

DB POWER LIMITED

**2X600 MW COAL BASED SUPER THERMAL POWER
PROJECT AT VILLAGE- BADADARHA, TEHSIL- DABHRA,
DISTRICT- JANJGIR-CHAMPA, CHHATTISGARH (INDIA).**

BID DOCUMENT

FOR

PROCUREMENT OF 1,50,000 MT OF IMPORTED COAL

BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

DATED : 24th MARCH, 2023

DB POWER LIMITED

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BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

DB POWER LIMITED

VOLUME – I

INVITATION FOR BIDS (IFB)

BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

DB POWER LIMITED

VOLUME – I

INVITATION FOR BIDS (IFB)

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BID DOC. No. : DBPL-CG-2x600 MW-COAL- IMP/01/2023

INVITATION FOR BIDS (IFB)	 DB POWER LIMITED	Specification No.
		BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

INVITATION FOR BIDS (IFB)

for

Procurement of 1,50,000 MT of Imported Coal for 2 x 600 MW coal based thermal Power Plant of DB Power Limited at Village- Badadarha, Tehsil- Dabhra, District- Janjgir-Champa, Chhattisgarh, India.

BID DOC NO. DBPL-CG-2x600 MW-COAL-IMP/01/2023

1.0 DB POWER LIMITED (DBPL) hereby invites bids in two parts (i.e. Part –I: Techno - commercial bid and Part – II: Price Bid) from reputed bidders/ contractors having sound financial capability and experience for Procurement of 1,50,000 MT of Imported Coal for 2x600 MW coal based thermal Power Plant of DB Power Limited in State of Chhattisgarh (INDIA), as per scope of work mentioned hereinafter.

2.0 Scope of Work: The brief scope of Work is as under:

The brief Scope of Work includes supply of imported non-coking Steam Coal to DBPL at Indian Ports, arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at DBPL Power Plant. All other activities for clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, with Railways and any statutory authorities shall also be part of Scope of Work of the Bidder. All liaison, coordination at load port, discharge port, with Railways & handling agents etc. shall also be part of Scope of Work of the Bidder. Unloading of Coal at Power Station(s) end would be from trucks for the initial years shall be arranged by DBPL.


The Bidder shall execute all the works in accordance with the technical specifications and the detailed scope of work indicated in the bidding documents.

3.0 Communication Address and Schedule:

3.1 Address:

Hemant Sagwekar
AGM, Techno-Commercial
DB Power Limited
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena Bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051
Tel: +91 22 71566000 (Board)
+91 22 71566094 (direct)
E Mail : hemant.sagwekar@dbpower.in

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INVITATION FOR BIDS (IFB)	 DB POWER LIMITED	Specification No.
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3.2 Bid submission Schedule :

BID DOCUMENT No.	DBPL-CG-2x600 MW- COAL-IMP/01/2022
Last date of receipt of Bids	10 th April 2023 up to 2.30 PM

4.0 Qualifying requirement for Bidders:

The Bidder should meet the Qualifying Criteria stipulated below.

A. **The Qualifying Requirement for the Bidder for this tender shall be as under:**

- I. The Bidder should have supplied a minimum of 1,00,000 MT of Imported Coal on FOB/ CFR basis to any industrial utility, directly or through PSU, in any continuous twelve (12) months during the past three (3) years reckoned from the date of bid submission.

In support of the aforesaid experience, the Bidder shall furnish:

- a) Supply Experience certificate from End-user(s) / PSU(s) and;
- b) Certificate in original from the Statutory Auditor(s) of the Bidder

- II. The Bidder should have handled, including port operations and delivery up to destination, a minimum of 0.5 MMT of any dry bulk (solid) commodity, like Coal, Fertilizers, and Cement etc. in India, directly or through PSU, in any continuous twelve (12) months during the past three (3) years reckoned from the date of bid submission.

In support of the aforesaid experience, the Bidder shall furnish:


- a) Handling Experience certificate from the End-User(s)/ PSU(s) and;
- b) Certificate in original from the Statutory Auditor(s) of the Bidder;

- III. The Bidder who meets the requirement of only (I) above can also participate provided the associates with a firm who fully meets the requirement of (II) above. In such an event, Bidder shall furnish, along with the bid, a certified copy of legally executed MOUs/Agreement entered into between the Bidder and the associate which shall be valid for the tenure of this contract, duly attested by Statutory Auditor(s) of the Bidder.

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

- a) Handling Experience certificate from the End-User(s)/ PSU(s) in favour of Bidder's associate and;
- b) Certificate in original from the Statutory Auditor(s) of the Bidder's associate

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IV. The Bidder may be a Joint Venture (JV), comprising of a maximum of two (02) firms meeting the requirements stipulated as follows:


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

- a) One of the Joint Venture (JV) partners shall meet the requirement of (I) and the other partner shall meet the requirement of (II).
- b) The Joint Venture (JV) shall necessarily identify one of the partners as lead partner.
- c) The Joint Venture (JV) Bidder shall provide, along with the bid, a Joint Venture (JV) Agreement, as per the format enclosed in the bid documents in which the partners in the Joint Venture (JV) are jointly and severally liable to the Owner to perform all the contractual obligations. The Joint Venture (JV) Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.
- d) In case of Joint Venture, the bid security, and in the event of award to Joint Venture (JV), the performance bank guarantee shall be in the name of all the partners of the Joint Venture.

B. Financial Criteria:-

- a) Does not anticipate a change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined).
- b) The average annual turnover of the Bidder in the preceding three (3) financial years shall not be less Rs. 50 Crore (Indian Rupees Fifty Crores only) or in equivalent foreign currency.
- c) Net Worth of the Bidder as on the last date of the financial year immediately preceding the date of bid submission shall not be less than 25% of its paid-up share capital.
- d) In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the un-audited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder furnishes the following further documents on substantiation of its qualification:
 - i) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company.
 - ii) A certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.

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In cases where audited results for the last preceding financial year as on the date of bid submission are not available, certification of the financial statements from a practicing Chartered Accountant shall also be considered acceptable

- e) In case a Bidder does not satisfy the financial criteria, stipulated at para (b) and/or para (c) above on its own, the Holding Company would be required to meet the stipulated turnover requirements at Para (b) above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.
- f) In case of a bid submitted by a Joint Venture (JV), the turnover and line of credit shall be considered on a combined manner for all the JV partners but the partners shall be required to meet the Net Worth criterion individually.

NOTES:

- i) Net Worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
- ii) Other income shall not be considered for arriving at annual turnover.
- iii) For unutilized line of credit for fund based and non fund based limits and turnover indicated in foreign currency, the exchange rate as on seven days prior to the date of bid submission shall be used.

Notwithstanding anything stated above, DBPL reserves the right to assess the Bidder's capability to perform the work, should the circumstances warrant such assessment in the overall interest of the Owner.

5.0 DBPL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

DB POWER LIMITED

VOLUME – II

CONDITIONS OF CONTRACT

BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

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VOLUME – II

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT


1.0 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:

- a) "Coal" wherever used in these tender documents shall mean and include "Imported non -coking (steam) Coal of origin other than India".
- b) "Contract" or "Agreement" means the Contract entered into between the Successful Bidder and DBPL, covering the Scope of work and terms & conditions of contract etc together with all the documents referred to therein such Contract or Agreement.
- c) "Contract Price" means the price to be paid for the performance of the Services, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Bidder" means the party to whom the Invitation for Bid is issued and who submits its Bid.
- e) "Successful Bidder" means the person(s) whose bid to perform the Contract or Agreement has been accepted by the Owner and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful Bidder.
- f) "Government" means the Government of India.
- g) "Local Currency" means the currency of the Government of India i.e. Indian Rupees.
- h) "Party" means DBPL or Bidder, as the case may be, and "Parties" means both of them.
- i) "Personnel" mean persons hired by the Successful Bidder as employees and assigned to the performance of the Services or any part thereof.
- j) "Services" means the work to be performed by the Successful Bidder pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- k) "MT or Ton or Tonne" means Metric Tonne which is equivalent to 1000 Kg. MMT means Million Metric Tonne.
- l) "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.
- m) "Language" - English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
- n) ACRONYMS of INCOTERMS: The following terms/ acronyms shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.

EXW	-	Ex factory, ex works or ex warehouse
C&F	-	Cost & Freight
CIF	-	Cost, Insurance and Freight
FOR	-	Free On Rail
FOB	-	Free on Board
CFR	-	Cost and Freight

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FAS - Free Alongside Ship
 ICC - International Chamber of Commerce
 INCOTERMS - International Rules for Interpreting Trade Terms.

2.0 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. DBPL or Bidder to the address of the said party.

3.0 GOVERNING LAWS

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


4.0 TAXES AND DUTIES

- 4.1 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.
- 4.2 Further all levies and duties payable under subject package shall be the liability of the Bidder.
- 4.3 DBPL shall be authorized to deduct applicable tax at source from the Successful Bidder's payment becoming due.
- 4.4 The Contractor shall be required to submit the PAN details to DBPL before the submission of the first bill.
- 4.5 Any changes in taxes & duties and Railway freight and Port charges notified by Govt. of India will be to the account of DBPL based on documentary evidence. Any refunds received by Successful Bidder on any of these accounts from concerned authorities shall be passed on by Successful Bidder to DBPL/its customer within five (5) working days of receipt of such refunds.
- 4.6 In case of Bidder availing concessional rate of Customs duty, as applicable for supplies from ASEAN countries, the Bidder shall quote the Custom Duty accordingly.

5.0 COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT

- 5.1 Effectiveness of Contract: The Contract/Agreement shall come into force with effect from the date of signing of the Agreement.
- 5.2 Commencement of Services: The Successful Bidder shall begin carrying out the Services immediately after the date of Agreement becomes effective.
- 5.3 Modification: Modification of the terms and conditions of the Contract, including any modification of the Scope of work or of the Contract Price may only be made by written Agreement between the parties.

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5.4 Delivery Schedule:

Delivery Schedule, FOR site basis is given below:

75,000 MT : 20/05/2023

75,000 MT : 10/06/2023

6.0 PAYMENTS TO THE SUCCESSFUL BIDDER

6.1 Payment will be made to the account of the Successful Bidder according to the payment terms stated at Para 9, 10 & 11 of Volume III, based on the certification of Engineer-in-Charge at DBPL Power Station. The payments shall be processed by DBPL after the conditions listed for such payment have been met, and the Successful Bidder has submitted an invoice to DBPL specifying the amount due.

6.2 Bidder shall furnish the details of Bank Account in a prescribed format (Annexure-Q) along with the Bid in order to facilitate the DBPL 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 Bidder shall immediately inform DBPL. The Bidder shall hold DBPL harmless and DBPL shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on account of any error in the information or change in bank details provided to DBPL in the prescribed form without intimation to DBPL duly acknowledged.

6.3 Further, at the time of release of payment towards 85% C&F value, successful Bidder shall furnish 'Trust Deed' (Annexure-P) of Volume-IV as per DBPL's format for acting as Trustees of DBPL for handling the imported coal cargo.

6.4 Also, Successful Bidder shall ensure that every Bill of Lading is prepared with consignee as "DB Power Limited", or as advised by DBPL.


6.5 Successful Bidder shall furnish a letter of undertaking that the tenderer shall keep the entire material in trust for DBPL at the designated yard.

6.6 An Indemnity Bond indemnifying DBPL against any loss or shortage of material including losses/shortages incurred during discharge, intercarting, transportation;

6.7 Performance Bank Guarantee as per Annexure-E

7.0 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 8.0 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.


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8.0 FORCE MAJEURE

- 8.1 Force Majeure is herein defined as any cause which is beyond the control of either party to the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of its obligation under the Agreement such as but not limited to:
- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
 - b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
 - c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection;
 - d) Strikes and lock outs.
- 8.2 Burden of Proof: The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.
- 8.3 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.
- 8.4 The party, which is unable to fulfil its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall 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 Successful Bidder or the buyer or in the country from where coal is being sourced shall be sufficient proof of the existence of the above circumstances and their duration. The contract shall be deemed to have been cancelled either partially or wholly, without any compensation to either party.

9.0 HANDLING OF DOCUMENTS / CONFIDENTIALITY

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

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- 9.3 The Successful Bidder shall not prepare articles or photographs for publication or speeches about the work and/or plant and installation in which DBPL has an interest without prior written consent of DBPL.
- 9.4 The Successful Bidder shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such works under contract.

10.0 SUCCESSFUL BIDDER RESPONSIBILITIES


- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 DBPL 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.
- 10.5 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.
- 10.6 The Successful Bidder assumes primary responsibility for all the jobs for the execution of the contract in accordance with relevant provisions in Volume III of this Bidding document.

11.0 NO WAIVER OF RIGHTS

Neither the inspection by DBPL or any of their agents nor any order by DBPL for payment of money or any payment for or acceptance of, the whole or any part of the Works by DBPL, nor any extension of time, nor any possession taken by DBPL shall operate as a waiver of any provision of the Contract, or of any power reserved to DBPL, 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.

12.0 CERTIFICATE NOT TO AFFECT RIGHT OF DBPL AND LIABILITY OF SUCCESSFUL BIDDER

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

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

14.0 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.

15.0 SUSPENSION OF WORK

DBPL reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the authorized officer of DBPL or its nominee from time to time to the Successful Bidder in writing. The time for completion of the Works will be extended for a period equal to duration of the suspension. DBPL shall not be responsible for any liability on this/or any other account.

16.0 DEFENSE OF SUITS

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

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17.0 JURISDICTION

The courts in Mumbai shall have the exclusive jurisdiction in matters arising under the Contract.

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VOLUME – III

TECHNICAL SPECIFICATIONS

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DB POWER LIMITED

VOLUME – III

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION

- 1.1 DB Power Limited (DBPL) have requirement of imported coal on "FOR Destination" basis at DBPL's 2x600MW Power Station site in Village : Badadarha, Tehsil: Dabhra, District : Janjgir-Champa, in Chhattisgarh state for 1,50,000 MT through various Indian discharge ports. The delivery schedule and timely supply is essence of the contract.
- 1.2 DBPL, therefore, intends to engage a supplier for the procurement of imported coal for DBPL's power station with detailed Technical Specifications including Scope of Work and terms and conditions contained in this bidding document.


2.0 SCOPE OF WORK

- 2.1 The Scope of Work includes supply of imported Non - coking Steam Coal to Indian Port, arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at DBPL Project site. All other activities for clearing and forwarding of the consignments like customs clearance, coordination with Port, Railways and any statutory authorities shall also be part of Scope of Work of bidder. All liaisoning, coordination at load port, discharge port, Railways, Handling agents etc. shall also be part of Scope of Work of bidder. Unloading of Coal at Power Station end would be from trucks for the initial years, shall be arranged by DBPL.
- 2.2 The successful bidder(s) shall have to arrange for requisite plots at port in DBPL's name for storage of coal imported by DBPL. The successful bidder shall be responsible and liable for all berthing delays arising out of non-availability of adequate plots at port or port congestion. DBPL in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also the successful bidder shall not hold DBPL responsible for any berthing delays under any circumstances.
- 2.3 The successful bidder shall alone be responsible for watch and ward of the coal stock at such plots at port(s). They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of successful bidder.

3.0 QUANTITY

- 3.1 The Successful Bidder shall arrange vessel in suitable sizes to deliver a total quantity of 1,50,000 MT Imported Non Coking Steam Coal.
- 3.2 DBPL may change the delivery schedule and final destination, at its sole discretion as well as on account of any changes made by DBPL. The successful bidder(s) shall

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have no objection or reservations, claim of any nature whatsoever on DBPL for such changes in schedule.

4.0 **SPECIFICATIONS OF COAL**

4.1 The Coal to be imported will be as per specifications indicated below

Specification in ASTM Standard		Low Calorific Value	Medium Calorific Value	High Calorific Value
Gross Calorific Value	GAR	4,200 Kcal/kg	5,000 Kcal/kg	5,800 Kcal/kg
Total Moisture	ARB	36%	26%	14%
Inherent Moisture	ADB	Approximately 24%	18%	9%
Ash Content	ADB	8%	5%	15%
Volatile Matter	ADB	Approximately 40%	40%	41%
Ash Fusion Temperature	T1	1,150 Degree Celsius	1,150 Degree Celsius	1,300 Degree Celsius
Total Sulfur	ADB	0.8%	0.9%	0.6%
HGI	-	Minimum 45%	40%	40%
Size 0-50mm	-	Approximately 90%	90%	90%

4.2 The imported coal to be supplied under this tender could be of any origin except India. Further, DBPL has specified range for each parameter of coal and also linked the prices to indices as applicable for the base parameters with respect to Gross Calorific Value of coal specifications for the Country of Origin as well as CERC Composite Index for FOB prices.

5.0 **PRICES & PRICING METHODOLOGY**

5.1 Base C&F price of the imported coal is to be quoted in two components of FOB Coal Price & Ocean Freight upto respective Indian port. The price for all other charges and freight also to be quoted separately as indicated in clause 5.1 C (II) and C (III) below. Base FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis based on indexation; as per following methodologies and further detailed in Annexure-A:

A. FOB Coal Price

- i. CERC methodology, elaborated in the Pricing Methodology including Indexation.
- ii. Methodology using the Indices for the Country of Origin of Coal with guaranteed parameter with respect to Gross Calorific Value of coal specifications and published by preferably Government agency of that country.

For the purpose of payment, the lower of the prices worked out based on the above two methodologies, i.e. A (i) & A (ii), shall be considered. Further, the indices as on

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base date are to be quoted upfront, along with the name of the Indices & details of publication, for both the methodologies above.

B. Ocean Freight

i. CERC Methodology, elaborated in the Pricing Methodology including Indexation.

The indices as on base date are to be quoted upfront, along with name of the Indices & the details of publication for the methodology at B (i) above.

C. Total C&F Coal Price

Total C&F Coal Price for the purpose of payment shall be the Sum of lower of the FOB Coal Price and Ocean Freight, worked out as above.

i. The other component of price i.e. Stevedoring & Handling and all other charges shall be as follows:

"Stevedoring, Handling, Clearing & Forwarding charges per MT remain firm during the currency of the Agreement and other charges like Customs duty, Railway/ Road freight, Insurance charges, Sales tax/VAT and other statutory duties and Port charges are payable at actual".

The price of Coal to be supplied shall comprise of C&F Coal Price arrived at based on the concept and formulae for arriving at price for supply of imported coal to DBPL, linking the FOB Coal Price & Ocean Freight as per Pricing Methodology including Indexation, detailed in Annexure-A, Fixed Component and Actual cost as given below:

I. C& F Coal Price: (Port Based)

a) C&F Price (US Dollar rate per Metric Tonne (PMT) converted to Indian Rupees on the basis of applicable exchange rate) arrived at as detailed in the Pricing Methodology at Annexure-A.

II. Fixed Component: (Port Based)


a) Stevedoring, Handling, Clearing & Forwarding charges.

III. As per Actuals (Limited to that quoted by the bidder):

- a) Customs Duty
- b) Railway/ Road freight
- c) Insurance charges
- d) Statutory duties
- e) Port charges

5.2 The Fixed Component defined at 'II' above shall remain firm during the entire period of Contract/ Agreement, including extension(s), if any.

5.3 The price, arrived at as per Pricing Methodology, will be with respect to base quality parameters specified in the document and it shall be ensured that the quality is within the range as finalized with overseas supplier. The fixed component will be specific to a particular port and C&F price, arrived at as detailed in the Pricing Methodology at

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Annexure-A, is convertible to Indian Rupees as per the exchange rate (TT Selling) prevailing on the date of remittance by the Successful Bidder. The actual costs will be evidenced by documentary proof either before or after release of payment by DBPL. Total Customs duty, Railway freight and Port charges paid on actuals will be reimbursed to the Successful Bidder. All other elements of Cost including C&F Coal Price shall be adjusted on the basis of quantity and quality variations at the Power Station for the purpose of payment.

- 5.4 The Successful Bidder has to ensure that there is no under loading of wagons. However, in case of under loading, the charges on proportionate basis shall be recovered from the Successful Bidder's dues. All other charges like Demurrage/ Despatch, Wharfage, Overloading/Under loading charges etc. as applicable for Ports and Railways shall be to the account of Successful Bidder. Any delay/ detention charges of Rakes at DBPL Project site. Power Station shall be to the account of DBPL.
- 5.5 Wharfage charges payable under "Total Port Charges" shall also be reimbursable to the Successful Bidder in line with the provisions of Agreement. However, any additional charges over and above those mentioned therein, which are levied as statutory levies and any increase thereof shall be to DBPL account against documentary evidence of payment, and any penal charges shall be to the account of the Successful Bidder.
- 5.6 The successful Bidder shall import this coal through discharge ports in India in such a way that the landed cost of coal at Power Station is minimum considering the technical viability of coal movement by Railways from port(s) to Power Station. In case of port/railway constraints, the import of coal for Power Station may be routed through alternate suitable ports identified within the agreement; however, the charges payable to the Supplier under such cases shall be lower of the charges payable as per agreement & actual charges paid by the Supplier.

6.0 QUANTITY DETERMINATION

- 6.1 Net Adjusted Quantity of coal received at DBPL Project site. Power Station, i.e. quantity worked out after carrying out adjustments due to quality variations with respect to the guaranteed parameters, if any, (as per Clause 8), will be final for the purpose of assessment of executed quantity and payment.
- 6.2 Quantity determination of imported coal shall be at DBPL Power Station, subject to adjustment due to variations over the quality parameters (as per Clause 8), if any and payments thereof shall be based on such determination at Power Station.
- 6.3 The Coal delivered shall be weighed at DBPL Power Station. The weight recorded by Weighment System of DBPL having an electronic print-out facility shall be taken as final after consideration of empty rake/truck weight. In case DBPL Power Station Weigh Bridge is not available or is out of order, weight as determined by Weigh Bridge at nearby station shall be final for determining the weight at DBPL Power Station. If rake/truck weight cannot be determined by the above two process, Actual RR weight will be considered as final for determination of quantity at DBPL Power Station.

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- 6.4 The coal will be measured/ weighed rake-wise/wagon-wise/truck-wise for the determination of quantity. In case of partial weighment of rake, the weight of unweighed wagons shall be considered as per the nearest railway weighbridge/ RR weight as described above. The quantity determined shall also be subjected to adjustment due to quality variations.
- 6.5 It will be the responsibility of the Successful Bidder to inform the rake arrival time in advance.
- 6.6 It shall be responsibility of the successful bidder to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on DBPL 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 power station.
- 6.7 The successful bidder shall ensure that imported coal rakes are delivered to the consigned station only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Successful Bidder, Successful Bidder shall furnish advance intimation and RR and other necessary details to DBPL Power Station immediately on diversion of rake.

7.0 QUALITY INSPECTION

- 7.1 Quality of imported coal will be final based on the Inspection results of the samples taken at DBPL Power Station. Quality determination of imported coal shall be at DBPL Power Station and payments thereof will be based on such determination at Power Station.
- 7.2 The Successful Bidder shall ensure the appointment of any NABL Accredited Independent Inspection Agency (IIA) for draft survey, sampling and quality analysis at load port, Discharge Port and DBPL Power Station before the commencement of first consignment.
- 7.3 For a particular shipment the IIA shall be same at all the three places i.e. Load Port, Discharge Port and Power Station. The costs of inspection including coal sampling analysis at various points i.e. Load Port, Discharge Port and DBPL Power Station including the fee for inspection Agency shall be borne by the Successful Bidder.
- 7.4 DBPL at its discretion and cost can also appoint an independent inspection agency to carry out Sampling and quality analysis at Load Port, Discharge Port and DBPL Power Station. DBPL at its discretion and cost can also nominate their representative to witness sampling and analysis at Load Port/Discharge port and for referee sample(s).
- i. Sampling and Testing of coal samples drawn at Load Port/ Discharge Port:**
Coal samples at Load Port and Discharge Port shall be drawn, prepared and analyzed by IIA in accordance with American Standards for Testing Materials (ASTM Standards No. D-2234 and D-2013).

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ii. Sampling and Testing of coal samples drawn at DBPL's Power Station end:

Coal samples at DBPL Power Station end, shall be drawn from each rake and prepared for analysis by IIA in the presence of DBPL representative in accordance with the American Standards for Testing Materials (ASTM Standards No. D-2234 and D-2013).

- 7.5 The sample so drawn and prepared in presence of DBPL representative shall be divided into four (4) parts within one (1) day of its collection and shall be distributed as follows:
- i. One part of the sample will be taken by DBPL for analysis at their end.
 - ii. The second part of the sample shall be taken by IIA for analysis at their end.
 - iii. The third part of the sample will be retained as Referee Sample. Such Referee Sample shall be kept under joint lock and joint custody of IIA and DBPL, to be used for future reference and/or testing.
 - iv. The fourth part of the sample shall be taken for joint analysis by DBPL and the Successful Bidder for determination of total moisture and size.
- 7.6 IIA shall analyze its portion of the coal sample for the parameters as mentioned in para 8 below, drawn at DBPL Power Station end, at the laboratory as may be identified by them.
- 7.7 DBPL shall analyze its portion of the coal sample for the same parameters drawn at DBPL's Power Station end. IIA may also witness, with consent of DBPL, the test carried out by DBPL at its lab(s).
- 7.8 For determining the Total Moisture and size, DBPL and the Successful Bidder shall undertake Joint analysis at DBPL Project site. Power Station Laboratory immediately on receipt of imported Coal. In case the analysis for total moisture and size is not carried out immediately, such sample(s) shall be kept under joint lock and joint custody of IIA and DBPL till determination of total moisture and size. For correction of GCV for landed price, Ash for quality & Sulphur for penalty, test results of DBPL shall be considered and in case of any dispute, test results of referee sample, if admissible, shall be considered.
- 7.9 DBPL will submit its report to the representative of the Successful Bidder at site. In case of any dispute, due to variance in test results of IIA and DBPL beyond the limits permissible under the relevant ASTM (except for Total Moisture and Size), and subsequent claim by the Successful Bidder for testing of referee sample, the report of IIA should be provided to DBPL within 5(five) working days after receipt of DBPL report by the Successful Bidder or 10(ten) working days after distribution of sample whichever is later. In such an event, Referee Sample shall be forwarded by DBPL to the Third party laboratories having the facilities for coal analysis as per ASTM methods and are under Council of Science and Industrial Research (CSIR) or Government owned/ Government approved or has the accreditation of National Accreditation Board for Testing and Calibration Laboratories (NABL), Department of Science and Technology, India, for analysis.
- 7.10 If no dispute is raised by Successful Bidder within five (5) working days after receipt of DBPL report by Successful Bidder or ten (10) working days after distribution of sample

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whichever is later, no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of DBPL shall be binding.

- 7.11 It is specifically agreed that the analysis results of such Referee Sample, by the above stated third party Laboratories shall be binding on all parties and the cost of testing of the Referee Sample shall be borne by the Successful Bidder.

8.0 ADJUSTMENT ON QUALITY VARIATIONS

In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter:

8.1 Total Moisture {As Received Basis (ARB)}

If the actual Total Moisture as per sampling / analysis through joint analysis process at DBPL Power Station is more than the base parameter of Total Moisture of coal, the reduction in weight shall be done as per following formula:

a) *Weight of Coal to be reduced (For $C < B \leq (C+5)$) = $A \times 1.10 \times (B - (C \times (100 - B) / (100 - C))) / 100$*

b) *Weight of Coal to be reduced (For $B > (C+5)$) = $A \times 1.20 \times (B - (C \times (100 - B) / (100 - C))) / 100$*

(Where A is Coal received weight, B is percentage value of Total Moisture of coal received and C is the base parameter value of Total Moisture)

No correction shall be applied in case of decrease in Total Moisture below the base parameter value.

8.2 Gross Calorific Value {Air Dried Basis (ARB)}

For correction of contracted landed price, DBPL's test results at power station shall be considered and in case of any dispute, if admissible as per clause 7, test results of third party lab, shall be considered.

Corrections will be done as follows:

**(Contracted Landed Price per Metric Tonne x GCV(ARB) DBPL Power Station) /
Contracted Guaranteed GCV(ARB)**


For above calculation, Contracted landed price of coal shall imply the landed price of coal arrived at based on the Pricing Methodology at Annexure-A and shall be excluding Custom Duty, Sales tax / VAT and Entry tax.

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

8.3 Ash Content (ADB):

For correction of quantity due to Ash, DBPL's test results at power station shall be considered and in case of any dispute, if admissible as per clause 7, test results of third party lab shall be considered.

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If Ash content is above the base parameter value of Ash, Weight to be reduced shall be done as per following formula:

$$\text{Weight of Coal to be reduced} = A \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$$

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

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

8.4 Sulphur (ADB):

For Sulphur, DBPL's test results at power station shall be considered and in case of any dispute, if admissible as per clause 7, test results of third party lab shall be considered.

If Sulphur content is above the base parameter value of Sulphur, a penalty at the rate of Rs.10.00 per Metric Ton for every increase of 0.1% in Sulphur or part thereof shall be levied. **Sulphur content below the base parameter value of Sulphur shall be ignored.**

8.5 Size

If the size as per sampling/analysis through joint analysis process at DBPL Power Station as determined by ASTM-D4749-87 (re-approved 2002) or its latest version in air-dried sample for 0-2.36 mm size particles exceeds 25% of the sample coal by weight received at power station, then the weight of coal shall be reduced as per following formula:

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


(Where A is quantity of coal received at power station, B is increase of the fines particles above 25% in percentage value) (Example-If fines particles is 30%, then B = (30 - 25) = 5)

8.6 After adjusting the received quantity at Power Station for quality parameters as above, if it is found that the net adjusted quantity is higher than the net Bill of Lading quantity (i.e. quantity worked out after carrying out adjustments due to quality variations at Load Port with respect to the base parameters), the payment shall be restricted to net Bill of Lading quantity. In case the net adjusted quantity at power stations is lower than the net Bill of Lading quantity, the net adjusted quantity at power stations shall prevail for the purpose of payment.

8.7 For the purposes of adjustment of coal quality the samples shall be taken from each 'rake and analyzed for each rake. The weighted average results of such analysis of rakes received in fifteen days i.e. rakes received between 1st to 15th and rakes received between 16th to 30th/31st of the month at power station shall be applied for carrying the necessary adjustment.

8.8 Adjustment on quality variation within the range other than the parameters indicated at 8.1, 8.2, 8.3, 8.4 & 8.5 shall not be carried out.

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9.0 PAYMENTS TO SUCCESSFUL BIDDER

- 9.1 Payment shall be processed on submission of invoice in quadruplicate along with supporting documents pursuant to the Agreement through Bank (for CIF Payment) and directly for handling and other parts of Scope of Work, to DBPL Mumbai office. The payments shall be released to successful bidder only after adjusting bank charges and after document related expenses etc. incurred by DBPL in the process of coal supplies to DBPL. The successful bidders shall furnish Performance Bank Guarantee and Trust Deed as per format at Annexure-E & Annexure-P.
- 9.2 The successful bidder shall comply with all the documentary requirements (including supporting document for exchange rate) for release of payments by DBPL. The successful bidder shall submit the rake-wise invoice promptly and within ten (10) working days of receipt of rake at DBPL power station. The successful bidder(s) shall not raise any claim on DBPL for any delay in payment on account of any procedural delay.

10.0 PROCEDURE OF PAYMENT

- 10.1 Payment shall be released on submission of invoice in quadruplicate along with supporting documents, including that for indices used for the calculation based on formulae for fixation of price for supply of imported coal to DBPL, linking the FOB prices & Ocean Freight with the details of indices along with the details of publication, to the DBPL Power Station, verifiable by the DBPL power station. Payment shall be released within thirty (30) days of receipt of invoice complete in all respect with supporting documents pursuant to the Agreement.
- 10.2 Bidder to note that DBPL shall not extend any financial facility in any form at any stage.
- 10.3 Further, at the time of release of payment towards C&F value, Successful Bidder shall furnish 'Hypothecation Deed' covering the payment towards cost of coal being released by DBPL for the subject consignment. Further, Successful Bidder shall ensure that every Bill of Lading is prepared with consignee as 'DB Power Limited'.

11.0 PAYMENT TERMS


Payment to successful bidder shall be released in three stages i.e. Initial Payment, Interim Payment and the Balance Payment.

The payment terms shall be as under:

11.1 Initial Payment

- A. 85% of C&F Coal Price of Consignment shall be released (as advance to be adjusted subsequently at the time of Interim Payment) upon shipment of vessels from Load Port, based on quantity and quality parameters of coal as specified in

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Technical Specification, Annexure-B of Volume –IV of Bidding documents at Load Port, on fulfilment of the following conditions:

- i. Submission of Pro-forma Invoice in quadruplicate giving the Dollar rate of coal converted to Indian Rupees based on SBI Card rate (TT selling).
 - ii. Submission of supporting document for Exchange Rate for conversion from US Dollar to Indian Rupees.
 - iii. Submission of hypothecation Deed for having hypothecated the Coal under the subject invoice to DBPL.
 - iv. Submission of Performance Bank Guarantee as per format enclosed at Annexure-E for 14.0% (fourteen percent) of C&F Coal Price for 1.0 Million Metric Tonnes as per Agreement.
 - v. Fax/photocopy of shipping documents which shall include (1) Foreign Supplier's Invoice ; (2) Bill of Lading ; (3) Certificate of Origin ; (4) Load port Analysis certificate by IIA; Original documents shall be submitted while claiming the first (1st) Invoice against "Interim Payment".
- B. Initial payment shall be interest free for the first 30 days from the date of release of the initial payment for delivered quantity of coal beyond which interest shall be levied. Interest shall be levied for the quantity of coal received beyond the 30 days period, separately for each consignment received at the power Station and shall be reckoned from 31st day of the date of release of the initial payment for the corresponding shipment till the date of receipt of such entire consignment at the power station and interest shall be recovered from the corresponding bill.
- C. Initial payment corresponding to the undelivered quantity of coal at Power Station after supply of the last consignment of the corresponding shipment shall be deducted along with interest thereon from the subsequent payments. It is clarified that interest period for such undelivered quantity of coal shall be reckoned from the date of release of initial payment till the actual date of adjustment of initial payment corresponding to the undelivered quantity.
- D. Any event of Force Majeure conditions or otherwise, of whatsoever nature, shall not entitle the contractor to claim any exemption or rebate in payment of interest beyond the 30 days exemption period as stated hereinabove. The applicable rate of interest shall be @ 14.5%per annum for payment made in Indian Rupees.
- E. If the amount payable under any interim bill is not sufficient to cover the due deduction, the deductions for the balance outstanding interest amount and other deductibles there from, shall be recovered from the next payment immediately becoming due.
- F. In case the Successful Bidder is not opting for initial payment, Initial Payment shall be released upon receipt of coal at the power station end for the quantity of coal received, along with Interim Payment and up on fulfilment of the following conditions listed above for Initial Payments.

11.2 Interim payment

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5% of C&F Coal Price, 100% of Customs duty, including CVD with Cess & Surcharge, if any, 100% of Marine Insurance charges, 100% of Sales Tax/VAT & Entry Tax and 90% of Port & Inland handling charges including Service tax and 90% of Railways Freight & Trip Charges, if any (The Port & Inland handling charges comprise, inter-alia, Port Charges, Stevedoring, handling, clearing and forwarding charges & insurance charges, as detailed in Price Schedule) shall be released after adjusting any outstanding dues including interest on initial payment on receipt of consignment by DBPL at Power Station and on fulfilment of the following conditions:

- i. Submission of Regularizing Invoice in quadruplicate based on the actual quantity determined at Power Station, after making adjustments for C&F payment already made by DBPL. The consignment at Power Station shall imply the Rake quantity.

Exchange rate to convert US Dollar in Indian Rupees for CIF Coal Price, for the purpose of payment, shall be based on Reference Exchange rate as on the date of receipt of such consignment by DBPL at Power Station.

In case actual date of receipt of consignment(s) by Power Station is beyond the Delivery Schedule for the entire quantity (Refer Clause no. 3.0), the Referenced Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the Reference Exchange rate as applicable on the actual date of receipt of consignment(s), whichever is lower, shall be applicable for the purpose of payment.


Initial Payment made to the Successful Bidder, as per clause 11.1 shall be considered as advance and shall be adjusted while releasing Interim Payment.

- ii. Documentary evidence for Reference exchange rate conversion from US Dollar to Indian Rupees.
- iii. Submission of documentary evidence and original certificate for payment of Customs duty, CVD, Cess & Surcharge, if any, paid along-with calculation thereof and Submission of documentary evidence for payment of Railway freight
- iv. Submission of original documents/certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin (3) Insurance certificate for the cargo (4) Load Port Coal Quality Analysis certificates of IIA (5) Certificate of quantity.

Original documents and one certified true copy shall be submitted by Successful Bidder. The original documents will be returned by DBPL after due verification.

11.3 Balance Payment

- A. Balance payment i.e. 10% of C&F Coal Price, 10% of Port & Inland handling, 10% of Railways Freight & Trip Charges, if any shall be released after receipt of Coal quality results at DBPL Power Station and carrying out necessary adjustment in quantity due to quality variations on fulfilment of the following conditions:
 - i. Submission of Final Invoice in quadruplicate for Final balance payment after carrying out the adjustment for quality results.

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Exchange rate to convert US Dollar in Indian Rupees for CIF Coal Price, for the purpose of payment, shall be based Reference Exchange rate as on the date of receipt of such consignment by DBPL at Power Station.


In case actual date of receipt of consignment(s) by DBPL at Power Plant is beyond the Delivery Schedule for the entire quantity (Refer Clause no. 3.0), the Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the Exchange rate as applicable on the actual date of receipt of consignment(s), whichever is lower, shall be applicable for the purpose of payment.

- ii. Submission of documentary evidence for exchange rate conversion from US \$ to Indian Rupee.
 - iii. Submission of original report of DBPL and in case of dispute, report of the third party lab for Coal Quality at DBPL Power Plant, as described in Vol. III and submission of original Discharge Port Coal Quality Analysis Certificates of IIA.
 - iv. For adjustment of quantity due to coal quality variations, samples shall be taken from each rake and analyzed for each rake for payment purpose as described in Vol. III. The consignment at Station end shall imply the Rake quantity.
 - v. Reconciliation of quarterly supplies and payments carried out as described in para 12 below.
 - vi. Any balance adjustment because of quality and quantity shall be settled through debit/credit notes and payment thereof shall be made within 5 working days from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, DBPL reserves the right to adjust the same in the next available payment.
- B. All elements of Price including C&F Coal price, Customs Duty, CVD, Cess & surcharge, if any, Port & handling charges, Sales tax/Vat etc. shall be based on received and adjusted Net Quantity at DBPL Power Plant. The payments made shall be reconciled and settled during the joint quarterly reconciliation.
- C. **Reference Exchange Rate:** for a day means the RBI Reference Rate in Indian Rupees for US Dollars (\$), as published by Reserve Bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available.

12.0 RECONCILIATION/ADJUSTMENTS

Successful Bidder and DBPL shall jointly reconcile all payments made for the monthly Coal supplies shipment-wise during each month within fifteen (15) working days after end of each month. The parties shall forthwith give credit/debit notes for the amounts falling due, if any, assessed during such reconciliation and payments shall be made within five (5) working days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of Successful Bidder and DBPL which shall be binding on both the parties.

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13.0 MARINE INSURANCE

The Coal shall be insured by Successful Bidder under ICC (A) cover from warehouse to warehouse (DBPL Power Station) for 110% of C&F value. Insurance policy will be issued by any Indian Insurance Company. Insurance Premium will be to the account of DBPL at actuals. Successful Bidder shall be responsible for all claims related to material loaded but not delivered at DBPL power Station and shall file all claims with insurance agency and Railways. However, in case of any claim settlement, necessary NOC / discharge voucher shall be issued by DBPL in Successful Bidder's favour.

14.0 TAX, OTHER STATUTORY LEVIES, RAILWAY FREIGHT & PORT CHARGES

Any changes in taxes & duties and Railway freight and Port charges notified by Govt. of India will be to the account of DBPL based on documentary evidence. Any refunds received by Successful Bidder on any of these accounts from concerned authorities shall be passed on by Successful Bidder to DBPL within five (5) working days of receipt of such refunds.

15.0 COMPLIANCE WITH GOVERNMENT ORDERS

Coal to be imported under the Agreement, is meant for the purpose of generation of power at DBPL power station. The Successful Bidder 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 consignments, insurance, clearing, handling & forwarding etc.

In case of any modifications in any of the provisions in respect of supply of imported Coal, during the currency of the Agreement, the same shall become applicable and binding on Successful Bidder and DBPL with immediate effect.

16.0 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.

17.0 LIQUIDATED DAMAGES (LD)

As per terms of supply specified, DBPL shall impose LD for delays beyond delivery schedule in supply of import coal. The provisions stipulated are as under:

- a. The Successful Bidder will ensure the delivery of consignment at the DBPL Power Station as per schedule given by DBPL. In case of any delay (other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to Successful Bidder and delay on account of Railways), the successful bidder shall be liable to pay Liquidated Damages (LD) @ 0.50% (One half of one

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Percent) of value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the total consignment value inclusive of estimated Custom Duty, CVD with Cess and exclusive of Sales Tax/Vat and Entry Tax. In case of non performance of the entire contract or part thereof, the LD will be levied on the un-executed portion of the contract subject to a ceiling of 5% (five percent) of unexecuted contract quantity.

- b. The end date of quarterly dispatch/ shipment schedule furnished by DBPL shall be considered for the purpose of levy of LD.
- c. The Contract quantity shall be considered as 1.0 MMT for this purpose.
- d. The LD imposed by DBPL on the successful bidder shall be recovered from its due payments.

18.0 PERFORMANCE GUARANTEE

The Bidder shall furnish a Performance Bank Guarantee to DBPL as per format enclosed at Annexure-E of Bidding Documents for equivalent to 14.00% of C&F value of 1.0 Million Metric Tonnes of Coal from any of the banks acceptable to DBPL, as per list enclosed at Annexure-F of Bidding Documents. The Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the contract.

The Contract Performance Guarantee furnished by the Successful Bidder shall be irrevocable and unconditional and DBPL shall have the powers to invoke it, notwithstanding any dispute or difference between the Successful Bidder and DBPL pending before any court, tribunal, arbitrator or any other authority. The Contract Performance Guarantee shall be valid for period of 9 months beyond the expiry of validity of the agreement.


19.0 PERFORMANCE REVIEW

DBPL reserves the right to review the performance of the work under the Scope of Work described in these documents at any point of time. The contract may be terminated/short closed with forfeiture of Performance Bank Guarantee including but not limited to following circumstances:

- a. Poor performance of the contract.
- b. Delays in augmenting supplies for reasons other than Force Majeure.
- c. Requesting for change of allocation of port, Delivery Schedule/ Period, etc after the same has been finalized and it would be deemed to constitute refusal to perform the contract.
- d. Refusal to accept change in schedule made by DBPL.
- e. Failure to create system to identify rakes.
- f. Breach of any conditions of the contract.
- g. Holding DBPL responsible for berthing delays, etc.

20.0 TERMINATION

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DBPL may terminate the contract except for commercial reasons at its sole discretion, by giving not less than ninety days written notice of termination to the Successful Bidder.

Shipment schedule already finalized and intimated to the Successful Bidder as per Para 3 shall not be terminated.

21.0 COMPLIANCE CERTIFICATE REGARDING COMPLIANCE AND PRICING ETC.

The Successful Bidder shall issue a certificate for each shipment at the time of submission of Invoice to the effect that they have fully complied with Govt. of India guidelines, and Successful Bidder's procurement procedures with due diligence. Additionally, Successful Bidder shall certify regarding the applicability of prices covered under the Invoice in line with Para 5 of the Vol. III.

22.0 GENERAL

- a. The holds of each vessel shall be cleaned before loading, to avoid contamination.
- b. Immediately on nomination of vessel, the Successful Bidder shall inform DBPL the following details of the vessel(s):
 - i. Name of the vessel & Steamer Agent
 - ii. Expected Time of Departure
 - iii. Expected Time of Arrival & Port of Discharge
 - iv. Quantity of Coal proposed to be loaded
- c. The Successful Bidder shall endeavour to cover the wagons with tarpaulin/polythene sheets to avoid ingress of water. The tarpaulin/polythene shall be the property of Successful Bidder and they will ensure prompt removal/disposal of the same.
- d. In case of any eventuality or need to return of imported coal taken on loan by DBPL, DBPL may divert the imported coal rakes to any Power Station (s) in the country and the successful bidder shall ensure the delivery of the imported coal to such power station (s) at the same rate and terms and conditions of the agreement.

23.0 CONFIDENTIALITY


The parties to the Agreement shall not either during the term or after the 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.

In addition to above, the documents and handling thereof under the contract shall be subject to clause 9 volume-II of these documents.

24.0 AGREEMENT

The Agreement, entered into subsequently, shall constitute full and complete understanding between the parties and terms of these presents. The Annexure listed

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therein shall be deemed to form an integral part of the Agreement. The Agreement, once signed, shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties. The Agreement with the Successful Bidder is proposed to remain in force for a period of 18 months (expected supply period of 12 months plus 6 months) from the date of signing and further extendable, based on the progress of execution of Agreement.

25.0 ARBITRATION

In case of any dispute or differences between DBPL and the successful bidder relating to interpretation and application of the provisions of the agreement, such disputes/differences is to be referred to permanent machinery of arbitration. In case of any liability on DBPL pursuant to award of the arbitrator appointed thereto, it shall be fully borne by the successful bidder(s) and DBPL shall be kept indemnified in this respect.

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out or in relation thereto and whether as to construction or otherwise shall be referred to the decision of the sole arbitrator, appointed by the MD, DBPL, Mumbai for that purpose. The decision of the said arbitrator shall be final and binding upon the parties.

The provisions of Arbitration & Conciliation Act 1996 shall apply. There are no understandings or Agreements between the Seller and DBPL which are not fully expressed hereinabove and no statement or agreement, oral or written made prior to the signing hereof shall have any validity.

DB POWER LIMITED

VOLUME – IV

ANNEXURES

BID DOC. No. : DBPL-CG-2x600 MW-COAL-IMP/01/2023

DB POWER LIMITED


VOLUME – IV

ANNEXURES

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BID DOC. No. : DBPL-CG-2x600 MW-COAL IMP/01/2023

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Annexure-A

Pricing Methodology

1.0 Base C&F Price of the imported coal are to be quoted in two components of FOB Price & Ocean Freight upto respective Indian port. Base C&F price quoted shall be subject to variations for payment purposes, as detailed below:

1.1. Proposed Methodology of Base Price and its variation and/or Indexation for supply and payment of imported coal to DBPL. C&F Price of the Coal shall be arrived at based on the concept, detailed hereunder, for supply of imported coal to DBPL.

1.1.1. FOB Coal Price

FOB price shall be arrived at linking the Base FOB prices with respect to Indices as per following methodologies, as detailed at Para 1.3:

- a. As per CERC Methodology; and
- b. Index for coal published for the Country of Origin of Coal applicable for Base parameters with respect to Gross Calorific Value of coal specifications and published by preferably Government agency of that country. Country of origin index used for coal prices should be mentioned in price bid along with its publication.

For the purpose of payment, the lower of the prices worked out based on the above two methodologies, shall be considered.

1.1.2. Ocean Freight

Ocean freight shall be arrived at as per as per CERC Methodology linking the Base Ocean freight prices with respect to Indices as detailed at Para 1.4;

1.1.3. Total C&F Coal Price

Total C&F Price for the purpose of payment shall be the Sum of FOB prices and ocean freight worked out based on the methodologies described herein.

The indices as furnished by the Successful Bidder shall be verifiable by DBPL.

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


Base Date for the purpose of fixation of Base Price:

Preceding Friday with respect to the date of signing of this agreement.

Total Coal Price = A+ B Where:

A = FOB Coal Price

B = Ocean Freight

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1.3. FOB Coal Price (A)

1.3.1. As per CERC Methodology

The above component A of the price will be subject to variation for payment as per date of Bill of Lading based on the weekly index calculated based on the weekly indices for the Richard Bay API4, Newcastle Export Index (NEX) and Global Coal New Castle (GCNEW C), with the weightage 50:25:25 for GCV of 6000:6700:6700 respectively in line with the methodology adopted by CERC.

For this purpose, the above indices published for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period of 7 days starting from Saturday to Friday. In respect of Newcastle Export Index (NEX), the week starting from Friday to Thursday shall be considered.

Formulae:

- A1 Index derived on preceding Friday with respect to the bid closing date. A1 shall be calculated based on the weekly indices for the Richard Bay API4, Newcastle Export Index (NEX) and Global Coal New Castle (GCNEW C) with weightage 50:25:25 for GCV of 6000:6700:6700 respectively in line with the methodology adopted by CERC and to remain constant for the entire duration of Contract.
- A2 Index for Richard Bay API4, Newcastle Export Index (NEX) and Global Coal New Castle, with weightage 50:25:25 for GCV of 6000:6700:6700 respectively in line with the methodology adopted by CERC published for the week starting from Saturday to Friday preceding to the week of the date of Bill of Lading of the vessels.
- A3 A3= FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.


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

$$\text{FOB Coal Price A} = \frac{\text{A2}}{\text{A1}} \times \text{A3}$$

1.3.2. As per Country of Origin Indices

The FOB price will be subject to variation for payment as per date of Bill of Lading based on the weekly index published for the Country of Origin of coal, applicable for parameter with respect to Gross Calorific Value of Coal specifications and published by preferably Government agency of that country.

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Formulae:

- A1 Latest Index applicable as on preceding Friday with respect to the bid closing date by the Successful Bidder. A1 shall remain constant for the entire duration of Contract.
- A2 Latest Index applicable for the week starting from Saturday to Friday preceding to the week of the date of Bill of Lading of the vessels.
- A3 FOB component of the quoted price of successful bidder and the same is to remain constant for the entire duration of contract.

Hence, considering the above, the FOB price for payment purpose will be calculated as under:

$$\text{FOB Coal Price A} = \frac{\text{A2}}{\text{A1}} \times \text{A3}$$


The following Indices shall be considered for determination of prices on country specific index

Sr.No.	Country of Origin of Coal	Index for	Publication
1	Indonesia	ICI	Indonesia Coal Index by Argus and Coalindo
2	Australia	Average of 1. Barlow Jonker (now known as NEX) and 2. GC NEWC	1. Energy Publishing (Coalfax) 2. Global Coal
3	South Africa	API4	Argus/ McClosky's Coal Price Index report

The above Indices have been notified for the purpose of standardization of determination of prices, by obviating the chances of using multiple indexes for single country, during execution of contract and for making payment. In case the country of origin is other than those listed above, the bidders shall indicate relevant index, in the format given in bid document, and publication preferably published by a government agency in which the index is published. However, DBPL reserves the right to accept such index and/or publications.

In the event of such index and/or publication not being acceptable to DBPL for any reason whatsoever, the index representing the coal closest to the coal specification offered by bidder shall be considered.

For the purpose of payment, the lower of the prices worked out based on the above two methodologies mentioned at Para 1.3.1 and 1.3.2 shall be considered.

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1.4. Ocean Freight

1.4.1. As per CERC Methodology

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

B1 Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Wharf, as per Clarkson Research (Publication as mentioned in CERC Methodology) as on preceding Friday with respect to the bid closing date and shall remain constant during the entire duration of the contract.

B2 Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Wharf, as per Clarkson Research (Publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.

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

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

$$\text{OCEAN FREIGHT B} = \frac{\text{B2}}{\text{B1}} \times \text{B3}$$

1.5. Total C&F Coal Price

Total C&F Price for the purpose of payment shall be the Sum of FOB prices worked out as per Para 1.1.1; and Ocean Freight, worked out as per Para 1.1.2 above.


1.6. The Successful Bidder will intimate indices considered i.e. indices as on preceding Friday with respect to closing date of the International Competitive Bidding invited by the Successful Bidder.

2.0 Cap/Ceiling of C&F Coal Prices

In case actual date of receipt of Coal by DBPL Power Station is beyond the 'Delivery Schedule for the entire quantity', due to reasons attributable to successful bidder, the lower of the 'C&F coal price as applicable on the date of Bill of Lading' and 'C&F Coal prices as applicable on last day of Delivery Schedule' shall be the Ceiling price applicable for the receipt of coal beyond the Delivery Schedule.

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

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Annexure-B

TECHNICAL SPECIFICATIONS OF IMPORTED COAL


Specification in ASTM Standard		Low Calorific Value	Medium Calorific Value	High Calorific Value
Gross Calorific Value	GAR	4,200 Kcal/kg	5,000 Kcal/kg	5,800 Kcal/kg
Total Moisture	ARB	36%	26%	14%
Inherent Moisture	ADB	Approximately 24%	18%	9%
Ash Content	ADB	8%	5%	15%
Volatile Matter	ADB	Approximately 40%	40%	41%
Ash Fusion Temperature	T1	1,150 Degree Celsius	1,150 Degree Celsius	1,300 Degree Celsius
Total Sulfur	ADB	0.8%	0.9%	0.6%
HGI	-	Minimum 45%	40%	40%
Size 0-50mm	-	Approximately 90%	90%	90%

Bidders are also free to quote for any other specification of coal which shall be considered based on the technical and commercial requirements.

1. The bidder to give the Guaranteed Parameters for coal under this tender for Price Basis as under:

- Total Moisture (ARB) :
- Ash (ADB) :
- Sulphur (ADB) :
- Gross Calorific Value (ARB) :
- Size (less than 2.36 mm) : Not exceeding 25% of quantity received at power plant

2. The bidder shall be free to offer coal of any origin but shall have to ensure and mention that the parameters are within the acceptable range for GCV (ARB), TM (ARB), Ash (ADB) and Sulphur (ADB) at which the prices have been offered.
3. The same Guaranteed Parameters shall be communicated to DBPL along with prices received.
4. Bidder to submit the proximate and ultimate analysis (on ARB as well as ADB basis), Ash fusion temperatures and Ash constituents of all specification of coal offered by them, as per the format attached at Annexure-O.

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Annexure –C

NOT USED


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Annexure-D

CHECK LIST FOR BANK GUARANTEE VERIFICATION BY BIDDER

1. Bank Guarantee No.
2. Issuing Bank
3. Amount of BG
4. Nature of BG & No. of Pages
5. Validity of BG
6. Package Description
7. Bidder / Contracts Ref.(Name, Address, Tel. & Fax No., email)
8. Bank Reference (Name, Address, Tel. & Fax No., email)

Sr.No	CHECK POINTS	YES	NO
1	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?		
2	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).		
3	In case BGs from banks abroad, has the BG been executed on Letter Head of the Bank		
4	Has the executing Officer of BG indicated his name designation and Power of Attorney No./Signing Power No. etc. on the BG?		
5	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?		
6	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?		
7	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?		
8	Whether overwriting /cutting if any on the BG have been properly authenticated under signature and seal of executants?		
9	Whether the BG has been issued by a Bank in line with the provisions of Bid/Contract Documents?		
10	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?		

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Annexure-E

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No

Date :


DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Dear Sirs,

In consideration of DB Power Limited (hereinafter referred to as the "DBPL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/ s a company within the meaning of the Companies Act, 1956 and having its Head Office at (complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by entering into an Agreement with 'Supplier under Ref No dated and the same having been unequivocally accepted by the 'Supplier' resulting in a 'Contract' for purchase of imported Non-coking Steam Coal on FOR Destination basis at DBPL Power Station at Village – Badadarha, Dist.- Janjgir-Champa, Chhattisgarh, India and the 'Supplier' having agreed to provide a Performance Guarantee of the faithful performance of the entire contract equivalent to 14.00% of C&F contract value.

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 DBPL Rs. _____, on demand any and all monies payable by the Supplier to the extent of Rs. _____ as aforesaid at any time up to without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by DBPL on the Bank shall be conclusive and binding notwithstanding any difference between DBPL and Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of DBPL and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

DBPL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Supplier. DBPL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between DBPL and the Supplier or any other course of remedy or security available to DBPL. The Bank shall not be released of its obligations under these presents by any exercise by DBPL of its liberty with reference to the matters aforesaid

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or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of DBPL or any other indulgence shown by DBPL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that DBPL at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that DBPL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including

.....

Dated this day of ----- at

SIGNATURE

NAME

DESIGNATION

BANK'S COMMON SEAL

SIGNATURE

ATTORNEY AS PER POWER OF ATTORNEY NO

NAME


DATE

OFFICIAL ADDRESS

WITNESS

1) Signature
Name
Official Address

2) Signature
Name
Official Address

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Annexure-F

THE BANKS FROM WHICH BANK GUARANTEES FOR CONTRACT GUARANTEE (CPG) CAN BE ACCEPTED

Scheduled Commercial Banks

PERFORMANCE

Nationalized/Public Sector Banks

- | | | |
|-----------------------------------|------------------------------|-------------------------------|
| 1) State Bank of India | 10) State Bank of Indore | 20) Indian Bank |
| 2) Bank of Baroda | 11) Central Bank of India | 21) Allahabad Bank |
| 3) Punjab & Sind Bank | 12) United Bank of India | 22) Indian Overseas Bank |
| 4) State Bank of Bikaner & Jaipur | 13) State Bank of Mysore | 23) Andhra Bank |
| 5) Bank of Maharashtra | 14) Corporation Bank | 24) Oriental Bank of Commerce |
| 6) Syndicate Bank | 15) UCO Bank | 25) Bank of India |
| 7) State Bank of Hyderabad | 16) State Bank of Patiala | 26) Punjab National Bank |
| 8) Canara Bank | 17) Dena Bank | |
| 9) Union Bank of India | 18) Vijaya Bank | |
| | 19) State Bank of Travancore | |

Scheduled Foreign Banks


- | | | |
|---|--|------------------------|
| 1) Bank of America NA | 4) BNP Paribas Societe Generale | 7) Barclays Bank |
| 2) Standard Chartered Bank | 5) The Bank of Tokyo-Mitsubishi UFJ Ltd | 8) Citi Bank N.A |
| 3) The Hongkong and Shanghai Banking Corpn Ltd. | 6) Credit Agricole Corporate and Investment Bank | 9) Bank of Nova Scotia |
| | | 10) Deutsche Bank A.G |
| | | 11) DBS Bank Ltd. |

Scheduled Private Banks

- | | |
|-------------------------|----------------------|
| 1) ING -Vysya Bank Ltd. | 3) HDFC BANK LTD |
| 2) ICICI BANK LTD | 4) Axis Bank limited |

Other Public Sector Bank

- 1) IDBI Ltd.

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure –G

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

NO.

DATED :

DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

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

Period of Supply (Financial year)	Quantity (MT)


This certificate is issued at the request 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.

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-H

**CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR SUPPLIES MADE OF IMPORTED
COAL**

(On the Letter Head of Statutory Auditors)

NO.

DATED :

DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051


We have examined the books of accounts, records and other relevant documents, alongwith 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:

S.NO.	NAME OF THE END-USER / PSU(S)	FINANCIAL YEAR	QUANTITY SUPPLIED (MTs)

PLACE :

DATE :

SIGNATURE
NAME OF THE PARTNER / PROPRIETOR
MEMBERSHIP NO.
SEAL OF STATUTORY AUDITORS

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-I-1

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

NO.

DATED :

DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

This is to certify that M/s _____(Name and address of the bidder) have handled Dry Bulk Commodities (Solid Commodity) like Coal, Fertilizers and Cement etc including port operations and delivery upto destination as per details given below –

S.NO.	NAME OF THE COMMODITY	FINANCIAL YEAR	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION


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

PLACE :

DATE :

SIGNATURE OF AUTHORISED PERSON

WITH FULL ADDRESS

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-I-2

**HANDLING EXPERIENCE CERTIFICATE FROM ASSOCIATE FOR HANDLING OF DRY BULK COMMODITY
INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION
(ON THE LETTER HEAD)**

NO.

DATED :

DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

This is to certify that we, M/s _____ (Name and address of the associate of the bidder) have handled dry bulk commodities (solid commodity) like coal, fertilizers and cement etc including port operations and delivery upto destination as per details given below –

S.NO.	NAME OF THE COMMODITY	FINANCIAL YEAR	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION	NAME OF THE END USER


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

PLACE :

DATE :

SIGNATURE OF AUTHORISED PERSON

WITH FULL ADDRESS

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-J

**CERTIFICATE FROM STATUTORY AUDITORS OF BIDDER / OR ITS ASSOCIATE FOR HANDLING OF DRY
BULK COMMODITY INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION
(ON THE LETTER HEAD OF STATUTORY AUDITORS)**

NO.

DATED:

DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

We have examined the books of accounts, records and other relevant documents, alongwith other necessary information and explanations furnished by M/s. _____ (bidder) /its associate having office at _____. We hereby certify that M/s. _____ (bidder) /its associate have handled including port operations and delivery upto destination dry bulk commodity in India as per details given below:.

SN	Name of the Party	Commodity Handled	Financial Year	Quantity (MTs)

PLACE :


DATE

SIGNATURE

NAME OF THE PARTNER / PROPRIETOR

PARTNERSHIP NO. _____

SEAL OF STATUTORY AUDITORS

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure – K

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

TENDER NO. DBPL-CG-2x600 MW- COAL- IMP/01/2023 dated -----

To,
DB Power Limited,
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Sub: Invitation for Bid Package for Supply of 0.15 MMT (+/- 10%) of imported coal for the year 2023 for DBPL Power Station at Village – Badadarha, Dist.- Janjgir-Champa, Chhattisgarh, India.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of the above referred bid documents 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

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-L

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

TENDER NO. DBPL-CG-2x600 MW- COAL-IMP/01/2023 dated -----

To,
 DB Power Limited,
 Naman Corporate Link, 03rd Floor, C-31, G Block,
 Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Dear Sir/(s)

As advised in your tender document, we hereby agree to the contents of the Fraud Prevention Policy of DBPL and undertake that we along with our associates/collaborators/ sub-contractors /sub-vendors / consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of DBPL.

Yours faithfully,

Date:


Place:

Signature.....

Printed name.....

Designation.....

Common Seal.....

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-M

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

TENDER NO. DBPL-CG-2x600 MW- COAL- IMP/01/2023 dated -----

To,
 DB Power Limited,
 Naman Corporate Link, 03rd Floor, C-31, G Block,
 Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Dear sir/(s)

We have submitted our offer bid against your above referred bid document for supply of 0.15 MMT of imported coal to you account DBPL.

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 and any other name either directly or indirectly.

Yours faithfully,

Date:


Place:

Signature.....

Printed name.....

Designation.....

Common Seal.....

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-N

FORMAT OF AFFIDAVIT
(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)
TO BE NOTARIZED BY A NOTARY PUBLIC

TENDER NO. DBPL-CG-2x600 MW- COAL- IMP/01/2023 dated -----

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 0.5 Million Metric Ton +/- 10% of imported steam coal for power plant of DBPL situated at village – Badadarha, Dist. – Janjgir-Champa, Chhattisgarh, India.
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, DBPL, Mumbai 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 _____ 2013 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

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Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure – O


FORMAT FOR SUBMISSION OF COAL ANALYSIS REPORT

TENDER NO. DBPL-CG-2x600 MW- COAL IMP/01/2023 dated -----

Sr. No	Parameter	Typical Value (%)	Guaranteed Value (%)
1.0	Proximate Analysis on Air Dried Basis		
1.1	Inherent Moisture		
1.2	Volatile matter		
1.3	Ash		
1.4	Fixed Carbon		
2.0	Ultimate Analysis on Air dried basis		
2.1	Inherent Moisture		
2.2	Ash		
2.3	Carbon		
2.4	Hydrogen		
2.5	Sulphur		
2.6	Oxygen		
2.7	Nitrogen		
2.8	Gross calorific value, Kcal/Kg.		
2.9	Hardgrove Grindability index		
2.10	Bulk density, MT./cu.m.		
3.0	Proximate Analysis on as received basis		
3.1	Total Moisture		
3.2	Volatile Matter		
3.3	Ash		
3.4	Fixed Carbon		
4.0	Ultimate Analysis on as received basis		
4.1	Total Moisture		
4.2	Ash		
4.3	Carbon		
4.4	Hydrogen		
4.5	Sulphur		
4.6	Oxygen		
4.7	Nitrogen		
4.8	Gross Calorific Value, Kcal/Kg.		
4.9	Net Calorific Value, Kcal/kg		
4.10	Hardgrove Grindability Index		
4.11	Bulk density, MT./cu.m.		

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Sr. No	Parameter	Typical Value (%)	Guaranteed Value (%)
5.0	Ash Fusion Temperature		
5.1	Initial deformation temperature, deg. C.		
5.2	Softening temperature, deg. C.,		
5.3	Hemispherical temperature, deg. C.		
5.4	Flow temperature, deg. C.		
6.0	Size		
6.1	Size of coal, mm		
7.0	Ash Constituents		

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

Annexure-P

FORMAT OF TRUST DEED

(Rs 100/- stamp paper)


This deed of Trust is executed on this _____ day of _____ between M/s. DB Power Limited, a Company incorporated under Companies Act, having its Corporate office at Naman Corporate Link, 03rd Floor, C-31, G Block, Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India, hereinafter called "DBPL" which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns) of one part and M/s _____ (**NAME OF SUCCESSFUL BIDDER**), having its registered office at _____, hereinafter referred to as the **SUCCESSFUL BIDDER or TRUSTEE** which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns).

Whereas the **SUCCESSFUL BIDDER** and DBPL have entered into an agreement vide Ref No. _____ on _____ (herein after referred to as the Said Agreement) for import, supply and delivery of 0.15 MMT (+/-10%) (for 2023) of Non coking steam Coal at DBPL Power Station situated at village – Badadarha, Dist. – Janjgir-Champa, Chhattisgarh on FOR destination basis over a period of Six (6) months. Whereas trustee intends to supply imported coal to DBPL at Indian Ports, arranging vessels, stevedoring, handling, storage, port clearance, arranging Railways Rakes, loading, transportation and delivery at DBPL, all other activities for clearing and forwarding of the consignments like custom clearance, coordination with port, Railways, statutory authorities and all liaison, co-ordination at load port, discharge port, Railways, handling agent etc.

Now, therefore, this Trust Deed witnesseth and is hereby declared by all between the parties thereto as follows:-

1. That the _____ (Name of **SUCCESSFUL BIDDER**) act as trustee for import, supply and delivery of 0.5 MMT (+/-10%) For 2018-19 of Non coking steam Coal at power plant of DBPL situated at village – Badadarha, Dist. – Janjgir-Champa, Chhattisgarh, India on FOR destination basis over a period of 12 months or till 31st December' 2014 whichever is later.
2. That with the arrival of each Rake with goods as per the aforesaid agreement, the Trustee shall inform DBPL of the same and shall handle the goods as per the agreement and hold the same in trust in favour of DBPL until the cargos are delivered at the destination port of DBPL.
3. That the Trustee shall permit DBPL, their agents and servants from time to time and at all times to enter upon any go-downs or premises where material or any part thereof may be stored and to view, inspect and value the same and take inventory thereof and to render to

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Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600 MW- COAL-IMP/01/2023

DBPL and to their servants/authorized agents all facilities as may be required for any of the purpose aforesaid.

4. That the goods under the above mentioned agreement shall be stored or kept at the trustees go-downs and/or hired premises in good condition and shall be fully insured upto 110% value of the goods.
5. That the Trustees shall make and furnish to DBPL all statements and records of material and produce such evidence in support thereof as DBPL may require, from time to time.
6. That the Trustees hereby agree and undertake to comply with all the provisions of the orders/laws already promulgated or that may be promulgated thereafter by the Government and shall see that DBPL's interests are not in any way affected or prejudiced by informing the provisions thereof, and keep DBPL absolved of all the losses and consequences in this context.
7. That the Trustees shall give acknowledgement of receipt of material on their letter heads duly signed by their authorized signatories, to DBPL as and when the material is delivered to DBPL.
8. That with each of the consignment having received, Trustees shall issue a receipt giving the date, stating that the cargo will be handled as per agreement and keep DBPL informed on daily basis regarding unloading of cargo from the vessel, receipt, dispatch and that the cargo will be handled, stored, moved, loaded under trust under DBPL's intimation and full knowledge of DBPL.
9. That all necessary precautions and measures will be undertaken by the Trustee to safeguard the interest of DBPL.
10. That trustee acknowledges that the title of the goods would remain with DBPL until the entire transaction is completed by the Trustee.
11. That trustees also undertake to abide by all terms of this Trust Deed along-with the terms incorporated hereinafter.
12. Any violation above conditions will be treated as Breach of Trust on the part of Trustee and DBPL may take any action to safeguard its interest.

In witness whereof the Trustees have hereunto set their hands at _____ on the _____ day of _____

AUTHORISED SIGNATORIES

AUTHORISED SIGNATORIES

WITNESS:

(1)

(2)

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Annexure - Q

**DETAILS OF BANK ACCOUNT OF THE BIDDER 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 DBPL)

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 DB Power Limited (DBPL) in case of any change in particulars given below and will not hold DBPL responsible for any delay/default due to any technical reasons beyond control of DBPL :-

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 DBPL 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

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
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Annexure R

BID SUBMISSION FORM

Procurement of 0.15 MMT (+/- 10%) of Imported Coal for Financial Year 2023-24

Bid Ref No. and Date : DBPL-CG-2x600 MW-- COAL IMP/01/2023 dated :-----

Bidder's Name and Address :

To,
DB Power Limited
Naman Corporate Link, 03rd Floor, C-31, G Block,
Opp. Dena bank, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Sub: Tender for procurement of 0.15 Million Metric Ton (+/- 10%) of Imported Coal for Financial Year 2023-24 for power plant of DB Power Limited (DBPL) situated at village – Badadarha, Dist. – Janjgir-Champa, Chhattisgarh, India on FOR destination basis.

Dear Sirs,


1. We hereby submit bids for **“Supply of 0.15 Million Metric Ton (+/- 10%) of Imported Coal for Financial Year 2023-24 for power plant of DBPL situated at village – Badadarha, Dist. – Janjgir-Champa, Chhattisgarh, India on FOR destination basis”** as outlined in bidding documents of DBPL.

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by DBPL, 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 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 Certificate for Supplies of Quantities
 - iii. Certificate from statutory auditors for experience of import coal supplies
 - iv. Certificate from End-User for Handling of bulk commodities
 - v. Certificate from Associate for Handling (if applicable)
 - vi. Certificate from Statutory Auditors of Bidder/Associate for Handling
 - vii. Declaration for no deviation

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Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
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- viii. Form of Acceptance of Fraud Prevention Policy
- ix. Declaration for No multiple bid
- x. Affidavit for not having been blacklisted
- xi. Bank details for transfer of payments electronically
- xii. Power of Attorney
- xiii. Bank Guarantee No.____Dated____issued by____ (Name & Address of issuing bank) for Rs.____/US \$ Valid upto _____towards “Earnest Money Deposit” (EMD).
- xiv. Check List for Bank Guarantee verification for EMD
- xv. Price Bid

3. We further confirm the following:

- a. That in case of placement of award, while invoicing, C&F Price of the Coal shall be arrived at based on the Pricing Methodology as detailed in Clause 5 – Vol. III and Annexure A – Vol. – IV covering concept and formulae for fixation of price, linking the FOB prices and Ocean Freight with CERC’s methodology of indexation and the indices for the preceding week, shall be used for the purpose.
- b. Issuance of Letter of Intent, 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 150 days from the date of opening of Bid i.e. upto _____. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

Date_____


Place_____

Designation_____

Signature_____

Name_____

Seal_____

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		DBPL-CG-2x600 MW- COAL-IMP/01/2023

ANNEXURE- S

PRICE SCHEDULE FORM

ENQ.NO. : DBPL-CG-2x600 MW-COAL IMPORT-02/2018-19 dated : 26th Sep 2018

1. Name of the Bidder :
2. Address :
3. Country of Origin :
4. Period of Shipment : As per requirement of DBPL.
5. Total quantity offered : 0.5 MMT (+/- 10%)
6. FOB Price INDEX (A1) :
7. Index : For CERC composite Index
 - a. API 4 : _____ as on _____
 - b. BJ (NEX) : _____ as on _____
 - c. GC NEWC : _____ as on _____
8. Ocean freight index : Singapore 380 CST Bunker Fuel Price ___ as on ___
(as per clause 1.4.1 of Annexure-A, Vol-IV)


FOB index/indices of coal as applicable for the guaranteed parameters with respect to Gross Calorific Value of coal specifications for countries of origin from where coal is offered.

Country	Index	Publication	Value as on _____

In case the country of origin is other than those listed above, the bidders may indicate relevant index and publication preferably published by a government agency in which the index is published. However, DBPL reserves the right to accept such index and/or publications.


In the event of such index and/or publication not being acceptable to DBPL for any reason whatsoever, the index representing the coal closest to the coal specification offered by bidder shall be considered.

Guaranteed Parameters for Price Basis for offering the prices shall be as submitted at Annexure - B. The price will be offered considering the above price basis only.

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
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S. No.	Particulars	West Coast	East Coast
	Name of Port (Name of the Port to be specified by the bidder)		
A	FOB Price (USD) PMT (A3)		
B	Ocean Freight (USD) PMT (B3)		
C	C&F Price (USD) PMT		
D	Exchange Rate Indicative for evaluation for 1 USD (In INR)		
E	C&F Price in INR PMT		
F	Insurance Charges (to be paid at Actual but limited to that quoted by bidder)		
G	CIF in INR PMT		
H	Customs Duty (Rs/PMT). However, reimbursement will be made to the bidder on actual basis.		
I	Total Port Charges including GST- PMT in INR		
i	Port Charges		
ii	Stamp Duty		
iii	Warfage		
iv	Pollution Cess		
v	Terminal Charges/ Wagon Haulage, Siding Charges.		
vi	Any other charges at port		
vii	Total Port Charges (i+ii+iii+iv+v+ vi)		
viii	GST Tax on Port Charges		
	Sub-Total (I)		
J	Handling Charges PMT in INR		
i	Entry Port Handling (INR)		
ii	GST on Handling Charges		
	Sub-total (J)		
K	Total of (G + H + I + J)		
L	Railway Freight from Port to DBPL – Power plant in CG PMT in INR		
M	Total (K + L) in INR		

- Validity of the Offer to remain 150 days from the date of submission of Technical Bid.
- The prices are to be quoted as per format above. However the same shall be evaluated as elaborated in the tender documents.
- For evaluation purpose Customs Duty will be calculated on 101.50% of CIF value including landing charges 1% of CIF value.

Notice Inviting Tender (NIT)	 DB POWER LIMITED	Specification No.
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- d) Port Charges, Insurance charges, Custom duty will be reimbursed on actual basis and Railway freight as applicable but these charges shall be limited to rates offered or actual whichever is lower.
- e) DBPL will intimate the indices to be considered i.e. index as on preceding Friday with respect to the bid closing date.
- f) Payment shall be made as per the price methodology detailed in Annexure A1.

Date :
Place:

(Name & Signature of Authorised Signatory)