**

This has reference to your Tender dated 26th Feb 2018, We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with GPGSL in past.

We acknowledge that timely & safe transportation of coal without any pilferage / swapping / loss / lapse is key requirement and assure you that we will live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax

nos: Contact person(s):

Designation:

Contact details (incl email):

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

customers: Any other information:

Yours faithfully,

For.....

Name of the Authorized Person Designation

Note:

1. Filled up, signed and stamped copy of above format may be scanned and emailed to Raghu@gvk.com/mvl@gvk.com mailed only to such Parties who have expressed interest. Further participation in the process by any Party who has not expressed interest as per the required format may not be permitted.

ANNEXURE XIV: FORMAT FOR INDICATING SUBSIDIARY



(On Letter Head of Statutory
Auditors)

To,

Dear Sir,

Sub: Bid for "Transportation of ROM Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode from CCL / NCL/SECL"

Having examined the Bid Documents No. _____ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer from following sidings under the Package: "*Transportation of ROM Coal from mine to GPGSLL Plant through Road cum Rail (RCR) Mode from CCL / NCL/SECL*" in full conformity with the Scope of work and specifications at Vol. III of the said Bid Documents.

<i>Sl. No.</i>	<i>Subsidiary</i>	<i>Mine Group</i>	<i>Siding</i>
01			
02			
03			
04			

Yours faithfully,

(Signature and stamp of any authorized

representative) Name:

Date:

Place:

Please also affix common seal of Bidding Company

(Signature and Stamp of statutory Auditors of Bidding

Company) Name:

Date:

Place:

(Note: This will be used to decide on QR thresholds prior to opening of price bids)

ANNEXURE XV: FORMAT FOR CONSORTIUM AGREEMENT

(To be provided in original as part of **Bid Envelope – [●]**) on stamp paper of value required under law duly signed by each member of a consortium of bidders in favour of ‘lead bidder’ for the tender)

TO WHOEVER IT MAY CONCERN

Whereas we, M/s. _____ and M/s. _____ (names of members of the consortium of bidders as registered by the relevant registering authority under the deed relating to their respective incorporation) have formed a consortium for the award of the work for which Notice Inviting Tenders (NIT) has been issued by the GPGSL vide its NIT No. Dated, M/s. _____ as a member of the said consortium and having its registered address as _____ is hereby duly authorized to fully represent and act on behalf of, and as ‘Lead bidder’ of the said consortium to sign the tender proposal, conduct negotiation(s), sign agreement(s) / contract(s), incur liabilities and receive communication(s) for, and on behalf of, the consortium, and, further, to transact all other necessary affairs in connection with all matters related to, or arising from, with the said NIT. We hereby confirm that we are jointly and severally liable, together with the other member(s) of the said consortium, to the GPGSL for all obligations of the consortium in respect of all matters related to, or arising from, the said NIT.

We hereby confirm that we shall not participate in the said bid process in individual capacity. We also confirm that PO and other related documents/communications will be released on / addressed to the Lead member.

In witness whereof, we have hereunto set under our respective hands and seals this

_____ day of _____, 2018.

Signing for and on behalf of, and under authority from, M/s. _____ (name of Lead member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)
_____ (Signature)	_____ (Signature)
Name of signatory _____	Name of signatory _____
Designation of signatory _____	Designation of signatory _____

(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)
Name of witness _____	Name of witness _____

Signature of witness

Signature of
witness

Note: Original copy of the deed constituting the consortium referred herein to be attached hereto.

Consortium agreement shall be signed under authorization through Board Resolution or Power of Attorney (POA).

ANNEXURE XVI:



Declaration for Loading Siding

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

Vice President-Head Materials.

Dear Sir,

Sub: Declaration regarding loading sidings for where offer is being made under the Bid No.....

I, authorized person of....., hereby declare that sidings/good sheds from where offer is being made under this tender, is not under control of any other single party. We further confirm that we have made in-depth assessment regarding load-ability of coal from these sidings for the quantity being offered to GPGSL for the required period.

We agree to GPGSL that our inability to load coal from the quoted sidings, will be considered as a material breach of the requirement under this tender and further agree that GPGSL is at full liberty to initiate action as appropriate.

Thanking you,

Yours sincerely,

(Authorized Signatory and

Seal) Name:

Designation

Address:

Date: -----

Place: -----

Annexure XVII: Earnest Money Deposit

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

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

Bank Guarantee No.: _____

Date: _

To

Vice President-Head Materials.

Dear Sir,

In accordance with your Bid Document no:....., M/s
Having their registered office at (hereinafter called the
“Bidder”) wish to participate in the said bidding for **transportation of ROM coal from mine to GPGSL plant through road cum rail (RcR) mode.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. Fifty Lakhs Only valid as per table mentioned in clause 9 of Vol 1 of the bid document required to be submitted by the Bidder as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the (Name and Address of the Bank) having our Head Office at

..... (hereinafter called as the “Bank”) guarantee and undertake to pay immediately on demand by GVK POWER GOINDWAL SAHIB LIMITED the amount of Rs. Fifty Lakhs Only without any reservation, protest, demand and recourse. Any such demand made by GVK POWER (GOINDWAL SAHIB) LIMITED. will be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

The guarantee will be irrevocable and will remain valid as per table mentioned in clause 9 of Vol 1 of the bid document . If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s (Bidder’s name) on whose behalf this guarantee is issued.

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

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this day of 2018 at

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

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Office Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date: _____

Note:

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

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