

GVK POWER (GOINDWAL SAHIB) LIMITED

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

Document No.: GVK/COAL/2021-2022/01 Dt. 05.11.2021



BID DOCUMENT

FOR

Lifting & Transportation of Coal by Road-cum-Rail (RCR) Mode from Mines of Central Coalfields Limited (CCL) to the nearest Railway Siding(s) and its loading onto rakes for its further dispatch to GVK Goindwal Sahib Power Plant site station code “GVKK”, Goindwal Sahib, Kapurthala Road, Taran Taran district, Punjab.

FOR

GVK POWER GOINDWAL SAHIB LIMITED

Communication Address:

156-159 Paigah House,
Sardar Patel Road,
SECUNDERABAD-500 003
Telangana.

Tel. No.: +91-040-27902663/64

Fax +91-040-27902665

E-mail: Udaya.rao@gvk.com;ks.reddy@gvk.com

GVK POWER (GOINDWAL SAHIB) LIMITED:

Corporate Identification Number (CIN): U40109PB2010SGC033813 Registration Number: 33813
website: www.gvk.com

Department Name	Materials, GPGSL, Hyderabad.
Tender Enquiry No.	GVK/COAL/2021-2022/01 Dt. 05.11.2021
Tender Issuing Authority	AGM- Materials, GPGSL, Hyderabad
Address details of issuing authority	Materials Department, GVK Power (Goindwal Sahib) Limited, 156-159, Paigah House SP Road, Secunderabad-500 003 Telangana State.
Short Description	Lifting & Transportation of Coal by Road-cum-Rail (RCR) Mode from Mines of Central Coalfields Limited (CCL) to the nearest Railway Siding(s), unloading of Coal and its loading onto rakes for its further dispatch to GVK Goindwal Sahib Power Plant site station code "GVKK", Goindwal Sahib, Kapurthala Road, Taran Taran district, Punjab
Tender Publication	Tender specification can only be downloaded from GVK's website www.gvk.com and no hard copy of the same will be issued by this office.
Eligibility Criteria	As per terms and conditions of NIT (Notice Inviting Tender)
Start date for downloading of Specification/tender documents from GVK's website	24.11.2021 from 2.00pm www.gvk.com
Last date for downloading of Specification/tender documents from GVK's web site	04.12.2021 up to 05.00 pm www.gvk.com
Receipt of comments & suggestions by email to Head-Materials	06.12.2021 up to 05.00 pm
GPGSL replies the queries raised by the parties by mail to concern parties.	10.12.2021
Any amendments will be up loaded in web site	13.12.2021
Last date for Bid Submission	23.12.2021 up to 11.00 am
Technical Bid Opening date	23.12.2021 at 11.30 am
Price Bid opening	Will be intimated after completion of technical evaluation process.
Tender Document cost	Rs.2,500 + GST@18% = Rs.2950/- (Rupees Two Thousand Nine Hundred & Fifty only)
Payment Mode	Demand Draft
Payment in favour of	GVKPower (Goindwal Sahib) Limited, payable at Secunderabad.
EMD Amount	Rs.1.00 Cr for individuals and Rs. 2.00 Crs for Consortium.
Contact person & Phone No.	1. AGM -Materials

	040-66160351/ Dy. Manager –Materials. 040-66160249
Contact Email ID	Udaya.rao@gvk.com;ks.reddy@gvk.com
Tender Documents	Attached as per Tender Specification
Tender information in details.	As per Tender Specification

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 will not be permitted.

INDEX

Section	Description	Page No.
Section-1	General Terms & Conditions	06 - 10
Section-2	General instructions to be observed for Tendering and Contract Agreement	11 - 20
Section-3	Detailed Scope of Work	21 - 28
Annexures		
Annexure-I	Covering Letter	30 -31
Annexure-II	Power of Attorney	32
Annexure-III	Particulars and details of Tenderer / Firm	33
Annexure-IV	For Certification from Statutory Auditor for Qualification Requirements	34 - 37
Annexure-V	Price Bid Format	38 -39
Annexure-VI	General Terms & Conditions	40 -53
Annexure-VII	Format for Consortium Agreement	54 -55
Annexure-VIII	Format for Earnest Money Deposit / Contract Performance Security	57 -58

SECTION-1

GENERAL TERMS & 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, rate of material handling, local working conditions, fleet availability & management, material handling for crushing, 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. The Bids shall be submitted in three parts i.e.
Part-I containing the cost of tender specification and the EMD
Part-II containing Technical and Commercial bid
Part-III containing Price Bid.
10. The firms may download tender specifications from GVK Website www.gvk.com and send demand draft of Rs.2,500 + GST@18%=Rs.2950 (Rupees Two Thousand Nine Hundred & Fifty only) in favour of GVK Power (Goindwal Sahib) Limited, payable at Secunderabad as cost of tender specification to the office of Head-Materials, GVK Power (Goindwal Sahib) Limited, 156-19 SP Road, Secunderabad-500 003 Telangana State. It shall be clearly indicated on the envelope, that DD of cost of tender specifications is enclosed therein and Tender Enquiry No. shall also be written on the envelope containing DD. Tenders of the firms shall not be accepted which do not submit the hard copy of the Demand Draft(s) towards cost of specification before the last date and time of bid submission.
11. For detailed NIT & Tender specification please refer to [website :www.gvk.com](http://www.gvk.com). Note:- **It may be noted that no hard copy of the specifications will be issued by this office and the specification can only be downloaded from the above mentioned website.** It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspaper. Details regarding corrigendum may be seen on official GVKPGS website www.gvk.com
12. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
13. Tenderers shall be required to submit Earnest Money amounting to Rs.1.00 Cr for individuals and Rs.2.00 Cr for consortium in the form of Demand Draft (DD) in favour of GVK Power (Goindwal Sahib) Limited, payable at Secunderabad -500003 Telangana State. If the earnest money is found less than as fixed above, the tender shall not be considered for evaluation. Tenders of the firms, which do not submit the hard copy of the Demand draft(s) toward Earnest Money on or before last date and time for Bid Submission shall not be opened. Further, it shall be clearly indicated on the envelope, that DD for earnest money is enclosed there in and Tender Enquiry no. shall also be written on the envelope containing DD.
EMD in the form of Bank Guarantee, as per the Annexure XVII shall also be accepted.
14. **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 coal at an average of 150,000 Tons per month.

LIFTING, TRANSPORTATION & LOADING OF (RCR Mode):

1	Tentative quantity of Coal to be lifted by RCR Mode from different Coal Mines of Central Coalfields Limited (CCL) for its transportation to the Railway Siding(s), unloading of Coal and its loading onto rakes for further dispatch to GVK thermal power Goindwal Sahib, Kapurthala Road, Taran Taran district, Punjab as per requirement of GVK	17 lakh metric ton
2	Total period : March 2022 to February 2023	12 months

Note:

1. GVK has got annual linkage of 17.00 Lakh MT from CCL by 'RCR Mode'. The contractor shall be required to lift coal from different mines of CCL by 'RCR Mode' as per the monthly coal allocation given by CCL from these mines.
2. The contract shall remain valid for 12 months. However, the total quantity and period of Contract may increase or decrease as per GVK's requirement.

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.

15. PRE-QUALIFYING CRITERIA:-

15.1 Technical Criteria:

The bidder should have executed work of Lifting, Transportation and Loading of coal as per the following criteria:

- a) The bidder must have carried out work of lifting coal, its transportation by road to Railway Siding and unloading of Coal & loading of Railway rakes for a quantity of minimum of 1,00,000 MT of coal in any one month and 12 Lakh MT in last one year or last financial year prior to Techno-Commercial Bid opening, against single or multiple orders.
- b) The bidder should have done loading of coal into wagons for a quantity of at least 8000 MT per day for a minimum of ten (10) days in a month and for a minimum of 120 days in a year on a continuous basis.
- c) The bidder must submit documentary evidence like LOA Copies/Work Order copies/Customer Certificates/Work Completion Certificate etc. for executed quantities with regards to 15.1 (a) along with the Techno- Commercial Bid documents.

15.2 **Financial Criteria:**

- (a) The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Techno-commercial Bid opening, shall not be less than INR 60.00 crores.

The bidder shall provide audited balance sheets of the company in support of 15.2 of above. In case, where audited results for the last financial year are not

available, certification of financial statement issued by Chartered Accountant shall also be considered acceptable.

- (b) The Net Worth of the Bidder as on the last day of the preceding financial year shall be Rs.10 crores or more. Bidder shall submit a certificate issued by CA in this regard.

NOTE: The bidder is to supply **Annexure–VI** justifying its Technical & financial criteria.

- 15.3 The firm should not be blacklisted by any Government/Public sector Power Utility during last three years in a similar type of work for which subject cited Tender is being floated. A self-attested undertaking to this effect will be given by the bidders.
- 15.4 Tenderer shall be required to submit particulars of his firm as per **Annexure-III** and Technical bid sheet as per **Annexure-IV**. Prospective Tenderers are requested to attach the required documents duly self-attested.
16. This office reserves the right to cancel any or all the tenders at any stage without assigning any reason thereof & no claim on this account shall be accepted. In case of any dispute regarding tender documents, Head- Materials, GPGSL Hyderabad will be the final authority.
17. Technical/Commercial Bids of only those tenderers will be considered for evaluation, where EMD and cost of tender documents is found to be in order.
18. The price bid shall be opened in case of only those firms who will qualify after techno-commercial evaluation and conforming to specifications. The date and time for opening Part-III (Price bid) of the bids will be intimated to the qualifying firms. The Part-III (Price bid) shall be opened in the presence of authorized representatives of qualifying bidders who may choose to attend the Price Bids opening.
19. Opening of tender document shall not mean qualification of the tenderer for award of contract, which shall be determined after techno-commercial bid evaluation.
20. Tenderers should submit their offer in unambiguous wording failing which GPGSL's interpretation will be final.
21. Rate should be stated in words and figures. Complete information as per **Annexure-V** attached herewith must be supplied with tender invariably, failing which the tenders are likely to be ignored.
22. No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by GPGSL. The earnest money of any bidder who modifies bid after opening, without any specific reference from GPGSL shall be forfeited without any further reference to the bidder and shall be liable to further action like suspension of business dealings/blacklisting.
23. All the tenderers should submit their tenders with all the annexures duly filled- in complete in all respects.
24. Bidder may please note that no deviation is allowed in Technical/Price Bid.
25. The tenderers revising their offer or withdrawing the same within the validity period after opening of the tenders are liable to be ignored.

26. GPGSL reserves the right to modify the requirement and the specifications at any time and to place the order as a whole or in parts and to reject any or all the tenders received without assigning any reasons. GPGSL will not be held responsible for this and will not pay any expenses or losses that may be incurred by the tenderers in the preparation of tender.
27. GPGSL reserves the right to cancel Work Order without assigning any reason after giving one months' notice. Bidder shall have no claim on GPGSL on this account.
28. No relaxation whatsoever of any sort, would be given in NIT specifications after the tenders have been received, opened/processed.
29. Any clarifications regarding the scope of the work can be obtained from the office of Head- materials prior to the date of submission of bids.
30. Tenders received after the due date and time of opening shall not be entertained.
31. In case the date of opening of tender happens to be a holiday, the tender will be opened on the next working date at the scheduled time.
32. Incomplete & conditional tenders shall not be accepted and shall not be opened.
33. If the contractor fails to execute any job in part or full, the same will be got done at the risk and cost of the contractor.
34. If performance of the contractor is not satisfactory the contract may be terminated at any time.
35. Insurance & safety of Workers/ Employees of contractor is in the scope of contractor.
36. Bids of corporation/companies must be signed with the legal name of the corporations/company in the matter. The duly attested copy of authorization in the name of person signing tender documents shall be attached.
37. Each page of Techno-Commercial bid of tender has to be numbered consecutively, signed and sealed. The total number of pages should be mentioned in upper right corner of the front page of each part.
38. Notwithstanding anything stated above, the GPGSL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the GPGSL.
39. 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.
40. 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.
41. Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.
42. Contractor to comply all requirements of tripartite agreement signed between CCL, GPGSL and QCI for third party sampling and testing at loading point and by GPGSL at un-loading point.

43. Contractor also shall comply with applicable requirements/policies of the FSA made between CCL and GPGSL under Shakti Scheme related to release and handling of coal during the tenure of the contract including safe custody and prevention of misuse of coal.
44. Storing and stacking of Coal with mine wise GCV values.

SECTION-2

GENERAL INSTRUCTIONS TO BE OBSERVED FOR TENDERING AND CONTRACT AGREEMENT

2.1 PREPARATION OF BID:

Notwithstanding anything contained to the contrary in the specifications or tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation, expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract contained herein.

The following instructions must be carefully observed by all Tenderers. Quotation/tenders not strictly in accordance with these instructions are liable to be rejected. Failure to comply with any of these instructions may lead to rejection of an otherwise apparently lowest offer.

- a) The tenders must be complete in all respects.
- b) Tenders shall be downloaded/Uploaded on GPGSL Website: www.gvk.com.
- c) **Three Part Bids:** The tender shall be submitted in three parts i.e. Part-I, Part-II and Part-III as follows:-
 - i) **Part-I Earnest Money & Cost of Tender:** The tenderer shall be required to submit earnest money amounting to Rs. 1.00 Cr for individual / Rs.2.00 Cr for Consortium in the form of DD / RTGS confirmation mail to GPGSL/ original BG as per Annex. No. VIII.

The DD of Rs.2,500 + GST@18% = Rs.2950/- (Rupees Two Thousand Nine Hundred & Fifty only) in favour of GVK Power (Goindwal Sahib) Limited, payable at Secunderabad -500003 Telangana State. towards cost of tender documents shall require to be submitted in a separate envelope.
 - ii) **Part-II Technical/Commercial:** The second part will consist of technical and commercial conditions as per tender specifications having all terms and conditions and scope of work except the rates. This part contains in original the following documents.
 - a) Power of Attorney (POA) in favour of Authorized Signatory. (Annex II)
 - b) Covering letter as per format (Annex I).
 - c) Consortium Agreement as per the format (if applicable-Annex. VII).
 - d) Latest version of Bid documents including Clarifications, each page duly stamped and signed by the authorized representative of the

Bidder

- e) Original along with one self-certified copy: Certificates issued by Statutory Auditors are required against financial qualification requirement. (Annex IV)
 - f) Declaration/certificate regarding non-audit of accounts of preceding year
 - g) The documents required to demonstrate Technical qualification (Annex IV)
 - h) PO/WO copies with summary of the same duly certified by Statutory Auditors.
 - i) Details of company ownership structure and Directors.
 - j) Any other document forming part of responsive check and obligatory for evaluation of bid.
- iii) **Part-III Price Bid:** This part will consist of the rate quoted on price quoting Performa of this tender (**Annexure-V**). The price bid will require appropriately sealed. If any bidder submitting price bids for more than one subsidiary, then each price bid to be sealed in separate.

2.1.1 Firstly the envelopes containing the Demand Drafts towards Tender Document Cost and the EMD will be opened in the presence of bidders' representatives who choose to be present at the prescribed time, date and address. If the Tender Document Cost and the EMD is found to be as per the requirement of the tender specifications, only then the tender i.e. Part-II shall be opened. The bids without Tender Document Cost and/or earnest money shall be out rightly rejected.

After opening Part-II of the bids (technical/commercial), the bids will be technically & commercially evaluated by GPGSL. The third part of the bids (Price bid) shall be opened in case of only those firms whose part-II of the bids after evaluation is found to be conforming to the tender specifications. The date and time for opening Part-III of the bids will be intimated to the qualifying firms. The price bids (Part-III) will be opened in the presence of the representative of the qualifying bidders who choose to attend.

2.1.2 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.

2.1.3 The Bidder shall quote prices/rates for complete Scope of Work and other terms and conditions of the Bid Document, as per format of Annexure V. 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.

2.1.4 Documents shall be legible. Erasures and other changes shall be countersigned by the Authorized Signatory.

2.2 SUBMISSION OF BID:-

- 2.2.1. Bidders shall submit their Bids at the following address by the date and time mentioned under General Terms and Conditions.

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

- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4 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.

2.3 RIGHT TO MODIFY:

- GPGSL reserves the right to modify the schedule of requirements, Technical particulars and the specifications at any time and to award the contract in whole or in parts, and to reject any or all the contract in whole or in parts, and to reject any or all the tenders received without assigning reasons thereof. GPGSL will not be responsible for and will not pay for expenses of losses that may be incurred by tenderer(s) in the preparation of the tender(s).
- 2.4 No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by GPGSL. The earnest money of any bidder who modifies after opening, without any specific reference from GPGSL shall be forfeited without any further reference to the bidder and shall be liable to further action like suspension of business dealings/blacklisting.
- 2.5 All such Taxes, Duties, Levies and other Charges, for which Tenders will be silent, the same will be assumed as per GPGSL Terms and Conditions and inclusive in the rates/ prices quoted by the Tenderers.

2.6 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. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- d. 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.

GENERAL TERMS AND CONDITIONS:

1. PRICES:

- a) Price should be 'Firm' and should be quoted strictly in the Price Bid format only.
- b) No deviation in any form in the Price Bid proforma is acceptable.
- c) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise GPGSL reserves the right to reject such offer.
- d) The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format.
- e) No extra cost, other than that mentioned in Price Bid would be taken into account.
- f) The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure IV.

2. VALIDITY:

The offer should unconditionally be kept valid at least for 120 days from the date of opening of tender and any withdrawal or modification of the offer shall not be permitted. Any tenderer revising the offer within the validity period is likely to be black-listed.

3. CONTRACT DURATION:

The contractor shall Lift, Transport about 1.5 Lac MT of Coal per month from Central Coalfields Limited (CCL) Mines Coal Yards to the Railway Sidings as per GPGSL requirement and load Rakes from the Railway Sidings for GPGSL thermal power station. The contractual period shall be 12 months from the date of placement of work order. However, quantity and the period may increase or decrease as per GPGSL's requirement.

4. Quantity to be offered & Distribution amongst successful bidders:

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.

5. PENALTY FOR SHORT LIFTING:

The Contractor will lift 100% quantity of the Delivery Order within the stipulated time permitted by CCL and in case if the said quantity is lapsed, then damages for loss for the lapsed quantity will be recovered from the contractor in full.

6. EXTENSION OF TIME:

- a) If the Contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the office of Head- Materials. The office of Head-Materials if satisfied with the request put forward by Contractor and feels that there are reasonable grounds for granting extension, allow such extension if deem necessary/ proper. The decision of the Head-Materials in this regard shall be final and binding.
- b) For any delay in work on account of act of omission or commission at the part of GPGSL, only extension of time will be agreed for the period so lost and no compensation would be given on this account

7. NEGLIGENCE AND DEFAULT:

In case of negligence on the part of Contractor to execute the contract with due diligence and expedition and to comply with any reasonable orders given in writing by the GPGSL in connection with the Contract of any contravention in the provisions of the Contract, the GPGSL may give 21 days' notice in writing to the Contractor to make good the failure or neglect or contravention and if the Contractor fails to comply with the notice within time considered to be reasonable by the GPGSL, it may blacklist or suspend/ terminate business dealings with the Contractor for a specific period apart from claiming reasonable compensation/ damages forfeiture of security etc.

8. FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy , Civil Commotion, Sabotage , floods , explosion , epidemics, fires or other acts of GOD, strikes and lockout(hereinafter referred to as 'eventualities') then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and construction of work under this contract shall be resumed as soon practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

9. EARNEST MONEY DEPOSIT

The Bidders are required to make an Earnest Money Deposit (EMD) of Rs.1,00,00,000 (One Crore only) for individual / Rs.2,00,00,000 (Two Crore only) for Consortium 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 11 of Section.-2 under General Terms & Conditions.

EMD in form of Bank Guarantee, as per annex. VIII shall 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 WO to successful bidders.	Qualified bidders on whom WO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of WO and submission of CPS (Contract performance security) whichever is later	Within 10 working days of acceptance of WO by other parties on which WOs 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 en-cashed as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be en-cashed 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)/ Work 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.

10. CONTRACT PERFORMANCE SECURITY (CPS)

10.1 The total security will be 5% of the value of work order which will be converted/deducted from the running bills in the following manner:

- a) The EMD deposited at the time of tender shall be converted into partial security deposit.
- b) The balance security amount due, after adjusting EMD, will be deducted from the running bills on pro-rata basis till such time, the total security amount becomes 5% of the Work order value.

No interest shall be payable to the contractors on the amount of security deposit. The security deposit shall be refunded after three months of faithful execution of contract.

Upon selection, the successful Bidder shall also submit CPS in the form of BG for Rs.2.0 crore or 10% of basic Order value, whichever is higher.

10.2 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.

10.3 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.

10.4 In case of bidding through Consortium, each Member to furnish the required CPS individually.

11. VALIDITY TABLE

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs.1,00,00,000/-(Rs one Crore Only)for individuals / Rs. 2,00,00,000/- (Rs. Two crores only) for consortium	Valid for 120 days
Price Bid (Annex. IV)	N/A	120 Days (For allotment of Coal)
Performance Security (CPS)	10% of the basic Order Value or Rs. 2.0 cr whichever will be higher	90 Days beyond WO tenure.

12. CHANGES:

No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by GPGSL and the Contractor (s).

13. ARBITRATION:

- a. If any question, difference or objection, what-so-ever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every matter including whether its decision has been otherwise provided for and /or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligation of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the GPGSL, who in case of dispute involving an amount exceeding Rs 50,000/- shall give a reasonable award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill, whichever is later, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- b. Upon every or any such reference, the cost of any incidental to the reference and award respectively shall be in the discretion of the Sole Arbitrator 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 and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable by the GPGSL shall be withheld on account of such proceedings.

14. CIVIL SUIT/ JURISDICTION:

All legal proceedings in connection with this contract shall be subject to the territorial jurisdiction of the local Civil Courts at Hyderabad only.

15. CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENTS OR TRANSFER OR SUBLETTING OF CONTRACT:

The Office of Head - Materials, without prejudice to any other right or remedy which shall accrue thereafter to GPGSL shall, cancel the contract in any of the following case:

- a. Being an individual or if a firm any partner there of shall at any time be adjudged bankrupt or have a receiving order or order for administration of its Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy. Act for the time being in force or make any conveyance or assignment of his effect of composition arrangement for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors:

OR

- b. Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a Receiver or Manger.

OR

- c. Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors:

OR

- d. Assigns, transfer, sub-lets or attempts to assign, transfer o sub-let portion of the work without the prior approval of the Office of Chief Engineer/Fuel :

OR

- e. Suffers an execution being levied or his goods works or property and allows to be continued for a period of 21 days.

Whenever the Accepting Office exercise his authority to cancel the Contract under this condition, he may complete the work by any means at Contractor 's risk and expense provide always that in the event of the cost of completion (as certified by Office of Head- Materials which is final and conclusive) being less than the contract cost, the advantage shall accrue to the GPGSL and that if the cost of completion exceeds the moneys due to the Contractor under the contract, the Contractor shall either pay the excess amount ordered by the Office of Head- materials or the same shall be recovered from the Contractor by other means.

In case the GPGSL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of materials purchased and /or establishment charges as may be decided by the Office of Head- Materials whose decision shall be final and conclusive.

The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any

commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or paid any sum for nay work actually performed under the contract, unless and until the Office of Head- Materials shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

16. CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:

In case of tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Office of Head- Materials for his information. Any change in the address of the Contractor shall be intimated to the Office of Head- Materials forthwith.

17. CONTRACT AGREEMENT:

The work order along with its terms & conditions will itself form a contract agreement. The Contractor will have to give their acceptance to the terms & conditions of the work order on non-judicial stamped paper worth Rs. 100/- as per **Annexure-H** to form it a legal document.

18. CORRESPONDENCE:

All correspondence in connection with the bid shall be addressed to the office of Head- Materials, GVK Power (Goindwal Sahib) Limited, 156-159, SP Road, Secunderabad-500 003, Telangana State.

All telephonic/fax/ e-mail messages shall be followed by signed confirmation copy through mail/courier. The e-mail address for correspondence is Udaya.rao@gvk.com / ks.reddy@gvk.com

SECTION – 3

DETAILED SCOPE OF WORK

1. SCOPE OF WORK

The Scope of Work under this Tender specification covers the job for lifting & transportation of coal by Road from mines of CCL to Railway Siding(s), indenting, loading into Rakes and transportation of the coal to GPGSL TPS in the State of Punjab by Rail. Coal being the vital input, ensuring uninterrupted supplies as per Quantity and Quality requirements is the essence of services to be rendered by the Contractor. Details of works & responsibilities of the Contractor are as under:

1.1 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 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

1.2 Transportation and sizing:

- a) 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.
- b) 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, sizing to (-) 100 mm & equipment for loading of coal into rakes. Proper equipment to be available for sizing to (-) 100 mm at all the sidings.
- c) 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.

- d) Billed quantity by CCL will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from CCL at his Site and shall be responsible for the Quantity measurement, i.e. weighment of Raw Coal supplied by CCL to the Contractor and will authenticate/sign the Weighment sheets in token of Quantity received
- e) 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.
- f) The Contractor shall follow up with CCL, and shall monitor the release of coal as per Delivery Orders issued by CCL. The contractor will also follow up with State Mining Department for obtaining timely permission/ clearances for transportation of raw coal.
- g) It will be the responsibility of the Contractor to get the right quality of Raw Coal from CCL as per the Notified/ Declared Grade of colliery. In case raw coal sampling and analysis is carried out by QCI, then the QCI declared Grade of raw coal & afterwards Referee analysis (if done) will be considered as the Grade of raw coal delivered by CCL to the Bidder. In case QCI is not undertaking the work of sampling & analysis in respect of particular mines, then mid GCV of 'declared GCV Band of the mine'/ 'GCV Band billed by CCL' will be taken as the GCV of coal delivered to the Bidder. It shall be Bidder's responsibility to lift coal having quality commensurate to the declared grade of the mine/ quality billed by CCL.
- h) 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.
- i) Contractor to arrange for the transportation of coal lifting by road mode from mines to loading Railway siding, sizing to (-) 100 mm and stacking the same at Railway siding without being mixed with any foreign material / impurities so as to maintain the quality.

1.3 Indenting, Loading into Rakes:

- a) Contractor shall assist GPGSL in submitting the Railway Programmer as per the lifting pattern and on submission of the same, contractor shall coordinate and ensure 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.
- i) At each loading siding contractor will have to deploy mobile crusher / D155 or equivalent dozer and do the crushing so that big size coal gets crushed/broken and ensure the sizing to (-) 100 mm. Also provide sufficient man power at all the sidings for proper sizing and avoid to load the any foreign materials / stones.
- j) Contractor should also ensure by providing security for safety of the material at the crushing or railway siding before it is loaded onto the rakes
- k) Fee for placement of indents will be paid by contractor.
- l) DD's for Railway freight will be the scope of GPGSL and time to time it will hand over to Contractor. Contractor has to submit to Railway authorities as per the RR and hand over the charge slip paid to Railways to GPGSL after RR raised.

1.4 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 it has 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 100 mm in

significant quantities. 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.

1.5 **OTHER TERMS & CONDITIONS:**

- a) The Contractor may deploy his staff / representative to witness the weighment and sampling & analysis of raw coal at GPGSL Power plant. Copy of weighment sheets of each rake shall be provided to the representative of contractor after weighment. Analysis results of each rake shall be provided to the contractor representative after the analysis is complete. The un-loading end weighment sheet and analysis results for the rakes received at GPGSL in a particular month shall be the basis for raising invoices.
- b) The Contractor shall follow up with QCI (if it is undertaking the work of sampling & analysis at loading ends) for Sampling, preparation and analysis as per terms of Tri-partite Agreement signed amongst QCI, GPGSL & CCL.
- c) The Contractor shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, Rail, etc.
- d) It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery at GPGSL TPS. Ideally, to depute their security personnel along with every rake till it reaches GPGSL facility.
- e) In order to have up-to-date information about lifting, loading, dispatch, movement of coal rake and expected placement, Contractor shall provide following updates to GPGSL Coal team.
 - Quantity of Coal lifted from Mines on daily basis.
 - Rakes loaded and details of RRs on each rake basis.
 - Expected loading of Rakes on daily basis.
 - Expected placement of Rakes at plants on daily basis.
- f) Safekeeping & responsibility to store, move the material prudently as per best utility practice is the sole responsibility of the Bidder. Bidder shall be solely responsible for all the Quantity lifted till the same is delivered to GPGSL Plant sites and Bidder to take all necessary steps and precautions as per prudent industry practice for the same.
- g) GPGSL personnel will have the access to Storage and loading premise at all time. GPGSL can conduct Physical Verification (PV) of GPGSL coal stock lying in Contractor's custody. Contractor to follow up for the same & provide demarcation of GPGSL's Coal.

- h) GPGSL can depute its own Sampling agency/ GPGSL personnel at Siding for its own satisfaction. GPGSL is not bound to share results of the same with Contractor & results will have no Commercial bearing.
- i) Contractor shall follow up with CCL in ensuring (by doing all the necessary & relevant activities as required to be done for completion of Scope of Work) that GPGSL gets its coal from the Railway Sidings, till the validity of the Contract. In this regard, signing of any Tripartite Agreement, issuance of Indemnity Bond as required by respective Siding Authorities/ CCL shall be done by GPGSL, if required. However, the necessary charges w.r.t. Siding agreement(s) (on actuals), handling & loading of coal through this siding, any other statutory or Govt. authority requirement to be borne & complied by the Contractor.
- j) Any permission required from Pollution Control Board (PCB) of the respective State or Rules & Regulations as stipulated by the Government for handling/transportation/storage or any other activity shall be in Scope of the Bidder.

The Scope of Work has been detailed as above but in case any items are omitted from the Scope of Work but otherwise required to complete the work then such items shall be deemed as included in the Scope of Work without any additional financial liability to GPGSL.

2.0 **QUANTITY DETERMINATION**

The weighment of Coal will be done on In-motion Weigh Bridges installed at GPGSL TPS which will be final for all Commercial purposes. The Contractor may witness the weighment. However, in case plant weight is more than RR weight or In-motion Weigh Bridges of GPGSL thermal plant goes defective, then RR weight shall be considered for payment.

The payment shall be released for the coal actually delivered at GPGSL TPS. As such the Contractor is to take care and to make necessary arrangement, so that diversion of Coal doesn't take place.

Quantity reconciliation will be done on FIFO basis.

3.0 **QUALITY DETERMINATION:**

It will be the responsibility of the Contractor to lift coal having quality commensurate to the declared grade of the mine/ quality billed by CCL. In case raw coal sampling and analysis is carried out by QCI, then the QCI declared Grade of raw coal & afterwards Referee analysis (if done) will be considered as the Grade of raw coal delivered by CCL to the Bidder. In case QCI is not undertaking the work of sampling & analysis in respect of particular mines, then 'declared GCV Band of the mine/' 'GCV Band billed by CCL' will be taken as the Grade of coal delivered to the Bidder.

The analysis of coal done at GPGSL thermal plants will be final. The contractor may witness the coal sampling & analysis at GPGSL thermal plants.

4.0 RECOVERIES FROM THE CONTRACTOR:

a) Recoveries for loss on account of GCV grade lower than GCV grade delivered to the contractor:

In case the GCV (Eq. basis) received/ analyzed at GPGSL lab / appointed TPS by the GPGSL is lower than GCV of coal delivered to the contractor on each rake basis as per the clause of 1.2 (g) then difference in landed price of coal including all taxes and duties etc. at the plant shall be recovered from the contractor.

b) Recoveries for loss on account of Excess TM% (Excess TM adjustment)

In case TM% in coal (on rake to rake basis) exceeds 1% of the TM% of coal delivered to the contractor (test report of QCI), proportionate weight correction on account of excess TM% in weight to be considered for payment shall be carried out based upon plant end analysis.

Railway freight for the corrected quantity shall also be recovered from the contractor.

There will be No Bonus for coal with TM% not exceeding above limits.

c) Recoveries for loss on lapsed/ shortfall quantity of Coal

1. The Contractor will lift 100% quantity of the Delivery Order within the stipulated time permitted by CCL and in case if the said quantity is lapsed, then damages for loss for the lapsed quantity will be recovered in full from the contractor.

2. The Contractor shall be responsible for dispatch of evacuated coal completely to GPGSL. The quantity reconciliation shall be done on quarterly basis for the total coal quantity lifted (CCL road weighment slip/gate pass etc.) by the Contractor during the quarter against Delivery Orders issued by CCL and total dispatched quantity to GPGSL. In case of any shortage, twice the cost of coal (weighted average price of coal paid to CCL) along with statutory levies, duties & taxes including GST (excluding Railway freight) will be recovered from the contractor. If required, reconciliation of Coal Quantity on above lines shall be done at the end of the Contract Period.
3. In case the net weight of coal received at GPGSL is lower than net weight as per RR, the landed coal cost including Railway freight on the difference of net dispatched quantity (RR weight) & net received quantity (plant weight) at GPGSL will be recovered from the contractor on rake to rake basis. However, the transit loss as per directive of PSERC issued from time to time will be allowed. The present transit loss allowed by PSERC is 0.8%.

d) Liquidated Damages

If the bidder fails to load 100% quantity lifted against a DO on rakes within 10 days from date of lifting by road then Liquidated Damages (LD) shall be payable @ 5% per week of Basic Price of Coal of undelivered/ failed quantity (DO lifted qty.– dispatched RR qty.), subject to maximum of 15% of Basic Price of Coal of undelivered quantity.

e) Recoveries for loss on Under-loading and Over-loading charges imposed by Railways

The Contractor shall endeavor to minimize under loading/overloading in coal wagons. Penal freight on account of overloading of the wagons/ rakes if charged by the Railways at any time, shall be borne by the Contractor on rake to rake basis. Under loading charges on actual basis will be borne by the Contractor.

f) Recoveries of loading point Railway Demurrage

Any Demurrage charges levied by Railways at loading end shall be borne by the Contractor. In case the same is imposed by Railways in GPGSL's RR, the same shall be recovered from Contractor's Bills.

g) Recoveries of unloading point Railway Demurrage

Any Demurrage charges levied by Railways at unloading end (plant side) due to factors attributable to the contractor like oversized coal/ stone boulders, over loaded wagons and damaged/ bulged wagons shall be borne by the Contractor.

h) Recoveries for loss due to oversized stones

Foreign material like plastic, tarpaulin, sand, bajri, iron pieces, concrete block etc. and stones are not to be loaded into the wagons. In case stones of size more than 250 mm are received at plants, recovery shall be made as under:

The stones of size more than 250mm received along with coal will be segregated & stacked at the unloading site separately, which shall be accessed jointly with the representative of the contractor on monthly basis. However, if separate stacking is not possible and common stacking of oversized stones for all sources is done, quantity of stones attributable to the contractor shall be worked out on pro rata apportionment on the basis of proportionate receipt of coal by rail from the contractor out of the total coal received by rail from CIL sources at the power plant. In case the contractor's representative fails to be present for joint assessment, the quantity of oversized stones assessed by the power plant will be final.

The recovery on account of oversized stones will be @ landed cost of coal including railway freight.

i) Cancellation of Work Order

GPGSL reserves the right to cancel Work Order without assigning any reason after giving one month's notice. Contractor shall have no claim on GPGSL on this account.

5.0 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:

5.1 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.

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

Copies of corresponding RRs.

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

5.2.2 Copy of weighment certification by GPGSL

5.2.3 Copy of Quality reports of loading end (3RD PARTY NATIONAL ACCREDITED LABORATORY)

5.2.4 Copy of GPGSL receipt end coal quality reports.

5.2.5 Certified working for deriving payable quantity.

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

www.dotwave.co.in/

5.3 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 3RD PARTY NATIONAL ACCREDITED LABORATORY tested grade (including referee results if any), the payable amount 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 3RD PARTY NATIONAL ACCREDITED LABORATORY results including the results of referee testing.

5.4 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.

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

To,

GVK POWER (GOINDWAL SAHIB) LIMITED

Head - Materials Department,

156-159, Paigah House SP Road, Secunderabad-500 003 Telangana State.

ANNEXURES

ANNEXURE I: COVERING LETTER

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

Date: _____

From _____

Tel. #: _____

Fax #: _____

E-mail address:

To

AGM - 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: 351

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 1 original + 1 CD with scanned copies of documents in a separate Cover apart from Part I, II, & III covers as per Section-2, 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 Section 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 Section 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 40 rakes of coal to be lifted for which GPGSL can award contract till 31.03.2020.
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 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

PARTICULARS AND DETAILS OF TENDERER/ FIRM

1	Name of the firm/ tenderer:	M/s.												
2	Registered office address:													
	Address for correspondence:													
3	Contact Details:	Phone:	Fax:											
	Email:			Mobile:										
4	Status of the tenderer: (please tick one)	<input type="checkbox"/> Individual <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited <input type="checkbox"/> Co-operative Society <input type="checkbox"/> Others (Pl. specify)												
5	Registration No. of the Firm:	Year of establishment:												
6	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> Permanent Account No. : (PAN issued by Income Tax Dept., Copy to be enclosed))													
7.	GST No..	(Copy of registration to be enclosed)												
8.	Name and address of Proprietor/ Partners/ Directors:													
Sr. No.	Name	Status	Address for Correspondence											
9.	Name of authorized Signatory	(The duly attested copy of authorization in the name of person signing tender documents shall be attached.)												
10.	(a) Details of Tender document fees: DD no. _____ Date: _____ Rs. _____ Bank/Branch _____													
11.	Earnest Money Details (EMD):													
	DD no.	Date	Rs.	Bank/Branch										
12.	We confirm that rates offered by us shall remain valid for acceptance by you up to 120 days from the date of opening of this tender.													

Signature : _____

Name of Person signing : _____

Place:

Date:

Tenderer's Name and address with seal _____

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

(On Letter Head of Statutory Auditors)

A. Technical Qualification

To

AGM- 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: 351

Dear Sir,

**Sub: Bid for Transportation of 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/	Qualification (Lakh MT/ Nos.)	Supporting documents enclosed
a.	Experience in transportation of coal in the CCL & other subsidiaries of CIL (Quantity and Financial year)			1) 2)
b.	Experience in – Coordination and dispatches with Railways/CCL and other subsidiaries of CIL (Quantity and Financial year)			1) 2)
c.	*Experience in loading of coal in wagons (Quantity and Financial Year)			1) 2)
d.	List of equipments: Bidders to submit the list of equipments (at mine end, for transportation, sizing, at railway siding) with the technical bid			

*One of the two as applicable.

Yours faithfully,

(Signature and stamp of 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. To be signed 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 claims shall be supported by certificates from Clients/Authorities.

Enclosures:

- 1)
- 2)
- 3)

B. FINANCIAL QUALIFICATION

To,

AGM- 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: 351

Dear Sir,

Sub: Bid for Transportation of 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 unaudited annual accounts in Financial Year

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

Table for NET-WORTH

Rupees in Crores		
Sl. No	Description	For financial year 20-21
1	Paid up share capital	
2	Net worth	
3	% of Net worth to Paid up share capital	

Net worth is defined as : the value of the company/ their entity is worth. In case of individual the properties owned, less debt the person has

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** (exclusive of GST/Royalty, etc.) and also its Net Worth.
- b. Any Whole-Time Director (supported by a specific Board Resolution)/Manager of the Bidding Company and his Net Worth.
- 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.

ANNEXURE V
PRICE BID FORMAT

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

To

AGM-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: 351

Dear Sir,

Sub: Bid for Transportation of Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode From various CCL 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 Coal from mine to GPGSL Plant through Road cum Rail (RCR) Mode/Rail Mode from CCL*" 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:**

PRICES TO BE QUOTED AS PER BELOW FORMAT:

SL.NO.	DISTANCE BETWEEN MINE & RAILWAY SIDING (Km)	COAL HANDLING & TRANSPORTATION CHARGES (Rs/MT) (as per scope of work specified in the Tender document)
1	0-20	
2	21-40	
3	41-60	
4	61-90	
5	Over 90 (per km basis)	
5	For rail mode from CCL	

Note:

1. A clear Breakup need to be provided as an attachment to the Price Bid, indicating the actual freight/ transportation costs (DISTANCE BETWEEN MINE & RAILWAY SIDING), loading charges, Unloading charges at railway siding, crushing costs and reloading charges onto the railway wagons
2. *Landed cost is computed based on applicable taxes excluding Entry Tax for which GPGSL has exemption. Contractor to comply with the procedures as required.*
3. *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 Section.-I of the bid document.

Signature :

Name :

Designation:

ANNEXURE VI

GENERAL TERMS AND CONDITIONS

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.

“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 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 V 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 Section 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 Section-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 Sec-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 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 circumstance 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

- a. Fire or explosion caused by reasons not attributable to the Contractor or any of the employees or agents of the Contractor;
- b. 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;
- c. epidemic, plague or quarantine; or
- d. 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
- e. Invasion, armed conflict, act of foreign enemy, blockade, embargo, insurgency in each case involving the GOI, or the GOP or occurring in India; or
- f. 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 labor 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

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 /3rd PARTY NATIONAL ACCREDITED LABORATORY / /CIL/Govt. bodies.
- iv. Mixing of dolochar or any other ingredients in coal that are detrimental to GPGSL power plant operation / equipment.
- v. Diversion of linkage coal lifted on behalf of GPGSL
- vi. Repeated lapsing of coal quantity against DOs issued.
- vii. The Contractor has indulged in any adulteration/pilferage/malpractice during handling of Coal

B. GPGSL's Events of Default:

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

a) Compliance of Labour Laws

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

b) 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 it's 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 Hyderabad, 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) 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.

ii) 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) Will 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 VII

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

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 VIII

Format for Earnest Money Deposit /Contract Performance Security

(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

AGM-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 coal from mine to GPGSL plant through road cum rail (RCR) mode.

An irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. 1,00,00,000/- (Rupees one crore only) valid as per table mentioned in clause 9 of Sec 1 of the bid document as required to be submitted by the Bidder as per the Bid Document for participation in the said bidding and this amount 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.1,00,00,000/- Rupees one crore only without any reservation, protest, demur demand and recourse. Any such demand made by GVK POWER (GOINDWAL SAHIB) LIMITED, Will be final conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

The guarantee will be irrevocable and will remain valid till as per table mentioned in clause 9 of Sec. 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 authorized officer, has set its hand and stamp on this day of 2019 at

This Bank Guarantee will be operative in our 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).