



HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office-C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company
Website: www.hpgcl.org.in E-mail Id: cefuel@hpgcl.org.in
Telephone/ Fax No. 0172-5022431/ 5022441

NIT No.: 41/HPGCL/CE/Fuel-340

Dated: 16.08.2024

**SHORT TERM
e-TENDER DOCUMENT
FOR
PROCUREMENT OF
5.86 Lac METRIC TONNE (LMT)
OF IMPORTED COAL FOR
THERMAL POWER PLANTS OF
HPGCL (4.08 LMT) and MAHATMA
GANDHI THERMAL POWER PLANT
(MGTPP) OF JHAJJAR POWER
LIMITED (JPL) (1.78 LMT).**



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ONLINE NOTICE INVITING TENDER
(INTERNATIONAL COMPETITIVE BIDDING)

NIT No.: 41/HPGCL/CE/Fuel-340

Dated: 16.08.2024

Haryana Power Generation Corporation Ltd. (hereinafter referred to as HPGCL), having its Head Quarter at Urja Bhawan, Plot No. C-7, Sector-6, Panchkula-134109 (Haryana), INDIA intends to procure **4.08 Lac Metric Tonne (LMT)** Imported Coal on 'FOR Destination' basis for HPGCL TPSs i.e. PTPS, Panipat; DCRTPP, Yamunanagar & RGTPP Khedar, Hisar and **1.78 Lac Metric Tonne** Imported Coal on 'FOR Destination' basis for JPL TPS i.e. Mahatma Gandhi Thermal Power Plant, Jharli, Jhajjar as per scope of supply on the terms and conditions specified in this tender document.

E-tenders / online bids are invited in two parts by the office of CE/Fuel, HPGCL, Panchkula as per details given below:-

Tender Enquiry No. and date	41/HPGCL/CE/Fuel-340 Dated 16.08.2024
Start date and time of tender downloading	16.08.2024 from 18:00 Hrs. onwards
Last date & time for submission of tender	27.08.2024 upto 15:00 Hrs.
Due date & time of opening of Techno-commercial Bid (Part-I) tender	28.08.2024 at 11:00 Hrs.
Estimated Cost	-----
Tender Fee (Non refundable)	Rs. 22,400/- (including GST @12%)
e-service Fees (Non refundable)	Rs. 1180/- (including GST @18%)
Earnest Money Deposit (EMD)	Rs. 12.35 Crore (Rs. Twelve Crore Thirty Five Lakhs only)
Information Regarding Online Payment of Tender Document, E-Service & EMD Fee and Bid Submission	<u>Volume-1</u> (Page No. 3 to 6)
Instructions to Bidders (ITB)	<u>Volume-2</u> (Page No. 7 to 17)
Pre-Qualifying Requirements (PQRs) / Eligibility Conditions for Bidders	<u>Volume-3</u> (Page No. 18 to 20)
General Terms & Conditions of the Contract (GTCC)	<u>Volume-4</u> (Page No. 21 to 24)
Payments / Taxes & Duties / Penalties etc.	<u>Volume-5</u> (Page No. 25 to 30)
Technical Specifications	<u>Volume-6</u> (Page No. 31 to 40)
Annexures	<u>Volume-7</u> (Page No. 41 to 65)

Chief Engineer/Fuel,
HPGCL, Panchkula.

VOLUME - 1

INFORMATION **REGARDING ONLINE** **PAYMENT OF TENDER** **DOCUMENT, E-SERVICE &** **EMD FEE AND BID** **SUBMISSION**

INSTRUCTIONS TO BIDDERS ON ELECTRONIC TENDERING SYSTEM

- Bidders can download tender documents from the portal: <https://etenders.hry.nic.in>.
- Bidders shall have to pay Tender document fee, e-Service fee online by using the service of secure electronic payment gateway. The secure electronic payment gateway is an online interface between bidders / contractors and online payment authorization networks. **Payment for Tender Document Fee and e-Service Fee can be made by bidders / contractors online directly through Debit Cards / Internet Banking Accounts / any other online mode and Earnest Money Deposit (EMD) is to be submitted in form of Bank Guarantee. The scanned copy of the bank guarantee for EMD shall be uploaded and the “Physical Copy” of bank guarantee for EMD must reach the address given in the tender document on or before opening of Techno-Commercial Bids.**

NOTE: If tender is cancelled or recalled on any ground, the tender document fee & e-service fee will not be refunded to the bidders.

Bidders can submit their tender documents (online) as per the following key dates: -

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-----	Downloading of Tender Documents, Bid Preparation & Submission	16.08.2024 from 18:00 Hrs. onwards	27.08.2024 upto 15:00 Hrs
2	Technical Bid (Part-I) Opening	---	28.08.2024 at 11:00 Hrs	-----
3	Short listing / Qualifying Technical Bids & Opening of Price Bids (Part-II)	---	Will be intimated to the firms through e-mail / letter.	

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. **Registration of bidders on e-Procurement Portal:-** All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.
2. **Obtaining a Digital Certificate:-**
 - a. Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details, please visit the website – <https://etenders.hry.nic.in>
 - c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>. **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.**
 - d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
 - e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the

digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent authority to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
 - g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Opening of an Electronic Payment Account:-** Tender document can be downloaded online. Bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.
 4. **Pre-requisites for online bidding:-** In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or e-tendering Portal.
 5. **Online Viewing of Detailed Notice Inviting Tenders:-** The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>
 6. **Download of Tender Documents:-** The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>
 7. **Key Dates:** - The bidders are advised to strictly follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
 8. **Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD and Submission of Bid Seal (Hash) of online Bids:-**
 - a. The online payment for Tender document fee, eService Fee can be done using the secure electronic payment gateway. Payment for Tender Document Fee and eService Fee can be made by bidders / contractors online directly through **Debit Cards/Internet Banking Accounts/any other online mode** and **Earnest Money Deposit (EMD) is to be submitted in form of Bank Guarantee. The scanned copy of the bank guarantee for EMD shall be uploaded and the "Physical Copy" of bank guarantee for EMD must reach the address given in the tender document on or before opening of Techno-Commercial Bids.**

The secure electronic payment gateway is an online interface between contractors and Debit card / online payment authorization networks.
 - b. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).
 - c. The bidders shall quote the prices in price bid format only.
 - d. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

- a) **If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence will not appear during tender opening stage.**
- b) **Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online tenders at the portal <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.**

- c) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help to Contractor'.
- d) For any technical related queries please call at 24 x 7 Help Desk Number given on the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Contact Us'.

Chief Engineer/Fuel
HPGCL, Panchkula

VOLUME - 2

INSTRUCTIONS TO **BIDDERS (ITB)**

INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS / ABBREVIATIONS:-

- i. **Purchaser/Corporation:** HPGCL & JPL.
- ii. **HPGCL:** Haryana Power Generation Corporation Ltd.(Tender inviting Authority)
- iii. **JPL:** Jhajjar Power Limited, a wholly owned subsidiary of Apraava Energy Private Limited, Jhajjar, Haryana.
- iv. **MGTPP:** Mahatma Gandhi Thermal Power Plant, Jharli, Jhajjar.
- v. **HPPC:** Haryana Power Purchase Centre
- vi. **TPS:** Thermal Power Station
- vii. **PTPS:** Panipat Thermal Power Station, Panipat.
- viii. **RGTPP:** Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
- ix. **DCRTPP:** Deenbandhu Chhotu Ram Thermal Power Project, Yamunanagar.
- x. **Destination:** TPS of HPGCL i.e. PTPS, Panipat (Railway Siding Code: TPAP), RGTPP, Hisar (Railway Siding Code: PMRG), DCRTPP, Yamunanagar (Railway Siding Code: PDTK/KNZ) and TPS of JPL i.e. MGTPP, Jhajjar, Jharli, Haryana (Railway Siding Code: MJPJ)
- xi. **HOP:** Head of Project
- xii. **Bidder:** The firm which has submitted its Bid.
- xiii. **Firm/Supplier:** The successful bidder to whom the contract is awarded
- xiv. **Quarter** - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.
- xv. **Month:** A calendar month.
- xvi. **Week:** 7 calendar days
- xvii. **Day:** Calendar day.
- xviii. **Language** - English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
- xix. **LMT:** Lac Metric Tonne
- xx. **MMT:** Million Metric Tonne
- xxi. **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg.
- xxii. **NTPC:** National Thermal Power Corporation.
- xxiii. **State Gencos:** State Government owned Generation Companies/ Corporations.
- xxiv. **IPPs:** Independent Power Producers.
- xxv. **'CIF', 'FOR', 'FOB', 'C&F'** and other shipping dispatch terms as used herein shall have meaning in accordance with their usage in India.
- xxvi. **CERC:** Central Electricity Regulatory Commission.
- xxvii. **INR:** Indian National Rupee (₹).
- xxviii. **USD:** United State Dollar (US\$).
- xxix. **ARB:** As Received Basis.
- xxx. **ADB:** Air Dried Basis.
- xxxi. **LoA:** Letter of Acceptance.
- xxxii. **EMD:** Earnest Money Deposit.
- xxxiii. **GCV:** Gross Calorific Value (Kcal/kg)
- xxxiv. **Goods and Services Tax** or **"GST"**: Taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws)
- xxxv. **Reference Exchange rate:** Reference Exchange rate for a day means the RBI/FBIL reference Rate in INR₹ for US\$, as published by Reserve Bank of India or FBIL.
- xxxvi. **Contract or Agreement** means the Contract entered into between the Successful Bidder and Purchaser, covering the Scope of Supply/work and terms & conditions of contract etc. together with all the documents referred to therein such Contract or Agreement.
- xxxvii. **Contract Price:** means the landed price to be paid for the performance of the work detailed under Scope of Supply, subject to such additions and adjustments thereto or

- deductions there from, as may be made pursuant to the Contract.
- xxxviii. **Bid Price:** means Landed Price of coal to TPSs of HPGCL and MGTPP, Jhajjar Power Limited, Jhajjar per MT as quoted by the Bidder.
- xxxix. **Successful Bidder** means the person(s) whose bid to perform the Contract or Agreement has been accepted by the HPGCL/JPL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful Bidder.
- xl. **Gol:** Government of India.
- xli. **GoH:** Government of Haryana
- xlii. **Local Currency** means the currency of the Government of India i.e. Indian National Rupees (₹).
- xliii. **Services:** The work to be performed by the Successful Bidder pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- xliv. **“Coal”** wherever used in these tender documents shall mean and include “Imported Coal”.
- xlv. **Owner** means HPGCL & “MGTPP, JPL, Jhajjar”
- xlvi. **Contractor** means “Successful Bidder”
- xlvii. **“Unloading End”** means HPGCL Plants i.e. PTPS, DCRTTP & RGTPP and JPL TPS i.e. MGTPP.
- xlviii. **“Railways Freight”** means Standard/Nominal Railway freight for Coal, as per latest Rate circular, from proposed loading Railway siding to HPGCL Plants’ Railway sidings and JPL Plants’ Railway sidings.
- xlix. **Delivery Point:** For supplies under this Contract will be at wagon tippers of HPGCL Plants i.e. PTPS, DCRTTP & RGTPP and MGTPP owned by JPL.
- I. **Contracted Quantity:** means quantity to be supplied by Supplier as per the provisions of the Contract.
- li. **Bid:** means the Techno-commercial (Part-I) and Price bid (Part-II) submitted by Bidders
2. Please visit HPGCL website www.hpgcl.org.in and <https://etenders.hry.nic.in> for NIT details.
3. Bidders are instructed to submit their bids online only on Haryana e-portal website (<https://etenders.hry.nic.in>).
4. Tenders not accompanied with the prescribed EMD, Cost of Tender and e-service fee shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.
5. Tender received through post / email / courier or in physical form shall not be considered for evaluation.
6. In case, date specified for opening of tender, happens to be a public holiday, then next working day shall be considered automatically for the same.
7. HPGCL may, at its sole discretion, extend the time & date for the submission of the bid documents.
8. After opening of the Techno-commercial bids and till finalization, both parties i.e. HPGCL/JPL and Bidders will not enter into any correspondence except for any clarification / supplementary information sought by HPGCL/JPL.
9. All the costs and expenses incidental to the preparation and submission of tender, discussions, conferences, if any, shall be borne by the Bidders and HPGCL/JPL shall bear no liability whatsoever on such costs and expenses.
10. HPGCL reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder / intending bidder shall have any claim arising out of such action.
11. The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for import, shipment, Handling and supply of coal from the concerned authorities, without any additional cost to Purchaser. If required, on the request of the successful bidder, Purchaser at its own discretion will issue necessary

letters / documents as is required to fulfill any obligations without any risk or liability to Purchaser.

12. The successful bidder may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder will have to enter into contract as devised by Purchaser on terms & conditions as necessary for execution of contract.

13. **Submission of Bids:** - Bids shall be submitted electronically as per details provided in Volume-1 of this Tender. A hard copy except price bid of all the documents in original (as scanned and uploaded with the e-bid) must reach the below mentioned address on or before opening of Techno-Commercial Bids:-

The Chief Engineer/Fuel,
HPGCL, Urja Bhawan,
Plot No. C-7, Sector-6,
Panchkula - 134109

Bids should include the Bid submission Form (**Annexure-A**) along with documents listed in **Annexure-T**.

14. **Preparation of Tender:** -

- a. Before submission of the tender, the bidders are requested to make themselves fully conversant with the technical specifications, nature of work, terms & conditions of contract etc. so that no ambiguity arises in this respect at a later date.
- b. Only such firms will be authorized to participate in tender who would qualify the pre-qualification clause of tender. Bids are to be submitted complete in all respect with requisite information, Certificates, Annexures, etc. It should be free from any ambiguity, cutting or overwriting and submitted as per **Annexure-T** of General Checklist for Bidders.
- c. Chief Engineer/ Fuel, HPGCL, Panchkula reserves the right to revise or amend the Terms and Conditions of bid documents prior to the date notified for opening of the tenders and also to postpone the date for submission and opening of tender without assigning any reason/s.
- d. Bidders are requested to adhere to all clauses of the NIT and terms & conditions to facilitate finalization of the contract. Any clarification can be sought by the bidders before submission of their tenders. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
- e. Not more than one bid for this work will be submitted by any bidder.
- f. Bids submitted for part supply shall not be entertained.
- g. Bid shall be submitted online only in prescribed format and shall be considered completely as part of the contract document in case of successful bidder. The bidder will sign each & every page of the tender documents before uploading the same.
- h. Bid of a firm, not in conformity with any clause of this tender document, is liable for rejection.

15. **Language of Bid:** - The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and HPGCL shall be written in English language only, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.

16. **Bid Currency:** - The bidder(s) shall quote C (FOB Cost), I (Marine Insurance) & F (Ocean Freight) price in US Dollar (\$) and for all other components of total FOR price including taxes & duties, Railway Freight etc. shall be considered in Indian National Rupees (₹).

The payments to the successful Bidder shall be made in equivalent Indian National Rupees (₹) for FOR Coal Price at HPGCL TPSs' ends and MGTPP, JPL, Jhajjar ends.

17. Bid Form, Price Schedule and Important Conditions: -

- a. The schedule of quantity proposed to be delivered to TPSs of HPGCL and TPS of JPL, is indicated in the bid documents. The Bidder has to quote their prices as per the Price Bid (Part-II) in Excel sheet format enclosed in the Bidding document.
- b. The Bidder has to quote for the entire quantity of the Package as mentioned in the Price Bid, Bidding Document. It is mandatory for each Bidder to quote the prices for all TPS of Purchaser included in the Package, as per the provisions of the bidding documents.
- c. The Bidder has to quote the Total 'FOR Destination Basis' Coal Price for indicative Quantity for the entire package in equivalent Indian National Rupees (₹) as per the detailed calculations shown in Excel Sheet of the Price Bid (Part-II).
- d. The bidder should not have been blacklisted/debarred/suspended for business or banned as on date of submission of bid by any power utilities/Government/ Semi Government / Government Undertaking Organization and Public Sector Undertakings (PSUs) in India & abroad. The documents furnished by the bidder should be true including the contents thereof. The bidder shall submit an affidavit to this effect, as per **Annexure-C** duly notarized. Non-submission of affidavit or submitting false affidavit, if found at any stage, shall render the bidder disqualified and their EMD / Performance Bank Guarantee shall be liable to be forfeited.
- e. Bidder shall undertake that they shall deal directly with HPGCL/JPL and will not engage any Agent to deal with HPGCL/JPL. Compliance to this provision shall be confirmed by the Bidder through **Annexure-S**.

18. Earnest Money Deposit (EMD): -

- a. Amount of EMD Rs. 12.35 Crore (Rs. Twelve Crore Thirty-Five Lakhs only) is to be submitted in form of Bank Guarantee as per the proforma specified in Annexure-U in favour of Chief Engineer-Fuel, HPGCL, Panchkula issued by any Scheduled Commercial Bank notified by Reserve Bank of India. Bank Guarantee to be submitted towards EMD should be on Indian non-judicial stamp paper of Rs. 100 or in accordance with Stamp Act.
- b. The validity of the bank guarantee against EMD shall be at least for 120 days from the date of opening of Techno-Commercial Bid and the same shall be extended as may be required.
- c. Bank Guarantee for shorter value and period shall make the Bid liable for rejection. Bank Guarantee on Indian non-judicial stamp paper of less than Rs. 100 or not in accordance with Stamp Act as shall make the Bid liable for rejection.
- d. The scanned copy of the bank guarantee for EMD shall be uploaded and the "Physical Copy" must reach the below mentioned address on or before opening of Techno-Commercial Bids: -
The Chief Engineer/Fuel,
HPGCL, Urja Bhawan,
Plot No. C-7, Sector-6,
Panchkula – 134109
- e. No interest shall be payable on Earnest Money Deposit (EMD).
- f. The earnest money of all the bidders will be refunded only after award of contract and submission of Performance Bank Guarantee by the successful bidder.
- g. Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.
- h. Every bidder, while submitting tender, shall be required to submit Earnest Money Deposit specified in the NIT through Bank Guarantee as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD". The proof of Earnest Money Deposit shall necessarily accompany with online tender, without which the tender shall be rejected forthwith.

19. Forfeiture of EMD: - The EMD may be forfeited: -

- a. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder.
- b. If the Purchase Order has been issued but the successful bidder refuses to comply with it, the earnest money deposited by him shall be forfeited in full.
- c. If the Bidder does not accept the arithmetical correction of its Bid Price.
- d. In the case of a Successful Bidder, if the Bidder fails to furnish the required Performance Bank Guarantee within the specified time limit, in accordance with relevant clause of Performance Bank Guarantee.

- e. In case of evidence of cartel formation by the bidder(s).
 - f. In the event Bidder gives any false declaration, misrepresentation, documents.
 - g. In the event bidder indulges in changing/adding or deleting the contents of the tender documents.
 - h. In the event bidder refuses to accept allocation of coal quantity given by HPGCL/JPL.
20. **Validity of Tender:** - The Bids shall remain valid for a period of 120 (One Hundred and Twenty) days from the date of opening of Techno-commercial bids. The bid valid for shorter period shall be rejected by HPGCL as being non-responsive.
- In exceptional circumstances, HPGCL may solicit the Bidder's consent for extension of the Bid validity period. When the validity period is extended by the Bidder, the validity of the EMD shall also be suitably extended by the Bidder.
21. **Bid Prices:** -
- a. The Bidder has to quote the total "FOR HPGCL TPSs basis" and "FOR JPL TPSs basis" Coal Price including all taxes, duties & levies, freight, cess, insurance, etc. on FOR Coal Price in equivalent INR (₹). The detailed calculations are as shown in Excel Sheet of the Price Bid (Part-II) (**Annexure-N**).
 - b. The prices are to be quoted by the Bidder in a currency as specified at Clause-17 in ITB, as per the format provided in the bidding documents. The quoted prices are to remain valid during the entire currency of the Contract, till the complete execution.
 - c. All charges for the entire Scope of Supply / Work shall be included in the quoted price and the same shall be for entire contract, in line with the Technical Specifications including Scope of Supply/ Work and bidding document provisions.
 - d. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakup of the prices in the manner and detail called for in respect of the quantity mentioned in the Bidding Documents.
 - e. The terms EXW, FOB, C&F, CIF, FOR etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.
 - f. Base C&F Price of the imported coal is to be quoted in two components of FOB Coal Price & Ocean Freight up to respective Indian port. Base FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per Pricing Methodology and adjustment on quality variations etc, as indicated in the bid documents.
- Total C&F Coal Price for the purpose of adjustment in payment shall be worked out in accordance with Volume-6 of the bidding document.
- g. Other components of FOR Coal Price at TPS (excluding Railway Freight) shall comprise Port & Inland Handling charges and other incidental charges including Wharfage, Stamp Duty, Pollution Cess, Terminal Charges, Wagon Haulage, Siding Charges, Stevedoring, Handling, Clearing & Forwarding charges, Insurance charges and applicable Taxes and Duties (except for GST on FOR Coal Price and GST Compensation Cess), which shall remain FIRM during the currency of the Contract.
- The Bidder shall be free to import coal through any of the discharge ports in India, however, Purchaser shall make payments based on the rates quoted by the Bidder for their TPS except for the Railway freight. Railway freight will be payable as per provisions clauses hereunder, read in conjunction with subsequent clause(s).
- Further, same FOB Coal Prices are required to be quoted for all the Power Plants of Purchaser, within the Package. In case of a Bidder quoting more than one FOB Coal Price for the plants within the Package, the highest of such FOB Coal Price shall be considered for the purpose of evaluation and lowest of such FOB Coal Price shall be considered for award.
- h. Under GST regime, if input tax credit (ITC) benefits is available to the bidder, Bidder to quote their Price bids taking the same into consideration. Purchaser shall not be in any way, responsible for the same at a later stage.

- i. For the purpose of payment / reimbursement to the bidder on account of Taxes, duties & levies, the impact of Indexation on C&F Coal Price shall be considered.
 - j. Railway freight will be payable as per actuals, limited to the quoted Charges in line with the clause No. 11 of Volume-6. Besides, variation in railway freight tariff, if any, shall be dealt for the purpose of payment/adjustments, in line with the sub-clause below. The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.
 - k. **Variation in Railway Freight:** - The bidders are to quote Railway Freight based on the Railway Freight prevailing as on 7 days prior to Techno-Commercial bid submission date. For the purpose of calculating the variation in Railway Freight on account of Adjustment in Base Freight Rates by Railways, following method shall be worked out:-
 - a) The distance corresponding to the quoted Railway freight by the bidder for the respective Plant shall be worked out from the prevailing Railway Freight Tariff as on 7 days prior to Techno-Commercial bid submission date, issued by Ministry of Railways.
 - b) Railway freight will be payable as per actual, limited to the quoted Charges.
 - c) In case of revision of Base Freight Rates by Railways, the revised Railway freight shall be calculated for corresponding distance as at (a) and payment shall be limited to calculated revised railway freight or actual railway freight paid, whichever is lower.
 - l. All elements of FOR Price including CIF Coal price, GST and GST Compensation Cess, if any, Port & Handling charges, Railway Freight, insurance, etc. shall be based on received and adjusted Net Quantity at TPSs of HPGCL and MGTPP, JPL, Jhajjar.
 - m. Certain Zonal Railway has recently issued circular stipulating that for Rakes/ wagons diverted in between the Units of same Power Corporation/ Industries will be entertained only when claim cases have been registered against the said NR (Not Received) consignment by the consignee. Accordingly, Successful Bidder, as the case may be, shall lodge the claim with Railways for any missing/diverted out wagon/rake as per prevailing Railway rules.

In case Successful Bidder is required to lodge the claim with Railways then required authorization from the stations shall be taken, if required. In case Purchaser is required to lodge the claim with Railways as per extant rules of Railways then Purchaser's responsibility will be limited to lodging the claim for such missing / diverted Rakes/ wagons. However, all the necessary action for the same and liaisoning with Railways for follow up and settlement of such claims shall be the responsibility of the Successful Bidder. Further, in such cases where Purchaser is required to lodge the claim, the claim amount as settled by Railways against these claims will be credited to the Successful Bidder's account by Purchaser upon settlement and receipt of such claim from Railways. Purchaser shall not be responsible for amount of claim settled and time taken for settlement by Railways.
22. **Queries/ Clarifications:** -
- a. To clarify any issues regarding the bidding documents in general and the technical specifications / Scope of supply/work etc., the bidders are requested to submit queries in writing or by e-mail to reach HPGCL **before 20.08.2024 upto 13:00 Hrs.** at the address indicated below: -

Email address: cefuel@hpgcl.org.in

Chief Engineer-Fuel
Plot no. C-7, Urja Bhawan
Sector-6, Panchkula
Haryana- 134109.
 - b. Any modification in the bidding documents which may become necessary shall be made by the HPGCL exclusively by issuing clarification / amendment to the bid documents.
 - c. Bidder is not expected to raise any additional query after cut-off date mentioned above and HPGCL is not obliged to reply any such queries.
23. **Signature on Bids:** - Bids must be affixed with seal of the corporation / company and duly signed by its President, Secretary or any other person or persons authorized to sign on

behalf of the Corporation / Company in the matter through board resolution of the company.

Each page of the documents of Tender must be signed, sealed and numbered consecutively. The total number of pages should be mentioned in the upper right corner of the front page of each part.

24. **Certificate regarding acceptance of all Conditions:** - No deviation, whatsoever, is permitted, to the provisions of the Bidding Documents. The Bidders are advised that while preparing their Bid and quoting prices, all conditions may appropriately be taken into consideration. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted. A certificate to this effect is to be submitted by the bidders as per format prescribed at **Annexure-E**.
25. **Conclusion:** -
- a. Bids, which are not complete in all respects as stipulated above, will be liable for rejection without any intimation to the bidders. Submission of correct bid proposal is bidder's responsibility and there will be no consideration for errors and omissions on part of the bidders.
 - b. Bids can also be rejected if: -
 - Not submitted in prescribed form.
 - Not fulfilling any of the qualifying conditions.
 - Bid received from a bidder whose past performance is not satisfactory.
 - The bidder who has been blacklisted/debarred/suspended for business or banned as on date of submission of bid by any power utilities/Government/ Semi Government / Government Undertaking Organization and Public Sector Undertakings (PSUs) in India & abroad.
 - The bidder is not offering the required validity.
 - The bidder is not accepting any conditions in the bid.
 - The Bid with deviations.
 - Any offer for partial/lesser quantity than specified in the tender terms.
 - The bids not in conformity with HPGCL's requirement as per tender documents.
 - c. HPGCL reserves the right to reject any proposal if: -
 - A material mis-representation is made or discovered, or
 - The bidder does not respond to HPGCL asking for supplementary information/ clarifications required for evaluation of the proposal / finalization of the bid within the time period as specified by HPGCL.
 - d. The Price Bids of only those bidders will be opened whose offers meet with the Qualifying Requirements and whose Techno-Commercial offers are acceptable to HPGCL.
 - e. HPGCL reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. HPGCL/JPL also reserves the right not to order any quantity against this tender. HPGCL's decision in this regard shall be final and binding to all the bidders.
 - f. It shall not be binding upon HPGCL to accept the lowest bid. It shall not be obligatory on the part of HPGCL to furnish any information or explanation for the cause of rejection of tender or part of the tender by HPGCL and the same shall be binding to bidders.
26. **Preliminary Examination of Bid:** -
- a. HPGCL will examine the Bids to determine whether the same are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
 - b. Arithmetical errors, if any, will be rectified on the following basis: -

- If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures in the price bid, the lower amount of the two will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected and the EMD will be forfeited.
- c. HPGCL may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- d. Prior to the detailed evaluation, HPGCL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents.
- e. Any incomplete bids will not be accepted and such bids shall be summarily rejected.

27. **Bid Opening and Evaluation:** - The Bids shall be opened on the specified date and time indicated in the NIT. After opening of Techno-Commercial (Part-I) bids, the Tender Evaluation Committee as constituted by HPGCL shall screen the bid documents / credentials submitted by the bidders against pre-qualifying requirements / eligibility conditions of tender. Bidders shall be informed about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for eligibility / qualifying criteria are found to be in order by the committee. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness and the decision of Tender Evaluation Committee shall be final and binding on the bidders.

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by HPGCL. In case the Bidder refuses to withdraw deviations implicit or explicit found anywhere in the bid, without any financial implication whatsoever, the bid shall be rejected.

The bidders found successful in Technical Evaluation shall be notified for opening of the price bids and their authorized representatives may attend the price bid opening.

28. **Price Bid:-**

- a. The bidders are required to quote their prices online only as per Price Bid format (Part-II) of this e-tender.
- b. For quoting the prices, the Bidder is expected to take into account the requirements and conditions of the bidding documents.
- c. Bidder shall quote for entire 5,86,000 MT of imported coal.
- d. Bidder shall provide the requisite breakup of cost as per the format provided in Price Bid (Part-II) (**Annexure-N**).

29. **Conversion to Single Currency:** - To facilitate evaluation and comparison, all bid prices shall be converted to Indian National Rupees (₹), as applicable, as per the following: -

Source of exchange rates	:	Published by Reserve Bank of India or FBIL
Date of exchange rate	:	Seven days prior to date of opening of (Techno-commercial) Bids. (e.g. for date of opening as 10.07.2023, date of exchange rate shall be 03.07.2023)

Reference Exchange Rate for a day means the RBI/FBIL Reference Rate in Indian National Rupees (₹) for US Dollars (\$), as published by Reserve Bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available.

The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under these Bidding Documents. The Bids shall be evaluated for arriving at total "FOR HPGCL TPSs basis" and "FOR MGTPP Jhajjar Power Limited, Jhajjar basis" price as computed in the price bid.

30. **Negotiation:-** Negotiations, if required would be held by competent authority of HPGCL with reference to Haryana Govt. O/o no. 2/2/2010-4-IB-II dated 18.06.2013 & 2/2/2010-4-IB-II dated 16.06.2014 and its latest amendment dated 26.05.2023.
- a) Price negotiation could be held up to four number of such bidder (s), in addition to L1-bidder in cases where there are bidders falling within 5% of the L-1 bidder. In cases where the L-1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L₁ bidder further improves upon the price discovered during the negotiations, he would be treated as the L₁ bidder.
 - b) In cases where there is no bidder within 5% of the L-1 bidder,
 - i) L-2 bidder will be invariably called for negotiation in addition to the L-1 bidder and
 - ii) L-3 bidder will also be called, if it is so decided by the competent authority, in addition to L-1, L-2 bidders.
31. **Letter of Acceptance:** - Prior to the expiry of the period of bid validity, on acceptance of a bidder's offer, the contract shall be concluded, however, the contract agreement shall be signed later for ministerial purpose. Acceptance of bid proposal by Purchaser shall be communicated by the issue of a 'Letter of Acceptance (LoA)'. The Successful Bidder shall enter into the Contract Agreement (**Annexure-B**) with Purchaser and submit the Performance Bank Guarantee within 15 (fifteen) working days from the date of issue of LoA. The Agreement will be executed on appropriate value NJS paper. The stamp duty is to be borne by the Supplier. Issuance of LoA, along with signing of Contract Agreement with the Successful Bidder subsequently, only will constitute the formation of the contract.
32. **Corrupt or fraudulent practices:** - HPGCL/JPL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows: -
- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition.
 - c. HPGCL will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. HPGCL will declare such firm ineligible/blacklisted/debarred/suspension of business for a stated period of time.
33. **Cartel Formation / Pool Rates:** - Sometimes a group of Bidders quote same rates against a tender enquiry. Such Pool/ Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done, besides, suitable administrative action, like rejecting the bids with forfeiture of EMD, reporting the matter to appropriate authority to take suitable strong actions against such firms. HPGCL may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.
34. **Authorized Representatives:** - Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by HPGCL/Purchaser or the Successful Bidder shall be taken or executed by the representatives authorized for the purpose.
35. **Obligations of the Successful Bidder:** - The Successful Bidder shall execute the contract and carry out their obligations as per Scope of Supply / Work and terms and conditions defined in the Tender Document or Contract Agreement with all due diligence,

efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to HPGCL/JPL/Purchaser and shall at all times support and safeguard HPGCL's/JPL/Purchaser's legitimate interests.

36. **Indemnity:-** Without any protests or demur, 'supplier' indemnifies HPGCL/JPL/Purchaser and its Branches and agrees to hold HPGCL/JPL/Purchaser and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to HPGCL/JPL/Purchaser on account of 'supplier'/ omissions / negligence / mistake / misconduct breach or default and /or non fulfillment of terms and conditions of this agreement.

Without any protests or demur, supplier shall indemnify and save harmless HPGCL/JPL/Purchaser, its affiliates and their customers, officers, directors, and employees from and against any losses, damages, liabilities, interests, demurrage, fines, penalties, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, and expenses (including reasonable attorneys' fees, insurance) that arise out of or result from any and all claims.

37. **Disclaimer:-** HPGCL may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. HPGCL reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this Tender is issued bonafide.

38. HPGCL/JPL at its discretion may decrease the contracted quantity keeping in view the requirement of plants.

39. The detail of contact persons are as under:-

Sh. Pawan Bains, Executive Engineer / Fuel, Mob number: +91-9814884477, email: cefuel@hpgcl.org.in, fuelhpgcl@gmail.com

Chief Engineer/Fuel
HPGCL, Panchkula

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PRE QUALIFYING **REQUIREMENTS (PQRs) /** **ELIGIBILITY CONDITIONS** **FOR THE BIDDERS**

PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR BIDDERS:-

Prospective bidder(s) who fulfil the following qualifying criteria can participate in the tender. The Qualifying Requirement for the bidders for this tender shall be as under: -

- A. The bidder must have successfully imported and supplied a minimum of **4.69 Lac Metric Tonne (LMT)** coal of foreign origin other than India to any Power Utility including NTPC/State Gencos/ IPPs, in any continuous twelve (12) months in one or multiple contracts during the preceding five (5) financial years **i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24** along with the current financial year up to the date of Techno-Commercial bid opening.

In support of the aforesaid experience, the Bidders shall furnish:-

- a. Performance/ Work Completion certificate in original from End Users as per **Annexure-F**.
- b. Certificate from Statutory Auditors of the Bidder in original as per **Annexure-G**.
- c. Self certified details of Bill of Lading (B/L) and Bill of Entry (BoE) in tabular form showing B/L No. & date, name of vessel, name of end-user and corresponding BoE No. & date. The Bill of Lading should either be in the name of bidder or duly endorsed in the name of bidder. The copies of bill of lading and bill of entries must be attached alongwith certified details.

AND

Turnover:-

The bidder must have average annual turnover in last three (3) financial years i.e. 2021-22, 2022-23 & 2023-24 not less than Rs. 1236 Crore (Rs. One Thousand Two Hundred Thirty-Six Crore) or in equivalent foreign currency (RBI/FBIL Reference rate on base date will be considered for conversion).

The net worth for the last financial year ending on March'24 shall be at least Rs. 207 Crore.

In support of the aforesaid financial criteria, the bidder shall furnish the audited balance sheet/ P&L Statement/ Certified copies of unaudited balance sheet alongwith Auditor's certificate regarding turnover. The bidder shall submit certificate regarding Net Worth from a practicing Chartered Accountant.

- B. The bidder must have handled, including port operations and loading for dispatch through Indian Railways, a minimum of **4.69 Lac Metric Tonne (LMT)** coal of foreign origin other than India to any Power Utility including NTPC/State Gencos/ IPPs, in any continuous twelve (12) months in one or multiple contracts during the preceding five (5) financial years **i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24** along with the current financial year up to the date of Techno-Commercial bid opening.

In support of the aforesaid experience, the Bidders shall furnish:-

- a. Handling Experience certificate in original from the End-User as per **Annexure-I** as applicable.
 - b. Auditor's Certificate in original from the Statutory Auditor(s) of the bidder as per **Annexure-H**.
- C. The bidder should not have been blacklisted/debarred/suspended for business or banned as on date of submission of bid by any power utilities/Government/ Semi Government / Government Undertaking Organization and Public Sector Undertakings (PSUs) in India & abroad. The bidder shall submit an affidavit duly notarized to this effect as per **Annexure-C**. Non-submission of affidavit or submitting false affidavit, if found at any stage, shall render the bidder disqualified and their EMD / Performance Bank Guarantee shall be liable to be forfeited.

Note: In case bidder is foreign based, bidder will ensure the compliance of all applicable Indian laws.

- D. **GST Documents & Undertaking: -**

All Prospective bidders to submit copy of Registration Certificate under GST Act.

The following undertakings (on the letter head of the bidder) to be made part of mandatory documents to be submitted by all bidders: -

- 1.1. GST registration is valid as on date.

- 1.2. No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.
- 1.3. Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the bidder ineligible to participate in tender. The successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise: -
 - 1.4. Undertakings mentioned at 1.1, 1.2 and 1.3.
 - 1.5. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of the contract.
 - 1.6. Bidder will submit copies of GSTR1 and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from PURCHASER, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or / and services to PURCHASER.
 - 1.7. Bidder will inform immediately the PURCHASER about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of bidder.
 - 1.8. Undertaking to indemnify the PURCHASER in case of any financial implication on PURCHASER due to non compliance of prescribed obligation under the GST Law on part of the supplier / bidder.
- E. The bids of the bidders not meeting any of the above qualifying criteria shall not be considered for evaluation.
- F. The above terms and conditions shall be considered in totality and bids received without complying with the above conditions shall be summarily rejected.
- G. The supply of imported coal against this tender is for TPS of HPGCL and JPL and is having a very critical nature. Hence the bidder shall make himself / itself, well conversant to all the costs / financial exposure involved and all the operational matters involved to supply the imported coal as per the requirement. At any point of time HPGCL/JPL/Purchaser will not be responsible for any costs incurred by the bidder for fulfillment of the contractual conditions.
- H. Participation through Joint Venture/ Consortium will not be allowed.
- I. HPGCL also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

Chief Engineer/Fuel,
HPGCL, Panchkula

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GENERAL TERMS & CONDITIONS OF THE CONTRACT (GTCC)

GENERAL TERMS & CONDITIONS OF THE CONTRACT (GTCC)

1. **Notices:** - Any notice to be given under the Contract shall be in writing and shall be sent by personal delivery, speed post, e-mail to such Party i.e. Purchaser or Successful Bidder to the address of the said party.
2. **Suspension of Obligations:** - The obligation stipulated in the bidding documents can only be suspended in the event of Force Majeure as defined below or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract / Agreement.
3. **Force Majeure:** -
 - i. The delay in the delivery of the supply may be treated as force majeure to the supplier only if: -
 - a. The delay in delivery of the material on order result from any cause arising out of Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.
 - b. The supplier's request for extension of delivery period along with all necessary evidence, before the expiry of scheduled date of delivery.
 - ii. Non-availability of material or any other similar cause shall not be considered as a force majeure circumstance.
 - iii. The delay on the part of Railways in placement of rakes will be considered as force majeure act for completing the delivery schedule. However, placing indents of rakes with railways shall be successful Bidder responsibility.
 - iv. The decision of Purchaser in all matters under this clause shall be final and binding on the successful Bidder.
4. **Handling of Documents / Confidentiality:** - All documents, data and specifications etc. prepared by the Successful Bidder in connection with the services to be provided by the Successful Bidder shall be property of Purchaser. This stipulation applies to them and shall continue to apply even after the execution of such work(s) under the Contract. As and when required before final acceptance of work or upon termination of the Contract, the aforesaid documents, data and specifications etc. prepared specifically for this engagement (including originals) shall be handed over to Purchaser.

The Successful Bidder shall take all necessary steps to ensure confidential handling of all information received, developed or acquired by them from Purchaser under terms of the Contract or in performance thereof.

The Successful Bidder shall not prepare articles or photographs for publication or speeches about the work and/or plant and installation in which Purchaser has an interest without prior written consent of Purchaser.

The Successful Bidder shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such works under contract.

5. **Successful Bidder's Responsibilities:** - The Successful Bidder shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a prudent provider of services, or in accordance with best industry practices.

The Successful Bidder shall be responsible for timely supply of all resources, information, and decision making under its control that are necessary for execution of the assignment.

The Successful Bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract at its own cost.

The Successful Bidder shall comply with all laws in force in India. The laws will include all national, State, municipal, or other laws including rules/ regulations / instructions issued by statutory authority and are binding upon the Successful Bidder. The Successful Bidder shall indemnify and hold HPGCL/JPL/Purchaser harmless from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or

resulting from the violation of such laws by the Successful Bidder or its personnel and from any illegal use of any resources by the Successful Bidder.

In particular, the Successful Bidder shall provide and employ only such personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand.

The Successful Bidder assumes primary responsibility for all the jobs for the execution of the contract in accordance with relevant provisions of this Bidding document.

6. **Certificate not to affect right of Purchaser and Liability of Successful Bidder:-** Neither the payment made by Purchaser nor any extension of contract period granted by Purchaser shall affect or prejudice the rights of Purchaser against the Successful Bidder or relieve the Successful Bidder of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or as discharge of the liability of the Successful Bidder for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify Purchaser, nor the acceptance by them of any sum paid affect or prejudice the rights of the Successful Bidder against Purchaser.
7. **Grafts, Commissions, Gifts etc.:-** Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Successful Bidder or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with Purchaser, shall, in addition to any criminal liability which it may incur, subject the Successful Bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to Purchaser resulting from any such cancellation. Purchaser shall then be entitled to deduct the same from any monies otherwise due to the Successful Bidder under the Contract.
8. **Enforcement of Terms: -** The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.
9. **Suspension of Work: -** Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the Contract without invalidating the provisions of the Contract.
10. **Defence of Suits:-** If any action in court is brought against Purchaser for the failure or neglect on the part of the Successful Bidder to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Successful Bidder, their agents, representatives or their Sub Contractors, Suppliers or employees, the Successful Bidder shall in all such cases indemnify and keep Purchaser or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.
11. **General: -**
 - a. The Bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of Purchaser.
 - b. Direct or indirect canvassing on the part of the Bidder or their representative will lead to disqualification from participation in the tender.
 - c. Bidder must not have any conflict of interest with Purchaser and the Bidder must disclose in its bid the list of works being executed with Purchaser at present. Accordingly, Purchaser shall reserve the right to reduce the existing or proposed scope of supply of the Bidder.
12. **Arbitration: -**
 - a. All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection and / or in consequence or relating to this contract, whether or not obligations of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed with

mutual consent of both the parties from the panel of Arbitrators to be suggested by Purchaser. The seat of the Arbitration shall be at New Delhi.

- b. The Award of the Arbitrator shall be final and binding on the parties of this contract. Subject to aforementioned provisions, the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and Rules made there under for the time being in force, shall apply to the Arbitration proceedings under this clause.
- 13. **Laws Governing the Contract:** - The contract shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery or place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from where the acceptance of tender has been issued.
- 14. **Jurisdiction of Courts:** - The courts of the place from where LoA of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 15. **Set Off:** - Any sum of money due and payable to the supplier under a contract (including performance bank guarantee returnable to the supplier) may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of that or any other contract entered into by the supplier with the Purchaser.
- 16. HPGCL/JPL at its discretion may decrease the contracted quantity keeping in view the requirement of plants.

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PAYMENTS / TAXES & DUTIES / PENALTIES ETC.

PAYMENTS / TAXES & DUTIES / PENALTIES ETC.

1. **Payment/s to Supplier: -**

- a. Payment/s will be made to the account of the Supplier as per payment terms stated hereunder. The payment/s against the Supplier's invoice submitted to Purchaser TPSs specifying the amount due shall be processed by the Purchaser after the conditions listed herein for such payment as per "**clause 4, 5, 6 & 7 of Technical Specifications (Volume-6)**" have been met.
- b. Supplier shall submit the details of Bank Account in a prescribed format (**Annexure-K**) along with the Bid in order to facilitate the Purchaser to release payments electronically through Electronic Fund Transfer System. In case of any changes to the bank account indicated in the Bidding documents, the Supplier shall immediately inform Purchaser. The Supplier shall hold Purchaser harmless and Purchaser shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on account of any error in the information or change in bank details provided to Purchaser in the prescribed form without intimation to Purchaser duly acknowledged.
- c. Successful Bidder shall be required to comply with the requirements as laid down by RBI / Government of India from time to time, including for receiving the payments.

2. **Payment Terms: -**

The payment terms shall be as under:-

- a. Payment shall be made in INR (Rs.) only.
- b. Invoice to be submitted on weekly basis for the total rakes received during the preceding Week.
- c. 90% of C&F Coal Price, 100% of Marine Insurance, 90% of Railway Freight, 90% of Other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges and 100% reimbursement of GST on FOR Coal price and GST Compensation Cess, if any, shall be released after adjusting any outstanding dues on receipt of consignment by Purchaser at Power Plants and on fulfilment of the following conditions:
 - i. Submission of Regularizing Invoice in quadruplicate based on the actual quantity of coal measured at Purchaser Power Plants, as per the format given in **Annexure-M** of Vol. 7 of bidding documents. The consignment at Plant end, for payment purpose, shall imply the Rake quantity.

In case actual date of receipt of consignment(s) by Purchaser at power plant (s) is beyond the Delivery Schedule for the entire quantity (as provided by Purchaser), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the reference exchange rate as applicable on the actual date of Delivery at Purchaser power plant(s), whichever is lower, shall be applicable for the purpose of payment.
 - ii. Submission of documents as per **Annexure-M** of the Tender document.

Balance Payment

Balance payment i.e. 10% of C&F Coal Price, 10% of Railway Freight and Other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges shall be released after receipt of Coal quality results at Purchaser Power Plants and carrying out necessary adjustment in quantity due to quality variations on fulfillment of the following conditions: -

- i. Submission of Final Invoice in quadruplicate for Final balance payment after carrying out the adjustment for quality results.

In case actual date of receipt of consignment(s) by Purchaser at power plant (s) is beyond the Delivery Schedule for the entire quantity (as provided by Purchaser), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the reference exchange rate as applicable on the actual date of Delivery at purchaser power plant(s), whichever is lower, shall be applicable for the purpose of payment.
- ii. Submission of original report of PURCHASER and in case of dispute, report of the third party lab for Coal Quality at PURCHASER Power Plants, as described in Tender Document and submission of original Discharge Port Coal Quality Analysis Certificates of IIA.

- iii. For adjustment of quantity due to coal quality variations, samples shall be taken from each rake and analyzed for each rake for payment purpose as described in tender document. The consignment at Plant end shall imply the Rake quantity.
- iv. Reconciliation of monthly supplies and payments carried out as described in tender document. All elements of Price including C&F Coal price, Port & handling charges, GST and Cess & surcharge, if any, shall be based on received and adjusted Net Quantity at PURCHASER Power Plants. The payments made shall be reconciled and settled during the joint monthly reconciliation.

Any balance adjustment because of quality and quantity shall be settled through debit/credit notes and payment thereof shall be made within 7 working days from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, PURCHASER reserves the right to adjust the same in the next available payment.

OR

d. Payment through LC (Letter of Credit)

Bidders may also opt for release of above payment through Letter of Credit (LC), subject to submission of all documents as per **Annexure-M**. The declaration regarding this option shall be provided by the bidder along with the tender document (Part-I). Letter of Credit (LC) shall be issued 7 days before the shipment of scheduled quantity of imported coal for making 90% payment. The documentation will be as per **Annexure-M**, except the document mentioned at Note: (iv) of **Annexure-M**.

- 3. Reconciliation / Adjustments:** - Supplier and Purchaser shall jointly reconcile all payments made for the monthly Coal supplies made during preceding month within fifteen (15) working days after end of each month. The parties shall forthwith give credit / debit notes for the amounts falling due, if any, assessed during such reconciliation. The monthly reconciliation statement shall be jointly signed by the authorized representative of Supplier and Purchaser, which shall be binding on both the parties. Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment.

4. Taxes and Duties: -

- a. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of imported coal to Purchaser's Plants.
- b. Owner shall bear and reimburse the GST applicable on supply of imported coal on "FOR Destination Basis" along with GST Compensation Cess (if any) in accordance with the terms of Payments to the contractor based on the rates prevailing at the time of receipt of imported coal at Purchaser's Plants.
- c. The Contractor shall be required to avail any concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract. The Contractor shall be solely responsible for availing any such concessional duty. The contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty.
- d. Bidders may note that in case of importing coal from ASEAN countries/ Indonesia, they shall be required to avail the concessional custom duty, provided the impact of the concessional duty is beneficial to the Owner. As per the Circular dated 21.10.2013, the prevailing Basic Customs Duty (BCD) @ 'Nil' in case of importing coal from Indonesia.
- e. For the purpose of the Contract, the Contract Price shall be based on applicable taxes and duties prevailing on the date seven days prior to the last date of submission of Techno-commercial bid. Except for GST on FOR Coal Price and GST Compensation Cess on supply of Imported Coal on "FOR Destination Basis" to Purchaser's TPS, Contractor shall include all other Statutory Taxes, Duties & Levies, Stamp duty etc. in their Bids. While quoting, the Contractor is to take into account all the rules, regulations & notifications of Government of India, currently in vogue. For avoidance of doubt, it is clarified that for payment/re-imbusement purpose, variation in GST on supply of Imported

Coal on "FOR Destination Basis" to Purchaser's TPS along with GST Compensation Cess shall be dealt with in line with the provisions hereunder.

- f. With reference to GST on FOR Coal Price and GST Compensation Cess, if rates of Tax and Duties are increased or decreased, a new Tax / Duty is introduced, an existing Tax / Duty is abolished, or any change in interpretation occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account such change pertaining to GST on FOR Price and GST Compensation Cess by addition to the Contract Price or deduction there from, as the case may be.
 - g. For the purpose of payment/reimbursement to the Contractor on account of GST on FOR Coal price, the impact of Indexation on C&F Coal Price shall be considered.
 - h. The GST on FOR Coal Price and GST Compensation Cess shall be reimbursable by the Owner, as detailed hereinabove, upon submission of documentary evidence. Further, notwithstanding the aforesaid, any increase in GST and/or GST Compensation Cess on the Contract Price shall not be payable or reimbursable by Purchaser, if such increase is on account of delayed delivery by the Contractor.
5. **Other Tax, Statutory Levies & Railway Freight:** - Any variation in taxes & duties and any variation / proportionate variation in Railway freight notified by Govt. of India / any State Govt. from the NIT Publication date will be to the account of Purchaser based on documentary evidence. Any refunds received by Supplier on any of these accounts from concerned authorities shall be passed on to Purchaser within 5 working days of receipt of such refunds.

Further, in case of any variation in taxes & duties and Railway freight notified by Govt. of India / any State Govt. during the pendency of the contract, Supplier will be responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities. However, Purchaser may extend all necessary assistance required by the Supplier.

6. **Interest on Money due to the Supplier:** - Supplier shall not be entitled to any interest or damage in case of any delay on the part of the Purchaser to pay the amount due upon measurement or as per Contract or otherwise. Supplier shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.

No claim for interest or damage will be entertained or be payable by the Purchaser in respect of any amount or balance which may be lying with the Purchaser or may become due upon settlement / adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Purchaser in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever

7. **Compliance with Government Orders:** - Coal to be imported under the proposed agreement is meant for generation of power at TPS of Purchaser and thus Supplier shall ensure compliance of all regulations / conventions / policies / guidelines / orders etc. in force related to any or all of the activities covered in the imports, including shipping of the consignment, insurance, clearing, handling & forwarding and inland transportation etc.

In case of any modifications in any of the provisions in respect of supply of Imported Coal, during the currency of the proposed Agreement, the same shall become applicable and binding on Supplier with immediate effect

8. **Assignment:** - Neither party to the contract shall assign or transfer the contract, or any benefit there under to any person, firm or Corporation without prior consent in writing of the other party.
9. **Liquidated Damages / Penalty for Delay:** - Supplier will ensure the delivery of consignment at TPS of Purchaser as per schedule given by Purchaser. In case of any delay or non-supply (other than those due to Force Majeure and delay on account of railways) liquidated damages/ penalty for delay will be charged @ ½ % (One Half Percent) of value of indented/ scheduled quantity for each week or part thereof subject to

a ceiling of 5% of the total consignment value for that period. Placing indents of rakes with railways shall be supplier's responsibility.

10. **Risk Purchase:** -

- a. In case of delay or non-supply of imported coal on the dates the same is due, Purchaser will have a right to refuse to accept such delayed supplies and to make the purchase of the quantum so delayed or not supplied from any alternative source, at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase/s shall be recoverable in full from the supplier in addition to Purchaser's right or claim for applicable liquidated damages or penalty.
- b. Purchaser, if considers it desirable not to purchase the imported coal not supplied / delayed by the supplier; shall have a right to cancel the purchase order due to non-fulfilment of contractual terms (i.e. delivery) and Purchaser shall recover the damages upto 5% of the total contract value.
- c. It shall be the sole discretion of Purchaser to exercise any of the above options.

11. **Performance Bank Guarantee (PBG):** - Within 15 (fifteen) working days of issuance of Letter of Acceptance (LoA), the Successful Bidder(s) shall furnish the Performance Bank Guarantee to Purchaser as per **Annexure-O** for 3% of Contract Value.

Where Contract Value = Landed price (INR/MT) x Contracted Quantity.

The performance Bank Guarantee/s shall remain in force upto three months after the completion of contract period or till the settlement of dispute covered under the Risk & Purchase Clause whichever is later.

The contract Performance Bank Guarantee furnished by Supplier is irrevocable, non-transferable & unconditional and Purchaser shall have the right to invoke it notwithstanding any dispute or difference between Supplier and Purchaser pending before any court tribunal, arbitrator or any other authority.

In case of any breach of contract, the above mentioned PBG shall be forfeited.

12. **Burden of Proof:** - The burden of proof as to whether a Force Majeure event occurred shall be upon the party claiming the Force Majeure event. If operation of such circumstances exceeds three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages.

The party, which is unable to fulfil its obligations under this agreement, within 15 days of occurrence of any of the causes mentioned in this clause must inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Supplier or the purchasers shall be sufficient proof of the existence of the above circumstances and their duration. The contract shall be deemed to have cancelled either partially or wholly, without any compensation to either party.

13. **Confidentiality:** - The parties to the agreement shall not either during the term or after expiration of the validity of the agreement disclose any proprietary or confidential information relating to the agreement and the services without the prior written consent of either party.

14. **Termination:** -

- a. Purchaser reserves the right to cancel / terminate the contract in full or part in case at a later stage during pendency of contract it is found that firm/ bidder had made a material misrepresentation while submitting the bid and in that case Performance Bank Guarantee submitted by the firm/ bidder shall also be forfeited and the firm/ bidder shall be liable for blacklisting.
- b. Purchaser reserves the right to terminate / cancel the contract in full or part by written notice of 15 (Fifteen) days, if the performance is not satisfactory in opinion of Purchaser or there is breach of contract on the part of supplier or the contract is found uneconomical to Purchaser.
- c. Purchaser also reserves the right to terminate / cancel the order by giving 15 (Fifteen) days written notice without assigning any reason thereof. In case any indented /

scheduled quantity of imported coal is in transit, it will be exempted from the notice of termination.

- d. The imported coal shall be tested at load port and discharge port by Successful Bidder. The coal specification should be complied with the base parameters indicated and should be within the specified range of the technical parameters.

If in any two different ships, the imported coal specifications after testing at discharge port(s) are reported outside the specified range of any / all of Parameters, then Purchaser shall terminate the contract agreement and forfeit the Performance Bank Guarantee.

15. HPGCL/JPL at its discretion may decrease the contracted quantity keeping in view the requirement of plants.
16. **The terms & conditions not specified in the tender, shall be governed by “HPGCL Works & Purchase Regulations 2015” and its amendments thereof which are available on HPGCL website i.e. www.hpgcl.org.in.**

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TECHNICAL **SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

1. Scope of Supply/Work: -

- a. The Successful Bidder shall supply 5.86 Lac Metric Tonne (LMT) Imported Coal on "FOR Destination" basis to TPS of HPGCL (4.86 LMT) and JPL (1.78 LMT) as per scope of supply on the terms and conditions specified in this tender specification. Scope shall include arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at TPS of Purchaser. All activities including clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) outside India, coordination at load port, discharge port, Railways etc. shall also be part of Scope of Work of the Successful Bidder.
- b. Unloading of Coal at TPS end of HPGCL & JPL and from Railway Wagons shall be arranged by Purchaser. The tentative quantity to be supplied to TPS of Purchaser is 5.86 Lac Metric Tonne. Quantity in contract can be increased upto 10% at the sole discretion of the Purchaser.
- c. The Successful Bidder shall have to arrange for requisite plots at port for Storage of imported coal procured by Purchaser. The Successful Bidder shall be responsible and liable for all delays arising out of non-availability of adequate plots at port. Purchaser in no circumstances shall be responsible for such delay and / or be liable for any claim on such account. Also, the Successful Bidder shall not hold Purchaser responsible for such delays under any circumstances.
- d. The Successful Bidder shall alone be responsible for watch and ward of the coal stock at such plots at port(s). They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior coal, extraneous materials, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Successful Bidder.

2. Period of Contract and Delivery Schedule: -

- a. The timely supply of imported coal as per delivery schedule is the essence of contract. The period of contract shall be six (6) months from the date of LoA.
- b. Keeping in view the coal requirement, Purchaser shall provide month wise delivery schedule to the Successful Bidder. The scheduled quantity of coal shall be supplied within 30 days from the date of issuance of delivery schedule.
- c. Purchaser reserves the right to vary monthly delivery schedule at its sole discretion. However, the successful Bidder shall have no objection or reservations, claim of any nature whatsoever on Purchaser for such changes in schedule.
- d. Period of Contract may be extended upto 2 months at the sole discretion of Purchaser.
- e. No coal supplies shall be accepted from Successful Bidder without written consent of Purchaser.

3. Quantity: -

- a. The Successful Bidders shall supply imported Coal on "FOR Destination Basis" at TPS of Purchaser.
- b. Based on the coal requirement of TPS, Purchaser reserves the right to vary the quantity for any Plant within the package and / or delete for any/all plant(s) all together during the contract.
- c. Under exceptional circumstances, Purchaser reserves the right to award bare minimum quantity required to meet the essential operations.

4. Technical Specifications of Coal: - The Coal to be imported will be as per the specified range for quality parameters for each rake as furnished hereunder: -

S.No.	Parameter/s	Unit	Specified Range
1.	Total Moisture (ARB)	%	Upto 32%
2.	Ash (ADB)	%	Upto 20%
3.	Sulphur (ADB)	%	upto 1.0% max
4.	Gross Calorific Value (ARB)	Kcal/Kg.	Not less than 4700
5.	Size	mm	Upto 50 mm

			However, size of the coal less than 2.36 mm shall not be more than 10% of the quantity received at the power plants
6.	Fixed Carbon (ADB)	%	30-50% Typical
7.	Volatile Matter (ADB)	%	25-45%
8.	HGI	-	45-60
9.	IDT under reducing atmosphere	°C	1100-1250
10.	Extraneous material	MT	NIL

Note:-

- Coal having specifications beyond specified range of the technical parameters shall not be loaded in the vessel at the load port.
- No bonus shall be payable for any parameter better than guaranteed one as listed above.
- Imported coal rake having any three or more technical parameters mentioned in above table falling in rejection range shall be outrightly rejected. Notwithstanding the fact that the rake is unloaded and its coal consumed after having ascertained the limits required for rejection from the test results submitted by Purchaser's laboratory for technical parameters mentioned above. Such rejected coal quantity received shall not be returned and no payment(s) shall be made against the same.
- Purchaser shall not be held responsible of any financial loss to the Successful Bidder in any circumstances in case of rejection.

The imported Coal to be supplied under this tender could be of any origin except India. Further, Purchaser has specified range for each parameter of coal and also linked the FOB prices to CERC index as well as Indonesian Coal Index ICI 3 (5000 kcal/kg GAR) and S&P Global-Platts Index (5000 kcal/kg GAR) as detailed in Pricing Methodology at **Annexure-R**.

Base parameters for price basis shall be as under: -

Total Moisture (ARB)	:	25%
Ash (ADB)	:	15%
Sulphur (ADB)	:	0.90%
Gross Calorific Value (ARB)	:	5000 Kcal/Kg
Size(less than 2.36 mm) not exceeding	:	10% of quantity received at power Plant

5. Prices based on Indices: -

- C&F Price of Coal shall be payable to the Successful Bidder based on the methodology outlined in this bidding document in various clauses.
- FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per following methodologies (also further detailed in Pricing Methodology at **Annexure-R**:-

A.1 FOB Coal Price: -

- For imported coal supplied from Indonesia: -

- Indonesian Coal Index ICI 3 (5000 Kcal/kg GAR), elaborated in the Pricing Methodology.
- S&P Global-Platts Index (5000 kcal/kg GAR) on weekly average basis.

For the purpose of payment, the lower of price worked out based on the above two methodologies, i.e. **A.1(i) (1) and A.1(i) (2)** shall be considered.

- For imported coal supplied from countries other than Indonesia – CERC's **Modified Composite Index** Methodology, elaborated in the Pricing Methodology.

A.2 Ocean Freight: - Methodology using Singapore Bunker prices for VLSFO (380 CST) index (as per CERC methodology), elaborated in the Pricing Methodology including Indexation.

A.3 Total C&F Coal Price: - Total C&F Coal Price for the purpose of payment shall be the sum of the FOB Coal Price and Ocean Freight, worked out as above.

6. Quantity Determination: -

- a. The coal will be measured / weighed rake-wise / wagon-wise for determination of quantity.
- b. Net Adjusted Quantity of coal received at Purchaser TPSs, i.e. quantity worked out after carrying out reconciliation/adjustments due to quality variations with respect to the base parameters, will be final for the purpose of assessment of executed quantity and payment.
- c. Quantity determination of imported coal shall be done at Purchaser TPSs, subject to adjustment due to variations over the base quality parameters, if any, and payments thereof shall be based on such determination at Purchaser TPSs.
- d. The Coal delivered shall be weighed at Purchaser TPSs. The actual weight of coal delivered at Purchaser TPSs shall be the difference of the gross weight of the loaded wagons and weight of the empty wagons both measured at Purchaser TPSs. The weight recorded by Weighment System of Purchaser having an electronic print-out facility shall be taken as final.
- e. In case of any ambiguity between RR weight and weight recorded by Weighment System of Purchaser TPSs the lower of the two weights shall be considered for payment purpose.
- f. In case Purchaser TPSs' In Motion Weigh Bridge (IMWB) is out of order, then the weighment as per the printout from the Static Weigh Bridge (SWB) at the tipping point of respective Purchaser TPS shall be considered for weighment of coal.
- g. In case both, the in-motion weighbridge as well as static weighbridge, are not operational, or the entire rake is not weighed then the weighment shall be considered as below:-
 - i. If a rake is partially weighed at TPS's weighbridge and atleast 25% of total wagons of a rake are weighed, the average weight per wagon will be applied on the remaining wagons for calculating total actual weight of the rake.
 - ii. If a rake is partially weighed at TPS's weighbridge and less than 25% wagons are weighed, the average weight per wagon shall be calculated based on the average of actual weight per wagon of all wagons received during the month and weighed at Plant. In case no rake is received during the month under consideration, the average actual weight per wagon last received during a month will be basis of calculating actual weight at Plant.
 - iii. In case actual weight is beyond measurable under the provision (i) and (ii) above, the average weight of complete month shall be applied for working out the actual weight.
 - iv. In case actual weight could not be worked out under provision (i), (ii) and (iii) above, then average weight of complete month of last receipt shall be applied for working out the weight.
- h. Dispute in weighment, if any, shall be raised by Successful Bidder in writing within five (5) working days after receipt of rakes at Purchaser TPSs. No request in this regard shall be entertained subsequently.
- i. It will be the responsibility of the Successful Bidder to inform the rake arrival time at power station in advance.
- j. It shall be the responsibility of the Successful Bidder to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on PURCHASER can be made or be admissible, if there is any error in determination of quality parameters due to erroneous or non- identification of rakes at Purchaser TPSs.
- k. The Successful Bidder shall ensure that imported coal rakes are delivered to the consigned station only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Successful Bidder, Successful Bidder shall furnish advance intimation and RR and other necessary details to the concerned station immediately on diversion of rake.
- l. All other charges like Demurrage / Dispatch, Wharfage, Overloading / Underloading charges etc. as applicable for Ports and Railways shall be to the account of Successful Bidder.

7. Quality Inspection: -

- a. Quality determination of imported coal shall be done at Load port, Discharge port and at TPS of Purchaser (Delivery Point). However, Quality of coal will be finally based on the inspection results of the samples taken at TPS of Purchaser and payments thereof will be based on such determination at Power stations.
- b. The Successful Bidder shall be responsible for draft survey, sampling and testing of coal samples at Load Port. List of agencies for Load Port is enclosed at **Annexure-P**.
- c. The Successful Bidder shall be responsible for draft survey, sampling and testing of coal samples at Discharge Port. List of agencies for Discharge Port / Transfer Point is enclosed at **Annexure-Q**.
- d. The costs towards draft survey, coal-sampling analysis and testing at various points i.e. Load Port and Discharge Port / Transfer Point shall be borne by the Successful Bidder.
- e. Purchaser either directly or through its authorized representative at its discretion and cost can carry out random checking of the sampling & analysis process at Load Port and/or Discharge Port and validate the quantity and quality parameters established by Successful Bidder as above.
- f. Sampling, Preparation and Testing of coal samples drawn at Load Port/ Discharge Port / Purchaser's TPS end shall be carried out as per below: -

Parameter	At Load Port/ Discharge Port	At Purchaser's TPS end
Sampling		
Sample Collection	ASTM D 2234/D 2234M-17	As per sampling Guidelines stipulated in the bidding document
Sample preparation		
Sample preparation	ASTM D-2013	ASTM D-2013
Testing and Analysis of coal samples		
GCV (ARB)	ASTM D 5865-13	ASTM D 5865-13
Total Moisture (ARB)	ASTM D 3173/D 3173 M-17A	ASTM D 3173/D 3173 M-17A
Volatile Matter (ADB)	ASTM D 3175-18	ASTM D 3175-18
Ash (ADB)	ASTM D 3174-12 (2018)	ASTM D 3174-12 (2018)
Proximate Analysis	ASTM D 3172-13	ASTM D 3172-13
Sulphur (ADB)	ASTM D 4239-18	ASTM D 4239-18
Size	ASTM D 4749-87(2012)	ASTM D 4749-87(2012)
HGI	ASTM D 409/D 409M-16	Not Applicable
IDT	ASTM D 1857/D 1857M-18	Not Applicable

g. Sampling Guidelines for sample collection at TPS end of Purchaser: -

The sample should be representative sample, means it should have coal of all sizes (small, medium, large), all grades (dull, shine) etc. The collected sample should represent the wagon, rake.

i. For TPS of HPGCL:-

The sample quantity of 3-4 Kg each in 4 increments is to be collected from every 3rd wagon of a rake i.e. 12 Kg from each wagon but it should in random. The randomness can be achieved by following:-

With the sample to be collected from every 3rd wagon, one can have 3-sets of option in each rake, either start the collecting sample from-1st wagon or 2nd wagon or 3rd wagon. This can be decided by drawing of chit containing the wagon no 1, 4, 7, 10, 13 --- or 2, 5, 8, 11, 14 ---- or 3, 6, 9, 12, 15, 18 ----- on arrival of wagon at HPGCL TPSs.

Coal samples at HPGCL TPSs' end, shall be drawn from each rake and prepared for analysis by HPGCL TPSs representative in the presence of representative of Successful Bidder. In case the Successful Bidder is not getting involved, while collecting of coal sample and preparing protocol for collection of coal sample, the activity of collection of coal sample should be continued and in such cases the coal sample collected by HPGCL TPSs shall be binding on the Successful Bidder.

Do the conning of sample, till the sample quantity is reduced to 4-5 Kg.

Eg- Suppose one collects 12 Kg sample [3-4 Kg each in 4 increments] from 18 wagons of a rake, then total coal sample collected will be around 210 Kg per rake.

Prepare a cone (heap) of 210 Kg and divide the cone from top to bottom and remove the half portion (left or right). Further, prepare the cone for remaining 105 Kg of coal and divide the heap and remove the coal of side opposite to the side of previous removal. Now, the balance available quantity of coal is 52.5 Kg and continues this process till the coal sample is reduced to 4-5 Kg. Out of this one (1) sample of at least 1 Kg in weight and without grinding shall be taken by HPGCL for separate testing.

Also, out of remaining coal sample which has been reduced to 4-5 Kg as above prepare one (1) sample of Coal of adequate quantity without grinding for determination of Total Moisture and Size. For determining the Total Moisture and Size, HPGCL shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by HPGCL at its Laboratory shall be carried out by HPGCL Chemist in presence of Head of Project (HOP) nominated officer and can be witnessed by Successful Bidder or his representative. If Successful Bidder wants to take the help of a testing agency for witnessing the analysis of Total Moisture and Size then he can take the help of agency as per List of Agencies for Discharge Port/Transfer Point as enclosed at **Annexure-Q**. The test certificate of Total Moisture and Size shall be signed by HPGCL Chemist, HOP nominated officer and Successful Bidder or his representative, immediately after its preparation. In case the Successful Bidder is not getting involved, while analyzing for Total Moisture and Size by HPGCL at its Laboratory, the analysis of Total Moisture and Size should be continued and, in such cases, the Total Moisture and Size as determined by HPGCL at its Laboratory shall be binding on the Successful Bidder. No dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. HPGCL Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond HPGCL Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of HPGCL and Successful Bidder in HPGCL Lab till determination of Total Moisture & Size. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.

Grind the remaining coal sample coal and sieve it.

Prepare three (3) samples of ground Coal of adequate quantity within one (1) day of its collection and distribute as follows:-

- i. 1st sample – HPGCL Sample for analysis at their end
- ii. 2nd sample – Sample to Successful Bidder for testing at his end - this Sample should be taken by Successful Bidder through materials exit gate pass from the plant.
- iii. 3rd sample – Referee Sample. Such Referee Sample shall be kept under joint lock and joint custody of Successful Bidder and HPGCL, to be used for future reference and/or testing.

HPGCL shall analyze their portion of the coal sample, distributed as above for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter..

Successful bidder shall analyze its portion of coal sample, distributed as above for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter, at the laboratory(ies) as may be identified by him.

ii. For TPS of JPL: -

Due to railway line electrification, sample collection from top of wagons is not permitted owing to safety concerns, thus JPL has adopted sample collection from grizzly, which is described as below:

- a. The concerned representative/team of IIA (appointed by JPL) shall be informed on the arrival of Imported Coal rake.
- b. JPL Commercial representative (if required), Contractor, IIA and JPL chemistry team or any other officer as authorized by JPL authorities are associated for the collection of samples as under: -

“The 4 nos. of coal sample from each corner of designated area at wagon tippler grizzly shall be collected from randomly selected wagons during unloading of rakes at wagon tippler. The sampled Coal from 14-15 wagons shall be used for preparation of final sample.”

- c. Approximately, 20-25 kg of sample Coal shall be collected from each wagon when unloaded at wagon tippler.
- d. Thus, approximately 300-350 Kg of sample Coal is collected from 14-15 wagons in a rake.
- e. Homogenous sample so collected shall be tested as per the BIS regulation.

Also, out of remaining coal sample which has been reduced to 4-5 Kg as above prepare one (1) sample of Coal of adequate quantity without grinding for determination of Total Moisture and Size. For determining the Total Moisture and Size, JPL shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by JPL at its Laboratory shall be carried out by JPL Chemist in presence of Head of Project (HOP) nominated officer and can be witnessed by Successful Bidder or his representative. If Successful Bidder wants to take the help of a testing agency for witnessing the analysis of Total Moisture and Size then he can take the help of agency as per List of Agencies for Discharge Port/Transfer Point as enclosed at **Annexure-Q**. The test certificate of Total Moisture and Size shall be signed by JPL Chemist, HOP nominated officer and Successful Bidder or his representative, immediately after its preparation. In case the Successful Bidder is not getting involved, while analyzing for Total Moisture and Size by JPL at its Laboratory, the analysis of Total Moisture and Size should be continued and, in such cases, the Total Moisture and Size as determined by JPL at its Laboratory shall be binding on the Successful Bidder. No dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. JPL Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond JPL Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of JPL and Successful Bidder in JPL Lab till determination of Total Moisture & Size. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.

Prepare **four (4) samples** of ground Coal of adequate quantity within one (1) day of its collection and distribute as follows: -

1. **1st sample** - JPL Sample for analysis at their end.
2. **2nd sample** - Sample to Successful Bidder for testing at his end - this Sample should be taken by Successful Bidder through materials exit gate pass from the plant from Gate-3.
3. **3rd sample** – HPPC sample. Such Sample shall be kept under lock and custody of JPL, to be used for future reference and/or testing.
4. **4th sample** - Referee Sample. Such Referee Sample shall be kept under joint lock and joint custody of Successful Bidder and JPL, to be used for future reference and/or testing.

JPL shall analyze its portion of the coal sample, distributed as above, for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter.

Successful Bidder shall analyze its portion of coal sample, distributed as above, for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter, at the laboratory (ies) as may be identified by him.

- h. **For corrections on quality variations:** - For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of Purchaser shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered. For Total Moisture and Size since the analysis carried out at Purchaser Laboratory by their Chemist and is witnessed by HOP nominated officer and Successful Bidder or his representative and the test certificate is signed by Purchaser's Chemist, HOP nominated officer and Successful Bidder or his representative, such analysis and test report shall be binding on Successful Bidder. Accordingly, no dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. In view of this no Referee Sample for determination of Total Moisture and Size shall be kept.

Purchaser will submit its report of each rake to the representative of the Successful Bidder at site. In case of any dispute, due to variance in test results of sample collected and distributed at clause no. 7(g) above of Successful Bidder and Purchaser beyond the limits permissible under the relevant ASTM (**except for Total Moisture and Size**) and

subsequent claim by the Successful Bidder for testing of referee sample, the test report for the sample distributed for corresponding rake of Successful Bidder should be provided to Purchaser within 10 (ten) working days after receipt of Purchaser's report by the Successful Bidder or 20 (twenty) working days after distribution of sample whichever is later. In such an event, Referee Sample shall be forwarded by Purchaser to Third Party Inspection Agency nominated by Purchaser i.e. National Council for Cement and Building Materials (NCCBM), Ballabgarh or Shri Ram Institute for Industrial Research (SIIR), New Delhi as one of them mutually decided. The cost of testing of the Referee Sample shall be borne by the Successful Bidder. Purchaser shall not be responsible for the time taken for referee sample tested by above laboratories. The report of above laboratories shall be final and binding to both the parties.

If no dispute is raised by Successful Bidder within 10 (ten) working days after receipt of Purchaser's report or 20 (twenty) working days after distribution of sample whichever is later, no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of Purchaser shall be binding and Purchaser reserves the rights to destroy the referee samples.

Working days, wherever mentioned, shall be counted for the station where coal shall be delivered.

- 8. Rejection:** - Utmost precaution shall be exercised by the Successful Bidder at the time of loading of vessel at Load port. Coal having specifications beyond specified range of the Technical Parameters shall not be loaded in the vessel at the load port. The Coal of specifications beyond the specified range of the Technical Parameters at Load port shall be liable for rejection by Purchaser. Purchaser shall not be held responsible of any financial loss to Successful Bidder in any circumstances in case of rejection.

Placed below are the **Technical Parameters** with minimum and maximum limit for acceptance with double penalty **based on the station end testing results:** -

Parameters	UNIT	Minimum limit	Maximum limit
Total Moisture (ARB)	%	None	32%
Ash (ADB)	%	None	20%
Gross Calorific Value (ARB)	Kcal/ Kg	4700	None
Sulphur (ADB)	%	None	1.0%

If the values of station end testing result for any of above Technical Parameters viz. Total Moisture (ARB), Ash (ADB), Sulphur (ADB) are reported above the absolute maximum tolerance limit as indicated above, then Purchaser reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause-10 for respective parameters. Similarly, If the value of station end testing results for Gross Calorific Value (ARB) are reported **below** the absolute minimum tolerance limit as indicated above, then Purchaser reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause-10 for respective parameters.

- 9. Dispute Resolution:** - The imported coal shall be tested at project site by Purchaser and the payment shall be made with reference to this report. If there is any dispute due to variance in results of successful Bidder and Purchaser beyond the limit permissible under the relevant ASTM (except for total moisture and size) for any particular rake, the Referee Sample will be sent to Third Party Inspection Agency as per Clause-7. The report of Third Party Inspection Agency shall be final and binding to both the parties.
- 10. Adjustment on Quality Variations:** - In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter: -
- a) **Total Moisture {As Received Basis (ARB)}:** - For correction of quantity due to Total Moisture, Purchaser's test results at power station shall be considered and in case of any dispute, if admissible as per Clause-7, test results of Third Party Inspection Agency nominated by Purchaser as per Clause-10, shall be considered.

Corrections will be done as follows: -

- i. **For Total Moisture {As Received Basis (ARB)} $25 < TM \leq 32$**
Weight of Coal to be reduced (For $25 < B \leq 32$) = $A \times 0.13 \times (B - (C \times (100 - B) / (100 - C))) / 100$
- ii. **For Total Moisture {As Received Basis (ARB)} $TM > 32\%$**

Weight of Coal to be reduced (For B>32) = $2 \times A \times 0.13 \times (B - (C \times (100 - B) / (100 - C))) / 100$

(where A is Coal received weight, B is percentage value of Total Moisture of coal received, C is the base parameter value of Total Moisture) No correction shall be applied in case of decrease in Total Moisture below the base parameter value.

- b) **Gross Calorific Value {As Received Basis (ARB)}:** - For correction of contracted landed price, Purchaser's test results at power station shall be considered and in case of any dispute, if admissible as per Clause-7, test results of Third Party Inspection Agency nominated by Purchaser as per Clause 10, shall be considered.

Corrections will be done as follows:-

- i) **For Gross Calorific Value {As Received Basis (ARB)} 5000>GCV >= 4700**

Corrected landed price (Per Metric Tonne) (for 5000>GCV >=4700)

$$= A \times \frac{\text{GCV (ARB) at TPS end}}{\text{(Contracted base GCV (ARB))}}$$

- ii) **For Gross Calorific Value {As Received Basis (ARB)} GCV < 4700 kcal/kg**

Corrected landed price (Per Metric Tonne)

$$= A - 2 \times A \left\{ 1 - \frac{\text{GCV (ARB) at TPS end}}{\text{(Contracted base GCV (ARB))}} \right\}$$

(Where A= Contracted landed Price at TPS end Per Metric Tonne)

For above calculation, Contracted landed price of coal shall imply the landed price of coal arrived at based on the Pricing Methodology at **Annexure-R** and shall be excluding Custom Duty and GST.

No correction shall be applied in case of increase in measured GCV (ARB) above the base parameter value.

- c) **Ash Content (ADB):** - For correction of quantity due to Ash, TPS end test results at power station shall be considered and in case of any dispute, if admissible as per Clause-7, test results of Third Party Inspection Agency nominated by Purchaser as per Clause-10, shall be considered Corrections will be done as follows: -

- i. **For ASH {Air Dried Basis (ADB)} 15 <ASH <= 20**

Weight of Coal to be reduced (for 15 <ASH <= 20) = $A \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$

- ii. **For ASH {Air Dried Basis (ADB)} ASH > 20**

Weight of Coal to be reduced (ASH > 20) = $2 \times A \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$

(Where A is Coal received weight, B is percentage value of Ash in coal received; C is the base parameter value of Ash)

No correction shall be applied in case of decrease in ash content below the base parameter value.

- d) **Sulphur (ADB):** - For Sulphur, Purchaser's test results at power station shall be considered and in case of any dispute, if admissible as per Clause-7, test results of Third Party Inspection Agency nominated by Purchaser as per Clause-10, shall be considered.

- i. **For Sulphur {Air Dried Basis (ADB)} 0.9 < Sulphur <= 1.0**

A penalty at the rate of **Rs.200 per MT** for every increase of 0.1% in Sulphur or part thereof shall be levied.

- ii. **For Sulphur {Air Dried Basis (ADB)} Sulphur > 1.0**

A penalty at the rate of **2 x Rs. 200/- per MT (i.e. Rs. 400/- per MT)** for every increase of 0.1% in Sulphur or part thereof shall be levied.

Sulphur content below the base parameter value of Sulphur shall be ignored.

- e) **Size:** - If the size as per sampling/analysis through analysis process at TPS end as determined by ASTM-D4749-87(2012) or its latest version in air dried sample for **0-2.36 mm size particles** exceeds 10% of the sample coal by weight received at power station, then the weight of coal shall be reduced as per following formula: -

Weight of Coal to be reduced = $(A \times B / 100) \times 0.1$

(Where A is quantity of coal received at power station, B is increase of the fines particles above 10% in percentage value)

(Example- If fines particles are 15%, then $B = (15-10) = 5$)

- f) After adjusting the received quantity at Power Station for quality parameters as above, if it is found that the net adjusted quantity is higher than the net Bill of Lading quantity (i.e. quantity worked out after carrying out adjustments due to quality variations at Load Port with respect to the base parameters), the payment shall be restricted to net Bill of Lading quantity. In case the net adjusted quantity at power station is lower than the net Bill of Lading quantity, the net adjusted quantity at power station shall prevail for the purpose of payment.
- g) For the purposes of adjustment of coal quality vessel wise, the samples shall be taken from each rake and analyzed for each rake supplied from the particular vessel. The weighted average results of such analysis of rakes received in fifteen days i.e. rakes received between 1st to 15th and rakes received between 16th to 30th / 31st of the month at power station shall be applied for carrying the necessary adjustment. In case rakes are received from more than one vessel then rakes received from each vessel in fifteen days period shall be considered for calculation of weighted average results. Further, if the quality parameters of any rake fall in rejection limits, it will not be included in above fifteen days averaging and shall be considered separately in accordance with provisions at Clause-8.

Treatment of Rakes falling under the Rejection Clause shall be as follows:-

Rake (s) falling under rejection as per Rejection Clause at para 8.0 shall not be considered for the calculation of the fortnightly weighted average as explained above and shall be reconciled on standalone basis as per the rejection Clause at para 8.0.

- h) The Coal delivered by the Successful Bidder at the Delivery Point will be free from impurities and extraneous materials including metals, boulders, stones, shales, bones, slates, earth, rocks, pyrites, plastic or wood etc. Successful Bidder is to ensure that coal is free of foreign / extraneous materials etc., failing which Purchaser shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous materials or 0.5% of FOR coal value of particular rake whichever is higher.

11. General: -

- i. The holds of each vessel shall be cleaned before loading, to avoid contamination.
- ii. Immediately on nomination of vessel, the Successful Bidder shall inform Purchaser the following details of the vessel(s): -
 - a. Name of the vessel & Steamer Agent
 - b. Expected Time of Departure
 - c. Expected Time of Arrival & Port of Discharge
 - d. Quantity of Coal proposed to be loaded
- iii. In view of that import coal price is linked to indexation and each Shipment may have a different price, it would be essential to link rakes / wagons with each shipment. Successful bidder shall accordingly identify the rakes / wagons with each shipment for the purpose of pricing in line with the agreement.
- iv. Successful bidder shall maintain separate account for missing/diverted wagons of imported coal if any and shall take up with Railways to ensure that such wagons are delivered at consignee station only.
- v. Railway freight will be payable as per actual, limited to the quoted Charges.

For the purpose of calculating the variation in Railway Freight on account of Adjustment in Base Freight Rates by Railways, following method shall be worked out: -

- a. The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.
- b. The distance corresponding to the quoted Railway freight by the bidder for the respective Plant shall be worked out from the prevailing Railway Freight Tariff as on 7 days prior to Techno-Commercial bid submission date, issued by Ministry of Railways.
- c. On revision of Base Freight Rates by Railways, the revised Railway freight shall be calculated for corresponding distance as at (a) and payment shall be limited to calculated revised railway freight or actual railway freight paid, whichever is lower.

Chief Engineer/Fuel
HPGCL, Panchkula

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ANNEXURES

LIST OF ANNEXURES

Sr. No.	Annexure	Description
1.	A	<u>Bid Submission Form of the letterhead of the Bidder</u>
2.	B	<u>Format for Contract Agreement</u>
3.	C	<u>Affidavit Notarized that bidder has not been banned / blacklisted</u>
4.	D	<u>Power of Attorney for Authorized Signatory</u>
5.	E	<u>Certificate of No Deviations</u>
6.	F	<u>End User certificate for supplies of quantities</u>
7.	G	<u>Certificate from Statutory auditors of the bidder for supplies imported coal made</u>
8.	H	<u>Certificate from statutory auditors of bidder for handling of coal of foreign origin other than India including Port Operations and Delivery upto Destination</u>
9.	I	<u>Handling Experience Certificate from End-User for Handling of coal of foreign origin other than India including Port Operations and Delivery upto Destination</u>
10.	J	<u>Declaration that Bidder has not submitted more than one bid</u>
11.	K	<u>Bank Account details</u>
12.	L	<u>Option regarding payment through Letter of Credit (LC)</u>
13.	M	<u>Format of Invoice to be submitted by Successful Bidder</u>
14.	N	<u>Price Bid Format</u>
15.	O	<u>Format for Performance Bank Guarantee</u>
16.	P	<u>List of Agencies for Load Port Testing</u>
17.	Q	<u>List of Agencies for Discharge Port / Transfer Point Testing</u>
18.	R	<u>Pricing Methodology</u>
19.	S	<u>Undertaking for Non engagement of Agent to deal with Purchaser</u>
20.	T	<u>General Checklist for Bidders</u>
21.	U	<u>Proforma for Bank Guarantee Against Earnest Money Deposit</u>

BID SUBMISSION FORM (On letterhead of the Bidder)

NIT No.

Dated

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

Sub: Tender for procurement of 5.86 Lac Metric Tonne Imported Coal for Thermal Power Plants of HPGCL & JPL.

Dear Sir/s,

We hereby submit bids for supply of 5.86 Lac Metric Tonne Imported Coal for Thermal Power Plants of HPGCL and JPL.

1. We have thoroughly examined and understood the instructions, Scope of supply and the terms and conditions etc. covered in the bidding documents issued by HPGCL of Haryana, India being fully aware of nature and Scope of supply required.
2. We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of supply, and terms and conditions covered in the bidding documents. We declare that the supply will be strictly in accordance with the requirement and bidding documents provisions.

We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:- List as per General Checklist for Bidders **(Annexure-T)**

3. We further confirm the following:-
 - (a) That in case of placement of award, while invoicing, the landed Price of the Coal shall be arrived at based on the Pricing details in Price Bid.
 - (b) Issuance of Letter of Acceptance, along with signing of Agreement with the Successful bidder subsequently, only will constitute the formation of the contract.

We hereby submit our Bid and undertake to keep our Bids remain valid for a period of 120 (One Hundred and Twenty) days from the date of opening of Techno-commercial Bids. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

Date _____
Place _____

Signature _____
Name _____
Designation _____
Seal _____

FORMAT FOR CONTRACT AGREEMENT

1. This agreement made at _____ and entered into this day of 2024, between _____ (hereafter called “_____” which expression shall unless executed by or repugnant to the context include its successors and assignees) having their registered office at _____ acting through the _____ on one part and M/s.....(Name of the Company) having their registered office at(Address) (hereafter referred as “Supplier” which expression shall unless excluded by or repugnant to the context include its successors of permitted assignees) on other part.
2. In accordance with E-NIT no..... dated..... and offer submitted by the Contractor vide offer no. dated..... and whereas the said offer accepted by _____ under LoA No.....dated.....and followed by detailed Purchase Order No.....dated....., on the terms and conditions specified in the aforesaid e-NIT & Purchase Order.
3. Now this agreement witnessed and it is hereby agreed and declared as under:-
In consideration of value of the contract vide Purchase Order No..... dated.....viz Rs.....placed with the Supplier on the terms and conditions specified in the contract the Supplier hereby covenant with the _____ that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described and which are implied then from or may reasonably be necessary for the satisfactory execution of said work within and of the same time in the manner and subject to the terms and conditions stipulated in this contract and the HPGCL/JPL shall pay to the Contractor all the sums of money as and when they may become due and payable under the terms and provision of this contract.
4. The Supplier undertakes to supply _____ Million Metric Tonne (MMT) **Imported Coal and deliver at Thermal Power Station of HPGCL/JPL** as per terms and conditions enumerated in Purchase order no._____ dated _____ and will execute the same within stipulated period in accordance with the specification and Terms & Conditions of the aforesaid Purchase Order.
5. The Supplier shall indemnify the _____ for payment of all claims or any compensation for injury caused to any person whether workman or not or for any other cause of action in pursuance of this contract and bound to defend _____ in all such cases brought under the Workman’s Compensation Act or any other statutory rules.
6. The aforesaid _____’s Purchase Order along with the Supplier’s acceptance letter no.dated....., regarding date of starting the Supply addressed to the _____ shall be deemed to be the part of this contract.

The said papers are signed by Shri.....for and on behalf of the Contractor and Shri.....for and on behalf of the _____ for the purpose of identification annexed herewith as scheduled:-

- i) e-NIT No.....dated.....
- ii) LoA No.....dated.....
- iii) Purchase Order No.....dated.....
- iv) In witness whereof the parties hereto have set their respective common seals with signatures to be herein to be affixed to the day and month of the year first above written.

Signature of the Contractor
with seal

Signature of _____ representative
with seal

Signature of witness

Signature of witness

FORMAT OF AFFIDAVIT THAT BIDDER HAS NOT BEEN BANNED OR BLACK LISTED

NIT No.: _____

Dated _____

(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)

TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri _____ S/O _____ Aged _____ R/O _____

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am working as _____ (Designation) in _____ (Name and address of the bidder) since _____
2. That I am duly authorized by _____ (name of the bidder) to submit this affidavit of its behalf.
3. That bidder is submitting a bid in response to invitation for bid for supply of 5.86 Lac Metric Tonne (LMT) of imported coal for power plants of HPGCL and JPL.
4. That bidder is not Black listed/ debarred/suspended for business or Banned as on date of submission of bid by any Power Utilities / Government / Semi Government / Government Undertaking Organizations & Companies and Public Sector Undertakings (PSUs) in India & abroad.
5. That bidder has successfully fulfilled all the contractual obligations in all organizations, referred to in Para 4 above, including supply of coal from given origin.
6. That if at any point of time the declarations given above are found to be incorrect, HPGCL/JPL shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/Performance Bank Guarantee.

DEPONENT

Verification :

Verified at _____ on _____ day of _____ 2024 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed there from.

DEPONENT

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our submission of the Bid against the Tender no... issued by Haryana Power Generation Corporation Limited (HPGCL) for procurement of Imported coal quantity, including signing and submission of all documents and providing information / responses to HPGCL, representing us in all matters before HPGCL.

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:

Designation:

Accepted

(Signature of the Attorney)

Name:

Designation:

Address:

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant **(Signature of the Executant)**

CERTIFICATE OF NO DEVIATIONS

(On letter head of the Bidder)

NIT No.

Dated:

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

Sub: Tender for Procurement of 5.86 Lac MT of imported coal for Thermal Power Plants of HPGCL and JPL.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your TENDER No. **NIT No.:** _____ and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire supply/work shall be performed as per the terms of the above bid documents.

Date

Signature of Authorized Person

(Name & Designation)

Official Seal/Stamp

**END-USER CERTIFICATE FOR SUPPLIES OF QUANTITIES
(ON THE LETTER HEAD OF END-USER / PSU)**

NIT No.

Dated:

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

This is to certify that, M/s _____(bidder) have supplied imported coal to us as per details given below:-

Period of Supply (Financial year)	Quantity (MT)

This certificate is issued at the request of M/s _____ (bidder) for the purpose of participating in tender/s.

PLACE:

(Signature of Authorised Person

DATE:

With Full Address)

Note:

In case supplies have been made through PSU/s, the certificate from PSU must indicate the name of the end-user.

CERTIFICATE FROM STATUTORY AUDITORS FOR SUPPLIES OF IMPORTED COAL MADE
(On the Letter Head of Statutory Auditors)

NIT No.

Dated:

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s _____ having office at _____. We hereby certify that M/s _____ (bidder) has supplied imported coal to end-user (NTPC/State Gencos/ IPPs) as under:

S.NO.	NAME OF THE END-USER	FINANCIAL YEAR	QUANTITY SUPPLIED (MT)

PLACE :

SIGNATURE

DATE :

NAME OF THE PARTNER / PROPRIETOR

MEMBERSHIP NO.

SEAL OF STATUTORY AUDITORS

CERTIFICATE FROM STATUTORY AUDITORS OF BIDDER FOR HANDLING OF COAL OF FOREIGN ORIGIN OTHER THAN INDIA INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION

(ON THE LETTER HEAD OF STATUTORY AUDITORS)

NIT No.

Dated:

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

We have examined the books of accounts, records and other relevant documents, alongwith other necessary information and explanations furnished by M/s_____ (bidder) having office at_____. We hereby certify that M/s._____(bidder) have handled coal of foreign origin other than india including port operations and delivery upto destination as per details given below:.

SN	Name of the Party	Financial Year	Coal Quantity handled (MTs)

PLACE :

DATE

SIGNATURE

NAME OF THE PARTNER / PROPRIETOR

PARTNERSHIP NO._____

SEAL OF STATUTORY AUDITORS

HANDLING EXPERIENCE CERTIFICATE FROM END-USER FOR HANDLING OF COAL OF FOREIGN ORIGIN OTHER THAN INDIA INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION

(ON THE LETTER HEAD)

NIT No.

Dated :

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

This is to certify that M/s _____(Name and address of the bidder) have handled coal of foreign origin other than India including port operations and delivery upto destination as per details given below:-

S.No	Name of the party	Financial Year	Coal Quantity handled, including port operations and delivery upto destination (in MT)

This certificate is issued at the request of M/s _____for the purpose of participating in tender/s.

Place :

Signature of Authorized Person

Date :

with full Address

DECLARATION THAT BIDDER HAS NOT SUBMITTED MORE THAN ONE BID

NIT No.

Dated:

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No. _____ for supply of 5.86 Lac MT of imported coal to Thermal Power Plants of HPGCL and JPL.

We hereby confirm that we have submitted only one (1) bid and have not submitted price in conjunction with any other bidder or have submitted bid in any other name either directly or indirectly.

Yours faithfully,

Signature.....

Date:

Name.....

Place:

Designation.....

Common Seal.....

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC
FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:-

We _____ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate HPGCL/JPL/Purchaser in case of any change in particulars given below and will not hold HPGCL/JPL/Purchaser responsible for any delay/default due to any technical reasons beyond control of HPGCL/JPL/Purchaser:-

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
BRANCH CODE : _____
SWIFT CODE : _____
ACCOUNT TYPE : _____
(SAVING/CURRENT/OTHERS : _____
E-MAIL OF THE : _____
BRANCH OF THE BANK : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/WE hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold HPGCL/JPL/Purchaser responsible.

Date :

Signature of Authorized Signatory

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No. _____ with our branch and the bank particulars mentioned above are correct.

Date

Authorized Signatory
Authorization No. _____
Name
Official Seal/Stamp

OPTION THAT PAYMENT TO BE MADE THROUGH LETTER OF CREDIT (LC)

NIT No.

Dated:

To,
Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No. _____ for supply of 5.86 Lac MT of imported coal to Thermal Power Plants of HPGCL and JPL.

We hereby submit that we will opt for the payment of supply of imported coal to Thermal Power Plants of HPGCL and JPL through Letter of Credit (LC) as per provisions laid down in the tender document.

Yours faithfully,

Signature.....

Date:

Name.....

Place:

Designation.....

Common Seal.....

FORMAT OF INVOICE TO BE SUBMITTED BY SUCCESSFUL BIDDER

Name of Plant:-

S. No	Particulars	Unit	Amount
1A.	FoB Price Per MT (as per Annexure-R)	US\$	
1B.	Ocean Freight Per MT (as per Annexure-R)	US\$	
2.	C&F Coal Price in INR Per MT (1A+1B) (<i>if applicable Exchange rate of US \$ to INR as on date of bill of lading</i>) [Documentary proof to be provided for exchange rate conversion]	INR	
3A.	Marine Insurance Charges Per MT	US\$	
3.	Marine Insurance Charges INR Per MT (<i>If applicable Exchange rate of US \$ to INR as on date of bill of lading</i>)	INR	
4.	CIF Price per MT (INR) (2+3)	INR	
5.	Quantity received at TPS of HPGCL/JPL – (Rake-wise through Railways) (Quantity measurement details to be enclosed)	MT	
6.	Total CIF Coal Price (4 x 5)	INR	
7.	Railway Freight (<i>copy of RR to be attached</i>)	INR	
8.	Other component on total FOR Price including Railway Freight etc. @ Rs.--- PMT (<i>copy Bill of Entry to be enclosed</i>)	INR	
9.	Total FOR Coal Price of quantity determined at TPS of HPGCL/JPL (6+7+8)	INR	
10.	GST on FOR Coal Price (%...)	INR	
11.	Total Cess (if any)	INR	
12.	Total Amount to be paid	INR	

Note:-

Invoice must be submitted in **Triplicate** alongwith copy of the following documents: -

- i. Copy of Bill of Lading.
- ii. Documentary proof of variable components of CIF price calculation.
- iii. Copy of sampling results at loading and discharge ports.
- iv. Copy of sampling report at Plant end and referee report (if any).
- v. Copy of Insurance (Marine, Inland, etc).
- vi. Proof of Exchange rate (US \$ to INR) as on the date of Bill of Lading.
- vii. Copy of RR.
- viii. Copy of other document (if any) required as per the statutory norms.

PRICE BID (Part-II)

(To be submitted in Price Cover in e-tender ONLY and NOT to be scanned & uploaded on the e-tendering platform as uploaded document or submitted in hard form)

NIT No.:		Name of the Bidder:				
Origin country of Coal:		Indian Discharge Port:				
Sr. No.	Particulars	Currency	Prices (PMT)			
			PTPS, Panipat (1)	DCRTPP, Yamuna Nagar (2)	RGTPP, Hisar (3)	JPL, Jhajjar (4)
A	Exchange Rate (RBI/FBIL Reference rate for bid evaluation on date: _____)	₹/US\$				
B	FOB Price (PMT)	US\$				
C	Ocean Freight (PMT)	US\$				
D	Marine Insurance Charges (PMT)	US\$				
E	Other components of FOR Coal Price including Port & Inland Handling charges and other incidental charges (excluding Railway Freight) (PMT)	Rs.				
F	Railway Freight (PMT)	Rs.				
X	Indicative Quantity	MT	1,08,000	1,00,000	2,00,000	1,78,000
G	CIF Price (PMT) (B+C+D)	US\$				
G1A	CIF Price for indicative Quantity at 'X' above (G1A=G*X)	US\$				
G1B	Total of CIF Price (G1B= G1A(1)+ G1A(2)+G1A(3)+G1A(4))	US\$				
G2	CIF Price (PMT)= (G2=G * exchange rate) (Exchange Rate to be considered in line with clause 29 of ITB)	Rs.				
H	Total CIF Price for indicative Quantity mentioned at row X; (H=G2*X)	Rs.				
I	Other components of FOR Coal Price including Port & Inland Handling charges, other incidental charges and Railway Freight in INR (I= E+F) (PMT)	Rs.				
J	Other components of FOR Coal Price including Port & Inland Handling charges, other incidental charges and Railway Freight for Indicative Qty (J= I*X)	Rs.				
K	Coal Price on "FOR TPSs Basis" for Indicative Quantity excluding GST on FOR destination Coal Price and GST Compensation Cess (K= J+ H)	Rs.				
L	Total "FOR TPSs Basis" Coal Price for indicative Qty excluding GST on FOR destination Coal Price and GST Compensation Cess for the entire package	Rs.				
Notes:-						
1	The Total "FOR TPSs Basis" for the Entire package as indicated at S. No. (K) above, is exclusive of GST on FOR TPSs Basis Coal Price and GST Compensation Cess.					
2	Purchaser shall only bear and reimburse the applicable GST on FOR TPSs Basis Coal Price and GST Compensation Cess during execution of Contract in line with Clauses-4 of Volume-5.					
3	Other components of FOR TPSs Basis Coal Price At TPS of Purchaser (excluding Railway Freight) as indicated at S. No. (E) above shall comprise Port & Inland Handling charges and other incidental charges including Wharfage, Stamp Duty, Pollution Cess, Terminal Charges, Wagon Haulage, Siding Charges, Stevedoring, Handling, Clearing & Forwarding charges, Insurance charges and applicable Taxes and Duties , including the applicable GST on Other components (except for GST on FOR Coal Price and GST Compensation Cess) in line with Clauses-21 of Vol-2.					
4	Bidder to quote their Price bids taking Input Tax Credit (ITC) benefits under GST regime, if any available to the Bidder, into consideration in line with Clause-21 of Vol-2. Purchaser shall not be in any way, responsible for the same.					

PERFORMANCE BANK GUARANTEE FOR SUPPLY OF IMPORTED COAL CONTRACT

(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No.....

Date:

To,

Dear Sirs,

1. Haryana Power Generation Corporation Limited/ Jhajjar Power Limited (hereinafter referred to as the 'HPGCL/JPL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded a Letter of Assurance (LoA) for Supply of imported Coal on delivery basis at thermal power plants of HPGCL/JPL, Haryana to M/s, a company (having being declared as the successful Bidder as sole Bidder or member of consortium) within the meaning of the Companies Act, 1956 and having its Head Office at (Complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns). The Supplier has unequivocally accepted the LoA issued by HPGCL/JPL.
2. Pursuant to acceptance of the LoA by Supplier, parties mentioned above shall enter into an Agreement (hereinafter referred to as the 'Contract'). Prior to execution of Contract, the Supplier has agreed to provide a Performance Guarantee to HPGCL/JPL for faithful performance of the entire Contract, equivalent to 3% of Contract Value.
3. We,(Name & Address of Bank) having our Head Office at (complete address), (hereinafter referred to as the 'Bank') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns, do hereby guarantee and undertake to pay HPGCL/JPL, ₹_____, on demand, all and/or any monies payable by the Supplier to the extent of ₹_____ at any given time without any demur, reservation, contest, recourse, or protest and/or without any further reference to the Supplier.
4. It is agreed upon that any such demand made by HPGCL/JPL on the Bank while invoking this Bank Guarantee shall be conclusive and binding notwithstanding any disputes between the parties to contract i.e. HPGCL/JPL and the Supplier including any dispute/s pending before any Court, Tribunal, Arbitrator or any other judicial/quasi-judicial authority.
5. The Bank undertakes to not revoke this guarantee during its validity without previous consent of HPGCL/JPL and further agrees that this guarantee shall continue to be enforceable within its validity.
6. In the event, HPGCL/JPL extends the time for performance of the Contract with its Supplier, it shall have complete liberty to do so without affecting the liability of the Bank under this guarantee in any manner.
7. The Bank shall not be released of its obligations under these presents by any exercise by HPGCL/JPL of its liberty with reference to the matters aforesaid or by reason of any other act or forbearance or other acts of omission or commission on the part of HPGCL/JPL or any other indulgence shown by JPL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
8. The Bank also agrees that HPGCL/JPL, at its option, shall be entitled to enforce this guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against Supplier and notwithstanding any security or other guarantee/s that HPGCL/JPL may have in relation to the Supplier's liabilities under the Contract.
9. Notwithstanding anything contained hereinabove, the Bank's liability under this guarantee is restricted to ₹_____ and it shall remain in force beyond 3 months after completion of the Contract.

WITNESS:

SIGNATURE	SIGNATURE
NAME	NAME
OFFICIAL ADDRESS	OFFICIAL ADDRESS

BANK'S COMMON SEAL

SIGNATURE

ATTORNEY AS PER POWER OF ATTORNEY No.

NAME

DATE

OFFICIAL ADDRESS.....

List of Agencies for Load Port Testing

Sr. No.	Name of the Firm and Address
1.	PT. Surveyor Indonesia, Graha Surveyor Indonesia Jl. Gatot Subroto Kav. 56 Jakarta 12950 - Indonesia Tel: 62-21 526 5526
2.	PT. IOL Indonesia, (Part of Bureau Veritas group) Menara Bidakara 2, 11 th Floor, Jl. Jend. Gatot Subroto Kav. 71-73 Jakarta Selatan 12870 Indonesia
3.	PT Artha Buana Inspektindo, 31, Bailai Rakyat No.3, Utan Kayu Utara, Jakarta Timur -13120, Indonesia
4.	PT Geoservices, Jl. Minangkaban, Barat No. 34, Jakarta Selatan-12970
5.	PT Sucofindo, Graha Sucofindo, I Floor, Jl. Raya Pasar Minggu Kav, 34, Jakarta 12780 Phone : (021) 7983666 Ext. 1116, 1124 E-mail : customer.service@SUCOFINDO.co. id
6.	PT. SGS Indonesia, Cilandak Commercial Estate #108C Jl. Raya Cilandak KKO Jakarta Selatan 12560 Indonesia
7.	GEO-CHEM FAR EAST PTE LTD, Blk 47, Ayer Rajah Crescent, # 05-01, Ayer Rajah Industrial Eastate, Singapore – 139947 Tel :- +65 67774620, Email :- singapore@geochemgroup.com
8.	ACIRL Pty Ltd, (Australia Coal Industry Research Laboratory) ACTEST (ACIRL Quality Testing Services Pty. Ltd), PO Box 242, Booval QLD 4304 1, ACIRL Street Riverview, QLD 4303, Australia
9.	Bureau Veritas - Western Australia, 6 Gauge Circuit, Canning Vale Perth Western Australia 6155, Australia
10.	SGS Australia, 10 Reid Road, Perth International Airport, Newburn, Western Australia 6105 Australia
11.	SGS SOUTH AFRICA (PTY) LTD, 58 Mellville Street, Booyens P.O. Box 82582, Southdale, Johannesburg 2135, South Africa
12.	Inspectorate M&L (Pty) Ltd (part of Bureau Veritas group), 40 Modulus Road, Ormonde, Johannesburg 2190, South Africa
13.	PT. Surveyor CCI Samarinda, Jl. Basuki Rahmat No.4, Samarinda – 75121, East Kalimantan, Indonesia Phone: (+62 541) 734000
14.	PT. Surveyor CCI Banjarbaru, Jl. A Yani Km. 35, 2 No. 31, Banjarbaru – 70713, Indonesia Phone: (+62 511) 4772873
15.	PT. Surveyor CCI Cabang Palembang, Jl. Tembus Alang-alang Lebar Blok AB 09-10, Talang Kelapa, Palembang 30154 Sumatera Selatan, Indonesia Phone: (+62 711) 8091494

List of Agencies for Discharge Port / Transfer Point Testing

S. No.	Name of the Firm and Address
1.	Central Power Research Institute, Prof. Sir. C.V. Raman Road, Sadashivnagar Post, Bangalore- 560 080 Tel: 09844012844, 080-3602329/3601263 Email: Sudhi@cpri.in Contact Person: Mr. C.P. Jairam,
2.	Intertek India Pvt. Ltd., Laboratory, Plot No. P-27, Phase-I, Kasba, Industrial Estate, Kolkata- 700 107 Phone : 033-24433229 Mob: 09836181291, E-mail: ashis.mallick@intertek.com Contact Person: Mr. Ashis Baran Mallick
3.	Shriram Institute for Industrial Research, 19, University Road, Delhi-110007 Mob: 9818360622, Contact Person : Dr. K.M.Chako
4.	SGS India Pvt. Ltd., Plot No. 64, G.I.D.C Main Road, Dharampur, Porbandar-360575 Tel: 0286-6454501 to 6454516 Mobile : 09724326973/ 09825916785 E-mail: ashish_bagkar@sgs.com Contact Person: Mr. Vipul Jadeja
5.	SGS India Private Limited, C/o-Pioneer, Paper Plast (P) Ltd., H.O.S-3/12, Sector-A, Zone-B, Mancheswar Ind. Estate, Bhubaneswar- 751010, Odisha Tel :674 2580879 E-mail: padmanava.panda@sgs.com
6.	Cotecna Inspection India Pvt. Ltd., Laboratory Old No. 51, New No. 53 A, First Floor, Pillaiyar Koil Street, Tondiarpet, Chennai-600081, Tel : 044-25985028, 09962525464 Email: Chennai.lab@cotecna.co.in Contact Person : Mr.M.Gopi, Lab In-Charge
7.	Material Testing Group (MTG), Defence, Bio Engineering and Electro Medical Laboratory (DEBEL), DRDRO, Ministry of Defence, C.V. Raman Nagar, Bangalore-560093, India Tel-080-25058432, E-mail: mtgdebel@gmail.com Contact Person: Dr. N.S. Kumar, Scientist-E
8.	Independent Testing Laboratories National, Council for Cement & Building Materials, Baliabgarh-121 004 Telefax 0129-2212525, Mobile- 9958998060, E-mail: mmancb@gmail.com Contact Person : Dr. M M Ali
9.	Testing Laboratory, Ahmedabad Textile Industry's Research Association (ATIRA), P.O. Ambawadi Vistar, Ahmedabaad-380015 Tel: 079-26307921-2-3, Mob: 09825326966, E-mail: chem.@atria-rnd-tex.org Contact Person: Dr. Md. S. Rahman, Assistant Director & Head Chemistry Division
10.	Inspectorate Griffith India Pvt. Ltd. Chennai Laboratory, Fourth Floor, P.T. Lee Chengalvaraya Naicker Maaligai 23, Rajaji Salai, (Opp. Beach Railway Station), Chennai, Tamilnadu- 600001 Tel: 044-25243201, Mob: 09874026463 E-mail: chennailab@inspectorate.co.in
11.	MIA Test Lab & Research Centre, (TLC) (An Enterprise of MIDC Industries Association), P-26, MIA House, MIDC Industry Area, Hingna Road, Nagpur-440028 Email: mia_midc@yahoo.com Contact Person : Mr. G L Neema

Pricing Methodology

1.0. Base C&F price quoted shall be subject to variations for payment purposes, as detailed below:-

1.1. Proposed Methodology of Base Price and its variation and/or Indexation for supply and payment of imported coal to thermal power plants of HPGCL and JPL.

C&F Price of the Coal shall be arrived at based on the concept, detailed hereunder, for supply of imported coal to **thermal power plants of HPGCL and JPL.**

1.1.1. FOB Coal Price:-

FOB price shall be arrived by linking the Base FOB prices with respect to Indices as per following methodologies, as detailed at S.N. 3.0 below:

- a) For imported coal supplied from Indonesia: Either of Indices as per “Indonesian Coal Index (ICI3) 5000 Kcal/Kg GAR” and “S&P Global- Platts Index 5000 kcal/kg GAR on weekly average basis” which works out lower FOB price.
- b) For imported coal supplied from country (-ies) other than Indonesia: As per CERC’s **Modified Composite Index** Methodology.

1.1.2. Ocean Freight

Ocean freight shall be arrived at as per Methodology using Singapore Bunker prices for VLSFO (380 CST) index (as per CERC methodology) linking the Base **Ocean freight prices** with respect to Indices as detailed at S.N. 4.0 below.

1.1.3. Total C&F Coal Price

Total C&F Price for the purpose of payment shall be the Sum of FOB price and Ocean Freight worked out based on the methodologies described herein.

The indices as furnished by the Successful Bidder shall be verifiable by **thermal power plants of HPGCL and JPL.**

2.0. Concept for the purpose of fixation of Base Price:

Base Date for the purpose of fixation of Base Price:

Preceding Friday with respect to the Techno-Commercial Bid opening date.

Total Coal Price = A+ B Where,

A = FOB Coal Price

B = Ocean Freight

3.0. FOB Coal Price:-

3.1. As per CERC’s Modified Composite Index Methodology: -

The above component A of the price will be subject to variation for payment as per date of Bill of Lading based on the weekly index calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEWC), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each) with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC. For this purpose, the above indices published for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period of 7 days starting from Saturday to Friday.

Formulae: -

A1: Index derived on preceding Friday with respect to the Techno-Commercial Bid opening date. A1 shall be calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEWC), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts

(5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each) with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC and to remain constant for the entire duration of Contract.

- A2: Index derived on preceding Friday with respect to the Bill of Lading of the vessel. A2 is calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEWC), 25% weightage on South African Coal (Index:API4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each) with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC.
- A3: FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

Hence, considering the above the FOB price will be calculated as under: -

$$\text{FOB Coal Price A} = ((A2/ A1) \times A3)$$

3.2. (a) As per ICI 3 Index

The above component A of the price will be subject to variation for payment as per date of Bill of Lading, based on the weekly index calculated based on the weekly indices for the Indonesian Coal Index (ICI 3). For this purpose, the ICI 3 index published for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period of 7 days starting from Saturday to Friday.

Formulae: -

- A1: Index ICI 3 for 5000 kcal/kg GAR published on preceding Friday with respect to the Techno-Commercial Bid opening date and to remain constant for the entire duration of Contract
- A2: ICI 3 Index for 5000 kcal/kg GAR published for the week starting from Saturday to Friday preceding to the week of the date of Bill of Lading of the vessels.
- A3: FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

Hence, considering the above the FOB price will be calculated as under: -

$$\text{FOB Coal Price A} = ((A2/ A1) \times A3)$$

(b) As per S&P-Global (5000 Kcal/kg GAR) Index on weekly average basis:-

The above component A of the price will be subject to variation for payment as per date of Bill of Lading, based on the weekly average index calculated based on the daily indices for the S&P-Global (5000 Kcal/kg GAR) Index. For this purpose, the S&P-Global (5000 Kcal/kg GAR) Index on weekly average basis derived for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period from Monday to Friday as per publications of Platts's Coal Trader International.

Formulae: -

- A1: S&P-Global Index on weekly average basis for 5000 kcal/kg GAR published on preceding Monday to Friday with respect to the Techno-Commercial Bid opening date and to remain constant for the entire duration of Contract
- A2: S&P-Global Index on weekly average basis for 5000 kcal/kg GAR published on preceding Monday to Friday with respect to date of Bill of Lading of the vessels.
- A3: FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

Hence, considering the above the FOB price will be calculated as under:-

$$\text{FOB Coal Price A} = ((A2/ A1) \times A3)$$

- 3.3. For the purpose of payment, **the price worked out based on the above two methodologies, as applicable as per 3.1 OR 3.2 (a) & (b) shall be considered as follows:-**

- i) **For imported coal supplied from Indonesia** - Indonesian Coal Index ICI 3 as per Clause 3.2 (a) **OR** S&P Global-Platts Index on weekly average basis as per Clause 3.2 (b) above which works out lower FOB price,
- ii) **For imported coal supplied from countries other than Indonesia** – CERC's modified composite index methodology, as per Clause 3.1 above.

4.0. Ocean Freight: -

The component B, which indicates the Ocean Freight of Imported Coal will vary for payment as per actual date of Bill of Lading, based on the Singapore Bunker prices for VLSFO (380 CST), as per Clarkson Research (publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.

B1 Index as per Singapore Bunker prices for VLSFO (380 CST), as per Clarkson Research (Publication as mentioned in CERC Methodology) as on preceding Friday with respect to the Techno-Commercial Bid opening date and shall remain constant during the entire duration of the contract.

B2 Index as per Singapore Bunker prices for VLSFO (380 CST), as per Clarkson Research (Publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.

B3 Ocean Freight component of quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

Considering the above, Ocean Freight for payment purpose will be calculated as under: -

$$\text{OCEAN FREIGHT B} = ((\text{B2} / \text{B1}) \times \text{B3})$$

5.0. Total C&F Coal Price: -

Total C&F Price for the purpose of payment shall be the Sum of FOB price worked out as per S.N. 3; and Ocean Freight, worked out as per S.N. 4 above.

6.0. Cap/Ceiling of C&F Coal Prices: -

In case actual date of receipt of coal by **HPGCL/JPL** is beyond the 'Delivery Schedule for the entire quantity', due to reasons attributable to successful bidder, the lower of the 'C&F prices as applicable for the date of Bill of Lading' and 'C&F prices as applicable on last day of Delivery Schedule' shall be the ceiling price applicable for the receipts of coal beyond the Delivery Schedule.

In case C&F price applicable on actual date of receipt of coal at station is lower than the ceiling price, the lower price shall be payable.

**UNDERTAKING FOR NON-ENGAGEMENT OF AGENT TO DEAL WITH PURCHASER
(To be submitted by the bidder on their letterhead)**

NIT No.

Dated :

To,

Chief Engineer/Fuel,
Haryana Power Generation Corporation Limited,
Urja Bhawan, Plot No. C-7, Sector-6,
Panchkula,
Haryana-134109, India

Dear Sirs,

We fully understand that HPGCL/JPL would deal directly and exclusively with us for the subject tender and no agency arrangements are acceptable to HPGCL/JPL.

We, hereby, undertake that we shall deal directly with Purchaser and have not engaged any Agent to deal with Purchaser for the subject tender.

Date:

Signature

Place:

Name

Designation:.....

(Seal)

GENERAL CHECKLIST FOR BIDDERS

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
1.	Bid Submission Form of the letterhead of the Bidder (Annexure-A)	
2.	Proof of Tender Fee (Rs. 22,400/-) deposited	
3.	Proof of Earnest Money Deposit (Rs. 12.35 Crore) deposited as per Annexure-U	
4.	Proof of E-service fee (Rs. 1,180/-) deposited	
5.	Purchase order copies for supply of minimum 4.69 Lac MT imported coal	
6.	Affidavit Notarized that bidder has not been banned / blacklisted (Annexure-C)	
7.	Power of Attorney for Authorized Signatory (Annexure-D)	
8.	Certificate of No Deviations (Annexure-E)	
9.	Satisfactory performance certificates from end users (Annexure-F)	
10.	Certificate from Statutory auditors of the bidder for supplies of imported coal made (Annexure-G)	
11.	Certificate from statutory auditors of bidder for handling of Coal of foreign origin other than India including Port Operations and Delivery upto Destination (Annexure-H)	
12.	Handling Experience Certificate from End-User for Handling of Coal of foreign origin other than India including Port Operations and Delivery upto Destination (Annexure-I)	
13.	Declaration that Bidder has not submitted more than one bid (Annexure-J)	
14.	Bank Account details (Annexure-K)	
15.	Option regarding payment through Letter of Credit (LC) (Annexure-L)	
16.	Undertaking for non engagement of Agent to deal With HPGCL/JPL (Annexure-S)	
17.	Audited balance sheets/P&L Statement/ Certified copies of unaudited balance sheet alongwith Auditor's certificate regarding turnover of more than Rs. 1236 crores.	
18.	Certificate from a practicing Chartered Accountant regarding Net Worth of Rs. 207 Crore as on 31 March 2024.	
19.	Copy of Permanent Account Number (PAN) Card	
20.	Copy of the Goods & Services Tax Certificate	
21.	Undertaking on the letter head of bidder that GST registration is valid as on date and that no default has ever been made by the bidder in filing various GST returns and deposit of GST dues with the department	
22.	Copy of the tender documents duly signed and stamped by the authorized signatory	
23.	Self certified details of Bill of Lading (B/L) and Bill of Entry (BoE) in tabular form showing B/L No. & date, name of vessel, name of end-user and corresponding BoE No. & date. The Bill of Lading should either be in the name of bidder or duly endorsed in the name of bidder. The copies of bill of lading and bill of entries must be attached alongwith certified details.	
24.	Board Resolution in respect of tender documents signatory being the authorized signatory for the bidder	

NOTE: The above is only an illustrative checklist and HPGCL may ask for any other document, as and when required.

Signature & Name of Bidder with Seal

PROFORMA FOR BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

(To be submitted on Indian non-judicial stamp paper of Rs. 100 or in accordance with Stamp Act)

In accordance with invitation to Bid against Bid Specification No. 41/HPGCL/CE/Fuel-340 dated 16.08.2024 for procurement of 5.86 Lac Metric Tonne (LMT) (+10%) Imported Coal on 'FOR Destination' basis at TPS of HPGCL and JPL as per scope of supply on the terms and conditions specified in the tender document.

M/s. _____ having its registered office at _____ wish/wishes to participate in the said bid. Per the aforementioned Bid Specification, the bidder is required to furnish a Bank Guarantee for the sum of Rs. 12.35 Crore (Rupees Twelve Crore Thirty Five Lakhs only) valid for a minimum period of 120 (One hundred and Twenty days) days from _____ (i.e. the date of opening of techno-commercial bids) is required to be submitted by the Bidder. We, _____ (name and address of the bank in Mumbai), hereby unconditionally and irrevocably guarantee and undertake that during the period commencing from the date of issuance of this guarantee till the last date of validity of this guarantee, to immediately pay, claims if any under this guarantee at _____ (address of _____ branch) on written request by Haryana Power Generation Corporation Limited, the amount of Rs. 12.35 Crore (In words Rupees Twelve Crore Thirty Five Lakhs only) to the said Company without any reservation or protest. This guarantee would remain valid up to _____ (date) _____ hrs. IST and if any further extension to this is required, the same will be extended on receiving instructions from M/s. Haryana Power Generation Corporation Limited on whose behalf this guarantee has been issued.

SIGNED and DELIVERED by [●] Issuing Bank

Dated, the [●] day of [●] for [●]

Signature :

Name :

Designation :

Seal of the Issuing Bank :