Notice Inviting Tender

NIT No: CLP/JPL/COAL/2015-16/1  
Date: 15.09.2015

Jhajjar Power Limited ("JPL") invites sealed bids from prospective bidders ("Contractor") for "Procurement of 3 Lac MT imported steam coal". JPL has requirement of 3.0 Lac MT (+/- 15%) Imported Steam Coal in bulk of specification provided in tender, which it intends to be delivered at Mahatma Gandhi Thermal Power Plant ("MGTPP") at Village- Khanpur, Tehsil- Matenhail, Dist.-Jhajjar (Haryana)-124142 as per terms & conditions specified in the tender document.

1. Last date for sale of tender & receipt of Bids : 24.09.2015 (upto 11:00 Hrs.)
2. Time and date for opening of Bids (Part-I & II) : 24.09.2015 (at 12:00 Hrs.)
3. Time and date for opening of Bids (Part-III) : Shall be informed on 24.09.2015 after opening and evaluation of Part-I & II. However, Part-III may be opened on the same day also.

The tender document can be downloaded from website www.clpindia.in. The corrigendum/ Alteration/ addendum etc.w.r.t the above NIT will not be published in the newspaper. However, the same (if required) will be uploaded in CLP India’s website www.clpindia.in, which may please be visited regularly by the bidders till opening of bid.

Head Procurement & Inventory
Jhajjar Power Limited
TENDER FOR PROCUREMENT

OF

"3.00 Lac METRIC TONNE (MT) OF IMPORTED STEAM COAL"

FOR

JHAJJAR POWER LIMITED, JHAJJAR.
Volume – I

(INSTRUCTIONS TO BIDDERS)
1. **DEFINITIONS/ABBREVIATIONS:**

i. **Purchaser:** Jhajjar Power Limited (JPL).

ii. **HPPC:** Haryana Power Purchase Centre, Panchkula.

iii. **Bidder**: The Firm/Company/Consortium who has submitted their Bid Proposal in response to the bid invitation.

iv. **Associate** means, in relation to the Bidder/consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

v. **Month:** A calendar month.

vi. **Day:** Calendar day.

vii. **Week:** 7 Calendar days.

viii. **Lac MT:** Lac Metric Tonne.

ix. **MT:** Metric Tonne.

x. **INR:** Indian National Rupee.

xi. **USD:** United State Dollar.

xii. **IIA:** Independent Inspection Agency.

xiii. **MGTPP:** Mahatma Gandhi Thermal Power Plant, Jhajjar.

xiv. **ARB:** As Received Basis.

xv. **LOA:** Letter of Acceptance.

xvi. **EMD:** Earnest Money Deposit.

xvii. **GCV:** Gross Calorific Value.

xviii. **Contract or Agreement** means Purchase Order issued by JPL and accepted by Successful Bidder, covering the Scope of work and terms & conditions of Contract etc. together with all the documents referred to therein.

xix. **Landed Price** includes cost of coal, transportation charges, handling charges and any and all other cost and charges, taxes and duties which may be applicable in respect of the delivering coal at unloading end of MGTPP (as defined in clause 4.1 of Volume III).

xx. **Bid Price** means Landed Price of coal to MGTPP per MT as quoted by the Bidder in the Price Bid (Annexure N).

xxi. **Contract Price** means Landed Price of coal per MT as quoted by Successful Bidder.
xxii. **Contract Value** means Landed price (INR/MT) x Contracted Quantity
xxiii. **Successful Bidder** means the person(s)/Firm/Consortium whose bid to perform the Contract or Agreement has been accepted by JPL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful Bidder.
xxiv. **Government** means the Government of India.
xxv. **Local Currency** means the currency of the Government of India i.e. Indian Rupees.
xxvi. **Party** means JPL or Bidder, as the case may be, and "Parties" means both of them.
xxvii. **Personnel** mean persons hired by the Successful Bidder as employees and assigned to the performance of the Services or any part thereof.
xxviii. **Services or Works** means the work to be performed by the Successful Bidder pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
xxix. **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg. MMT means Million Metric Tonne.
xxx. **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.
xxxi. **Language** - English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
xxxii. **Reference Exchange rate**: Reference Exchange rate for a day means the RBI reference Rate in INR for USD, as published by Reserve Bank of India.
xxxiii. **Coal** wherever used in these tender documents shall mean and include “Imported Coal”
xxxiv. **Contractor** means “Successful Bidder” who shall carry out the Services of Work under the Contract.
xxxv. **Unloading End** means “MGTPP”
xxxvi. **Bid Date** means date of Bid Submission by the Bidders
xxxvii. **Contracted Quantity** means quantity to be supplied by Successful Bidder to JPL as per the provisions of the Contract.

2. **INSTRUCTIONS:**

i) JPL has requirement of 3.0 Lac MT (+/- 15%) Imported Steam Coal in Bulk of specification provided at Schedule 3 of Volume II, which it intends to be delivered to MGTPP, Village Khanpur, Tehsil Matenhail, Dist. Jhajjar, Haryana for its own use, as per Scope of Work on the terms and conditions specified in this tender.

ii) The Bidders are required to submit their bid as per Bid Submission Schedule stipulated in the Invitation for Bid issued along with the Bidding Documents. The Bidder(s) may arrange to hand deliver the sealed Bid at following address (see iii below) on or before the Bid Receipt date and time and arrange to drop the sealed bid in the Tender Box before bid receipt date and time. Any bid received by Post/Courier/fax/electronic mode, etc will not be entertained.
iii) Bidder should ensure that the tender reaches on or before the specified date and time the office of Head Procurement and Inventory – Jhajjar Power Limited, Village Khanpur, Tehsil Matenhail, Dist. Jhajjar, Haryana

iii) The Bids received after the specified date and time will not be considered and no further correspondence will be entertained. JPL will retain these documents submitted by the Bidder.

iv) Bidder’s authorized representatives (one person only) may attend the Bid Opening. The Technical Bids (Part-I) will be opened on the due date and the Price Bids (Part-II) of the Bidders found eligible on the basis of evaluation of eligibility criteria and techno-commercial bids will be opened at later date, which will be intimated to the qualified bidders.

v) In case, any date specified for sale/receipt/opening of tenders happens to be a public holiday, next working day shall be considered for the same. However, time for the activity will remain same as per actual schedule.

vi) JPL may, at its sole discretion, extend the time & date for the submission of the bid documents.

JPL reserves the right to modify the documents by issuing amendment/clarifications. Such amendment(s)/clarification(s) will be uploaded on the website. In such an eventuality, if it so arises, JPL may allow time to Bidders to modify their offers, if bid has been submitted.

vii) The bid should be filled in prescribed format only. Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto.

viii) All information in the bid shall be in English language only. The bid document should be typed or filled in ink. Any cutting/over-writing in the proposal or in the document must be avoided. If unavoidable, it should be signed by the signatory authorized to sign the tender document.

ix) After opening of the bids and till finalization, both parties i.e. JPL and Bidders will not enter into any correspondence except for any clarification/supplementary information sought by JPL.

x) The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder(s) in the process are not reimbursable by JPL, and JPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

xi) JPL 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.

xii) The Bidders shall have to furnish the Bank Guarantee as per JPL’s format, as provided at Annexure B.
xiii) 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 JPL. If required, at the request of the successful bidder, JPL at its own discretion will issue necessary letters/documents as is required to fulfill any obligations without any risk or liability to JPL.

xiv) 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 JPL to fully protect JPL’s overall interests.

xv) In the event of any clarification required by the Bidders, the same should be sought in writing not later than 18.09.2015. Please note JPL will not be responsible to respond to any queries sent by Bidders after this date.

xvi) Interested Bidder(s) will be required to enter into Vendor Ethic Code with JPL as per prescribed format at Annexure-Q. Only those Bidders who sign the Vendor Ethic Code with JPL in the prescribed format and submit the same along with other tender documents, shall qualify to participate in the tender process.

Clarification on Bidding Documents:

A prospective Bidder requiring any clarification to the bidding documents may notify JPL in writing by post or by telefax followed by post confirmation in the office of JPL. Email: technical.jpl@clpindia.in.

3. SUBMISSION OF DOCUMENTARY PROOF/CREDENTIALS FOR ELIGIBILITY/ QUALIFYING CRITERIA FOR ICB BIDDER:

The Qualifying Requirement for the bidders for this tender shall be as under:

A. The bidder shall have experience for supply of a minimum of 1.5 Lac MT of Imported Coal, in any continuous 12 months during last three years reckoned from the last date of bid submission directly or through PSU’s to any Power/Cement/Steel/ Fertilizer/Industrial utilities. AND

The bidder shall have turnover of more than Rs. 100 crores or in equivalent foreign currency (RBI Reference rate on date of publication of NIT will be considered for conversion) in any of the financial years 2012-13, 2013-14 or 2014-15.

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

(i) End User certificate in original from End Users / PSUs as per Annexure-G.
(ii) Auditor’s Certificate in original from their statutory auditors as per Annexure-H.
(iii) Audited balance sheet/ certified copies of unaudited balance sheet.
B. The Bidder or their Associates shall have handled, including port operations and delivery upto destination, a minimum of 1.5 Lac MT of Coal. in India, directly or through PSU in any continuous 12 months during the last three years reckoned from the last date of bid submission. In support of the aforesaid experience, the Bidders shall furnish:

(i) Handling Experience certificate in original from the End-User (in case quantity is handled by the bidder) or from the Associate(s) who has handled the quantity for the bidder, as per Annexure-I as applicable.

(ii) Auditor’s Certificate in original from the Statutory Auditors of the Bidder (in case quantity handled by the bidder) or Statutory Auditors of their Associate (in case quantity is handled by the Associate) as per Annexure-J.

(iii) In the case of bidder submitting the handling experience of their Associates, the Bidder shall furnish a certified copy of legally executed MOUs/Agreement entered into between the Bidder and the Associate duly attested by Statutory Auditors of the Bidder for specifically the subject tender.

C. The Bidder shall quote for minimum of 50% of the tendered quantity. Allocation of the quantity is at the sole discretion of JPL which may vary due to coal requirement of JPL.

D. The bidder should not have been blacklisted / banned for participation in any of the power utilities / government / semi government companies / PSUs in India as on the due date of submission of bid. The bidder shall submit an affidavit duly notarized to this effect as per Annexure-D. 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. In case the bid is submitted by two firms under a joint venture/consortium, the following requirements shall be complied with:

F. All partners of the joint venture/consortium shall be liable jointly and severally for discharge of the obligations under the bid and execution of the contract, in case the Bid is found to be successful. A copy of the agreement executed among all the partners with relevant clause to this effect shall be submitted along with the bid.

G. All the documents under the bid shall be signed by one of the joint venture/consortium partner who shall be duly authorized by all the partners through a Power of Attorney (Annexure-R) to execute the documents on behalf of the joint venture/consortium. In respect of Power of Attorney or any other document executed outside India, it must be first notarized from a local Public Notary and then an apostille is required to be attached to the document by the designated government official of the country if it is a signatory to the Hague Convention on legalization 1961. Thereafter the said document is required to be stamped as per the Indian Stamp Act after its receipt in India. In case of country from which the document emanates is not a party to the aforesaid Hague
Convention then the document has to be notarized first and then attested by the Indian Embassy in that country. Stamping requirement remains the same as above.

H. Any one of the partners of joint venture/consortium may fulfill the qualifying criteria at clause (A) or (B) above or both. But, as a consortium they have to fulfill the qualifying criteria both at clause (A) and (B) above. However all partners individually shall fulfill the criteria specified at Clause (D).

I. 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 MGTPP station 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. JPL will not be responsible for any costs incurred by the bidder for fulfillment of the contractual conditions.

H. JPL also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

4. **SUBMISSION OF BIDS:**

Sealed Bids are to be submitted in original, in envelopes as detailed herein below:

**Envelope I –**

Earnest Money Deposit/Bid Security of requisite value in the form prescribed in these documents at Clause 11.0 below.

**Envelope II –**

i) Bid Submission Form **Annexure - A**

ii) Certificate regarding No Deviation as per format at **Annexure - F.**

iii) Authority Letter /Power of Attorney in favour of authorized Signatory for signing the bid as per format at **Annexure -E**

iv) Certificates establishing the experience as required in the tender as per clause 3 Volume – I above

v) In the event of a Joint Venture for handling, MOU/Agreement as per clause 3(B) iii of Volume – I.

vi) Declarations / confirmations as required in the tender like:
• Affidavit of not being black listed [Annexure-D]
• Declaration to the effect that, the bidder has not offered its price directly / indirectly through any other name, firm/ corporations in this tender [Annexure-K].
• Original tender document duly stamped and signed on all pages as a token of acceptance to all terms and conditions.
• Vendor Ethic Code duly signed as per [Annexure Q].
• Joint Venture/Consortium Agreement in case Bidder is a Consortium (Clause 3F)

Envelope III –

This envelop shall contain the following:

i) Bank Account Details Form [Annexure-M]
ii) Price Bid [Annexure-N]

5. The above said Envelopes Nos. I, II & III will be kept in an outer envelope, which shall be sealed and super scribed with Bidder’s name, Invitation For Bid Reference No., Due date of Opening & EMD / Bid Security details and shall be addressed to following contact person only: Head Procurement and Inventory, JPL.

The technical bids shall be opened on 24.09.2015 at 1100 hrs in the office of JPL at above address.

6. BIDDING DOCUMENTS/ TENDER DOCUMENTS

i) The Bidding documents comprise the following, in addition to Invitation for bid :

• Instructions to Bidders (ITB) - Volume - I
• Conditions of Contract - Volume - II
• Technical Specifications - Volume - III
• Annexures/Formats/Forms - Volume - IV

The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid. Each page of the tender shall be numbered consecutively, signed and sealed.

ii) At any time before the scheduled submission of bid, JPL may, for any reasons, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding
documents by amendment/addendum. Also JPL, at its discretion, may extend the date for submission and/or opening of the bids. The amendment/response to clarification(s), if any, will be put up for information on www.clpindia.in and will be binding on the Bidders.

iii) Corrigendum/Addendum, if any, shall be uploaded only on the websites mentioned at Pt. (ii) Clause 6 vol-I and not published in newspapers.

7. **PREPARATION OF BID**

i) Bids are to be submitted complete in all respect with requisite information, Certificates, Annexures and Bid Proposal Sheets. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the person(s) who signs the bids.

ii) An authorized representative of the Bidder shall sign/initial all pages of the bid. Authority Letter /Power of Attorney (Annexure-E) in favour of the authorized representative, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder(s) during the full period of its validity, is to be submitted with the Bid.

iii) For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.

8. **LANGUAGE OF BID**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and JPL shall be written in English language, 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.

9. **BID CURRENCY**

The bidder(s) shall quote all prices in Indian Rupees.

10. **BID FORMS AND PRICE SCHEDULES**

The bidder shall complete the Bid Forms and appropriate Price Schedules furnished in bidding documents (Bid Proposal Sheets) as indicated therein.
11. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY & COST OF BID DOCUMENTS (TENDER FEE)

i) The bidder shall submit an EMD of **INR 0.10 Crores** along with its bid in a separate sealed envelope super scribed with EMD/Bid Security details as Envelope I. Any bid not accompanied by an acceptable EMD/Bid Security in a separate sealed Envelope I, superscripted with “EMD details” shall be liable to be rejected by JPL as being non-responsive.

ii) EMD may be submitted in any of the following forms:-

- A crossed Bank Draft/Pay Order/Banker’s Cheque drawn in favour of JPL of India Limited, payable at New Delhi from any Scheduled Bank in Public Sector/Private Sector (except cooperative banks) and Scheduled Foreign Banks.

- An irrevocable and operative Bank Guarantee (BG) as per format enclosed at Annexure-B issued by an Indian Nationalized Bank/ Scheduled Bank in Public Sector/Private Sector (except Cooperative or Gramin Banks) and Scheduled Foreign Banks. The bank must have a net-worth of at least Rs. 500 Crore and Capital Adequacy Ratio of 9%.

The BG should be valid for a period of 90 days from the due date of submission of tender. In case BG is issued by a bank outside India, it should be advised and made payable through their Indian Branch/Correspondent Bank in India. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee.

iii) While getting the bank guarantee issued, bidders shall ensure compliance to the points mentioned in bank guarantee verification checklist provided at Annexure-C. Bidders are required to fill up this checklist and enclose the same along with Bank Guarantee. If the deadline of submission of Bids and the date of Bid opening are extended due to any reason whatsoever, the extent of validity of BG should be taken care of by the Bidder accordingly in order to make the submitted Tender valid.

iv) Offers without requisite EMD or insufficient EMD shall be summarily rejected.

v) The EMD shall not bear any interest.

vi) The EMD of all the bidders will be returned promptly but not until the award of the contract is finalized to the successful bidder on submission and confirmation of Performance Bank Guarantee.
Cost of bid documents (Tender Fee): The tender documents can be purchased from the office of Procurement & Inventory Head, Jhajjar Power Limited, Village Khanpur, Tehsil Matenhail, Distt Jhajjar (Haryana) 124142, by depositing tender cost (non-refundable) of INR 5,000/- in the form of demand draft in favour of “Jhajjar Power Limited” payable at Mumbai. The tender documents can also be downloaded from the JPL website www.clpindia.in. In case tender is downloaded from the website, the cost of tender documents is to be deposited along with the tender. Otherwise, tender will not be considered for technical evaluation.

12. FORFEITURE OF EMD/BID SECURITY

The EMD /Bid Security may be forfeited:

i) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder.
ii) If the Bidder does not accept the arithmetical correction of its Bid Price.
iii) In the case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, in accordance with relevant clause of Performance Guarantee (Clause 15 Volume – III).
iv) In the event Bidder gives any false declaration, misrepresentation.
v) In the event bidder indulges in changing/adding or deleting the contents of the tender documents.

13. CERTIFICATE REGARDING ACCEPTANCE OF ALL CONDITIONS

No deviation, whatsoever, is permitted by JPL, to the provisions of the Bidding Documents. The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration.

14. NO DEVIATION/EXCLUSIONS

Bidders to note that No deviations or suggestive bids are allowed from the terms and conditions as specified in this tender document. A certificate to this effect is to be submitted by the bidder(s) as per format prescribed at Annexure-F.

15. PERIOD OF VALIDITY OF BID

The Bids shall remain valid for a period of 90 days from the date of submission of Bid. In exceptional circumstances, JPL may solicit the Bidder’s consent for extension of the
Bid validity period. When the validity period is extended by the Bidder, and the validity of the bid security shall also be suitably extended by the Bidder.

16. SIGNATURE ON BIDS:

i) Bids by Corporations/Companies must be affixed with seal of the corporation/company & 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. The duly attested copy of authorization in the name of person signing tender documents shall be attached with Envelope-II.

ii) Each page of the documents enclosed in Envelope II and Envelope-III of Tender has to be numbered consecutively, signed and sealed. The total number of pages should be mentioned in the upper right corner of the front page of each part.

17. CONCLUSION:

i) 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.

ii) Bids can also be rejected if:-
- Not submitted in prescribed form
- Not fulfilling any of the above qualifying conditions.
- Bids received from a bidder whose past performance or vendor rating is not satisfactory.
- The bidder who has been blacklisted/debarred by any government organization or semi govt. organization, public sector undertaking, etc.
- 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 JPL’s requirement as per tender terms and conditions.

iii) JPL reserves the right to reject any proposal if:-
- A material mis-representation is made or discovered, or
• The bidder does not respond to JPL asking for supplementary information/ clarifications required for the evaluation of the proposal/ finalization of the bid within the time period as specified by JPL.

iv) 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 JPL.

v) JPL reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. JPL also reserves the right not to order any quantity against this tender. JPL’s/ decision in this regard shall be final and binding to all the bidders.

vi) It shall not be binding upon JPL to accept the lowest bid. It shall not be obligatory on the part of JPL to furnish any information or explanation for the cause of rejection of tender or part of the tender by JPL and the same shall be binding to bidders.

18. BID PRICES

i) For quoting the Bid Prices, the Bidder is expected to take into account the requirements and conditions of the bidding documents. The Bid Prices shall be quoted in Annexure-N (Price Bid) given in Volume IV of Bidding Documents.

ii) The quoted prices are to remain valid during the entire term of the Agreement /Contract, till the complete execution.

iii) In the event of any corrections, the same should contain the signature of the authorized signatory signing the bid document.

iv) All charges should be included in the quoted price and the same should be firm for the entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

19. SYSTEM OF MAKING OFFER AND ITS SUBMISSION

i) Bids for Supply of Imported Coal to JPL for consumption in MGTPP are invited in two bids system basis as Technical Bid & Price Bid.

ii) The bidders shall submit their bids on or before the notified closing date and time fixed for the submission of the tender.

iii) The first envelope, superscripted as ‘Earnest Money Deposit & Tender Fee’, shall contain the Earnest Money Deposit and Cost of bid documents (Tender Fee) as required in the tender.

iv) The Second envelope superscripted as ‘Technical Bid’ shall contain all the documents as
elaborated in the bid for technical acceptance and qualification of the bid, excluding Price Bid, duly filled in and signed by the Authorized representative of the Bidder.

v) The third envelope, superscripted as “Price Bid” shall contain the Price Bid as per format (Annexure-N) given in Volume – IV of the Tender document.

vi) The above three envelopes shall be enclosed in an Overall Envelope.

vii) At the time and date notified for opening of tenders, the first envelope comprising of the Earnest Money Deposit shall be opened. The Envelope Containing Technical bid of only those bidders will be opened who have furnished/ submitted the required Earnest Money Deposit and bids which do not contain Earnest Money Deposit will be rejected outright and Price Bid / Technical Bid Envelope of those bids will not be opened. If any of the bidders indicates the prices in Technical Bid, the bid will be rejected. However the opening of Technical Bid shall not constitute the acceptance of the Bank Guarantee submitted by the bidder and the same shall be subject to verification.

viii) Only those bidders who fulfill all the qualifying requirements and submitted the requisite EMD & Tender fee will qualify for opening of the price bid.

ix) The Bidder’s Bid and the documents attached thereto shall be considered as part of the Contract Documents.

Bids must be addressed to Head Procurement and Inventory JPL of the Overall envelope must show on the outside, the name of the Bidder and his address. In addition, the lower left-hand corner of the envelope should indicate the following: “Tender ref No. : CLP/JPL/COAL/2015-16/1 dated 15.09.2015 for "Procurement of 3.0 lac MT of imported coal"” Last date for receipt of Bids is on 24.09.2015 up to 11:00 hrs on.

x) Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto. Copies of appropriate specimen forms furnished with the bidding documents shall be used in quoting the prices.

xi) All information in the bid shall be in English only; erasers and other changes shall be noted over the initials of the person signing the Bid.

xii) The Bid must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the bid and must be signed and sealed by the Bidder with his usual signature.

xiii) In case of bids by corporations/companies, the President, Secretary or any other person or persons authorized to bind the Corporation/ Company in the matter, must sign the bids.
xiv) Each page has to be numbered consecutively and signed.

xv) Any Bid received after the Bid submission Schedule, stipulated in Invitation for Bid shall not be considered.

xvi) Original tender document issued by JPL is to be signed on all pages and submitted along with the bid as a token of acceptance of terms and conditions.

20. BID OPENING AND EVALUATION

The Bids shall be opened on the specified date and time at the place mentioned above at clause 5.0 and indicated in the Invitation for Bid, in the presence of Bidder's authorized representative consisting of only one person who choose to attend the opening. Each of the Bidder’s authorized representatives who choose to attend the tender opening should strictly behave in a proper and professional manner. Carrying of any mobile phones, cameras or any electronic devices/gadgets is strictly not allowed. In case any of the bidder’s authorized representatives behaves in a disorderly fashion or violates the norms prescribed in this clause, JPL reserves the right to suitably impose the restriction in any manner including and not restricted to disallowing the said authorized representative to continue in the tender opening. The bids received and accepted will be evaluated by JPL to ascertain the technical & commercial responsiveness as per the requirement of the bidding documents and Evaluation Criteria specified in the Bidding Documents. The authorized representative should carry an authorization letter from the company along with an ID proof.

The bid shall be opened in 2 stages. In the first stage, Envelope No. I and Envelope No. II, as mentioned in Clause 4 shall be opened in order of the number. Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be eligible to attend further proceedings of the bid evaluation. In other words those representatives whose bids are found to be incomplete at any stage of bid evaluation may not be allowed to continue in the proceedings.

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

21. PRELIMINARY EXAMINATION OF BID:

i) JPL 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.

ii) 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, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected and the Bid Security / EMD may be forfeited.

iii) JPL may waive any minor infirmity, nonconformity, 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.

iv) Prior to the detailed evaluation, JPL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents.

v) Based on the bid evaluation carried out by the JPL the offered/quoted Landed Price by the respective bidders for Guaranteed Point Values/specifications will be considered for bid evaluation.

vi) The final evaluation of the bids shall be based on the Landed price of coal at MGTPP. The bidder/s offering the best Landed Price of Coal will be declared as Successful Bidder/s.

vii) Any incomplete bids/ non-submission of the required information will not be accepted and such bids shall be summarily rejected.

viii) JPL shall have absolute right and discretion to allocate the quantity, plant, etc to any successful bidder. JPL shall always endeavor to allocate maximum quantity to the successful bidders to the extent of their eligibility but due to operational reasons the overall quantity to any successful bidder may vary over or below their eligibility. The successful bidders shall not object to quantity allocated to other successful bidders and/or refuse to perform the quantity higher than their eligibility.

22. NEGOTIATIONS WITH BIDDER:

Negotiations, if required, would be held with bidders to discover best Landed Price of imported coal at MGTPP at sole discretion of JPL.

23. CORRUPT OR FRAUDULENT PRACTICES:

JPL requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
i) defines, for the purposes of this provision, the terms set forth below as follows:

- "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- "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 Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

ii) 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;

iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Purchaser.

24. 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 offers, reporting the matter to appropriate authority to take suitable strong actions against such firms. The JPL may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.

25. LETTER OF ACCEPTANCE

Prior to the expiry of the period of bid validity, JPL will notify the Successful Bidder in writing through Letter of Acceptance (LOA) sent by registered post, or through courier or by telefax, and/or collected by hand that its bid has been accepted. Issuance of Letter of Acceptance (LOA), along with signing of Agreement with the Successful bidder subsequently, as per Clause 21 Volume - III, only will constitute the formation of the contract.

26. PERFORMANCE GUARANTEE
Within Seven (7) working days after receipt of Letter of Acceptance (LOA), the Successful Bidder(s) shall furnish the Performance Guarantee, as detailed at clause 16 of Volume III of bidding documents. Performance Guarantee shall be valid for 3 months beyond the expiry of validity of Agreement.

27. AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by JPL or the Bidder shall be taken or executed by the officials authorized for the purpose.

28. OBLIGATIONS OF THE SUCCESSFUL BIDDER

The Successful Bidder(s) shall perform the work and carry out their obligations as per Scope of 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 Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to JPL and shall at all times support and safeguard JPL's legitimate interests.

29. VENDOR CODE OF ETHICS AND OTHER RELEVANT POLICIES OF JPL

Signing of Vendor Code of Ethics and other relevant policies is mandatory for every bidder participating in this tender. A copy of the all the policies is enclosed (Annexure-Q), which may be deemed to have been signed by JPL.

30. INDEMNITY

Without any protests or demur, ‘supplier’ indemnifies JPL and shall always keep JPL fully indemnified and agrees to hold JPL 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 JPL on account of ‘supplier’ / handling agent / 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 JPL, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "JPL") 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.

31. **DISCLAIMER**

JPL 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. JPL 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 bona fide.
Volume – II

(Conditions of the Contract)
1. **NOTICES**

Any notice to be given under the Contract shall be in writing and shall be sent by personal delivery, speed post, telex, telegram, or telefax to such Party i.e. JPL or Bidder to the address of the said party.

2. **GOVERNING LAWS**

The contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

3. **TAXES AND DUTIES**

The Bidder and their personnel shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price.

Further all levies and duties payable under subject package shall be the liability of the Bidder. JPL shall be authorized to deduct applicable tax at source from the Successful Bidder’s payment becoming due.

4. **COMMENCEMENT OF CONTRACT**

**Commencement of Services**: The Successful Bidder shall begin carrying out the Services immediately after the date, Agreement becomes effective.

5. **SUSPENSION OF OBLIGATIONS**

The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 6.0 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.

6. **FORCE MAJEURE**

i) Notwithstanding the provisions of clause 13 and 14 of Volume III, the Successful Bidder shall not be made liable for any loss or damage due to delay in delivery of the material on order as may result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.

ii) Whenever the Successful Bidder is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such
extension of the delivery period along with all necessary evidence, before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which delay in the completion of the supply is proved by the Successful Bidder for circumstances mentioned in this clause.

iii) In all such cases, JPL shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, that if any material had been manufactured/imported exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstance, it shall be accepted by the Purchaser, and that secondly, the cancellation will be without any liability of JPL for damages caused to the Successful Bidder.

iv) Non-availability of raw material or any other similar causes shall not be considered as a force majeure circumstance.

v) The delay on the part of railways in placement of rakes will not be considered as force majeure act for completing the delivery schedule.

vi) The decision of JPL in all matters under this clause shall be final and binding on the Successful Bidder.

7. **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 JPL. 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 JPL.

The Successful Bidder shall take all necessary steps to ensure confidential handling of all information received, developed or acquired by them from JPL 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 JPL has an interest without prior written consent of JPL.
8. **SUCCESSFUL BIDDER 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 competent provider of services, or in accordance with best industry practices.

The Successful Bidder shall be responsible for timely provision 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.

The Successful Bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Successful Bidder. The Successful Bidder shall indemnify and hold JPL 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 and applicable laws.

9. **NO WAIVER OF RIGHTS**

Neither the inspection by JPL/ nor any order by JPL for payment of money or any payment for or acceptance of, the whole or any part of the Works by JPL, nor any extension of time, nor any possession taken by JPL shall operate as a waiver of any provision of the Contract, or of any power reserved to JPL/, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

10. **CERTIFICATE NOT TO AFFECT RIGHT OF JPL AND LIABILITY OF SUCCESSFUL BIDDER**

Neither the payment made by JPL nor any extension of time for execution of the Works granted by JPL
shall affect or prejudice the rights of JPL 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 JPL, nor the acceptance by them of any sum paid affect or prejudice the rights of the Successful Bidder against JPL.

11. 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 JPL, 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 JPL resulting from any such cancellation. JPL shall then be entitled to deduct the amount so payable from any monies otherwise due to the Successful Bidder under the Contract.

12. SCOPE OF WORK

The Successful Bidder shall supply Contracted Quantity of steam coal at JPL’s MGTPP, Village Khanpur, Tehsil Matenhail, Distt. Jhajjar, Haryana through railways rakes. The scope includes all the activities involved in sourcing & delivering coal at MGTPP such as importing, handling, transportation of coal, arranging for all the clearances/approvals and payment of requisite charges, applicable duties (including custom duty) and taxes.

The overall responsibility for any loss, delay, completion of statutory formalities including custom clearance etc. till the arrival of imported coal at MGTPP, shall rest with the Successful Bidder and any liability arising out of non-supply of imported steam coal to MGTPP shall be to the account of Successful Bidder. Contracted Quantity can be increased/decreased (up-to 15%) at the sole discretion of the JPL at its own discretion.

The overall responsibility for any loss, delay, completion of statutory formalities including custom clearance etc. till the arrival of imported coal at destination of MGTPP, Jhajjar shall rest with the Successful Bidder and any liability arising out of non-supply of imported steam coal to MGTPP of JPL shall be to the account of Successful Bidder.
13. **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.

14. **SUSPENSION OF WORK**

JPL reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract.

JPL 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/ en-cashed and the firm/ bidder shall be liable for blacklisting.

JPL reserves the right to cancel the contract in full or part by written notice of 15 days if the performance is not satisfactory in accordance with the contract/ order in opinion of JPL or the contract is found uneconomical to JPL. JPL also reserves the right to terminate/ cancel the order by giving 15 days written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.

15. **DEFENSE OF SUITS**

If any action in court is brought against JPL 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 JPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

16. **JURISDICTION**

The applicants hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out
of this Tender shall be decided in accordance with the laws of India.

17. **Audit**

Unless otherwise agreed to by us in writing, you must strictly adhere to the terms of the engagement, including all conditions and requirements contained in this engagement letter. At all reasonable times we will have access to any and all records, data, or documents relating to us, the Project and your engagement (unless destroyed by you at our direction) for inspection, audit, or reproduction in order to assist us in determining your compliance with the terms of engagement, including the accuracy of your invoices. Your firm must cooperate fully with any audit we may require.

18. **Business Practices**

The Company requires strict adherence to proper business practices to ensure the achievement of high standards of business and personal ethics for those with whom the Company works, including advisor/consultant engaged. Supplier must adhere to all laws of India in performing the Services. Supplier will not offer or make any payment of monies or other valuable consideration to, directly or indirectly, influence, corruptly or unlawfully, any decision or judgment of any official or any government or of any subdivision, agency or instrument of that government in connection with the Assignment or in connection with any contracts or dealings with third parties associated with the Company. Governmental officials include any officer or employee or person acting in an official capacity on behalf of a government or any department, agency or instrumentality of a government. Political parties, their officials and political candidates are also included in the definition of “government officials”. If during the course of Supplier’s representation of the Company, any issues or questions of concern should arise in this regard, please contact Mr. Rajiv Mishra (Managing Director) Email: rajiv.mishra@clpindia.in directly.

19. **Conflict of Interest:**

Supplier must use reasonable endeavour to prevent a conflict arising between Supplier’s interests and the Company’s, including ensuring that vendor’s directors, officers and employees do not make, receive, provide or offer gifts, payments, loans, substantial entertainment or other things of value for the purpose of influencing persons to act contrary to the Company’s interest. Should a real or potential conflict of interest arise, full disclosure must be made to Mr. Rajiv Mishra (Managing Director) Email: rajiv.mishra@clpindia.in as soon as Supplier becomes aware of it. The Company expects Supplier to obtain the Company’s consent before representing anyone whose interests are adverse to the Company’s interest. The Company would also ask that the Supplier discusses with the Company, potential representations of any of the Company’s significant competitors.
Volume – III

(Technical Specifications)
1. QUANTITY:

i) Contractor shall deliver Contracted Quantity of imported steam coal over a period of three (3) months to JPL as per the delivery schedule issued by JPL at the time of issuance of LOA.

ii) Contracted quantity can be increased/ decreased (up-to 15%) on the same rates, terms & conditions, etc. at the sole discretion of the JPL within the contract period only and JPL will intimate the Successful Bidder about the same at least 15 days in advance prior to the expiry of contract period. JPL may also change the delivery schedule at its sole discretion by intimating the supplier 15 days in advance. JPL may ask Contractor to deliver the first consignment within 30 days from the date of issue of LOA.

2. PERIOD OF CONTRACT:

The contract period shall come into force w.e.f. the date of signing of Contract (“Effective Date of the Contract” ) and shall remain in force for a period of 4 months which can be further extended for one month on sole discretion of JPL.

3. TECHNICAL SPECIFICATIONS OF Coal:

The quality of the contracted Imported Steam Coal will be as per specifications given below:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter/s</th>
<th>Engg. Unit</th>
<th>Range</th>
<th>Guaranteed</th>
<th>Rejection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total Moisture (ARB)</td>
<td>%</td>
<td>Upto 32%</td>
<td>25%</td>
<td>&gt; 32</td>
</tr>
<tr>
<td>2.</td>
<td>Ash (ADB)</td>
<td>%</td>
<td>Upto 20% max</td>
<td>15%</td>
<td>&gt; 20</td>
</tr>
<tr>
<td>3.</td>
<td>Sulphur (ADB)</td>
<td>%</td>
<td>Upto 1.0% max</td>
<td>0.9%</td>
<td>&gt; 1.0</td>
</tr>
<tr>
<td>4.</td>
<td>Gross Calorific Value (ADB)</td>
<td>Kcal/Kg.</td>
<td>5300-5800</td>
<td>5700</td>
<td>&lt; 5300</td>
</tr>
<tr>
<td>5.</td>
<td>Size (in mm)</td>
<td>% by weight</td>
<td>0-50 mm</td>
<td>&lt;2.36 mm size quantity should not be more than 25%</td>
<td>&lt;2.36 mm size quantity is more than 25%</td>
</tr>
<tr>
<td>6.</td>
<td>Fixed Carbon (ADB)</td>
<td>%</td>
<td>30-50% Typical</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Volatile Matter (ADB)</td>
<td>%</td>
<td>25-45%</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------</td>
<td>-------</td>
<td>--------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>HGI</td>
<td>-</td>
<td>45-60</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>IDT under reducing atmosphere</td>
<td>°C</td>
<td>1100-1250</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. No bonus shall be payable for any parameter betters than guaranteed parameters
2. Quality adjustment of imported coal on Technical parameters from Sr. 1 to 5 will be done as per Clause for ‘Adjustment for Quality Variations of Coal’.
3. Imported coal rake having any three or more technical parameters mentioned at Sr. no. 1 to 5 of above table falling in rejection range shall be out rightly rejected notwithstanding the fact that same is unloaded and its coal consumed. The rejected coal so received shall not be returned for which no payment shall be made after having ascertained the limits required for rejection from the test results.

4. **CONTRACT PRICE:**

1. Contract Price shall be total Landed Price (INR/MT) of coal delivered at JPL’s MGTPP.
2. The payments shall be made by JPL to Successful bidder in Indian Rupees only.
3. Bidder needs to provide breakup of Quoted Landed Price as per table 3 given at Price Bid (Annexure N).
4. For calculation of Landed Price, Bidder shall consider the RBI reference exchange rate published on the date of publication of NIT for conversion of CIF price (USD/MT) given in the Price bid.
5. For Payment purpose the Landed Price will be calculated in INR/MT by adding:
   a. CIF price in (INR/MT) by converting the quoted CIF price in Price bid (USD/MT) at RBI reference exchange rate published on the day of Bill of Lading and
   b. all other components as quoted in Price Bid in INR/MT.
6. The Contract Price should be inclusive of cost of coal, transportation charges, handling charges and any and all other cost and charges, all taxes and duties (including custom duty) which may be applicable in respect of delivering the coal at MGTPP.
7. The prices stated above will also include all rights (if any) of patent; registered design or trademark and the Contractor shall indemnify JPL against all claims in respect of the same.
8. All the penalties, interest, charges, idle freight, demurrage and any other charges levied by Railway (except demurrage at Unloading End) shall be to the account of the Contractor without any liability on JPL.
9. The price per metric tonne paid by JPL for coal delivered under the Agreement includes all sums to be borne by the Successful Bidder for all taxes of every nature, which are assessed or may be
assessed as a result of the sale of coal pursuant to the Agreement. Successful Bidder acceptance to the amount paid by JPL for coal delivered under the Agreement shall constitute full and final settlement of any and all claims by Seller for costs or expenses incurred or paid by Successful Bidder, while the Agreement is in effect or at any time in the future, with respect to the production, shipment, or sale of coal pursuant to the Agreement. Successful Bidder agrees to defend, indemnify, and hold Purchaser harmless from and against any claim or liability for any such taxes, fees, governmental impositions, assessments, premiums, or penalties.

5. **QUANTITY DETERMINATION:**

   i) The Coal delivered shall be weighed at MGTPP. The weight recorded by Weighment System of MGTPP having an electronic print-out facility shall be taken as final after consideration of empty rake weight. In case Weigh Bridge goes out of order, the received quantity will be considered to be RR weight minus the average transit loss as per track record of the Successful Bidder for preceding one month or succeeding one month after the receipt of coal in case previous one month supply is not completed. The coal will be measured rake wise for the determination of quantity. The quantity determined shall be subject to adjustment due to quality variations determined on rake to rake basis.

   ii) It will be the responsibility of the Contractor to inform the rake arrival time at MGTPP in advance.

   iii) It shall be the responsibility of the Contractor 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 JPL 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 MGTPP.

   iv) The Contractor shall ensure that imported coal rakes are delivered to the MGTPP only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Contractor, the Contractor shall furnish advance intimation and RR and other necessary details to the MGTPP, JPL immediately on diversion of rake. The onus will rest with the Contractor to fulfil the obligation under the contract.

   v) The Contractor has to ensure that there is no under loading of wagons. All other charges like Demurrage/Dispatch, Wharfage, Overloading/ Under-Loading charges etc. as applicable for Railways shall be to the account of Contractor. Any delay/ detention charges of Rakes at MGTPP shall be to the account of JPL.

6. **QUALITY INSPECTION:**

   Coal samples at MGTPP end shall be drawn by IIA (IIA appointed by JPL with intimation to Contractor) in presence of representative of JPL and Contractor as per Methodology for collection of samples described in Annexure- P. In case, Contractor is not getting involved while collecting the
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 IIA shall be binding on the Contractor.

Further, the samples will be prepared by IIA in presence of representatives of JPL and Contractor in accordance with American Standards for Testing Materials (ASTM Standards No.D-2234 and D-2013) and analyzed as per relevant ASTM standards.

A part of unground sample shall be kept for Total Moisture (TM) to be analysed as per relevant ASTM standard (ASTM D3302) by IIA at JPL’s laboratory in the presence of representative(s) of JPL/IIA/ Contractor. Another part of unground sample shall be kept for HGI test to be analyzed as per relevant ASTM standard by IIA at IIA’s laboratory / nominated laboratory by JPL.

The sampling and testing process may be witnessed and signed off by representatives of JPL/IIA/Contractor HPPC, as the case may be. In case, Contractor is not getting involved while analysis of coal sample, the activity of analysis of coal sample should be continued and in such cases, the results of coal sample analysed by IIA shall be binding on the Contractor.

Three samples of the ground coal of adequate quantity shall be prepared within one day of its collection and shall be distributed for analysis as per relevant ASTM Standards (ASTM D3175, D3174, D5865, other relevant ASTM standards) as follows:

i) **Part-I of the sample:** Part-I of the sample will be analyzed by IIA at JPL laboratory respectively in the presence of representatives of /JPL/IIA/ Contractor for AFT, Size, GCV, Ash, Volatile Matter, Fixed Carbon & Sulphur. However, AFT will be analyzed by JPL IIA at IIA’s laboratory. The sampling and testing process may be witnessed and signed off by respective representatives of JPL/ IIA/ Contractor / HPPC, as the case may be. In case, Contractor is not getting involved while analysis of coal sample, the activity of analysis of coal sample should be continued and in such cases, the results of coal sample analysed by IIA shall be binding on the Contractor.

ii) **Part-II of the Sample:** Part-II of the sample will be analyzed for AFT, Size, GCV, Ash, Volatile Matter, Fixed Carbon & Sulphur at IIA laboratory / nominated laboratory by JPL.

iii) **Part-III of the sample:** Part-III of sample will be retained as referee sample. Such Referee Sample shall be kept under joint lock and custody of JPL, IIA, and Contractor to be used for future reference.

Following results will be considered for Quality Adjustment for the purpose of payments to contractor (as per Clause 7):
• TM results sample analysed at JPL Laboratory and
• Other results of Part-II of sample analysed at IIA laboratory / nominated laboratory by JPL

IIA charges shall be paid by JPL which shall be recovered from the payments to be made to the Contractor. Original copy of test report of IIA laboratory/nominated laboratory shall be provided by IIA to JPL with a copy to Contractor.

In case the test results of the respective portions of the coal samples analyzed by nominated laboratory/IIA Laboratories and those of JPL Laboratories are found at variance beyond the limits permissible under the relevant ASTM standards, JPL may forward the Referee Samples to Coal Survey Laboratory of Central Institute of Mining and Fuel Research, Dhanbad (CIMFR) (earlier known as CFRI) or any laboratory as approved by JPL for analysis.

It is to be specifically agreed that the analysis results of such Referee Samples, as furnished by CIMFR or any laboratory as approved by JPL shall be binding on all parties. The charges for testing the referee sample shall be paid by JPL which shall be recovered from the payments to be made to the Contractor. Original copy of test report shall be provided to JPL with a copy to Contractor

JPL representative may witness the handing over of the imported steam coal sample (part-II of sample) to nominated laboratory or referee sample (part-III of sample) to CIMFR/any laboratory as approved by JPL, as the case may be. Referee samples shall be retained up to two (2) months from the date of collection of the sample and thereafter destroyed.

The sampling and testing process may be witnessed and signed off by respective representatives of JPL/IIA/Contractor/HPPC, as the case may be.

7. **ADJUSTMENT ON QUALITY VARIATIONS OF COAL:**

i) **Total Moisture (As Received Basis (ARB))**

If the actual Total Moisture (TM) at unloading end (MGTPP) as per sampling/analysis at JPL Laboratory increases from the guaranteed total moisture value of coal (i.e 25%) the adjustment in weight of imported coal shall be as illustrated below:

**Illustrations:**

a) If the measured TM value is ‘X’ percent and this value is higher over the guaranteed Total Moisture value 25% but less than 32% then, the total weight of coal will be reduced as under:

\[(X\% - 25\%) \times \text{weight of coal}\]
b) If the measured TM value is ‘X’ percent and this value is higher over the guaranteed value and indeed greater than 32% but less than or equal to 34% then the total weight of coal will be reduced as under:

\[ 2 \times (X\% - 25\%) \times \text{weight of coal} \]

c) If the measured TM value is ‘X’ percent and this value is higher over the guaranteed value and indeed more than 34% the total weight of coal will be reduced as under:

\[ 3 \times (X\% - 25\%) \times \text{weight of coal} \]

No adjustment will be allowed if TM of the coal is found to be less than 25%

(ii) Gross Calorific Value (Air Dried Basis (ADB))

If the actual GCV (ADB) at Unloading End as per sampling/analysis at nominated laboratory of JPL decreases from the guaranteed (i.e. 5700 Kcal/Kg) GCV of coal, the adjustment in CIF Price of imported coal shall be as illustrated below:

a) GCV (ADB) (for 5700≥GCV≥5300)

If the Gross Calorific Value on ADB basis at Unloading End is less than or equal to the guaranteed GCV (i.e. 5700 Kcal/kg) but greater than or equal to 5300 Kcal/Kg, the price will be adjusted as per the formula given below:

\[
\frac{\text{Contracted CIF Price per Tonne}}{\text{Contracted Guaranteed GCV (ADB)}} \times \frac{\text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}
\]

b) GCV (ADB) (for 5300>GCV≥5000)

If the Gross Calorific Value on ADB basis at Unloading End is less than 5300 Kcal/kg but greater than or equal to 5000 Kcal/Kg, the price will be adjusted as per the formula given below:

\[
0.8 \times \frac{\text{Contracted CIF Price per Tonne}}{\text{Contracted Guaranteed GCV (ADB)}} \times \frac{\text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}
\]

c) GCV (ADB) (for 5000>GCV≥4700)

If the Gross Calorific Value on ADB basis at Unloading End is less than 5000 Kcal/kg but greater than or equal to 4700 Kcal/Kg, the price will be adjusted as per the formula given below:
0.5 \times \text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at Unloading End} \\
\text{Contracted Guaranteed GCV (ADB)} \\

d) \quad \text{GCV (ADB) (for GCV< 4700)} \\

If the Gross Calorific Value on ADB basis at Unloading End is less than 4700 Kcal/kg, the price will be adjusted as per the formula given below:

\[ 0.25 \times \text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at Unloading End} \]
\[ \text{Contracted Guaranteed GCV (ADB)} \]

e) If the GCV at Unloading End is above the guaranteed value, the portion above the guaranteed value shall be ignored for the above calculations.

(iii) \textbf{Ash Content (ADB)}

If the total ash content at Unloading End as per sampling/analysis at nominated laboratory of JPL increase from the guaranteed Ash content (i.e. 15%), the adjustment in weight of imported coal shall be as illustrated below:

\textbf{Illustration:}

a) If the Total Ash Content value is ‘X’ percent and this value is higher over the guaranteed Total Ash Content value 15% but less than or equal to 20% then, the total weight of coal will be reduced as under:

\[(X\% - 15\%) \times \text{weight of coal}\]

b) If the Total Ash Content value is ‘X’ percent and this value is more than 20% the total weight of coal will be reduced as under:

\[2 \times (X\% - 15\%) \times \text{weight of coal}\]

c) The decrease in ash content below the guaranteed Ash value shall be ignored.

(iv) \textbf{Sulphur (ADB)}

a) If the sulphur content at unloading end as per sampling/analysis at nominated laboratory of JPL exceeds from the guaranteed Sulphur content of 0.9% and is upto 1.0%, a penalty at the rate of Rs. 200 PMT for every increase of 0.1% sulphur or part thereof shall be levied.
b) If the sulphur content at unloading end as per sampling/ analysis at nominated laboratory of JPL is more than 1.0%, a penalty at the rate of Rs. 400 PMT for every increase of 0.1% sulphur (or part thereof) beyond guaranteed sulphur content (0.9%) shall be levied.

c) The sulphur content below the guaranteed value shall be ignored.

(v) **Size**

If <2.36mm size quantity of coal at unloading end exceeds 25%, then the weight of coal shall be reduced by the quantity exceeding 25%.

(vi) **Adjustment on quality variation other than the parameters indicated at (i), (ii), (iii) (iv) and (v) shall not be carried out.**

(vii) Imported coal rake having any three or more technical parameters mentioned at Sr. no. 1 to 5 of table give in Clause 3 above (Technical Specification of Coal) falling in rejection range shall be out rightly rejected notwithstanding the fact that same is unloaded and its coal consumed. The rejected coal so received shall not be returned for which no payment shall be made after having ascertained the limits required for rejection from the test results..

8. **PAYMENTS TO CONTRACTOR:**

i) Payment/s will be made to the account of the Contractor as per payment terms stated hereunder. The payment/s shall be made after the conditions listed for such payment as per clause 4, 5, 6 & 7 have been met against the Contractor’s invoice to JPL specifying the amount due.

ii) Contractor shall furnish the details of Bank Account in a prescribed format (Annexure-M) along with the Bid in order to facilitate JPL to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Contractor shall immediately inform JPL. The Contractor shall hold JPL harmless and JPL shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in bank details provided to JPL in the prescribed form without intimation to JPL duly acknowledged.

iii) Performance Bank Guarantee as per Annexure- O.
8.1 **PAYMENT TERMS:**

The payment terms shall be as under:

i) Payment shall be made for coal received at MGTPP after the adjustment on account of quality and quantity as mentioned in clause 7.

ii) Invoice to be submitted on weekly basis for the total rakes received during the preceding Week. 70% of payment against the invoices submitted will be released within 7 working days of receipt of invoice completed in all respect with supporting documents as per Annexure L.

iii) Balance 30% payment for the invoice submitted will be released after final reconciliation.

**Note:**
If any payment to Contractor is not made by JPL as per provisions made above, the schedule of supply shall automatically be deferred by that period for levying of Liquidated Damages/Penalty for Delay on the Supplier.

9. **RECONCILIATION /ADJUSTMENTS:**

Contractor and JPL shall jointly reconcile all payments made within 60 days after receiving the Contracted quantity at MGTPP. The parties shall forthwith give credit/debit note for the amounts falling due, if any, assessed during such reconciliation.

10. **TAX, OTHER STATUTORY LEVIES:**

Any variation in taxes, duties other statutory levies will be on account of Contractor and JPL will not be liable for any payment.

11. **COMPLIANCE WITH GOVERNMENT ORDERS:**

Coal to be imported under the proposed agreement is meant for generation of power at MGTPP and thus Contractor 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 Steam Coal, during the term of the proposed Agreement, the same shall become applicable and binding on
12. **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.

13. **LIQUIDATED DAMAGES/ PENALTY FOR DELAY:**

Contractor will ensure the delivery of consignment at MGTPP as per schedule given by JPL. In case of any delay, (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 delayed consignment for each week’s delay or part thereof subject to a ceiling of 5% of the total consignment value for that period.

If payment of any invoice raised by Contractor is not made by JPL as per provisions made above, the schedule of supply shall automatically be deferred by that period for levying of Liquidated Damages/Penalty for Delay on the Contractor.

14. **RISK PURCHASE:**

i) In case of delay or non-supply of any or all the material on the dates these are due, JPL will have a right to refuse to accept such delayed supplies and to make the purchase of the material so delayed or not supplied from any alternative source, at the sole risk and cost of the Contractor. Any extra expenditure incurred on such purchase/s shall be recoverable in full from the supplier in addition to JPL right or claim for applicable liquidated damages or penalty.

ii) JPL if considers it desirable not to purchase the material not supplied/delayed by the Contractor; shall have a right to cancel the purchase order due to non-fulfilment of contractual terms (i.e. delivery) and JPL shall recover the damages upto 5% of the total value of the P.O.

iii) It shall be the sole discretion of JPL to exercise any of the above options.

15. **PERFORMANCE BANK GUARANTEE:**

The successful bidder shall furnish a Performance Bank Guarantee to JPL as per Annexure-O for 5%
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 Contractor is irrevocable, non-transferable & unconditional and JPL shall have the right to invoke it notwithstanding any dispute or difference between Contractor and JPL pending before any court tribunal, arbitrator or any other authority.

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

16. **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 exceed 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 Contractor 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.

17. **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.

18. **TERMINATION:**

JPL 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 Contractor had made a material misrepresentation while submitting the bid and in that case Performance Bank Guarantee submitted by the Contractor shall
also be forfeited/ en-cashed and the Contractor shall be liable for blacklisting.

JPL reserves the right to cancel the contract in full or part by written notice of one month if the performance is not satisfactory in accordance with the contract/ order in opinion of JPL or the contract is found uneconomical to JPL. JPL also reserves the right to terminate/ cancel the order by giving 15days written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.

JPL, at any time, on breach of any of the terms and conditions under the contract by the Successful Bidder, may issue notice of such breach and if the Successful Bidder does not take appropriate measures to remedy that breach to the satisfaction of JPL within a period of 25 (twenty-five) days from issuance of such notice, then JPL may terminate the contract at any time thereafter stating therein the date of termination.

19. LETTER OF ACCEPTANCE AND CONTRACT AGREEMENT:

On acceptance of bidder’s offer, the contract shall be concluded, however the contract agreement shall be signed later for ministerial purpose. Acceptance of bid proposal by JPL shall be communicated by the issue of a ‘Letter of Acceptance (LOA)’. The successful bidder shall submit the dully acknowledge LOA within 7 working days form the date of issuance and shall enter into a Agreement with JPL within further 7 working days. The Agreement will be executed on appropriate value NJS paper. The stamp duty is to be borne by the Contractor.

20. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Indian Arbitration and conciliation act 1996 shall be applicable and rules there under with any statutory modifications thereof for the time being enforced shall be applicable.

21. GOVERNING LAWS

The contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

22. JURISDICTION:
The applicants hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

23. 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 JPL and set off against any claim of the JPL for the payment of a sum of money arising out of that or any other contract entered into by the Contractor with JPL.
Volume – IV

(Annexures/Formats/Forms)
**LIST OF ANNEXURE:**

A- Bid Submission Form  
B- Bank Guarantee Format for EMD  
C- Checklist for Bank Guarantee  
D- Affidavit Notarized that bidder has not been banned/blacklisted  
E- Power of Attorney for Authorized Signatory in case of single bidder  
F- Certificate of No Deviations  
G- End User certificate for supplies of quantity  
H- Certificate from Statutory auditors of the Bidder for supplies made of Imp coal  
I- End-user certificate for Bidder/its Nominated Handling Agent for handling of Imp coal  
J- Certificate from Statutory auditors of Bidder/its Nominated Handling Agent for handling of Imp coal  
K- Declaration that firm has not submitted more than one Bid  
L- List of supporting documents for invoicing  
M- Bank Account details  
N- Price Bid  
O- Format for Performance Bank Guarantee  
P- Methodology of collection of samples  
Q- Vendor Ethic Code  
R- Power of Attorney in case of JV / Consortium  
S- SHE POLICY  
T- ALCOHOL & DRUG FREE POLICY  
U- LIST OF STATUTORY COMPLIANCES
Annexure A
BID SUBMISSION FORM

Procurement of 3.00 lac MT of Imported Coal

Tender Ref No. and Date: ......................... dated ..........

Bidder's Name and Address :

To,
Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

Sub: Tender for procurement of 3.00 lac Metric Ton of Imported Coal for JPL.

Dear Sirs,

1. We hereby submit bids for supply of 3.00 lac Metric Ton of Imported Coal for JPL for its own consumption

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by JPL of India Limited, being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

2. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:

i. Signed copy of the original Bid Document as token of acceptance of the terms including Specifications of imported coal and Pricing methodology laid down therein.
ii. Certificates from End-User for Supplies of Quantities
iii. Certificate from statutory auditors for experience of imported coal supplies
iv. Certificate from End-User for Handling of coal
v. Certificate from Associate for Handling (if applicable)
vi. Certificate from Statutory Auditors of Bidder/Associate for Handling
vii. Declaration for no deviation
viii. Declaration for No multiple bid
ix. Affidavit for not having been blacklisted
x. Bank details for transfer of payments electronically
xi. Power of Attorney
xii. Bank Guarantee/DD No. ___ Dated _____ issued by ___ (Name & Address of issuing bank) for Rs. ____ Valid upto _____________ towards “Earnest Money Deposit” (EMD).

xiii. Check List for Bank Guarantee verification for EMD
xiv. Price Bid
xv. CLP’s Vendor code of Ethic as per format duly signed

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 Methodology as detailed in Clause 4.5 – Vol. III.
   (b) Issuance of Letter of Acceptance, along with signing of Agreement with the Successful bidder subsequently, only will constitute the formation of the contract.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 90 days from the due date of submission of Bid i.e. upto _______________. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

Date__________________ Signature_______________________
Place____________________ Name________________________
Designation__________________ Seal________________________
Annexure – B

PROFORMA FOR BANK GUARANTEE FOR EMD
(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)

BANK GUARANTEE NO.____  DATE___________

REF No.

JPL

1. WHEREAS Jhajjar Power Limited (hereinafter called JPL) has invited bids vide Global Tender No.: ………………… dated ……………

2. JPL (hereinafter referred to as Invitation to Bids) for supply of 3.00 Lac MT imported coal.

3. AND WHEREAS the said invitation to Bid requires that any eligible Bidder intend to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to INR……………in favour of JPL, Jhajjar in the form of a Bank Guarantee of INR…………with a validity of …….. days from the date of submission of bids.

4. AND WHEREAS at the request of M/s ____________(Name of the Bidder)
   We_____________(Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to JPL upto and not exceeding the sum of Rs…………… with a validity period 90 (Ninety) days and that the Bidder, M/s__________ :-
   a) Shall keep his bid firm and valid for acceptance by JPL up to 90 (One Hundred and Twenty) days from the date of submission of bids;
   b) Shall, in the event of the bid being accepted by JPL, within Fourteen (14) days from the date of date of issuance of Letter of Acceptance (LOA) execute an Agreement for supply of imported coal.
   c) Shall in the event of issuance of LOA by JPL within 7 days the Bidder shall establish a Performance Guarantee in favour of JPL, in the form of Bank Guarantee equivalent to …………………. of imported coal, with a validity period of 03 (three) months from the expiry of validity of agreement.

5. We ___________________________(Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to JPL, Jhajjar, on demand without JPL having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of
Indian Rs…………………… This Bank further agrees that the decision of JPL as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be conclusive, final and binding.

6. We________(Bank) undertake to pay the amount demanded by JPL, not exceeding the sum of Rs.____only without any demur, delay, protest and without any reference or recourse to M/s____(Bidder) notwithstanding any dispute raised by ___(Bidder) in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal.

7. The payment shall be made to JPL, Jhajjar across the counter of this bank on the same day of receipt of invocation of this bank guarantee.

8. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Indian Rs. ...........only

9. Your demand in writing may be presented to the Bank by Courier/Fax/Airmail/Speed Post/Registered Post or in person and the same shall be binding on us.

10. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s ______(Bidder).

11. The liability of this bank shall discharge upon receipt of Rs.___ only by JPL

12. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto a period ..........days and shall expire on_____________(Date) and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of JPL in writing.

13. This Guarantee is governed by the Laws of India and comes into force forthwith.

14. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature:_________________
Name and code:____________
Designation:______________
(a) Seal of the Bank:____________

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### ANNEXURE-C

**CHECK LIST FOR BANK GUARANTEE VERIFICATION BY BIDDER**

<table>
<thead>
<tr>
<th>SL.</th>
<th>GUIDELINES</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether date, purpose of purchase of stamp paper and name of the purchasers are indicated on the back of Stamp Paper under the signature of Stamp Vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the Stamp Papers should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Does the issuing Bank have Net Worth of at least Rs. 500 Crores and Capital Adequacy Ratio of 9%?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Has the executing Officer of BG indicated his name designation and Power of Attorney No./Signing Power No. etc. on the BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Is each page of BG duly signed/ initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Are the factual details such as Bid Document No. NOA/LOA/Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Whether overwriting /cutting if any on the BG have been properly authenticated under signature and seal of executants?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Does the covering letter of BG issuing bank provides details of next higher authority of the Bank officials who have issued the BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Whether the BG has been issued by a Bank in line with the provisions of Bid/Contract Documents?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure-D

FORMAT OF AFFIDAVIT

Tender No.: JPL
(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)
TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri________________S/O______________Aged about _______ 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 3.00 Lac Metric Ton of imported steam coal for power plants of JPL.
4. That bidder is not Black listed or Banned as on date of submission of bid in any of the power utilities/Government/ Semi Government/ Government Undertaking Organizations in India.
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, Jhajjar Power Limited, 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___2015 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
Annexure-E
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 Jhajjar Power Limited (JPL) for procurement of 3 Lac MT of Imported coal, including signing and submission of all documents and providing information / responses to JPL, representing us in all matters before JPL.

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)
Annexure – F
CERTIFICATE REGARDING NO DEVIATIONS
(On letter head of the Bidder)

Tender No.: JPL

To,

Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

Sub: Tender for Procurement of 3 lacMT of imported coal for JPL

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your TENDER NO. JPL........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 work shall be performed as per the terms of the above bid documents.

Date : Signature of Authorized Person
(Name & Designation)
Official Seal/Stamp
Annexure –G
END-USER CERTIFICATE FOR SUPPLIES OF QUANTITIES

(ON THE LETTER HEAD OF END-USER / PSU)

NO. DATED:

Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

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

<table>
<thead>
<tr>
<th>Period of Supply (Financial year)</th>
<th>Quantity (MT)</th>
</tr>
</thead>
</table>

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

(Signature Of Authorised Person
With Full Address)

PLACE:
DATE:

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 OF THE BIDDER FOR SUPPLIES MADE OF IMPORTED COAL

(On the Letter Head of Statutory Auditors)

NO. DATED:

Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, 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 (power / cements / steel fertilizers / industrial utilities) directly or through PSU(s) as under:

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>NAME OF THE END-USER / PSU(S)</th>
<th>FINANCIAL YEAR</th>
<th>QUANTITY SUPPLIED (MTs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLACE: SIGNATURE
DATE: NAME OF THE PARTNER / PROPRIETOR
MEMBERSHIP NO.
SEAL OF STATUTORY AUDITORS
Annexure-I

HANDLING EXPERIENCE CERTIFICATE FROM END-USER FOR HANDLING OF COAL INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION
(ON THE LETTER HEAD)

NO. DATED:

Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

This is to certify that M/s ________________(Name and address of the Bidder/Associate) have handled imported coal, including port operations and delivery upto destination as per details given below –

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>FINANCIAL YEAR</th>
<th>QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

PLACE: SIGNATURE OF AUTHORISED PERSON
DATE: WITH FULL ADDRESS
CERTIFICATE FROM STATUTORY AUDITORS OF BIDDER / OR ITS ASSOCIATE FOR HANDLING OF COAL INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION

(ON THE LETTER HEAD OF STATUTORY AUDITORS)

NO.                                      DATED:

Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s._____________________ Bidder / Associate having office at___________________________. We hereby certify that M/s._____________________ Bidder/ Associate have handled imported coal, including port operations and delivery upto destination as per details given below:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Party</th>
<th>Financial Year</th>
<th>Quantity (MTs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLACE :
DATE
SIGNATURE
NAME OF THE PARTNER / PROPRIETOR
PARTNERSHIP NO._______
SEAL OF STATUTORY AUDITORS
Annexure - K

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

To,
Jhajjar Power Limited,
Village Khanpur, Tahsil Matenhil, District Jhajjar
Haryana-124142, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No.: JPL for supply of 3 lac MT of imported coal to JPL.

We hereby confirm that we have submitted only 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:
Printed name…………………………………
Place:
Designation……………………………………
ANNEXURE - L
List of supporting documents for invoicing

1. HSS (If applicable)
2. B/L (Bill of Lading)
3. Certificate of Origin by IIA
4. Certificate of Sampling & Analysis (Load Port)
5. Certificate of Weight of Vessel (Draft Survey)
6. Form A-1 (If applicable)
7. Stamp Duty
8. Bill of Entry
ANNEXURE - M

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

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD )
VENDOR CODE ______________(TO BE FILLED IN BY JPL)

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 JPL of India Limited in case of any change in particulars given below and will not hold JPL of India Limited responsible for any delay/default due to any technical reasons beyond control of JPL of India Limited:

Bank Account Number :____________________________
RTGS/NEFT/IFSC CODE :____________________________
NAME OF THE BANK :____________________________
ADDRESS OF THE BRANCH :____________________________
BRANCH CODE :____________________________
ACCOUNT TYPE (SAVING/CURRENT/OTHERS :____________________________
E-MAIL/FAX NO.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 JPL of India Limited 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  
Authorised Signatory
Authorisation No.____
Name
Official Seal/Stamp
### Annexure - N

#### PRICE BID

1. **Quantity**

<table>
<thead>
<tr>
<th>Particular</th>
<th>Quoted Value</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Quantity</td>
<td></td>
<td>MT</td>
</tr>
</tbody>
</table>

2. **Landed Price**

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Particular</th>
<th>Value</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CIF Price</td>
<td></td>
<td>USD/MT</td>
</tr>
<tr>
<td>2</td>
<td>RBI Reference Rate (On the date of publication of NIT)</td>
<td></td>
<td>INR/USD</td>
</tr>
<tr>
<td>3</td>
<td>CIF Price (1 x 2)</td>
<td></td>
<td>INR/MT</td>
</tr>
<tr>
<td>4</td>
<td>Other Components</td>
<td></td>
<td>INR/MT</td>
</tr>
<tr>
<td>5</td>
<td>Landed Price of coal at Unloading End (3+4)</td>
<td></td>
<td>INR/MT</td>
</tr>
</tbody>
</table>

*Values to be quoted in the cells highlighted in yellow*

**Note:**

i. Minimum Bid quantity should be 50% of Tender quantity as specified in Clause 3 C of Volume I

ii. Landed Price will be price of coal delivered at MGTPP and hence Other Components shall include all charges, taxes, duties etc. (only excluding CIF Price) to incurred by bidder for delivery of coal at MGTPP.

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:
ANNEXURE – O

BANK GUARANTEE FOR SUPPLY OF IMPORTED COAL CONTRACT
(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No........ Date : 

To,
Jhajjar Power Limited

Dear Sirs,

1. Jhajjar Power Limited (hereinafter referred to as the ‘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 Steam Coal on delivery basis at JPL’s Mahatma Gandhi Thermal Power Station (“MGTPP”) situated at Village Jharli, District Jhajjar, Haryana to M/s ................., a company (having been 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 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns). The Contractor has unequivocally accepted the LOA issued by JPL.

2. Pursuant to acceptance of the LOA by Contractor, parties mentioned above shall enter into an Agreement (hereinafter referred to as the 'Contract'). Prior to execution of Contract, the Contractor has agreed to provide a Performance Guarantee to JPL for faithful performance of the entire Contract, equivalent to 5% 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 JPL, Rs.______, on demand, all and/or any monies payable by the Contractor to the extent of Rs.______ at any given time without any demur, reservation, contest, recourse, or protest and/or without any further reference to the Contractor.

4. It is agreed upon that any such demand made by JPL on the Bank while invoking this Bank Guarantee shall be conclusive and binding notwithstanding any disputes between the parties to contract i.e. JPL and the Contractor 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 JPL and further agrees that this guarantee shall continue to be enforceable within its validity.
6. In the event, JPL extends the time for performance of the Contract with its Contractor, 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 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 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 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 Contractor and notwithstanding any security or other guarantee/s that JPL may have in relation to the Contractor’s liabilities under the Contract.

9. Notwithstanding anything contained hereinabove, the Bank’s liability under this guarantee is restricted to INR _____ 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..............................................................
ANNEXURE-P

METHODOLOGY FOR COLLECTION OF SAMPLES AT UNLOADING END

The supplier shall ensure following methodology for collection of sample:-

1. The concerned officer of JPL is informed on the arrival of Imported Steam Coal rake.

2. The officers as authorized by the JPL, representative/s of Independent Inspection Agency and representative/s of Contractor and JPL Procurers are associated for the collection of sample as under:-

“The 4 nos. increments from each corner & one from centre at a depth of 2 to 4 feet from 8 nos. stationary wagons of a rake, 3 nos. increments each from grizzly top after tippling of 7 no. wagons are taken. The above 8 no. wagons and 7 no. wagons shall be at an interval of 4 wagons at random location. The above increments from 14-15 wagons shall be used for preparation of final samples.”

3. Approximately, 20-25 kg of coal sample shall be collected from each wagon.

4. Thus, approximately 300-350 Kg of sample is collected from 14-15 wagons in a rake.
ANNEXURE - Q
VENDOR CODE OF ETHICS

Business Practices:
We require strict adherence to proper business practices to ensure the achievement of high standards of business and personal ethics for those with whom we work, including advisor/consultant engaged. You must adhere to all laws of India in performing the service. You will not offer or make any payment of monies or other valuable consideration to, directly or indirectly, influence, corruptly or unlawfully, any decision of judgment of any official or any government or of any subdivision, agency or instrument of that government in connection with the Assignment or in connection with any contracts or dealing with third parties associated with the Client.

Governmental officials include any officer or employee or person acting in an official capacity on behalf of a government or any department, agency or instrumentality of a government. Political parties, their officials and political candidates are also included in the definition of “Government officials”. If during the course of your representation of us, any issues of questions of concern should arise in this regard, please contact Mr. Subrata Ghosh (Sr. Vice President - Operations) Email: subrata.ghosh@clpindia.in/Mr. Sandeep Raheja (CPO, CLP India) Email: sandeep.raheja@clpindia.in directly.

Equal Opportunity:
We advocate engaging entities for services whose employment practices and ownership reflect the diversity of the communities in which they do business. We will only retain advisor or consultants who do not discriminate based upon race, colour, national origin, religion, sex, age, marital status, medical condition or disability.

Conflict of Interest:
You must use reasonable endeavors to prevent a conflict arising between your interests and ours, including ensuring that your directors, officers and employees do not make, receive provide or offer gifts, payments loans, substantial entertainment or other things of value for the purpose of influencing persons to act contrary to our interest. Should a real or potential conflict of interest arise, full disclosure must be made to Mr. Subrata Ghosh (Sr. Vice President - Operations) /Mr. Sandeep Raheja (CPO, CLP India) Email: sandeep.raheja@clpindia.in directly as soon as you become aware of it. We expect you to obtain our consent before representing anyone whose interests are adverse to our interest. We would also ask that you discuss with us potential representations of any of our significant competitors.

Bribery, Gifts and Entertainment
We forbid paying, offering, asking for, proposing terms for, or accepting, bribes directly or with the assistance of any organization or individual. We are strictly prohibited from discussing terms with people who ask for or offer bribes.

The Company is committed to conducting all business without undue influence. We decline entertainment, gifts or other benefits (e.g., personal favors, or preferential treatment) that influence, or appear to influence, business decisions in favor of any person or organization with which the Group may have business dealings.
ANNEXURE - R

POWER OF ATTORNEY IN CASE OF JV/CONSORTIUM

(In favour of the Partner authorized to sign/execute documents)
(To be submitted by all partners of Joint Venture/Consortium)

TO BE STAMPED AS PER THE STAMP ACT

We, (Name of the Partner) partner in Joint Venture/Consortium participating in the invitation for bid for supply of 3.00 lac MTs of imported coal, existing under the laws of (name of Partner’s country) having its principal office at (address of Partner’s office) hereby appoint and authorize (name of the Partner authorized) existing under the laws of (name of Partner’s country), and having its principal office at (address of Partner authorized) as its lawful attorney to do, in the name of aforesaid joint venture/Consortium, any acts mentioned below, concerning the tender for supply of coal to Jhajjar Power Limited-

- To participate in the Tender/bid No. . . . . . . . . . . . . . .
- To enter into the Contract and
- To receive instruction for and on behalf of any or all the partners of Joint Venture/Consortium.
- To take all the action for entire execution of the contract on behalf of all the partners of the Joint Venture/Consortium; and
- To do any other act related thereto

This Power of Attorney comes into effect forthwith and shall remain in full force as per the terms of the bid documents and the subsequent contract, in case of the successful bidder.

Signature of Partner Authorized 
Name 
Designation 
Address 
Seal of Partner authorized.

Yours faithfully,
Name 
Designation 
Seal of Partner Company
SAFETY, HEALTH AND ENVIRONMENT COMPLIANCE

JHAJJAR POWER LIMITED (JPL) is wholly owned subsidiary of CLP – Holding – Hong Kong. CLP maintains very high values and commitment towards compliance of highest SHE standards at its power stations. JHAJJAR POWER LIMITED is committed to maintain best SHE standards and this requires effective support from all the contractors and AMCs working at the plant.

Contractor is required to depute full time SHE coordinator who will have interface with JHAJJAR POWER LIMITED’s. SHE coordinator shall ensure the compliance of SHE procedures and standards.

Some of the important elements, which form part of this document, are as follows:

- Risk Assessment and risk based execution,
- Housekeeping and Hygiene,
- Hand tools,
- Management of PPE,
- Management of scaffolds,
- Flammable material handling,
- Stacking and storage,
- Labeling and identification,
- Legal & statutory compliance,
- Training to staff,
- SHE reporting and documentation,
- Management responsibility.

BRIEF GUIDELINE ON SAFETY HEALTH AND ENVIRONMENT TO BE FOLLOWED BY CONTRACTORS WORKING AT JHAJJAR THERMAL POWER PROJECT.

Attention of all contractors, sub-contractors and employees, working in JHAJJAR THERMAL POWER PROJECT, is drawn to points, as given under, for their immediate and sincere adherence. These points pertain to safety and hygiene of every individual working in the plant area. Its compliance is mandatory under various provisions of Industrial Act and Labour laws.

BRIEF GUIDE LINE ON THE COMPANY SAFETY RULES DURING EXECUTION OF CONTRACT.

Safety during execution of contract:
Following are the guideline on the JHAJJAR POWER LIMITED safety rules, which are essentially to be followed by the contractor during execution of the entire contract. Suitable levels of illumination must be provided appropriate for the duties carried out and emergency lighting must be provided in areas where sudden loss of light would present a serious risk to persons.

Safety Induction:
All the employees of the contractors including that of its sub-contractor shall undergo the safety Induction arranged by either by JHAJJAR POWER LIMITED or Contractor. Person can be deployed on the
job only after safety induction is given. Record of Safety Induction of all persons should be maintained by Contractor.

**Competent Person:**
The person/persons in charge for the supervision of the work on behalf of contractor is/are required to undergo the course of competent person as per JHAJJAR POWER LIMITED rules and he/they can be deputed on the job only after passing the test.
No work shall commence/ be executed in absence of a qualified competent person.

**Permit of work: (Where Applicable)**
Contractor has to comply with the existing rules pertaining to the work permits. The work request shall be submitted well in advance to the permit office. No work shall be carried out without obtaining the permits. Instruction/s given in the permit shall be strictly complied with. For certain jobs as directed by the permit office/ Engineer in charge, contractor shall also submit the method statements to carry out the work.

**Personnel Protection Equipment (PPE):**
Equipment should be designed and installed such that the need for the use of Personal Protective Equipment (PPE) is minimized for all routine operation and maintenance facilities. There should be no need to routinely wear fall arrest devices, unless a risk assessment has identified the need – e.g. during the erection stage, when two-point attachment above 2 metres must be used. (It is accepted that normal operation within a power station requires items of PPE such as hard hat, haring and eye protection to be worn routinely within certain designated areas). Known carcinogens should not normally be specified for use in the plant construction (e.g. asbestos insulation)

Contractor shall provide all required/ necessary PPE’s to the workmen. All PPE’s shall be of ISI mark or of a reputed make as accepted by the Engineer In Charge. Persons violating the use of PPE’s shall be strictly dealt with. In any case the use of Safety shoe and the safety helmet/ hard hat is mandatory inside the JHAJJAR POWER LIMITED complex (including the civil workers). Other PPE’s shall be used as per the job requirement and as directed by the Permits/ Engineer In Charge.

**Scaffoldings:**
Only steel/ metal pipe scaffoldings shall be used in the JHAJJAR POWER LIMITED complex. The JHAJJAR POWER LIMITED’s inspector or Contractor’s Inspector shall inspect scaffolding material and only upon his acceptance, it shall be put to use..

**Use of construction Power:**
All cables, switches, fuses, isolators, panels etc shall be good and acceptable quality. The contractor shall follow all necessary safety precautions. Only qualified technicians shall be deputed for the electrical works.
**Plant and apparatus:**

Plant and electrical apparatus must be provided with adequate guards, barriers, screens, shrouding etc. to prevent inadvertent contact with electrical or mechanical hazards. Suitable arrangements must be provided so that plant and apparatus can be properly isolated, including the ability to lock off isolation points. Plant and apparatus must also be designed so that it can be vented, drained, purged and earthed as appropriate to enable a safe system of work to be established for maintenance activities.

All systems must be designed such that when they are in their normal operating mode, they may be operated without risk to the health and safety of persons when routine procedures and suitable equipment are used correctly.

**Use of Portable tools:**

All electrical portable tools shall be of good quality. Proper earth protection shall be provided for such tools. Proper size plugs/sockets shall be used. All rotating tools shall be fixed with the right quality of guards.

**Use of Gas Cylinder:**

All compressed gas cylinders shall be placed vertically up right and tied properly in gas trolley. The gas regulator, tubes and clamp shall be in good condition.

**Accident & Incident Reporting:**

All incidents shall be reported immediately to Engineer in-charge and all Accidents shall be first reported in our First Aid Centre.

**Barrier and Fences:**

Barrier with proper instruction shall be put & displayed wherever required to warn the other individuals accessing the area.

**Hygiene and Cleanliness:** It is incumbent on all employees, contractors, workers and visitors as well, to co-operate with the management in providing hygienically clean and aesthetically pleasing environment. To ensure this following actions are imperative:

A. **Littering:** Discarding of Gutka, Pan Masala and tobacco pouches, loose papers, polythene bags, wrappers, water bottles and many other similar items, indiscriminately inside the plant area, requires attention and effort of all concern to check this pernicious practice. Persons found defiling the area will be evicted from the campus and the contractor will be imposed upon a penalty of Rs.1000/- (Rupees One thousand only).

B. **Spitting:** Spitting, especially after chewing tobacco, leaves a permanent red mark. The ugly effect of such practice is amply demonstrated along the roads, buildings, lawns, metal mulching etc. It must stop forthwith. Defacing and defiling will draw similar penalty as indicated above.

C. **Eating and resting:** Eating and resting, during lunch hour and at other times, construction area is unsafe and untidy practice, which must stop forthwith. Contractors must educate their employees and bear the responsibility..
D. Disposal of Waste: Disposal of any kind of waste inside the plant area, without prior approval of the authorised officer (House-keeping in-charge), is not allowed. The violation will draw a heavy penalty of Rs. 5000/-.  
E. Toilet Facilities: Open defecation by labours must stop and they should be encouraged to use the appropriate facilities created by the Contractor for the purpose.

Article II.

Article III. SAFETY HEALTH AND ENVIRONMENT COMPLIANCE

Vehicle Discipline: Keeping in view the safety requirements, the speed limits for vehicle have been fixed a 20kmph for the site. All the vehicles should be parked in designated area. Responsibility for the safety of vehicle shall rest with the driver.

Digging/Excavation Work: For all types of digging or excavation work, prior approval of site incharge is mandatory. Damage to underground cables or pipeline will attract heavy penalty.

Drinking water: Availability of safe drinking water inside the plant area for their staff is to be arranged by Contractor

Killing of Birds / Animals: Killing of animals and birds etc. is completely prohibited inside JHAJJAR POWER LIMITED campus. Violation will result in termination of entry pass and imposition of penalty as decided by JHAJJAR POWER LIMITED management.

Consumption of Liquor: Consumption and possession of liquor is prohibited at site. Violation will attract a penalty of Rs. 5000/- and cancellation of entry pass. The individual may also be reported to civil police.

First Aid Centre: All kinds of injuries in Plant area must be reported to First Aid Centre for necessary medical aid and maintenance of statutory record on the subject.

Occupational health surveillance of contractor’s employees: A separate guideline on Occupational Health is enclosed here with and Contractor is required to submit health check-up reports of its employees to JHAJJAR POWER LIMITED OHC accordingly.

Documentation and records: Contractors are required to maintain good documentation and records for various inspections / trainings etc.
**Commitment:**
Contractor shall give the commitment for the strict compliance of the JHAJAR POWER LIMITED safety rules. Contractor should comply with the Instructions of the Engineer – in – charge from time to time. Any deviation observed on part of the contractor will be dealt with strictly. Above guideline is issued to enable the contractor to plan the safety at work & prepare the overall work schedule accordingly.

1. You and your workmen shall abide by JPL SHE Policy. Any violation in the safety rules shall be viewed seriously and you can be penalized as per JPL rules.
2. All your drivers / operators / electricians shall have Driving license / appropriate certificate.
3. You shall appoint a Safety Officer who shall be suitable on his qualification & experience for SHE functioning and shall be approved from JPL SHE Department for the said position. He will act as point of contact for all SHE communications. He shall be authorized to take appropriate action on Safety, Health & Environment ground from your end.
4. You shall ensure that your all workmen have gone through Safety, Health & Environment Induction as per JPL standard before starting the work. You shall also ensure that all workmen possess valid Gate Pass.
5. You shall provide all applicable Personnel Protective Equipment as per job requirement to your persons for example but not limited to Safety Helmet, Safety Shoes, Dust Mask, Ear Plug, Full Body Harness with double lanyard.
6. You shall ensure medical fitness of your workmen before start of the work.
7. You shall abide by the general guidelines for environmental protection as per enclosure.
8. You shall ensure that your workmen shall participate in all applicable Safety Programs. You and your workmen shall adhere to the Safety rules, Safety Instructions, Job Safety, Health & Environment Assessment control measures.
9. You shall ensure that your work area shall be made clean and tidy and housekeeping shall be maintained as per JPL standard.
10. You shall ensure that all your Incidents including near miss shall be reported to JPL Safety team & Engineer In-charge. All injured persons shall be routed through JPL Occupational Health Centre under guidance of JPL authorized medical practitioner.
11. Your all vehicles shall be inspected for fitness before entering to the plant premises.
12. All tools & tackles shall be inspected by authorized JPL person under guidance of Engineer In-charge before use at plant.
13. Your all Earth Moving Equipment & vehicles shall be inspected for fitness as per JPL checklist before entering to the plant JPL premises.
Jhajjar Power Limited

Safety, Health & Environment Policy
Mahatma Gandhi Thermal Power Plant

The top management and the entire team of Jhajjar Power Limited (JPL) is committed to maintaining Safety, Health and Environmental (SHE) standards and complying with all the relevant statutory requirements with the intention of developing a safety culture which aims at achieving zero injuries at MGTPP.

JPL also integrates SHE measures identified through various SHE techniques such as Safety Audits, Job Safety Health & Environmental Assessments, etc. in all decisions dealing with plant, equipment, machinery & materials as well as selection & placement of personnel.

The operation & maintenance team working at JPL is responsible for the overall implementation and adherence to Safety, Health and Environmental guidelines in all its activities at MGTPP. All other departments shall provide necessary supports in all possible means for strengthening SHE performance, improving culture and ultimately making the SHE policy effective at MGTPP.

While considering the career advancement of any individual, his/her Safety, Health & Environment performance will be taken in account.

JPL will select Partners & Contractors based on their clear acceptance and commitment for following the JPL SHE policy. JPL workers, employees, contractors, sub-contractors, vendors and transporters will actively participate for achieving the intended objectives of the SHE policy at MGTPP.

The JPL SHE performance records will be provided on an annual basis to the workers, employees, contractors, sub-contractors, vendors and transporters.

JPL will also make necessary arrangements for continual enhancement of knowledge, awareness, behavior & competency of workers, employees, vendors, contractors, sub-contractors, transporters & members of the public in immediate vicinity wherever necessary in context of the SHE policy by providing strong systems & training.

The JPL SHE Policy will be appropriately communicated to the workers, employees, vendors, contractors, sub-contractors, transporters and suppliers etc. & also will be displayed at prominent places in the plant.

Date: November 2013

Daniel Dexter
Occupier (Jhajjar Power Limited)
ANNEXURE - T

ALCOHOL AND DRUG FREE POLICY

JPL is committed to providing a safe and healthy work environment for all employees of Contractor. We recognize that alcohol or drug abuse can impair and affect health and job performance. It is also hazardous to our workplace safety, employee's well-being and productivity. Therefore, we must ensure that our workplace is free of any alcohol and drug or related problems. No employee of contractor will be allowed to work under the influence of alcohol or drug. Use or possession of drug or alcoholic beverages on our workplace is strictly forbidden.

Objectives:

a. To provide a safe and healthy workplace.

b. To ensure our workplace is free of any alcohol and drug or related problems. This also applies to any form of abuses of legitimate, illicit or un-prescribed controlled drugs and other substances.

c. To prevent, detect, correct and eliminate any problematic alcohol or drug related behavior.

d. To closely monitor employees of the contractor in positions those are critical to our workplace safety and business operations. This would include all the Top Executive Positions Specified Executives and those pre-identified Designated Positions.

Guideline:

a. Vendor shall establish a policy to ensure that the Site is kept free of drug and alcohol use which shall meet the requirements therefore specified in JPL's Requirements. Vendor shall ensure that no employee, sub-contractor or agent shall:

   ➢ Perform any service in connection with the Works while under influence of Alcohol/Drug at Worksite is prohibited under law. Vendor and its sub-contract staff shall comply strictly these provisions.

   ➢ Use, possess, distribute or sell alcoholic beverages, illicit or un-prescribed controlled drugs, drug paraphernalia, or misuse legitimate prescription drugs while on the Site or executing the Works.

b. Vendor shall carry out random alcohol and drug testing and bi-annual medical examinations of his employee defined as Authorized Representative as per (E.I.C/ O.I.C) of the Contract. JPL may perform unannounced audits of such tests and examinations. In addition, any employee of Vendor or any sub-contractor performing a role comparable to that of a Authorized Representative shall:

   ➢ before commencing work, pass alcohol and drug testing and undergo a medical examination as specified in JPL’s Requirements;

   ➢ be subject to regular drug and alcohol testing programs put in place by Vendor in accordance with the requirements therefore in JPL's Requirements; and

   ➢ be subject to specific testing and examination after any safety incident in connection with the Works or on the Site.
c. Any violation shall be considered serious indiscipline issue and JPL reserves the right to stop any activities found unsafe. On intimation from JPL, it shall be obligatory to de-mobilize the person from the site with the immediate effect.

**Important Note:** You/Your agents/your sub-contractors/ your employees are expected to conduct activities in compliance with Conflicts of interest (as specified in Vendor Code of Conduct), Alcohol and Drug Free, and Business Ethics Policies specifically.

d. Incase, the contractor does not conduct the above tests, the same shall be conducted by JPL and the actual amount shall be deducted from the monthly invoice.
ANNEXURE - U
LIST OF STATUTORY COMPLIANCES

1. PF Registration & PF contribution 13.61% of basic salary.
2. Minimum bonus 8.33 % of Rs.3500/- monthly salary.
3. Labour welfare fund contribution Rs. 20/- per employee on monthly basis.
4. One earned leave on every 20 working day as per Factories Act.
6. 7 casual, 7 sick, 8 Holiday & festival under The Punjab Industrial Establishments (National & Festival Holidays and casual & Sick Leave) Act 1965 in a calendar.

**Check list for statutory compliance/ documents to be maintained and internal JPL Compliance.**

1. Contract Labour License (if man power 20 or more).
2. Copy of allotment of EPF Code number.
3. Identity proof for making gate passes
4. Medical Check Up of all employees before issue of gate pass.
5. Actual date of work commencement intimation to Dy. Labor Commissioner, Rohtak in (Form VI A)
6. Register of Workmen employed by contractor Form 9.
8. Service Certificate Form 11 (In case the employee leaves the services).
10. Register of Wages Form 13.
11. Wages slip Form 15.
12. Register of Deduction for Damage or loss Form16.
13. Register of Fine Form 17.
14. Register of Advance Form 18.
15. Register of Overtime Form 19.
17. Copy of EPF Challans.
18. Copy PF monthly return Form 2, 5, 10,12A/ ECR.
19. Copy of PF Annual Return furnished to EPFO
22. Leave Register (Form B).
24. Leave Book
25. Form D nomination declaration under Factory Act.
27. Bonus paid Register From C
28. Wage disbursement by 7th of every month and prior intimation to principal employer.