

**SPECIFICATION NO.
MAHAGENCO/CE/FM/RSR/2022-23/T-01**



(MAHARASHTRA STATE POWER GENERATION CO. LTD.)

TENDER DOCUMENT

FOR

**TRANSPORTATION OF 3.2 LAKH METRIC TON RAW/
WASHED COAL FROM M/s MAHANADI COALFIELDS LTD
(MCL), ODISHA TO NASIK AND BHUSAWAL THERMAL
POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL
ROUTE**

**(Through e-tendering platform only)
(<https://eprocurement.mahagenco.in>)**

**The Chief Engineer (Fuel Management),
Mahagenco, Prakashgad, 3rd floor,
Bandra (East), Mumbai - 400 051**

INVITATION FOR BIDS

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NOTIFICATION OF INVITATION OF BIDS**TRANSPORTATION OF 3.2 LAKH MT RAW/ WASHED COAL FROM M/S. MAHANADI COALFIELDS LTD (MCL), ODISHA TO NASIK AND BHUSAWAL THERMAL POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE
(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)**

Date of issuance of invitation: 25.02.2023

The Maharashtra State Power Generation Co. Ltd., Mumbai, India (MAHAGENCO) invites online Bids (Two Bid System i.e. separate bid for technical/ commercial and price bid) from eligible Bidders for "TRANSPORTATION OF RAW/WASHED COAL FROM M/S. MAHANADI COALFIELDS LTD, ODISHA TO NASIK AND BHUSAWAL THERMAL POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE" with reverse auction. Procurement process will be done on e-tendering.

Bid specification shall be available for download on website <https://eprocurement.mahagenco.in> after acceptance of vendor registration fee (Rs.5000/- + Goods & Service Tax (GST) @18 % GST Extra i.e. Rs.5900/-) and tender fee (Rs.5000/-+ Goods & Service Tax (GST)@18% extra i.e.Rs.5900/-).

1	Registration Opens	24-02-2023 18:00 Hrs.
2	Last date of registration, acceptance of vendor registration and tender fee by Mahagenco and download of tender document	12-03-2023 by 15:00 Hrs.
3	Pre-bid meeting	06-03-2023 15:00 Hrs.to 17:00 Hrs
4	Last date for Submission of Online Bid (Techno-commercial and price Bids)	13-03-2023 15.00 Hrs.
5	Due date for opening of techno-commercial bids	13-03-2023 16.00 Hrs.

MAHAGENCO reserves the right to cancel/withdraw this Invitation for Bids without assigning any reason for such decision.

CHIEF ENGINEER (FM)

NOTE:

This is an e-tender. Offers shall be submitted and processed in electronic mode only. If required by Mahagenco, physical copies of documents will additionally need to be supplied for verification. The instructions to bidder/ terms and conditions appearing in this specification only shall be applicable.

TRANSPORTATION OF RAW/WASHED COAL FROM M/S. MAHANADI COALFIELDS LTD, ODISHA TO NASIK AND BHUSAWAL THERMAL POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE

SECTION – I: INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION:

1.1 BID PACKAGE:

Maharashtra State Power Generation Company Limited (hereinafter called and referred to as the 'MAHAGENCO' or 'MSPGCL') invites the competitive bids for TRANSPORTATION OF RAW/ WASHED COAL FROM M/S. MAHANADI COALFIELDS LTD (MCL), ODISHA TO NASIK AND BHUSAWAL THERMAL POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE on the terms and conditions specified in the Bid Specifications on FOR Destination TPS basis:

Item No.	Item Code	Description	Quantity
1	W033190030030002	Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, in Odisha to Nasik Thermal Power Station in Maharashtra by Rail-Sea-Rail route	1.6 Lakh MT
2	W033190030030001	Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, in Odisha to Bhusawal Thermal Power Station in Maharashtra by Rail-Sea-Rail route	1.6 Lakh MT
Total Quantity			3.2 Lakh MT

The tender is for 2 months with monthly quantity of 0.8 Lakh MT per Item/ Thermal Power Station (TPS). The tender quantity may be extended by 50% as per requirement of Mahagenco within a period of 9 (Nine) months from the date of LOA (Letter of Award). The aforesaid quantities are tentative and will be decided by Mahagenco depending upon requirement and as per coal allotted by MCL/CIL/ Ministry of Coal, Government of India for a short period.

1.2 LOCATION OF THERMAL POWER STATIONS OF MAHAGENCO:

- a) **Nasik Thermal Power Station (Railway Siding Code - MQSG):** Nasik Thermal Power Station is located in the vicinity of village Eklahare, which is about 7 KM away from the Nasik Road Railway Station on Mumbai-Nagpur-Howrah section of Central Railway. Nasik Road Railway Station is about 180 KM away from Mumbai. The Mahagenco has provided a broad gauge railway siding connecting Nasik TPS to Nasik Road Railway station for movement of goods/coal.

- b) Bhusawal Thermal Power Station (Railway Siding Code - MFSG):** Bhusawal Thermal Power Station is located in the vicinity of Village Fekari, which is about 9 KM away from the township of Bhusawal. Bhusawal is one of the important junctions on Mumbai-Nagpur-Howrah section of Central Railway and is about 450 KM away from Mumbai. The Mahagenco has provided broad gauge railway siding connecting Bhusawal TPS to Bhusawal Railway Station for movement of goods/coal.
- c) Khaperkheda Thermal Power Station (Railway Siding Code – MTPK) :** Khaperkheda Thermal Power Station is about 15 KM away from the Nagpur Railway Station. Nagpur is one of the important junction of Mumbai-Nagpur-Howrah and New Delhi-Nagpur-Chennai section of Central Railway and is about 840 KM away from Mumbai. The purchaser has provided a broad gauge railway siding connecting to Kalumna Railway Station of South Eastern Railway.
- d) Chandrapur Super Thermal Power Station (Railway Siding Code - NTPG):** Chandrapur Super Thermal Power Station/Project is located in the vicinity of Durgapur, which is about 5 KM away from Chandrapur Railway Station on New Delhi-Nagpur-Chennai section of Central Railway. Chandrapur is about 165 KM away from Nagpur. The purchaser has provided a broad gauge railway siding connecting Chandrapur Super TPS to Chandrapur Railway station and Vivekananda Nagar Railway Station for movement of goods/coal.
- e) Koradi Thermal Power Station (Railway Siding Code - KRDS):** Koradi Thermal Power Station is in the vicinity of village Mahadula which is about 11 Km away from Nagpur Railway Station. The purchaser has provided a Broad gauge Railway siding connecting Koradi TPS to Nagpur Railway Station for movement of goods/coal. Koradi TPS is also connected to Kalumna Railway Station of South Eastern Railway.
- f) Parli Thermal Power Station (Railway Siding Code - NMVP):** Parli Thermal Power Station is about 3 Km away from Parli-Vaijnath town in the Beed district of Maharashtra State. Parli-Vaijanath is about 575 Km away from Mumbai via Manmad – Aurangabad on Parbhani – Vikarabad section of South Central Railway. The purchaser has provided a broad gauge railway siding connecting Parli Thermal Power Station to Parli railway station.
- g) Paras Thermal Power Station (Railway Siding Code - BESG):** Paras Thermal Power Station is about 20 Km away from Akola town in the Akola District of Maharashtra State. Akola is about 580 KM away from Mumbai via Manmad-Bhusawal Jn. It is on the Nagpur-Bhusawal section of Central Railway. The purchaser has provided a broad gauge railway siding connecting Paras Thermal Power Station to Paras railway station.

Bidders should note that distances shown above are meant only for the purpose of general idea of the location. Distances of destinations must be independently verified and confirmed by the Bidder from respective railway authorities. Bidders must also confirm, verify and satisfy themselves with

respect to the unloading facilities at above power stations before submission of the bid.

- 1.3** The Bidder shall be solely responsible for undertaking any and all activities and incurring all costs and expenses, required for delivery of the coal, having the Technical Specification set forth in Section III, free of any liens and encumbrances to the MAHAGENCO at the aforementioned thermal power stations.

2.0 VENDOR REGISTRATION FEE, TENDER FEE AND CONTENTS OF BIDDING DOCUMENTS:

- 2.1** Each bidder shall register itself at the website address <https://eprocurement.mahagenco.in> before the last date for registration mentioned in the notification of invitation of bids ("NIT").

Before the last date of payment of tender fees bidder is required to pay nonrefundable Tender fee of Rs. 5,000/- (Indian Rs. Five Thousand only) + GST extra through online payment gateway at (<https://eprocurement.mahagenco.in>).

- 2.2** The services required, bidding procedures and contract terms are prescribed in the Bid Specification. The bid specification includes the following sections and Annexures which shall collectively with the invitation for bids, and any amendments and modifications to the bid specifications notified by the MAHAGENCO be referred to as the "Bid Specification":

- | | | |
|-----|--|------------------------------|
| (a) | INSTRUCTION TO BIDDERS | : Section – I |
| (b) | GENERAL TERMS & CONDITIONS | : Section – II |
| (c) | PROFORMA FOR POWER OF ATTORNEY | : Annexure – I |
| (d) | PROFORMAS FOR PRICE BID | : Annexure – II (A) & II (B) |
| (e) | PROFORMA FOR BANK GUARANTEE AGAINST SECURITY CUM PERFORMANCE GUARANTEE | : Annexure – III (A) |
| (f) | PROFORMA FOR BANK GUARANTEE TOWARDS COST OF RAW/WASHED COAL SUPPLIED | : Annexure – III (B) |
| (g) | PROFORMA FOR CERTIFICATE OF 'NO DEVIATION' | : Annexure IV |
| (h) | PROFORMA FOR CONTRACT AGREEMENT | : Annexure – V |
| (h) | EXPERIENCE CERTIFICATE FOR HANDLING/ TRANSPORT (Rail-Sea-Rail) | : Annexure – VI |
| (i) | PROFORMA FOR AFFIDAVIT (No Blacklisting/ Banning) | : Annexure – VII |
| (j) | SPECIMAN OF LETTER OF COMMITMENT | : Annexure – VII |

- | | | |
|-----|---|----------------|
| (k) | PROFORMA FOR DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT | : Annexure– IX |
| (l) | TERMS & CONDITIONS OF REVERSE AUCTION | Annexure – X |
| (m) | BUSINESS RULES OF REVERSE AUCTION | Annexure – XI |
| (n) | UNDERTAKING AND COMMITMENTS FROM BIDDER REGARDING CONFLICT OF INTERESTS | Annexure – XII |

- 2.3** The bidder shall carefully examine the Bid Specification and fully inform and satisfy itself as to all the conditions and matters, which may in any way affect the work or cost thereof. **Failure to furnish all information required by the Bid Specification or to submit a bid not substantially responsive to the Bid Specification in every respect will be at bidder's risk and may result in the rejection of the bid.** Should a bidder find any discrepancies or omissions in the Bid Specifications or have any queries with respect to any provision of the Bid Specifications, he should at once notify to the MAHAGENCO at below mentioned address:

The Chief Engineer (FM)
 Maharashtra State Power Generation Co. Ltd.,
 Fuel Management Cell, 3rd Floor, 'Prakashgad', Plot No. G-9,
 Bandra (E), MUMBAI – 400 051,
 Maharashtra (India) Email:- cefmc@mahagenco.in

- 2.4 Clarification of Bid Specification:** Any prospective bidder (subject to having paid the vendor registration and tender fees) who requires any clarification in respect of the Bid Specification may notify the Mahagenco in writing or by e-mail enclosing therewith copy of successful online payment transaction against tender fee at the Mahagenco's contact details given above 1 (one) day prior to the dead line for the pre-bid meeting. The clarifications received after pre-bid meeting shall not be entertained. The Mahagenco's response (including an explanation of the query but without identifying the source of enquiry) shall be published by way of revision of the Bid Specification on e-tendering website. The bidders in their own interest may inform the Mahagenco in written about the payment of tender fee by them and their detailed correspondence address with name of contact person, telephone/ fax nos., e-mail address etc. so that such clarifications can be sent to them by fax/e-mail as may be possible. However, Mahagenco's responsibility is restricted to only publishing such clarifications on above mentioned website.

2.5 Revision of Bid Specification:

At any time prior to the deadline for submission of bids, the MAHAGENCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, revise the Bid Specification. Every time the Bid Specification is revised, the revisions/ amendments/ revised Bid Specifications shall be published on website (the revision No. of the Bid Specification shall be accordingly enhanced). Such revisions shall be binding on all the prospective bidders irrespective of whether they have paid the tender fees prior to the revision or not.

In order to give prospective bidders reasonable time to take the revisions into account for preparing their Bids, the MAHAGENCO may, at its discretion, extend the deadline for the submission of bids. The MAHAGENCO's decision about the extension of deadline of submission shall be final and binding on the bidders and no correspondence shall be entertained in this regard.

3.0 PREPARATION OF BID:

3.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder with the MAHAGENCO shall be written in English. Supporting documents and printed literature (if required by Mahagenco) furnished by the bidder may be in any other language, provided they are accompanied by the accurate translation in English duly certified by an official translator engaged by a court in the jurisdiction of the bidder and notarized. For the purposes of interpretation and evaluation of the bid, the translation in English shall govern and be binding on the bidder.

3.2 Documents comprising the Bid:

- a) The Techno-commercial Bid and the Price Bid;
- b) The money receipt against payment of tender fees.
- c) Latest revision of Bid Specification published by the MAHAGENCO.
- d) Undertakings and Documentary evidence in accordance with Qualifying Requirement and the relevant Annexures establishing that the bidder is eligible to Bid and is qualified to perform contract.
- e) Bid security (EMD) furnished in accordance with relevant clause.

3.3 Bid Form and Bid Schedules:

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the Bid Specification, indicating for the works to be carried out, a brief description of the same and its prices. Bids shall be fully in accordance with the requirements of this document.

3.4 Only a bidder, who has paid the vendor registration and tender fees will be eligible to participate in the bidding. Bids received from those bidders, who have not made payment of vendor registration and tender fees, will not be accepted.

3.5 Multiple Bids by the same person are not allowed for the same item. Any person that controls (directly or indirectly) a bidder, any other persons which are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder ("**Affiliate**"), shall not bid for the same item for which the bidder has submitted a bid.

For the purposes of this clause the term 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other body (whether incorporated or not), Hindu Undivided Family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the term 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or

policies of that person whether through ownership of voting securities, by contract, or otherwise. In relation to a company, 'control' shall also mean ownership of 26% of the voting rights of such company.

3.6 The bidder shall quote the prices in figures as well as in words. In case of any variation/ mistake in the words and figures as well as quoted and calculated FOR Destination price as per the rates of taxes and duties prevailing at the time of evaluation, the rate advantageous to the MAHAGENCO shall be considered for the purpose of evaluation of bids and placement of order in the event of the bid being the successful bid. The same shall be binding on the successful bidder.

3.7 Certificate of No Deviation:

The bidder shall submit the Certificate for No Deviation strictly as per Annexure-IV. Unless this is done, the offer shall be considered as not complying in every respect with the terms and conditions of this bid specification and offer shall be summarily rejected.

4.0 PRICE:

4.1 The bidder shall quote item wise single rate in Rs./MT which shall be inclusive of sum of individual component of the Price bid and their GST.

Bidder shall upload the scanned copy duly sealed and signed price schedule as per Annexure-II (A) and/ or Annexure-II (B) while submitting price bid.

The decision of MAHAGENCO on the GST component on the evaluation of bids is final.

All costs excluding coal cost and Railway freight from the time of loading of the raw/washed coal from Railway Siding of MCL up to the point of delivery of raw/washed coal at respective Destination TPS, but including the charges towards transportation by Sea, handling, loading & unloading, port charges etc., shall be to the account of the bidder. The price of coal as billed by MCL will be paid by MAHAGENCO directly to MCL. Railway freight will be paid by MAHAGENCO.

It is the responsibility of the bidder to acquaint himself with the various levies and charges to be paid to different authorities for the movement and handling of coal from Loading point (Railway Siding of MCL) right up to the delivery at TPS's of Mahagenco.

4.2 Before quoting the prices, Bidder should study bid document. If necessary, site visit may be made by the bidder before quoting rates basis.

4.3 The prices stated above are also to include all rights (if any) of patent; registered design or trademark and the Bidder shall indemnify the MAHAGENCO against all claims in respect of the same.

4.4 Bid shall be accompanied by Power of Attorney from the Bidder to in favour of the person signing and submitting the bid on behalf of the Bidder in the format as per Annexure-I in original.

5.0 QUALIFYING REQUIREMENTS FOR BIDDERS:

The bidder must be an individual firm i.e. a separate legal entity. Consortium is not allowed. A party cannot submit multiple bids for the same item. The bidder must satisfy all the following minimum qualifying requirements:

- a) Bidder should have handled (loading and /or unloading) including port operations and transportation through Indian Railways and ship, a minimum of 50 % of offered item quantity of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous period of twelve (12) months in one or multiple contracts during the past seven (7) years, reckoned as on the date of publication of NIT.
 - i) Bidder shall have to upload a Certificates issued (in format as per Annexure-VI) by the Competent Authorities viz. General Manager/ Chief Engineer/ Head of the Company/ Thermal Power Station from State/ Central Generation Utilities/ PSU as proof of satisfactorily fulfilling the requirements indicated in herein above along with the copies of the relevant work orders.
 - ii) Bidder shall have to upload a Certificate/ authorization letter from Port Authorities for permission to carry out port operations at the port the Bidder is Bidding to supply coal from or a commitment letter of Authorized Agent through whom Bidder will handle the port operations.

AND

- b) Bidder should have the Average Annual Financial Turnover during the last three years, ending 31st March of the previous financial year (i.e. 31.03.2022) should be at least Rs.14.10 Crores for each offered item. In support of this, the bidder shall submit a certificate issued by Chartered Accountant with UDIN - ICAI mentioned on it and the Annual Audited Accounts for applicable three years certified by the statutory Auditor.

AND

- c) The Bidder shall furnish a firm and unconditional letter of commitment for Rs.36/- Crores (Rupees Thirty Six Crores only) per offered item from any Nationalized bank / Scheduled Commercial Bank notified by Reserve Bank of India valid for minimum six months from the date of publication of NIT, to meet the fund requirement for pre-payment relating to the contract.

AND

- d) The bidder should quote for full quantity specified for the item(s) the bidder has opted to bid for. Offers for short/ part quantities shall not be considered.

AND

- e) On the due date of submission of bid, (a) the bidder including any of their Affiliate should not have been blacklisted/ banned for participation by any

entity; (b) actions such as termination/ foreclosure of contract/(s) on account of non-performance of contractual obligations should not have been taken against the bidder including any of their affiliate. The bidder shall submit an affidavit duly notarized to this effect as per **Annexure-VII**. Non-submission of affidavit along-with the bid shall render the bid disqualified. Submitting false affidavit, if found at any stage, shall render the bid disqualified and their EMD / Performance Bank Guarantee shall be liable to be forfeited.

The bids of the bidders not meeting any one or more of the above qualifying criteria shall not be considered for evaluation.

6.0 BID SECURITY (EMD):

6.1 The Bidder shall submit the Bid security i.e. unconditional EMD of amount equal to Rs. 5,00,000/- (Rs. Five Lakhs only) online along with its bid .

6.2 No interest will be paid on bid security (EMD).

6.3 Any bid not accompanied by Bid security (EMD) or having submitted shorter amount than specified under Clause 6.1 above shall be disqualified.

6.4 The Bid submitted by a bidder shall be treated invalid and the Bid security shall be forfeited:

i) If the bidder withdraws/ modify his bid within the bid validity specified in the Bid Specification.

OR

ii) The successful bidder fails to submit performance guarantee and/ or to execute contract agreement within the prescribed period in accordance with the instructions to the bidder.

OR

iii) If the Bidder does not accept the arithmetical calculation of the landed Price for evaluation of the bid.

OR

iv) If the bidder being the successful bidder fails to furnish the acceptance of Letter of Award, within the specified time limit.

OR

v) If the bidder gives any wrong/ false information/ documents in the bid for making the bid qualified (eligible).

6.5 EMD REFUND:-

i) EMD of the successful bidders shall be refunded/ returned on acceptance of Letter of Award (LOA) by successful Bidder and submission of Security Deposit & Coal Cost Deposit by the successful Bidder.

The unsuccessful bidder for this purpose means bidders who have not qualified for opening of price bid & those who have not emerged L1 bidder after opening of price bid. The EMD of all unsuccessful bidders will be refunded/ returned after submission of Performance Security Deposit by the successful Bidder.

- ii) Request for adjustment/ appropriation of earnest money/ other deposits, if any, already lying with MSPGCL in connection with other tenders/ orders shall not be entertained.
- iii) In case, the tenderer withdraws their offer during the bid validity period or after issuance of Letter of Award, then EMD amount shall be forfeited.
- iv) The EMD shall be forfeited if MSPGCL finds that the bidder has been engaged in corrupt or fraudulent practices in competing for the contract, or has concealed any material information or submitted misleading facts or statements in their bid/offer.
- v) The EMD will be refunded/ returned to all the bidders if the tender is cancelled/ dropped by MSPGCL.
- vi) The EMD will be refunded/ returned to all those bidders who do not fulfill the Qualifying Requirement.

7.0 VALIDITY OF BIDS:

Offers/bids should be valid for a period of at least 90 days from the date of their opening. Bids with shorter validity shall be liable for rejection at the discretion of the MAHAGENCO.

8.0 COST OF PREPARATION AND SUBMISSION OF BID/OFFER

The Bidder shall bear all costs associated with the preparation and submission of bid /offer and MSPGCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9.0 PREPARATION AND SUBMISSION OF BIDS

I. Purchase of Tender Document

Tender documents can be purchased online only and downloaded from the e-procurement /MSPGCL website by making online payment of tender document fees.

II. Requirement to Read the Tender Document by Bidder

The Bidders are requested to go through all the contents of Tender documents thoroughly before submission of their bids/offers.

III. Language of Bids

The bid offer should be prepared in English only.

IV. E-tendering

- a) For participation in e-tendering module of MSPGCL, it is mandatory for prospective bidders to get registration on the website (<https://eprocurement.mahagenco.in>). Therefore, all prospective bidders are advised to get registered by making online payment of the prescribed registration fees at the earliest.
- b) The registration fees for the e-procurement/ MSPGCL website should be borne by the bidders and no exemptions are allowed in registration fees.
- c) Service and gateway charges as applicable shall be borne by the bidders.

- d) The bidders are required to sign their bids online using Digital Signature Certificates (DSC). Bidders are therefore advised to obtain the same at the earliest without waiting for the due date.
- e) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit e-procurement/ MSPGCL website indicated in NIT.
- f) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- g) Bidders are requested to visit e-procurement/MSPGCL website regularly for any clarifications and/or amendments and/or due date extension.
- h) Bidder must positively complete online e-tendering procedure at e-procurement/ MSPGCL website indicated in NIT.
- i) MSPGCL shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the e-procurement/MSPGCL website for any reason whatsoever.
- j) The Bidder shall invariably upload the scanned copy of the Power of Attorney in the favour of the person who is signing and submitting the bid/ offer on behalf of the Bidder.

V. Submission Procedure

- a) Bidder must positively complete online uploading of e-offer (QR, EMD, Techno-Commercial Bid & Price Bid) at the e-procurement/MSPGCL website indicated in NIT and as per instructions thereon.
- b) The bidder shall also ensure that prices/rates are given strictly in accordance with the proforma of the tender document, i.e., Annexures II (A) and II (B) to the Bid Specification.
- c) No alterations/corrections in the bid document are permitted.
- d) Each bidder shall carefully examine the Bid Specification and shall independently fully inform and satisfy itself as to all the conditions and matters, which in any way may affect the work specified in the Bid Specifications or costs thereof. Failure to furnish all information required by the Bid Specifications or to submit a Bid not substantially responsive to the Bid Specification in every respect will be at the bidder's risk and may result in the rejection of the Bid.
- e) Each bidder shall use the User ID and Password, to login to the system and view the Bid Specification. Each bidder is required to go through the Bid Specifications thoroughly before bidding.
- f) Bidders shall then fill the details required for the Techno-commercial Bid and Price Bid within the timelines indicated in NIT.

- g) The scanned copy of the EMD paid shall be uploaded along with techno-commercial bid. In case of non-receipt of the on-line Bid as per this Bid Specification (including the time period stipulated in NIT) or the EMD, the Bid shall be considered void.
- h) It should be noted that the Price Bid shall be submitted only through the e-tendering platform. No physical Price Bid shall be submitted. In case a bidder submits physical Price Bid(s), such Bid shall be summarily rejected.
- i) The MAHAGENCO may at its own option decide to place order on one or more parties. The bidder confirms and shall be deemed to have accepted by submission of the on-line Bid that (i) a part order i.e. an order for coal quantity lesser than that for which the offer is made, shall be acceptable to, and binding, on the bidder at the rates, terms and conditions, quoted in the on-line Bid; (ii) in the event of placement of part order, and their delivery period shall be solely at the discretion of the MAHAGENCO and the same shall be binding on the bidders and not lead to any change in the pricing.
- j) **TIMELY SUBMISSION OF OFFER:** It is advisable to submit the digitally signed offer sufficiently in advance of due date & time so as avoid last minute trafficking at server. Offer received after the due date and time of submission shall not be accepted. In case, the due date of opening of tender happens to be holiday, the offer shall be opened on the next working day at the same time.

VI. Submission and Opening of Techno Commercial Bid :

Bidders must positively complete online e-tendering procedure at the website indicated in NIT.

Following documents are to be uploaded on the e-procurement website.

- a) The duly filled techno-commercial bid in the form of annexures & schedules (downloaded from website and filled as per instructions). Terms & conditions filled in bid questionnaire shall be treated as final. Requisite documents should only be uploaded.
- b) Latest revision of Bid Specification published by the Mahagenco (duly sealed and signed by bidder on every page).

VII. Performance/Experience Records of Bidder

(Already incorporated in QR)

VIII. Price bid

- a) Bidder shall have to submit the **Price bid online only**
- b) Physical submission of price bid shall not be considered.

- c) The item wise single rate inclusive off GST shall quoted online in Rs. per MT and detail breakup of quoted rate in the format of price bid (Annexure-II (A) and/ or Annexure-II (B)) shall be uploaded along with price bid.
- d) The price bid of techno-commercially qualified bidder shall be opened online at the notified date and time. Bidders can view the price bid opening date by logging into e- tendering web site indicated in NIT.
- e) The bidder's quoted price must strictly be in INR and the same shall remain FIRM till successful completion including extension period of the contract.
- f) The single rate inclusive of GST quoted online in Rs. per MT and Total rate (with activity-wise rate break up) mentioned in format of price bid (Annexure-II (A) and/ or Annexure-II (B)) uploaded along with price bid shall be same.
- g) It is obligatory that prices/ rates be quoted clearly indicating each element in the Price Bid of the tender.
- h) Participating bidder shall submit only one bid against any particular tender.
- i) The offers with prices quoted in slab basis unless otherwise specified in tender specification may not be considered.
- j) The Bidders shall quote the prices/ rates only in the unit specified in Price bid.
- k) Words like 'ETC' /etc. anywhere shall not be entertained. Any charges as may be applicable as per laws in force must be clearly specified otherwise any such hidden charges, even if statutory charges, shall not be payable by MSPGCL and statutory compliance will be the responsibility of the bidder in the event of any order.

10.0 OPENING OF BIDS

- a) Tender shall be opened on the due date and time as notified, in the presence of the bidders or their authorized Representative possessing necessary authority letter from the bidder who may be present.
- b) If the due date of submission/opening of tender documents is declared a holiday by the Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.
- c) The tender opening shall be continued on subsequent days in case the opening of all the tenders is not completed on the day of opening.
- d) It may please be noted that the due date/time of opening can be altered/extended, if desired by the MSPGCL, without assigning any reason thereof. However, due intimation shall be given in such a case.

11.0 POST BIDDING CORRESPONDENCE:

The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of bids unless otherwise sought by the MAHAGENCO.

12.0 DEVIATION FROM TERMS & CONDITIONS

Bidders are not permitted to submit deviation in any technical specifications and the terms & conditions of tender.

13.0 DOCUMENTS CONSIDERED FOR EVALUATION

The Techno Commercial Bid, Price Bid, other documents if any as issued with tender document and any subsequent amendment (s) issued should be submitted by the bidders duly filled as per instructions given therein. Please note that the above documents shall only be considered as the offer of the bidder. Any other supporting documents/ printed terms conditions as submitted by the bidder shall not be given any cognizance for evaluation of the offer.

14.0 DELAYED/ LATE SUBMISSION OF BID

- i. The Bidder shall have to ensure that bid is submitted as per the prescribed schedule. MSPGCL shall not assume any responsibility for any unforeseen delays like delay in getting registration on **e-tendering website i.e. <https://eprocurement.mahagenco.in>** or problem in uploading documents on website due to internet problem etc. No extension in time shall be granted on such grounds. Mahagenco's decision in the matter shall be final and binding.
- ii. Bids received after due date and time of submission shall not be accepted on any pretext whatsoever, even though; the process of opening and reading of offers is not completed.
- iii. Offers received late on any account will not be considered.

15.0 PRINTED TERMS & CONDITIONS OF BIDDERS

Bidders printed terms and conditions in the offer/ documents will not be considered as forming part of the offer and shall also not be considered for evaluation.

16.0 GST/ OTHER TAXES- REQUISITE CERTIFICATE

Wherever applicable, the bidder should invariably submit valid GST Registration Certificate and type of registration i.e. registered dealer, non-registered dealer or composite scheme registered dealer & HSN/SAC code for the tendered works/services.

17.0 INCOMPLETE BIDS

Incomplete, obscure or irregular bids are liable for rejection.

18.0 RIGHT TO REJECT THE TENDER

MSPGCL reserves the right to reject any or all the tenders without assigning any reason thereof. The bidder should not enter into any correspondence with MSPGCL unless otherwise sought by MSPGCL. Any canvassing in any form shall not be entertained and such offers will be rejected.

19.0 AMBIGUITIES IN CONDITIONS OF BIDS

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid/offer, interpretation as may be, advantageous to the MSPGCL will be considered, without any reference to the bidder. The bidder shall be solely responsible for this.

20.0 REVERSE AUCTION / BIDDING:

The tender will be floated with the provision of reverse bidding. In reverse bidding (auction) process, the bidder has to quote on the base value declared by Mahagenco in the decrement of step of **Rs.10/-** (Rupees Ten only) and value will be rounded / truncated up to 2 decimal digits.

- a) **Minimum three** number or fifty percent of number of qualified bidders who have quoted lower rates (whichever is higher) will be eligible for participating in reverse bidding process.
- b) In case of only two (2) bidders qualify then both the bidders will be allowed to participate in the reverse bidding & reverse bidding will be carried out with two bidders for getting competitive rate.

21.0 CONFLICT OF INTEREST

A Bidder shall submit only one Bid. It is further clarified that any of the Parent/ Associate/Affiliate/Ultimate Parent of the Bidder shall not separately participate directly or indirectly in the same bidding process

A Bidder shall not have conflict of interest that affects the Bidding Process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process in the event of followings-

- I. Such Bidder, or any Parent/ Associate/ Affiliate/ Ultimate Parent Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Parent/ Associate/Affiliate/Ultimate Parent thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Parent/ Associate/Affiliate/Ultimate Parent; or
- II. Such Bidder or any Parent/ Associate/ Affiliate/ Ultimate Parent thereof having common management control in other participating bidding company or any of its Parent/ Associate/Affiliate/Ultimate Parent participating in the same bid.

- III. Such Bidder has the same legal representative for purposes of their offer as any other participating Bidder for the Bidding process in consideration; or
- IV. Such Bidder or any Parent/ Associate/ Affiliate/ Ultimate Parent thereof has participated as a consultant to the Company (MSPGCL) for the purpose of preparation of any documents, design and/or technical specifications for the tender in which that bidder is participating.
- V. If any legal, financial or technical consultant/adviser of the Company (MSPGCL) in relation to the bid for which bidders are submitting their offers, is engaged by any participating Bidder Member or any Parent/ Associate/ Affiliate/ Ultimate Parent thereof, as the case may be, in any manner, for matters related to or incidental to its Bid.
- VI. If such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of each other.
- VII. In case of the Bidder is a holding company having more than one independent units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.
- VIII. If bidding firm or their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to the tender or execution of contract.
- IX. If improper use of information obtained by prospective bidder from the procuring entity with an intent to gain unfair advantage in procurement process or for personal gain.

“Affiliate” shall have the meaning given to it in Clause 3.5 of Section I of Bid Specifications.

For avoidance of doubt, it is stated that the aforementioned provisions pertaining to the Conflict of Interest shall not be applicable for the following cases of:

- a) The business associations between the participating Bidders and/or any legal, financial or technical consultant of MSPGCL existing prior to the commencement of the Bidding Process for this contract.
- b) For the matters not incidental to this contract, the business associations between the participating Bidders and/or any legal, financial or technical consultant of MSPGCL, that commenced post the publication of the NIT by MSPGCL.
- c) For the matters incidental to this contract, the business associations between the participating Bidders and/or any legal, financial or technical consultant of the MSPGCL, that commenced post the conclusion of the Bidding Process.

All bidders shall submit an undertaking as per Annexure-XII along with online bid.

22.0 DISQUALIFICATION OF BIDS

- I. Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of MSPGCL, a Bidder shall be disqualified and its Bid Proposal shall be dropped for further consideration if any of the following is observed of the bid/offer:-
 - a) Misrepresentation in the Bid Proposal.
 - b) Failure to provide necessary and sufficient information as required and asked for in the Bid Document.
 - c) A winding up/insolvency or other proceedings of a similar nature against the bidder, is pending.
 - d) Ceases to fulfill the prescribed qualification criteria mentioned in the tender at any point during the Bidding process and as per terms of the Tender Document.
 - e) If any such information, which would have entitled MSPGCL to reject or disqualify the relevant bidder, becomes known to it even after the bidder has been qualified and their bid has been opened.
 - f) Have breached any terms of the bid document.
 - g) Bidder is blacklisted / banned for participation by Govt. entities in Thermal power generation, CIL subsidiaries or Govt. Company having coal transportation business.
- II. After necessary due diligence the bidder may be disqualified and its Bid Proposal shall be dropped from further consideration if past performance has not been found satisfactory against previous orders of MSPGCL and/or successor companies of MSEB. Some attributes to the poor performance of the bidder are like but not limited to non-execution of previous order(s) or abnormal delay in completing the scope of work/service.

23.0 ACCEPTANCE OF BIDS:

- 23.1 The MAHAGENCO reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof.
- 23.2 The MAHAGENCO reserves the right to place order on more than one bidder for any quantity.

24.0 EVALUATION AND AWARD CRITERIA:

The offers shall be evaluated considering the following components of the Price bid.

- a) Rate quoted by bidder as per Annexure-II (A) and/ or Annexure-II (B) for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, in

Odisha to Nasik and Bhusawal thermal power stations in Maharashtra by Rail-Sea-Rail route

- i. Handling Cost at Loading Port (Unloading from railway rakes and allied Railway related charges, Intra Port Shifting, Labour Charges, Plot rent, Berth Hire, Loading in to vessel, Other Port Charges etc. and charges related to all allied activities thereof.) including GST.
 - ii. Ocean Freight from Load port to Unloading/ Discharge port including GST.
 - iii. Handling Cost at Unloading/ Discharge Port (Unloading from Vessel, Berth Hire and Other Port Charges, Plot rent, Intra Port Shifting, Loading into railway rakes and allied Railway related charges, Labour Charges, etc. and charges related to all allied activities thereof.) including GST.
 - iv. Other Scope of work including Liasoning and Supervision, insurance etc. and Other incidental charges including GST.
- b) Railway Freight from Unloading/ Discharge Port to Destination TPS shall be considered by MSPGCL as per the Rail freight table for the distance in Km indicated by the bidder in the bid, from Unloading/ Discharge Port to Destination TPS and charges thereon as on date of opening of techno-commercial bid.

The landed price from Loading Port to Destination TPS i.e. (a) + (b) shall be considered for evaluation and reverse auction thereof.

The Bidder with the lowest Landed price from Loading Port to Destination TPS (Rs./MT) as calculated by Mahagenco as aforesaid shall be the Lowest Bidder (L1). Whereas for all contractual purposes the Landed price without railway freight shall be considered.

The technically & commercially responsive and evaluated lowest bidder (L1) after completion of Reverse Auction shall be considered for award.

25.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of award of contract shall be communicated to the successful bidder by Letter of Award (LOA) by Registered Post/Air mail or hand delivery or Email or Courier as the MAHAGENCO deems fit. In case of issuance of LOA by Email the same shall be followed by letter of confirmation by Registered Post/ Air Mail. It shall be noted that the contract shall be concluded on notification of award of contract.

26.0 SUBMISSION OF PERFORMANCE BANK GUARANTEE & BANK GUARANTEE TOWARDS COST OF THE COAL, SIGNING OF CONTRACT:

The successful bidder shall submit Security-cum-Performance Bank Guarantee as per Annexure-III (A) and Security-cum-Bank Guarantee towards Cost of Coal issued as per Annexure-III (B) by any Scheduled Commercial Bank notified by Reserve Bank of India and drawn anywhere in India but must be payable at Mumbai branch only, within 7 days of notification of Award of Contract (issuance of Letter of Award) by the MAHAGENCO. Failure of the successful bidder to complete the requirement of submission of both the aforesaid Bank Guarantees shall constitute a sufficient ground for annulment of the Award and result in forfeiture of the Bid security (EMD). The Contract agreement shall be executed between the MAHAGENCO and successful bidder within 10 working days of date of acceptance of the both the aforesaid Bank Guarantees at the office of the MAHAGENCO or on the date and time mutually agreed upon in the prescribed format (enclosed hereto as Annexure-V). All costs and expenses in respect of execution of the contract including stamp duty costs (if any) shall be borne by the successful bidder.

27.0 DOCUMENTS:

The Bid Specification warrants submission of several documents to establish that a bidder meets the technical, commercial and qualifying requirements. **The bidder is requested to take special note of this for submission of these required documents along with the bid, failing which, the bid may be rejected.**

28.0 RIGHT TO CANCEL THE BIDDING:

The MAHAGENCO reserves the right to cancel the bidding process without assigning any reason for such decision. The MAHAGENCO shall not be liable in any manner whatsoever to any bidder on account of such cancellation.

29.0 GOVERNING LAW AND JURISDICTION

This Bid Specifications shall be governed and construed in accordance with the laws of India. The courts in Mumbai shall have exclusive jurisdiction to decide any disputes arising out of or in relation to the tender and the Bid process.

**TRANSPORTATION OF 3.2 LMT RAW/WASHED COAL FROM
M/S. MAHANADI COALFIELDS LTD, ODISHA TO NASIK AND BHUSAWAL
THERMAL POWER STATIONS IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE**

SECTION – II: GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

The following words and expressions shall have the meaning assigned herein below unless it be repugnant to the context or meaning thereof.

- 1.1 “Applicable Laws”** means any law, rule, regulation, ordinance, notification, circular, order, code, treaty, judgment, decree, injunction, directive, policy, guidelines, permit or decision of any central, state or local government, authority, agency, court, tribunal, regulatory body or other body having jurisdiction over the Contractor, MAHAGENCO, the subject matter of the Contract or the matter(s) in question, as in effect from time to time.
- 1.2 “Bid”** shall mean the bid submitted by the Contractor in response to bid specification no. MAHAGENCO/CE/FM/RSR/2022-23/T-01 issued by the MAHAGENCO.
- 1.3 “Bid Specifications”** shall mean the bid specification no. MAHAGENCO/CE/FM/RSR/2022-23/T-01 issued by the MAHAGENCO including any revisions or amendments made thereto by the MAHAGENCO.
- 1.4 “BIS”** shall mean Bureau of Indian Standards.
- 1.5 “Coal” or “Goods” or “Material”** means coal from Mahanadi Coalfield Limited.
- 1.6 “Contract” or “Agreement”** means this Coal Transportation agreement entered into between MAHAGENCO and Successful Bidder in the form set out in relevant Annexure to the Bid Specification, including all schedules, attachments and appendices thereto and all documents incorporated by reference therein and including any amendments effected to such contract from time to time in accordance with the provisions thereof.
- 1.7 “Contract Price”** means the price payable per MT of coal, delivered at the Destination TPS to the MAHAGENCO in accordance with the terms of the Contract.
- 1.8 “Destination Thermal Power Stations” or “Destination TPS”** shall mean one or more of the following thermal power stations of the MAHAGENCO at which the Contractor is required to deliver the coal to the MAHAGENCO in accordance with the terms of the Contract: Nashik TPS and Bhusawal TPS. The Destination Thermal Power Stations shall be specified in the Contract.
- 1.9 “Discharge Port” or “Delivery Port”** shall mean the port specified by the Bidder in Price Bid for particular Destination TPS and as stipulated in the Contract.
- 1.10 “Load Port”** shall mean the Paradip port, Odhisa.

- 1.11 “Losses”** shall mean all losses, damages, liabilities, costs (including legal fees, costs and expenses), charges, interest, penalties, and expenses of any kind whatsoever and all losses, damages, costs and expenses incurred or suffered, including in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.
- 1.12 “Mahagenco” or “MAHAGENCO” or “MSPGCL”** means the Maharashtra State Power Generation Co. Ltd., Mumbai, a Govt. company formed as per the provisions of the Maharashtra Electricity Reforms Transfer Scheme, 2005 and registered under the provisions of the Companies Act, 1956 having its registered office at 2nd Floor, Prakashgad, Plot No. G-9, Prof. A.K. Marg, Bandra (East), Mumbai – 400 051, India.
- 1.13 “Notification of Award of Contract” or “Letter of Award (LOA)”** shall mean the official notice/ letter issued by MAHAGENCO notifying the Contractor that its bid has been accepted.
- 1.14 “Party”** shall refer to either the Bidder or the MAHAGENCO and **“Parties”** shall refer to both of them.
- 1.15 “Bidder” or “Contractor”** means the successful bidder to whom the LOA is issued by the MAHAGENCO and with whom the order for the supply is placed and shall be deemed to include Bidder’s successors (if approved by the MAHAGENCO), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract.
- 1.16 “Services”** means services such as delivery of coal to Destination TPS, Liasoning, Movement/ Transportation, Handling, Insurance and any other Incidental Services.
- 1.17 “Goods Receipt Note (GRN)/ Stores Receipt Note (SRN)”** means a document issued by the Stores Authority of the relevant Destination Thermal Power Station regarding the quantity of coal received at such Destination Thermal Power Station, and the amounts payable to the Contractor after making the necessary price adjustments for the various quality parameters such as Grade of Coal, Moisture etc.
- 1.18 “ADB”** – means Air Dried Basis. Reporting of any parameter on “ADB” implies that laboratory tests sample has been prepared in accordance with BIS specification “IS 436 part I section I of 1964”, clause No.10 and then air dried in accordance with BIS specifications, IS 1350 (Part I)-1984, Clause No.4.2.3 and analysed for the required parameters.
- 1.19 “Appellate Authority”** Shall mean the Chairman and Managing Director, Mahagenco.
- 1.20 “ARB”** –means As Received Basis. Parameter reported on As Received Basis implies that parameters determined on Air Dried Basis are converted on as-received moisture or total moisture content of the consignment.
- 1.21 “ARR”** – means All Rail Route.

- 1.22 “**ASTM**” means the American Society for Testing & Materials.
- 1.23 “**Basic Price**” shall mean, in relation to a Declared Grade / GCV band of Coal produced by MCL, the Pithead price notified from time to time by CIL or MCL, as the case may be;
- 1.24 “**Business Day**” shall mean any day except any Sunday, or any day which is a legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.
- 1.25 “**Coal**” means non-coking as well as coking coal, produced domestically and categorized into different classes, grades/ GCV bands and sizes, as per the notification / order issued for such purpose by Government of India (GoI) / CIL / MCL.
- 1.26 “**Declared Grade/ GCV Bands**” means the particular grade / GCV band (s) of Coal mined from any seam or section of a seam in the MCL’s collieries from which Coal is produced and supplied under Coal Supply Agreement /MOU between MAHAGENCO and MCL, as declared by MCL.
- 1.27 “**Loading Point**” means any of the Loading Point/s, as the case may be, in the designated area of the MCL.
- 1.28 “**Equilibrated Basis**” means determination / computation of various quality parameters such as but not limited to ash, volatile matter, fixed carbon, Gross Calorific Value etc., expressed at Equilibrated Moisture level determined at 60% relative humidity (RH) and 40 degree Celsius (⁰C)
- 1.29 “**Equilibrated Moisture**” means moisture content, as determined after equilibrating at 60% relative humidity (RH) and 40 degree Celsius as per the relevant provisions (relating to determination of equilibrated moisture at 60% RH and 40 degree Celsius) of IS 1350 of 1959 or amendment thereof.
- 1.30 “**FOR Destination TPS**” shall mean “Free on Rail Destination TPS”
- 1.31 “**IS**” means the standard specifications issued by the Bureau of Indian Standards (BIS)
- 1.32 “**Kcal/Kg**” means Kilo Calories per Kilogram.
- 1.33 “**MT**” means Metric Tonnes.
- 1.34 “**GCV**” means Gross Calorific Value of the raw/washed coal expressed in terms of Kcal/Kg.
- 1.35 “**GCV (ADB)**” means Gross Calorific Value on Air Dried Basis measured by using bomb calorimeter as per BIS/ASTM in Kcal/Kg.
- 1.36 “**Surface Moisture**” means the moisture content present in Coal that is derived as the difference between Total Moisture and Equilibrated Moisture, and expressed in percentage terms

1.37 “IM” means Inherent Moisture in the coal on ADB. Inherent moisture is the residual moisture remaining in coal particles once the surface or free moisture has been removed. It is a part of the chemical composition of coal. It is also called the seam moisture. Unit is in percentage (%).

1.38 “TM” means the total moisture content (including surface moisture) expressed as percentage present in Coal and determined on as delivered basis in pursuance to IS.

1.39 “GCV (ARB)” means gross calorific value on as-received basis in Kcal/Kg

$$\text{GCV (ARB)} = \frac{(100 - \% \text{ TM})}{(100 - \% \text{ IM})} \times \text{GCV(ADB)}$$

1.40 “Grade” means the grade / class in which the coking and non-coking Coal is categorized and / or to be categorized in terms and in accordance with the relevant notification by Government of India and published in Gazette of India

1.41 “R-S-R or RSR” means Rail Sea Rail.

1.42 “MCL” means Mahanadi Coalfields Limited, Talchar, Odisha.

1.43 “IIA” shall mean Independent Inspection Agency

1.44 “RR / eT-RR” means Railway Receipt issued by the Indian Railways.

1.45 “Tare Weight” means Unladen Weight of wagons weighed in weighbridge situated at Destination TPS.

1.46 “Unloading Point” means the place/ point at the Destination TPS.

1.47 “Year” means the financial year commencing on April 1st and ending on the following March 31st and “Quarter” means the respective three monthly periods, namely April to June, July to September, and so on

1.48 “Protocol” shall mean

- a. Joint Witnessing of weighment and signing on the weight of coal & signing on register.
- b. Joint Witnessing of sample collection, reduction, sample preparation and packing and signing on the sample packet and register.
- c. Joint Witnessing of analysis of TM & Fines at TPS Laboratory and signing on the result and register.
- d. Joint Witnessing of proximate analysis at IIA’s NABL Laboratory or Mahagenco’s Nagpur Laboratory and signing on result and register.

2.0 INTENT OF THE CONTRACT:

The transportation of coal from (MCL) through RSR route is envisaged to improve materialization, in turn to improve the generation. The failure on account of delay, quantity and quality has adverse effect on generation of electricity. Therefore, the

Contractor should deliver the coal strictly as per specification and delivery schedule in accordance with the terms and conditions of the Contract.

3.0 QUANTITY & PERIOD OF CONTRACT:

The contracted quantity for transportation of coal by Rail-Sea-Rail route shall be 0.8 Lakhs MT per month per TPS for Nasik and Bhusawal TPS i.e. Total 1.6 Lakhs MT per month for 2 months with provision for extension up to 50%. The actual quantity may vary depending upon availability of coal from MCL.

The contract period shall be 9 (Nine) months from the date of LOA (Letter of Award) including extension, if any.

The contract stands concluded with the issuance of LOA. The complete quantities shall be delivered at the earliest possible time. Mahagenco does not guarantee the quantities to be handled due to either changes in the quantities and source or due to any other operational reasons. Mahagenco reserves its right to vary the quantity as required by them from time to time and shall intimate 15 days in advance to the Contractor about the variation in quantity of coal to be handled.

The Contractor shall have no right to make any claim whatsoever in case of any variation in the quantity handled.

The contract may be extended further up to 50% of contractual quantity at the sole discretion of Mahagenco within a period of 1 (one) year from the date of LOA (Letter of Award).

4.0 COMMENCEMENT:

On issuance of LOA / Order, the successful bidder shall submit Security Deposit/ Bank Guarantees' towards Performance Security Deposit and Coal Cost within 7 (seven) working days. The Contract shall be executed amongst the Mahagenco and successful bidder within 10 (ten) working days of date of acceptance of the bank guarantee bonds towards Performance Security Deposit and Coal Cost at the office of the Chief Engineer (Fuel Management), Mahagenco or on the date and time mutually agreed upon, in the prescribed format in bid specification. All costs and expenses in respect of execution of this contract including stamp duty costs and taxes (if any by whatever name called) shall be borne by the Contractor. The contract stands concluded with the issuance of LOA. The lifting of raw/ washed coal from MCL area shall commence within 15 working days from the date of issuance of LOA. In case of failure to ensure commencement of lifting within stipulated period damages of 0.1% of the total value of contract for each weeks delay or part thereof shall be levied.

The permission for lifting of MCL coal will be given only after receipt of the bank guarantee bonds towards Coal Cost in prescribed format.

5.0 SCOPE OF WORK:

5.1 The scope of work in general comprises as follows:

- a) Follow up with MCL, railways, port authorities to deliver the tendered quantity and work pertaining to movement of the tendered quantity of coal from MCL coal fields to Destination TPS by Rail-Sea-Rail mode.
- b) Arranging of wagons at MCL colliery end loading points and Delivery Port on behalf of Mahagenco. Getting coal loaded into wagons by MCL at colliery end and loading of coal into wagons at Discharge Port for further movement to Destination TPS. Unloading rakes/ loading into ships at Load Port. Similarly unloading ships and loading into railway rakes at Discharge Port.
- c) Receipt, internal surface movement and stacking of coal at Load port and Discharge Port by deploying labors and machinery and equipment required shall be the responsibility of the Contractor . Making necessary payment to Port authorities for use of mechanized facility, if available, for loading/ unloading of ship and shall meet any other miscellaneous expenses as required, without any extra cost to MAHAGENCO.
- d) Monitoring movement of coal from colliery end loading points to Destination TPS.
- e) Controlling quality determination, quantity loss and pilferages in the entire chain from sampling and weighment at MCL end up to Destination TPS. The Contractor is responsible for the quantity and quality of coal received and delivered.
- f) Payment of ocean freight to respective authorities/ owners shall be on account of Contractor.
- g) Payment of port charges both at Load Port and Discharge/ Delivery Port to respective authorities as per the rules and regulations shall be on account of contractor.
- h) Avoiding delays and diversion in rake movement. Lodging claims for missing wagons and diverted wagons.

5.2 RESPONSIBILITIES OF CONTRACTOR:

- 5.2.1 The CONTRACTOR shall acquaint himself of the complete procedures relating to the movement of coal by rail route / sea route and shall also ascertain about the changes in procedure from time to time from the concerned authorities.
- 5.2.2 The CONTRACTOR shall liaise with the MCL/Railways and shift operators/ in-charge and monitor loading of coal into railway wagons. The CONTRACTOR should supervise loading and bring it to the notice of the concerned any deficiency either by way of short loading or by way of loading of stones and extraneous material. Any bottlenecks in the loading shall be immediately taken up with the concerned authorities.

- 5.2.3 The CONTRACTOR shall furnish various returns/ statements to MAHAGENCO as prescribed from time to time in hard as well as soft copy.
- 5.2.4 The CONTRACTOR shall keep himself apprise and be thoroughly conversant with the rules and regulations of the Railways, Coal companies, Port authorities and other related agencies.
- 5.2.5 At the end of the contract, the CONTRACTOR should ensure that there are no dues with Railways regarding freight / penal freight under this contract.
- 5.2.6 The CONTRACTOR shall also monitor the movement of coal rakes so that there is no undue hold up en-route or uncalled for diversion of rakes to other consumers.
- 5.2.7 The RRs shall be collected by the CONTRACTOR and shall ensure to make claims with the Railways for missing wagons. MAHAGENCO will assist wherever necessary and possible, by giving required letters etc. Such assistance shall not absolve the CONTRACTOR of his responsibilities to execute the contract as per provisions thereof. Payment of service charges shall be made only for the quantity actually received at DESTINATION TPS.
- 5.2.8 The CONTRACTOR shall arrange match delivery in respect of wagons booked to DESTINATION TPS and diverted to other power stations by railways. MAHAGENCO payment towards supplies shall be limited to the actual supplies received at DESTINATION TPS and the CONTRACTOR shall not claim payment for undelivered wagons.
- 5.2.9 The CONTRACTOR shall abide by all instructions and directions issued to him by MAHAGENCO or the authorised officers in respect of the execution of the contract.
- 5.2.10 The CONTRACTOR should at all-time have a well-organized establishment with experienced and qualified staff for proper administration and supervision of various activities as per the contract.
- 5.2.11 The CONTRACTOR shall adequately insure his staff and other enabling services at his cost for the entire period of contract against accident, fire hazards as well as third party insurance covering men/ materials/ equipment etc., engaged for the work. The CONTRACTOR shall indemnify MAHAGENCO for any losses arising out of the above operations on account of such reasons.
- 5.2.12 The CONTRACTOR shall whenever required at his cost ensure proper printing and stationery materials according to the formats prescribed by MAHAGENCO.
- 5.2.13 The CONTRACTOR shall ensure to place rake indents to the appropriate railway authorities for placement of empty rakes in time at loading siding of the MCL and the discharge port. Any charges claimed by the railways towards additional/ penal freight, idle freight, overloading charges, demurrage, load adjustment charges etc. shall be borne by the contractor.
- 5.2.14 The CONTRACTOR shall ensure as far as possible that the wagons/ rakes which are booked to DESTINATION TPS of MAHAGENCO will not be diverted by the Railway Authorities. The CONTRACTOR shall convince the

Railway Authorities on behalf of MAHAGENCO not to divert any of the rakes allotted and booked for DESTINATION TPS of MAHAGENCO.

Despite its efforts, if the Railway Authorities divert any of the rakes, the CONTRACTOR shall immediately inform CE(O&M) at DESTINATION TPS , DyCE-III (FM), Nagpur and CE(FM) at Mumbai of such diversion, which may be either at the dispatching end or enroute to DESTINATION TPS because of the operational difficulties. In case of such diversion of the wagons/rakes by the Railway Authorities, despite his efforts, the CONTRACTOR should furnish the details of diversion of rakes/wagons to MAHAGENCO from time to time.

- 5.2.15 The CONTRACTOR shall keep CE (O&M) at DESTINATION TPS, DyCE-III (FM), Nagpur and CE(FM) at Mumbai informed about the movement, dispatch and receipt of rakes to DESTINATION TPS of MAHAGENCO on day to day basis.
- 5.2.16 The CONTRACTOR shall deploy at least one supervisor at each loading station round the clock and in exchange yard and thereby monitor the movement of coal rakes and also keep the relevant records pertaining to the coal rakes such as empties and loaded boxes, idle hours, detention of empty wagons etc. The supervisor shall have adequate staff under him.
- 5.2.17 The CONTRACTOR shall be vigilant about the route restriction and allotment limitations imposed by the Railways, breaches, paucity of wagons etc., and keep CE (O&M) at DESTINATION TPS, DyCE-III (FM), Nagpur and CE(FM) at Mumbai duly informed on day to day basis. Whenever movement of coal rakes is affected due to Railway operational reasons such as accidents, etc., the CONTRACTOR shall obtain an endorsement from Railways specifically indicating the reasons and the period of such interruptions.
- 5.2.18 The CONTRACTOR shall ensure that coal oversize, lumpy, muddy extraneous materials shall not be loaded and dispatched. The CONTRACTOR shall further ensure that shales, stones and sand loading in coal wagons is avoided. If such non-coal materials are received at DESTINATION TPS, payment shall be made after effecting deduction in quantity for such non-coal materials.
- 5.2.19 The CONTRACTOR shall ensure that there is no en-route pilferage of coal. If, necessary CONTRACTOR shall also depute his personnel to travel along with wagons to check pilferage enroute. It is the actual weight that is recorded at Destination TPS site after necessary moisture correction as per Clause-14 of Section-II basis for payment and for assessing the performance of the CONTRACTOR.
- 5.2.20 The CONTRACTOR must always be in a position to press into effective service adequate equipment's like trucks, dumpers, Front end Loaders/Pay Loaders mobile Cranes with suitable grabs besides Heavy duty Bulldozers / Shovels in good working condition to ensure smooth shore clearance/ stacking and wagon loading, wagon unloading, intra-port transportation etc., as per stipulated standards of operations. In the event of more than one vessel discharging at a time, the CONTRACTOR must be in a position to suitably increase the number of various equipment's mentioned above. This equipment's may be either owned or controlled by him. In any case,

the CONTRACTOR shall not depend on MAHAGENCO or Port Trust for making such equipment's available to him and it shall be his sole responsibility to organize these equipment's himself.

- 5.2.21 The CONTRACTOR shall be responsible for payment of all port dues in time. It shall be the responsibility of the CONTRACTOR to abide by the regulations of the ports for the maintenance of the stockyard and to remit the plot rent and port dues in time. Any penal levy imposed by the Ports for belated payments of rent or port dues or infringement of any of the conditions shall be borne by the CONTRACTOR.
- 5.2.22 The CONTRACTOR shall be responsible for the prompt filing of the required documents and remittances to the port to enable berthing of the vessel without any delay. Detention of vessels due to delays in berthing of the vessel or due to any lapse on the part of the CONTRACTOR shall be to the account of the CONTRACTOR.
- 5.2.23 The CONTRACTOR shall be required to take all measures for sprinkling water for dust suppression at the ship's holds, at the wharf, at stack yard while loading coal into wagons as required by the port authorities. It shall be the responsibility of the CONTRACTOR for procuring the water required for the above purpose.
- 5.2.24 The CONTRACTOR shall arrange for placement of ships at Load Port for movement of MCL-coal by sea to DELIVERY PORT. The CONTRACTOR shall arrange to pay all the charges to the ship operator in respect of sea/ocean freight and any other charges. The CONTRACTOR shall arrange for loading of ship through mechanised loading system by Load port authorities. In the absence of mechanised loading system at Load port, the agency shall arrange for loading of ship by manual loading procedure.
- 5.2.25 The CONTRACTOR shall organize to get proper ships. The CONTRACTOR shall arrange suitable platforms between vessels and wharf edge, or any other system to prevent spillage of coal into channel during loading/ discharge operations and at the time of collection of coal from wharf, to the satisfaction of the port authorities. The coal shall be discharged from the vessels and transported to the stockyard at the port. The CONTRACTOR is deemed to assume all the responsibilities in the proper execution of the entire work after berthing of the vessels at ports and until delivery of entire quantity of coal at DESTINATION TPS.
- 5.2.26 The CONTRACTOR should get the area allotted from the Load port and Delivery Port Trust for stacking of coal and payment towards the plot rent shall be made by the CONTRACTOR. The CONTRACTOR should take adequate measures for dust suppression and for avoiding spontaneous combustion during storage at port areas.
- 5.2.27 The CONTRACTOR shall make arrangements for indenting wagons, placing the same in the stacking area, ensure loading of the wagons to the maximum permissible loading levels/capacity within 'free time' as per Railway Regulations, preparation of forwarding note, obtaining RRs from the Railways etc. Demurrage on detention of wagons beyond free time shall be to CONTRACTOR's account.
- 5.2.28 The CONTRACTOR shall be responsible for any damages arising out of or in consequence of negligence on the part of the CONTRACTOR or any of

his servants to any party or property of the ship or any property belonging to the port, sheds, wharf cranes, floating cranes, harbour walls, etc. or to boats, barges, lighters or tug of shapers / consignees.

- 5.2.29 The CONTRACTOR shall be in possession of necessary license from port and other Authorities for the stevedoring work or the CONTRACTOR should have working arrangement with listed Stevedores.
- 5.2.30 At Discharge/ Delivery Port, it shall be the responsibility of the CONTRACTOR to provide necessary gears, adequate labour including Dock Labour Board (DLB) labour and transport trucks (covered by tarpaulins to ensure continuous unloading without spillage) required for the works at CONTRACTOR's cost and expenses.
- 5.2.31 The CONTRACTOR shall ensure for each vessel a steady and smooth discharge rate, and for this purpose make arrangements for deploying of required sized Bulldozers and other suitable equipments for efficient collection and heaping of the cargo inside hatches for facilitating grab discharge. The CONTRACTOR should ensure that all the Anti-pollution measures are strictly implemented to the entire satisfaction of the port and other statutory authorities throughout the currency of the contract at his own cost. The CONTRACTOR should obtain from the Master of the ship, a clear certificate that full cargo has been discharged from all hatches.
- 5.2.32 The CONTRACTOR shall obtain 'No damage Certificate' from the Master of the ship in respect of gears, equipments etc., and in case of any damage caused, arrange for all repairs to the satisfaction of the Master without any claim on MAHAGENCO. All third party damages claimed by shipping companies shall be settled by the CONTRACTOR promptly without reference to MAHAGENCO based on joint survey. If any reference is made by the Shipping Companies, the amount claimed by the shipping companies shall be withheld from the bills of the CONTRACTOR till proof of settling the issues is produced by the CONTRACTOR. However, this shall be based on the joint survey report.
- 5.2.33 The CONTRACTOR shall arrange for loading / discharge of vessel immediately after berthing of the vessel. The CONTRACTOR should maintain tally of cargo as per port rules / conventions.
- 5.2.34 The CONTRACTOR shall clean the wharf as well as Railway siding regularly to the satisfaction of port and railways authorities. The Railway track should be scrupulously cleaned and spillage on roads/ wharfs / stacking area should be cleaned/ collected and stacked at the specific space.
- 5.2.35 The CONTRACTOR shall make his own arrangements for all the equipments, tools and tackles and other requirements as per Dock Safety Regulations/other statutory rules of the State Government, i.e. hand-gloves, slings, shovels, goggles, shoes, etc., and other contrivances, manual or mechanical and manpower required for the execution of the work. No priority or recommendation letter for procurement of equipments or tools and tackles shall be given by MAHAGENCO.
- 5.2.36 The CONTRACTOR should ensure that all the anti-pollution measures are strictly implemented to the entire satisfaction of the port/customs/other

statutory authorities throughout the currency of the contract at his own cost.

- 5.2.37 Cost and carriage of hand gloves/gears/drinking water etc., supplied to DLB labour, supply of petromax lights/ wooden ladders for increasing stack heights, step-ladders for loading into dumpers if required, cost of clearing the stacks and other infringements/ collection of broken pieces, chips/ dust, payment of overtime/ load charges with or without transportation by mechanical or other means, if any, shall be to the CONTRACTOR's account.
- 5.2.38 The CONTRACTOR shall fully appraise himself of all the facilities like Railway siding, lighting arrangements, equipments, etc., available with the Port Trust as also with MAHAGENCO so that, he should avail of them whenever it is possible to do so. The CONTRACTOR should however, make in advance all his required arrangements and gear up his organisation with required manning/ equipment, notwithstanding the operating facilities available with the Port Trust and/ or MAHAGENCO in order that the work is executed in the required manner, tempo and volumes as indicated above. MAHAGENCO is not bound to make available its equipment and services to the CONTRACTOR for carrying out the operations.
- 5.2.39 A list of equipment's available with the CONTRACTOR at the respective ports for handling the coal movement shall be furnished and MAHAGENCO shall have the right to inspect all the equipment offered by the CONTRACTOR and verify their ownership/ control as well as their present working conditions and other details. List of staff, the CONTRACTOR shall be deploying at MCL, Load port and Delivery port shall be furnished whenever sought by MAHAGENCO.
- 5.2.40 Adequate labour shall be employed for the purpose of sweeping and removing spillage on the wharf and within the port area as required by the port authorities.
- 5.2.41 No claims shall be entertained for whatsoever reason against any damage/ demurrage/ detention/ idle charges for transportation/ equipments, labour and other enabling facilities organised by the CONTRACTOR.
- 5.2.42 The CONTRACTOR shall ensure that the materials are stacked in such a manner as prescribed by MAHAGENCO/ PORTS/ DLB so that sufficient space/ area is provided for movement of equipment/ dumpers, etc. to prevent any fire hazards keeping in view the technical requirements as well as Dock Safety Regulations and to ensure maximum utilisation of the stacking area and siding facilities allotted for clearance and handling of coal. The CONTRACTOR should also ensure stacking of materials in such a manner as to facilitate dispatch of materials on 'First in and First out' basis in order that under no circumstances materials are allowed to be stored for more than 15 days, after discharge of each vessel. The CONTRACTOR shall be fully responsible for his failure to comply with the above requirements resulting in any deterioration/ loss to the materials on account of fire / disintegration, etc., and the surrounding/ equipment facilities, etc.,

6.0 PRICE:

All costs excluding coal cost and Railway freight, from the time of loading of the raw/ washed coal from Railway Siding of MCL up to the point of delivery of raw/ washed coal at respective Destination TPS, but including the charges towards transportation by Sea, handling, loading & unloading, port charges etc., shall be to the account of the Contractor. The price of coal as billed by MCL will be paid by MAHAGENCO directly to MCL. Railway freight will be paid by MAHAGENCO.

7.0 OPERATING OFFICER OF THE CONTRACT:

The Chief Engineer (O&M) of respective Destination TPS shall be the contract operating authority.

8.0 TRANSPORTATION: BY RAIL TO TPS's of Mahagenco:

- 8.1 At present e-payment system is available for depositing railway freight with ECoR and CR. If required new sidings can be incorporated in the existing e-payment system. In case of unavailability of e-payment system or failure of e-payment system from the points where e-payment is available, the railway freight shall be paid /deposited by the Contractor at colliery end / discharge port end in time. Same shall be reimbursed to the Contractor after submission of RR.
- 8.2 Contractor shall arrange for booking and monitoring movement of Coal up to Destination TPS. In the event any consignment is about to be dispatched to Destination TPS on freight "To-Pay basis", on account of insufficient funds, Contractor shall immediately inform MAHAGENCO for immediate rectification.
- 8.3 The Contractor shall ensure lodging of claims for missing wagons and diverted wagons and to obtain settlement or damages in this regard. Mahagenco shall however give the required assistance/ authorizations in this regard to contractor.
- 8.4 Contractor shall arrange match delivery in respect of wagons booked to TPS and diverted to other power stations by railways. Mahagenco payments towards supplies shall be limited to the actual supplies received at TPS and contractor shall not claim payment for undelivered wagons.
- 8.5 The RRs shall be collected by contractor and shall ensure to make claims with the railways for missing wagons. It shall be the responsibility of contractor to liaise with Railways and deliver the missing wagons or alternatively get the claim settled from Railways. In the event of Non- delivery/adjustment of missing wagons / diverted rakes within four months from the date of RR, Mahagenco shall recover the cost of Coal for the undelivered quantity of Coal. This recovered cost will be refunded after necessary delivery/adjustment of missing wagons/diverted rakes is made/ settled of claims by railways.
- 8.6 In case of wagons booked to TPS and diverted to other powerhouses, contractor is eligible for payment only after arranging match delivery of identical quantity and quality of Coal in place of diverted wagons of Coal within four months. All payments and recoveries shall be regulated similar to that of normal delivery cases.

8.7 In case wagons booked to other power houses and diverted to TPS by railways due to operational reasons, such wagons will not be eligible for any payment and also will not be considered for the purpose of computing damages.

8.8 **Diversion of rakes by Mahagenco:** Mahagenco may divert the rakes from designated TPS to another TPS, including thermal power stations other than the Destination TPS as per the requirement. Contractor shall agree for such diversion of rakes from designated/ Destination TPS to any other thermal power station of Mahagenco, including thermal power stations other than the Destination TPS, on intimation by Mahagenco.

9.0 **LOADING:**

9.1 Contractor shall ensure that the wagons are not over loaded. In the event the wagons are overloaded and the Railways levy penalty freight for the overloaded / under loaded wagons, the same shall be recovered from the contractor and Mahagenco shall not be liable in any manner whatsoever for the same. If the penalty levied by the Railways for under loading the wagons at any point of time, is refunded and received by Mahagenco, the same shall be passed on to the contractor after adjustment of dues, if any.

9.2 Contractor shall ensure that while loading coal at colliery end, coal is loaded to the carrying limits prescribed by the Railways and there should not be any under loading of the coal. In case the idle freight is levied by Railways for under loading of the coal the same shall be to the account of contractor. In case of under loading of the Coal by the collieries, claims will be made with Coal companies. However, the freight towards under loading shall be recovered from the contractor and Mahagenco shall not be liable in any manner whatsoever.

9.3 Contractor shall ensure dispatches of coal in full rake loads and shall comply with all documentation formalities and prescribed procedures laid down by Railways for charging freight on rake load basis only. In the event of failure to comply with above, if the Railways charge freight on wagon load basis, the excess freight so levied or incurred over the applicable freight on rake basis shall be to the account of contractor. Contractor shall facilitate to lodge claim with railways or Coal Company for refund of such excess freight and only if the Railways or Coal company refunds any amount, such refunds received from the Railways or Coal Company will be in turn paid to contractor.

9.4 The Contractor shall ensure lodging of claims with Railways for refund of any excess freight/ penalty/ demurrage.

10.0 **MAHAGENCO'S REPRESENTATIONS, WARRANTIES & OBLIGATIONS:**

10.1 Mahagenco represents that it shall issue all necessary assistance/ authorizations to contractor for the effective implementation of this contract. MAHAGENCO will assist wherever necessary and possible, by giving required letters etc. Such assistance shall not absolve the CONTRACTOR of his responsibilities to execute the contract as per provisions thereof.

10.2 Mahagenco shall pay to the contractor for the quantity of coal transported after adjusting for quality of coal as received at TPS end.

11.0 Sampling and Analysis:-

1) At Colliery/Mines end:

a) The sampling and analysis of Raw/ Washed coal shall be carried out by Central Institute of Mining and Fuel Research (CIMFR) and/ or any designated agency appointed by Apex committee at colliery ends of MCL as per relevant provisions of the Fuel Supply Agreement (FSA)/ Coal Supply Agreement (CSA) and as per the tripartite agreement signed amongst MCL, Mahagenco and CIMFR and/ or any designated agency appointed by Apex committee. Contractor shall witness activity of sampling and analysis at loading ends of MCL.

In case, if for any reasons Apex committee appoint any other designated agency for sampling purpose, sampling shall be carried out by the said designated agency and analysis at their respective laboratories and the same shall be witnessed by the Contractor.

Contractor will co-ordinate, witness & monitor sampling, preparation and analysis carried out by CIMFR and/or designated agency appointed by Apex committee.

b) For commercial purpose, coal sampling and analysis of raw/ washed coal at loading end shall be carried out as per mutually agreed procedure between Mahagenco, MCL & CIMFR and/ or designated Agency appointed by Apex committees as laid down in FSA/ CSA and tripartite agreement. The Contractor shall have to depute their representative at loading end to witness the process of sampling and analysis, at loading points.

c) Results issued by CIMFR and/ or designated Agency appointed by Apex committee for coal sampled at loading end shall be binding on Contractor and MAHAGENCO. However, as per tripartite agreement, Mahagenco and Contractor shall have the rights to dispute the sample and raise it for referee analysis through Mahagenco within time period as specified in tripartite agreement. The results of referee sample will be final and there will be no challenge to it. The names of Referee laboratory are finalised by Apex Committee, which shall be binding on the Contractor.

d) The sampling and analysis of raw coal at loading end shall be as per the provisions of FSA and tripartite agreements. Hence, Contractor shall make itself well aware of the all clauses of FSA and tripartite agreements. The copy of tripartite agreement shall be provided to Contractor on demand.

e) Tripartite agreement amongst MCL, Mahagenco and CIMFR and/or any designated agency appointed by Mahagenco for sampling and analysis at loading end is governed by Executive Committee and Apex Committee. Rules/changes/amendments whatsoever framed by both committees regarding modalities of sampling and analysis, third party lab, referee lab or any other

matter/issues in their purview shall be applicable and binding to Contractor & Mahagenco

- f) The sampling and analysis of Raw/Washed coal shall be carried out by Central Institute of Mining and Fuel Research (CIMFR) and/or designated Agency appointed by Apex committee at colliery ends of MCL as per relevant provisions of the FSA and as per the tripartite agreement signed amongst MCL, Mahagenco and CIMFR. If CIMFR withdraws sampling & analysis work in future due to any reason then, any other designated agency appointed in place of CIMFR by Apex committee or any other agency appointed by Mahagenco or any other agency appointed by Mahagenco & MCL jointly may carry out sampling and analysis of raw coal and results of the newly appointed agency will be binding on MSMC.
- g) Once the results are received from CIMFR and/or designated Agency appointed by Apex committee, same will be conveyed to Contractor through email. In case, Contractor desires to raise referee then, it will have to convey Mahagenco through email 'about the challenge along with its analysis results strictly within 5 days of the declaration of results. Mahagenco shall raise referee for those rakes. The results of referee sample will be final and shall not be subject to any challenge. It is compulsory to witness the sampling carried out by CIMFR, and/or designated agency appointed by Apex committee, to sign the protocols and to accept the sample.
- h) Contractor shall inform Mahagenco immediately about any issues in sampling or non-sampling due to whatsoever reason.
- i) If any rake/s are not sampled due to any reasons, then the results of such rakes shall be finalised as per the relevant clause of Fuel Supply Agreement (FSA).
- j) In case of availability of washed coal from MCL, the sampling & analysis procedures, as per mutual agreement between Mahagenco and MCL shall be applicable to this contract. The details of the same shall be made available to the Contractor.

II) At Un-loading / TPS end:

- a) The sampling and analysis of raw/washed coal shall be carried out at the un-loading end/ TPS end on rake-to-rake basis by CIMFR as per bilateral agreement signed amongst Mahagenco & CIMFR or any designated Agency by Mahagenco. Contractor have to appoint their qualified representatives compulsorily for witnessing the sampling, preparation, transportation and analysis of coal at unloading end.
- b) Results of coal sampled at TPS end and analysed by CIMFR/Agency shall only be considered for commercial purposes. Since all activities including sampling, preparation, transportation and analysis will be carried out jointly in presence of Mahagenco and Contractor representative, the results shall be acceptable and binding on both the parties.

- c) However, in case Contractor wish to raise disputes to the results then, referee will be allowed for GCV only. Referee request for TM% shall not be considered and the report of the IIA in this regard will be final and binding on the contractor and will not be subject to any challenge.
- d) In case of Referee challenge by Contractor, Destination TPS in consultation with Dy. CE-III (FM) office Nagpur of MAHAGNCO after deciding technical suitability of the case may or may not allow referee analysis on merit basis. In case referee analysis is not allowed, the report of the IIA will be final and binding on the contractor and will not be subject to any challenge. In case of allowance, Contractor shall have to pay the referee lab charges first within the requisite time period of 03 working days then only the sample shall be sent to referee lab for referee analysis. Any unreasonable disputes shall not be entertained by MAHAGENCO. The results of referee analysis will be final and there will be no challenge to it.
- e) Qualified representatives: Contractor shall appoint minimum BSc pass (with Chemistry as one of the subjects) representatives at each TPS to witness sampling, preparation, analysis procedures and sign joint protocol. Such representative should be well conversant with sampling, preparation and analysis techniques of coal. Contractor will get approval of names of such representative from Mahagenco prior to commencement of work. Such representatives will be accountable on behalf of Contractor for all the processes witnessed by them.
- f) If it is noted that Contractor representative does not witness sampling, preparation, analysis procedures or does not sign joint protocol at any stage of sampling, preparation and analysis then the claim of referee analysis will not be accepted for that rake or lot. Results of such rakes will be finalised by Mahagenco on the basis of CIMFR/Agency results. The same shall be binding on the Contractor and shall not be subject to any challenge.
- g) The quality of raw/ washed coal shall be determined by drawing coal samples from railway wagons on receipt at TPS before unloading, by manual method or augur machine on rake-to-rake basis as per relevant clauses of laid down procedures as per latest relevant BIS standard. The analysis of Total Moisture shall be carried out at respective TPS whereas other analysis will be carried out by CIMFR at their lab. TPS authority will take all care to keep augur machine in operation. In case of sudden breakdown or non-availability of augur machine, rakes may be allowed to sample manually.

II) Referee Charges (For TPS end only):-

A token amount of Rs. 20,000/- (Rs. 10,000/- as an administrative non-refundable cost + Rs. 10,000/- as analysis cost) towards administrative cost and cost of analysis of the Referee Sample requested by the Contractor shall be taken from the Contractor. It is mandatory for the Contractor to deposit the token amount of Rs. 20,000/- per referee sample within 3 working days from the date of written request for the Referee Sample. If the Contractor does not make a written request with proper reasons for not accepting the result within the aforementioned period of two working days or in absence of deposition of token amount within stipulated time, the

request cannot be considered and analysis results of IIA's shall be deemed to have been accepted by the Contractor and shall be binding on the Contractor.

On the receipt of the results from referee lab, difference in amount between amount of Rs.10,000/- paid towards analysis cost and actual cost of analysis of referee sample requested by the Contractor shall be adjusted accordingly.

12.0 DETERMINATION OF WEIGHT OF COAL:

12.1 On behalf of Mahagenco the contractor shall co-ordinate with MCL authorities for determination of weight of coal loaded into each rake at MCL railway siding and the contractor is responsible for delivery of the same quantity of coal at TPS as per RR.

12.2 At TPS end the Gross and Tare weight shall be taken in-motion/ static weighing facility for each wagon and the net weight shall be arrived at. In case any loaded wagon is not weighed, then the average weight of the weighed wagons in that particular rake shall be considered as the basis to arrive at the weight of such un-weighed wagons. Similarly, in case any empty wagons are not weighed after unloading, the average weight of the weighed empty wagons in that particular rake shall be considered as the basis to arrive at the weight of such un-weighed wagons. In the event of whole gross or empty rake is un-weighed in in-motion/static weighbridge, then the average weight of particular cycle (whether Gross or Tare weight) shall be considered. If there is only single rake in any cycle which is un-weighed either gross or tare then average weight of previous cycle will be considered.

12.3 The destination power station shall issue the Material Receipt Intimation (MRI), which shall indicate final weight observed at the relevant Destination Thermal Power Station (TPS) on electronic or mechanical wagon Weigh Bridge.

12.4 For the purposes of final payment to the contractor after reconciliation the actual net weight as determined by in-motion/static weighbridge at Destination TPS after necessary correction towards moisture shall be considered as final and binding on the contractor and shall not be subject any challenge. Contractor may arrange to witness the weighment carried out at TPS end.

13.0 RECONCILIATION OF QUANTITY OF COAL:

Transportation and delivery of MCL coal to Destination TPS within prescribed contractual quantity and quality limits in timely manner is the essence of the contract.

The Transit loss up to 0.5% of the total RR quantity billed by MCL shall be allowed between the total actual quantity received at the respective destination TPS and the total RR quantity billed by MCL.

The reconciliation of coal quantity and quality shall be carried out vessel wise for payment purpose.

Final reconciliation shall be carried out at the end of contract. At the end of the contract all the quantity and quality of coal delivered by the MCL during the contract period up to the last day of the contract shall be reconciled and the balance quantity shall be supplied within next 30 days. Failing to supply all the quantity lifted from MCL, the cost of coal balance with party along with Railway Freight (applicable from MCL Mine to Load Port) shall be recovered at twice the prevailing notified rate with all applicable charges, levies, taxes & duties.

14.0 DAMAGES:

a) SHORTFALL IN SCHEDULED QUANTITY:

If the entire quantity lifted from MCL end is not delivered to TPS end, then damages equivalent to the double the cost of coal (including taxes, duties, Cess, Royalty etc.) shall be levied on the shortfall quantity considering 0.5% transit loss.

b) DELAY IN DELIVERY:

Monthly Coal quantity shall be delivered at TPS's of Mahagenco within 45 days from the date of commencement of lifting from MCL. For such delayed quantity, damages shall be levied at the rate of 1% of the contract rate per tonne for the delay of each week and part thereof subject to maximum of 10 % of the total value of the contract.

c) QUALITY / GCV (Equilibrated):

The GCV difference up to 300 Kcal/Kg on Equilibrated basis shall be allowed between weighted average GCV of the billed and reconciled vessel-wise lot of coal measured at TPS end and the weighted average GCV of the corresponding lot of coal rakes measured at MCL end. If the weighted average GCV of the billed lot of coal measured at TPS end is lesser than the weighted average GCV of the corresponding lot of coal rakes measured at MCL end, then loss of GCV up to 300 Kcal/Kg will be tolerable. If the loss of GCV exceeds 300 Kcal/Kg then difference in cost of coal grade (G1 – G17) (Including taxes & duties and charges as per CIL notifications) shall be recovered and deducted from the amounts payable.

If the quality of coal in any rake at unloading end is found ungraded i.e. GCV of coal < 2200 Kcal/kg at TPS, the bidder shall be eligible for payment towards RSR transportation of that quantity of coal at the rate of Rs.1 per tonne only. Further, twice the amount billed by MCL for corresponding rake and Railway Freight at actuals shall be recovered from the contractor bills for ungraded coal received at TPS.

d) TOTAL MOISTURE (TM % - ARB): If the weighted average TM% of the billed and reconciled vessel-wise lot of coal measured at TPS end is more than the weighted average TM of the corresponding lot of coal rakes measured at MCL end, then reduction in the weight of coal measured at TPS shall be done on pro-rata basis i.e. the weight of coal measured at TPS shall be reduced by the same percentage. In addition, the Railway Freight corresponding to such weight correction shall be recovered.

e) DAMAGES FOR RECEIPT OF BURNT, EXCESSIVELY WET COAL, LUMPY COAL AT POWER STATION:

- (i) If burnt/burning coal is received at Power Station, the same will have to be manually unloaded. In the event of receipt of excessively wet coal, if the unloading by the mechanized handling system is not possible, the same shall also be manually unloaded. In such cases, the cost towards manual unloading and demurrage/penalty, if any, charged by railways with additional 15% amount as supervision charges along with applicable taxes & duties shall be recovered from the Contractor.
- (ii) Coal having size of above 250 mm shall be treated as lumpy coal. If the supplied coal is found to be lumpy in nature, then a joint protocol signed by representative of TPS & Contractor will be prepared. In case of any disagreement, the decision of the MAHAGENCO will be final and binding on the Contractor and shall not be subject to challenge. If the representative of Contractor remains absent/ refuses to sign the joint protocol, decision of Mahagenco will be final and binding on Contractor and shall not be subject to challenge. Such quantity shall not be considered for measurement. In addition, the damages of Rs.10/- per MT Plus taxes (by whatever name called), as applicable will be imposed on such quantity.
- (iii) It is Contractor's responsibility to inspect the extraneous material from the point of unloading of rakes, conveyer belts up to the crusher in presence of Mahagenco's representative and sign the joint protocol for the same. In case of any disagreement, the decision of the MAHAGENCO will be final and binding on the Contractor and shall not be subject to challenge. In absence of such inspection by the Contractor, Mahagenco's report for measurement of extraneous material shall be final and binding on the Contractor and shall not be subject to challenge.
- (iv) **Compensation for damages to Coal Handling Plant of TPS:** If the coal is received along with foreign material such as stones, concrete blocks, scrap etc. & lumps causing damages to the CHP, then loss along with applicable taxes & duties as assessed by TPS Authorities on actual basis of repairs / replacement will be recovered from contractor's bill. A joint protocol will be prepared with respect to damaged CHP parts. In case of any disagreement, the decision of the MAHAGENCO will be final and binding on the Contractor and shall not be subject to challenge. If the representative of Contractor is absent/ refuses to sign the joint protocol, decision of Mahagenco will be final and binding on Contractor.
- (v) The cost incurred by Mahagenco towards manual unloading and demurrage/ penalty, if any, charged by railways with additional amount equal to 15% of such costs as supervision charges along with applicable taxes & duties shall be recovered from the Contractor.
- f)** The Contractor acknowledges and confirms that the quantum of damages specified in this Contract are a genuine pre-estimate of damages and are not in the nature of penalty. The Contractor further acknowledges and confirms that its breach under this Contract has a direct and proximate impact on the generation and supply of electricity by Mahagenco. The Contractor further acknowledges and confirms that

mere specification of quantum of damages for certain breaches shall not preclude or limit the Contractor's liability for damages for other breaches for which damages have not been quantified in this Agreement.

15.0 BILLING and PAYMENT:

The Contractor shall ensure movement of coal in First in First out (FIFO) basis. Each rake dispatched from MCL shall be numbered sequentially; similarly, each rake received at TPS shall also be numbered sequentially starting from the 1st rake during the entire period of the contract. The contractor shall submit the rake wise bills in sequence received at TPS end. The same shall be sequentially correlated with rakes dispatched from MCL end.

The rake wise bill shall be submitted to respective TPS along with following documents for 75%% advance payment.

- a) Original MRI issued by TPS for the coal quantity received at TPS end.
- b) Copies of e-TRR/ RR's from colliery/ loading siding of MCL to Load Port and Unloading/ Discharge Port siding to TPS.
- c) Marine and Inland insurance documents

Advance payment of 75%% of the billed value within 15 days of the submission of bills.

The balance 25% payment will be released after vessel-wise reconciliation.

After reconciliation of vessel-wise quantity the Contractor shall submit request letter along with following documents for 25% balance payment.

- a) GCV and moisture analysis certificates of the vessel-wise reconciled lot measured at TPS end.
- b) GCV and moisture analysis certificate of corresponding reconciled lot measured at MCL end.
- c) Joint Reconciliation report duly signed by authorised representatives.
- d) Credit note/s for Weight and price adjustment, if any, as per Joint Reconciliation.

Balance payment shall be released within 15 days from the date of submission of the request letter along with aforementioned documents complete in all respect.

Billing procedure shall be as under.

For Advance 60% payment:-

- i) The Contractor shall submit rake wise bills in triplicate with all relevant documents to the Destination thermal power station.
- ii) The said bill shall be scrutinized and audited by TPS authority in all respect as per the terms & conditions of contract. After audit, concern TPS shall forward the Audited DV showing net advance payable for Advance payment of 75% amount of invoice to Chief General Manager (Finance) for payment purpose along with relevant documents with copy to the Office of Dy. CE – III (FM), Coal office, Nagpur for monitoring and reconciliation purpose.
- iii) O/o Chief General Manager (Finance) shall release the payment of bills within stipulated time. However, due to unavoidable circumstances if payment is not made within stipulated time, no interest shall be payable for such delay. The contractor shall not suspend operations due to delay in payment of bills by MAHAGENCO.

For Balance payment:-

- i) After vessel wise reconciliation, the Contractor shall submit request letter along with all relevant documents to the Destination thermal power station for release of balance payment of reconciled lot.
- ii) Same shall be scrutinized and audited by TPS authority in all respect as per the terms & conditions of Contract and accounted for damages if any. Audited DV showing net payable after deduction of statutory taxes & damages, if any shall be forwarded to Chief General Manager (Finance) for payment purpose along with relevant documents with copy to the Office of Dy CE - III (FM), Coal office Nagpur for record purpose.
- iii) O/o Chief General Manager (Finance) shall release the balance payment of bills within stipulated time. However, due to unavoidable circumstances if payment is not made within stipulated time, no interest shall be payable for such delay. The contractor shall not suspend operations due to delay in payment of bills by MAHAGENCO.

16.0 TERMINATION & SHORT CLOSURE OF CONTRACT:

16.1 Termination: Mahagenco, at any time on breach of any of the terms and conditions of this contract by bidder, may issue a written notice of such breach and if bidder does not take appropriate measure to the satisfaction of Mahagenco to act upon and rectify such breach, within a period of 7 days after issuance of such notice, then Mahagenco may issue the termination letter at any time thereafter and the contract shall stand terminated on 7th day from the date of termination letter.

16.2 Short closure: Mahagenco reserves right to short close the contract by giving 7 days prior notice without specifying any reason and such short closure shall

be binding. The Mahagenco shall not be liable to the Contractor for any Loss, costs, damages or expenses, on account of the short closure of the Contract

After the date of termination letter/ short closure, the contractor should continue to move and deliver all the coal to TPS, already lifted from MCL.

Termination of the Contract shall not affect the rights, remedies and liabilities of the parties accrued prior to termination. All provisions, which either expressly or by their nature survive the termination of this Contract, shall not extinguish upon the termination of this Agreement subject to Applicable Laws.

17.0 PRICE VARIATION:

The rate quoted in the bid shall remain fixed during the entire period of contract.

18.0 SECURITY DEPOSIT:

18.1 SECURITY CUM PERFORMANCE BANK GUARANTEE: The Contractor shall furnish a Security-cum-Performance Guarantee Bond for an amount equivalent to ten (10%) percent of the total contract value ("Security Amount"). The total contract value shall be computed by multiplying the Contract Price (per MT as quoted in the Bid) with the total quantity of coal to be supplied under the Contract.

18.2 SECURITY CUM BANK GUARANTEE TOWARDS COST OF RAW/WASHED COAL: The Contractor shall furnish a Security-cum-Bank Guarantee towards cost of coal for an amount equivalent to the cost of 80,000 MT washed/raw coal of MCL (including taxes, duties, Cess, Royalty etc.).

18.3 The Security-cum-Guarantee Bonds shall remain in full force and effective during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract and the MAHAGENCO shall have the right to seek payment under such Security cum Guarantee Bonds, unconditionally and without reference to the Contractor, for and against any loss or damage caused to or suffered or that would be caused or suffered by the MAHAGENCO by reasons of any breach by the Contractor of any of the terms or conditions contained in the Contract or any failure by the Contractor to perform its obligations in accordance with the terms of the Contract or by reason of the failure by the Contractor's to enter into and execute the Contract in full or part. These bonds shall continue to be enforceable for 120 days after the date of receipt of last consignment of coal at the relevant Destination Thermal Power Stations. MAHAGENCO's statement to the Guarantor regarding breach by the Contractor and loss to MAHAGENCO shall be sufficient to invoke and encash the Security-cum-Guarantee Bonds and MAHAGENCO shall not be required to submit any proof in relation thereto nor shall the Guarantor or Contractor be entitled to question the veracity thereof. The Contractor acknowledges and undertakes that it shall not be entitled to and it shall not dispute the invocation and encashment of the Security-cum-Guarantee Bonds and its only remedy (after adjudication of its claim) will be for recovery as per the Dispute Resolution mechanism in Clause 26 of the Contract.

18.4 The Security-cum-Guarantee Bonds shall have provision for extension of validity by the guarantor bank for a period of 90 days on each occasion when the MAHAGENCO makes a request for the same to the guarantor bank. The guarantor Bank shall confirm such extension of validity. As and when an

amendment is issued to the contract, the Contractor shall, within thirty days of the receipt of such amendment, furnish to the MAHAGENCO an amendment to the Security-cum-Guarantee Bond(s) rendering the same valid for the contract as amended. The Security-cum-Guarantee Bond(s) and/or any amendment there to shall be executed on a stamp paper of requisite money value in accordance with Indian laws. On the performance and completion of the contract in all respect, the Security-cum-Guarantee Bonds will be returned to the Contractor, without any interest. The Contractor shall ensure that the Security cum Guarantee Bonds are valid at all times for the full amount secured thereunder. If the Contractor fails to execute the Contract within the time period stipulated by the MAHAGENCO, the MAHAGENCO will forfeit the Security cum Guarantee Bond(s) and the MAHAGENCO will be entitled to encash the Security cum Guarantee Bond(s) in full.

In addition to the above, the damages shall be applicable in case of non-performance of the contract as stipulated in the tender.

18.5 The Security Deposit will be refunded to the successful bidder only if the contract is completed to the satisfaction of Mahagenco. If Mahagenco incurs any loss or damage on account of breach of any clause mentioned above or any other amount arising out of the contract become payable by the contractor to Mahagenco, then Mahagenco will in addition to such other rights that it may have under the law appropriate, the whole or part of the Security Deposit and such amount i.e., appropriated will not be refunded to the contractor.

18.6 If the whole or a part of the Security Deposit is attached by Mahagenco for any default of the contractor in the due fulfillment of the contract during the contract period, then the contractor shall immediately arrange to replenish the amount of Security deposit so attached for the continued operation of the contract, failing which the contract is liable for termination, responsibility for which will wholly rest with the contractor.

18.7 In the event of any upward revision in the value of the contract arising on account of increase in the quantity handled or increase in the rates or in the event of the assessed cost of the shortage of coal at any instance being more than the detention amount, the Mahagenco reserves the right to call for additional security amount and the Contractor shall, on receiving intimation from Mahagenco, provide additional Security Deposit for the additional amount as may be directed by Mahagenco within 15 days.

19.0 MISCELLANEOUS:

19.1 DEDUCTIONS OF AMOUNT:

Any amount or amounts, which become due and payable to Mahagenco from the Contractor shall be deducted from any amount or amounts becoming due and payable to contractor under this or any other contract.

19.2 DEDUCTION OF INCOME TAX, GST & ANY OTHER APPLICABLE TAXES:

Contractor shall provide PAN / GIR and GSTIN Number to Mahagenco. Income-tax, GST and other applicable taxes if any shall be deducted at source at the prescribed rates from the RA Bills of contractor as per the statutory levies / taxes

in force at the time of payment of the bills. Necessary certificates of tax deducted at source shall be issued/ furnished by Mahagenco to contractor from time to time.

19.3 INSPECTION:

The accredited representative of Mahagenco shall have access to contractor's operations at any time during working hours for the purpose of inspection of the work. Contractor shall provide necessary arrangement for such inspection.

19.4 SUBLET AND ASSIGNMENT OF WORKS:

No part of the work shall be sublet or assigned without the prior written permission of Mahagenco nor shall transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf. For any subcontract entered in to by the Contractor with the consent of the MAHAGENCO, the Contractor shall continue be entirely and solely responsible for the execution of the Contract by such sub-contractor.

19.5 INSURANCE:

The contractors should take care of insurance coverage wherever necessary and furnish a copy.

The Coal shall be insured by the Contractor under ICC (A) cover from warehouse to warehouse till the relevant Destination TPS for 110% of coal value. The Insurance premium cost is included in the Contract Price.

20.0 FORCE MAJEURE:

20.1 A. Force Majeure is herein defined as any cause which is beyond the control of either party to the Contract as the case may be, which they could not have foreseen with a reasonable amount of diligence or which when foreseen could not have prevented and which prevents 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, unavailability of water at the thermal power station, 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 lockouts.

But not including any financial hardship or change in commercial circumstances.

B. It is the sole responsibility of Contractor to follow the delivery schedule. Non-allocation of railway rakes by rail authority or any other railway constraints shall not be considered as force Majeure and shall not be treated as ground for waiver of any damages towards short supply.

20.2 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. The decision of the Managing Director, MAHAGENCO about whether the performance of the contract was prevented due to such events or otherwise shall be binding on both the Parties.

20.3 If the period of operation of the Force Majeure event exceeds three months, either party will have the right to terminate this Agreement by giving a written notice of termination to the other Party. Neither party shall have the right to claim damages from the other Party on account of such termination.

20.4 The Affected Party, which is unable to fulfil its obligations under the Contract on account of a Force Majeure event, shall be excused from performance of its obligations under the Contract, to the extent that such performance is affected by the Force Majeure event subject to the following:

- i. the Affected Party shall forthwith and no later than 7 (Seven) Working Days after the occurrence of the Force Majeure Event provide written notice to the other Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder and continues to furnish timely regular reports with respect thereto during the period of Force Majeure. The Affected Party may (if possible) additionally provide a certificate issued by any competent authority stating the existence of the Force Majeure event and its duration (if possible);
- ii. the Affected Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing the performance as soon as possible;
- iii. the suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the Force Majeure;
- iv. the Affected Party shall provide the other party with prompt notice of cessation of the Force Majeure event and shall promptly resume performance hereunder upon cessation of the Force Majeure event;
- v. the Affected Party shall exercise all reasonable efforts to mitigate or limit losses of the other Party on account of the non- performance of obligations by the Affected Party
- vi. If performance of the obligations is possible, but is financially or commercially cumbersome, non-performance of the obligations shall not be excused.

21.0 DEFAULT / RISK PURCHASE:

21.1 In the event the Mahagenco terminates the Contract in whole or in part, then Mahagenco may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered under this Contract and the Contractor shall be liable to the Mahagenco for any excess costs

for such similar goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

21.2 The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Mahagenco has under the Contract or in law including but not limited to claiming damages on account of delay in delivery of coal to the Destination TPS. Further, any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

22.0 STATUTORY RULES AND REGULATIONS

Contractor shall register under the Contract Labour Act or any other Labour Acts as may be applicable from time to time. Contractor shall follow all the provisions of Labour laws and other laws including the Payment of Wages Act, Minimum Wages Act, Workman Compensation Act, PF Act and other Local Laws and rules framed thereunder from time to time. Contractor shall maintain all registers and records as required under the various laws and regulations made thereunder from time to time. As and when necessary, contractor shall furnish the certificate to Mahagenco of his having registered with the competent authority under the Contract Labour Acts and other Acts.

Contractor and its employee shall observe all the statutory rules and regulations of the power stations and the provisions of the other labour laws and regulations made thereunder which are applicable to the power stations.

In the event of any accident to the Contractor's employee during the course of his employment in pursuance of the present contract, contractor shall be responsible to pay the compensation or any sum payable to such employee under the provisions of Law or Regulations made thereunder including the provisions of Workman Compensation Act.

The contractor shall, throughout the performance of this contract comply with all laws, rules, regulations and statutory requirements of Government of India, the local Govt. and other statutory bodies so far as such bodies have jurisdiction over this contract.

If any new statutory regulation or law or modification of the existing regulation or law comes into force subsequent to the date of contract, the contractor shall comply with the same.

23.0 SECURITY REGULATIONS

The TPS being a Prohibited Area, contractor shall obtain entry pass for himself and other employees employed by him in TPS from the concerned Competent Authority of Mahagenco for entry into TPS. Contractor and its employees shall abide and follow the rules of security and instructions of the Security Officer at TPS.

24.0 DAMAGES TO THE PROPERTY

Contractor shall be liable to pay damages caused to the property of Mahagenco, property of Railways or properties of ports or the property of MCL or the property of any other contractor working in the TPS on account of the contractor and/or its employees. Such amount of damages shall be recovered from the Running Account (RA) bills of contractor and contractor shall be liable to pay such damages to Mahagenco.

25.0 DISCIPLINE

Contractor shall ensure that its employees maintain proper discipline and decorum at TPS, collieries end and with Railways while dealing and executing the contract so that there should not be any hindrance for the smooth running of the Power House as well as collieries working. If any of the employees of contractor is found unsuitable by the Chief Engineer (O&M) at TPS or Colliery authority then, on demand by the concerned authority, such employee shall be removed and contractor shall depute another employee in his place immediately.

26.0 GOVERNING LAW AND DISPUTE RESOLUTION:

26.1 This Contract shall be governed and construed in accordance with the Indian laws without giving effect to the principles of conflict of laws thereunder. The courts at Mumbai shall have exclusive jurisdiction in all matters/disputes arising out of and in relation to this Contract.

26.2 The Mahagenco and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

26.3 Procedure for Amicable Settlement/ Reconciliation:

(a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred in the form of petition (along with all claims & documents) by the Contractor to the Chief Engineer (FM), Mumbai.

(b) Committee appointed by Chairman & Managing Director, Mahagenco will review, within 30 days after receipt of the Contractor's representation and after hearing both the Parties shall make and notify decisions of all matters referred to by the Contractor in writing.

(c) If the Reconciliation Committee appointed by Chairman & Managing Director, MAHAGENCO fails to make a decision within 30 days or if makes a decision against the Contractor with which the Contractor is not satisfied with, then the Contractor shall, within 15 days, submit a memorandum of his claim along with relevant documents to the Chairman & Managing Director, MAHAGENCO. The Chairman & Managing Director, MAHAGENCO, ongoing through the claim above, shall call the person in charge of the Contractor / Contractor and shall try to conciliate the matter mutually.

(d) In case, no mutual understanding or settlement is reached within two months from the date of submitting memorandum of claim, the dispute shall be resolved by arbitration as per Clause 26.4 of the Contract.

26.4 Arbitration: Any disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") which are deemed to be incorporated by reference in this clause.

- (a) The seat of the arbitration shall be at "Mumbai".
- (b) The tribunal shall consist of the Sole Arbitrator as per consent of both parties.
- (c) The Language of the arbitration shall be English.
- (d) The law governing this arbitration agreement shall be "Arbitration and Conciliates Act 1996."
- (e) The law governing the contract shall be Indian Law of Contract.
- (f) Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") are available on website <http://mcia.org.in>.

26.5 Obligation during pendency of Arbitration:

The Contractor shall continue to discharge its obligations under the Contract during the course of the dispute resolution process, including during arbitration, unless otherwise directed by Mahagenco.

27.0 CONFIDENTIALITY:

Each Party shall retain in confidence the contents of the Contract and any information obtained as a result of negotiation and performance of this Contract, except that each Party may disclose such information to their respective professional and legal advisors, provided such persons agree to maintain the confidentiality of such information. It is understood, however, that such information may also be disclosed when required by any judicial or governmental authority or any other statutory authority or regulatory body who may rightfully demand the same. The provisions of the preceding paragraph shall not apply to:

- (i) Any information in the public domain otherwise than by breach of this Agreement;
- (ii) Information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- (iii) Information obtained from a third party who is free to divulge the same, which is not obtained under any obligation of confidentiality.

The provisions of this Clause shall survive the termination or expiry of the Contract

27. INDEMNITY AND VICARIOUS LIABILITY:

- A. The Contractor agrees to indemnify and hold harmless the Mahagenco, its directors, employees, agents and contractors from and against any and all Losses, claims or causes of action of any kind resulting from or arising out of (i) failure by the Contractor to comply with any of its obligations or undertakings under the Contract; (ii) any fraud, misconduct, negligence, default or breach on the part of the Contractor in performance of its obligations under the Contract (iii) any breach of any of its representations, warranties, covenants and obligations under the Contract; (iv) failure to comply with Applicable Law including import regulations, labour law and environmental laws (v) any environmental claims arising out of the transportation of Coal to the Discharge Port. (vi) failure by the Contractor to comply with any of its obligations or undertakings under any other contract if the same affects the Mahagenco in any manner (vii) any third party claims that may be made against the Contractor by any party if the same affects the Mahagenco in any manner (viii) any third party claims made against Mahagenco in relation to this Contract. The provisions of this Clause 27 of this Section II shall survive the termination of the Contract.
- B. Mahagenco shall not be vicariously liable for third party claims, if any, arising out of this contract.

28. NO WAIVER OF RIGHTS

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

29.0 CERTIFICATE NOT TO AFFECT RIGHT OF MAHAGENCO AND LIABILITY OF SUCESSFUL BIDDDER

Neither the payment made by Mahagenco nor any extension of time for execution of obligations by the Contractor under the Contract, granted by Mahagenco shall affect or prejudice the rights of Mahagenco against the Contractor or relieve the Contractor 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 Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which Contractor is/are bound to indemnify Mahagenco, nor the acceptance by Mahagenco of any sum paid by Contractor shall affect or prejudice the rights of the Mahagenco against the Contractor.

30.0 GRAFTS, COMMISSIONS, GIFTS, ETC.

Any graft, commissions, gift or advantage given promised or offered by or on behalf of the Contractor 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 Mahagenco shall in addition to any criminal liability which the Contractor may incur, subject the Contractor to the cancellation of the Contract

and all other contracts with the Mahagenco and the Contractor shall be liable to indemnify the Mahagenco for any Loss on account of such cancellation. Mahagenco shall be entitled to deduct the amount/damages payable by the Contractor from any monies otherwise due to the Contractor under the Contract.

31.0 ENFORCEMENT OF TERMS

The failure of a Party to enforce at any time any of the provisions of the Contract or any rights under the Contract 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 a Party of any of its rights herein shall not preclude or prejudice a Party from exercising the same or any other right it may have.

32.0 DEFENSE OF SUITS

If any action in court is brought against Mahagenco or its agent or its representative for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract or any other Contract, or for damage or injury caused by the alleged omission or action on the part of the Contractor, their agents, representatives or their Sub Contractors, suppliers or employees, the Contractor shall in all such cases indemnify and keep Mahagenco and/or their agent and/or their representative, harmless from all losses, damages, costs, expenses or decrees arising out of such action.

33.0 GOVERNING LANGUAGE:

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English only.

34.0 ISSUES RELATED TO ENVIRONMENT AUTHORITIES/PUBLIC:

The issues related to environmental issues including public grievances (if any) during transit during currency of the Contract shall be exclusive responsibility of the Contractor only.

35.0 INDEPENDENT CONTRACTOR

The Contractor shall at all times act as and be deemed to be an independent contractor for all purposes of the Contract and neither the Mahagenco nor its subcontractors nor the employees of either, or its agents shall act as or be deemed to be employees, representatives, agents or partners of the Contractor. The Contractor shall not perform any act nor make any representation to any person to the effect that the Mahagenco or any of its agents, representatives, sub-contractors or employees is the agent of the Contractor. The Contractor shall be solely responsible for its employees, agents and sub-contractors

36.0 SET OFF

The Mahagenco shall have the right to set off any amounts owed by the Contractor to the Mahagenco, against amounts owed by the Mahagenco to the Contractor and shall promptly notify the Contractor of the amounts being set off.

37.0 AMENDMENTS

No amendment or modification of the terms of the Contract shall be binding on the parties to the Contract unless the same is in writing and signed by all the parties to the Contract.

38.0 SEVERABILITY AND RENEGOTIATIONS

Should any provision of the Contract for any reason be declared invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable provision thereof eliminated. In the event any such provision of the Contract is declared invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or unenforceability and to restore the Contract to its original intent and effect.

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ANNEXURE – I
PROFORMA FOR POWER OF ATTORNEY
(From bidder to their authorised signatory. To be submitted in original)

Date:

TO WHOMSOEVER IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize the under mentioned persons who are employed with us, as our true and lawful attorneys to in our name and on our behalf to prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the Maharashtra State Power Generation Co. Ltd. vide Bid Specification No. MAHAGENCO/CE/FM/RSR/20122-23/T-01 for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, Odisha to Nasik and Bhusawal thermal power stations in Maharashtra by rail-sea-rail route.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Signature of Person authorised

Name

Designation

Company's Name

Signature of the Person Authorised

Name

Designation

Company's Name

Signature of the Person authorised

Name

Designation

Company's name

IN WITNESS WHEREOF, we, (name of the company), the above named principal have executed this power of attorney and have caused the company seal to be affixed hereunto by (name and designation of company director) in the presence of [] on (date, month and year).

Signature

Name

Designation

Common Seal of Company

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the company should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the company.

ANNEXURE II (A)**PRICE BID**

Item Code	Particulars	Rate in Rs./MT
W033190030030002	Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, in Odisha to <u>Nasik Thermal Power Station</u> in Maharashtra by Rail-Sea-Rail route	

The breakup of aforementioned Offered rate to be uploaded with price bid (duly sealed and signed) is as under.

Sr. No	Main activities involved in RSR mode coal transportation	Basic Rate (Rs./MT)	Applicable GST %	GST (Rs/MT)	Item Rate including GST (RS./MT)
a)	Handling Cost at Loading Port (Intra Port Shifting, Railway related charges, Labour Charges and Loading in to vessel, Berth Hire, Plot rent , Other Port Charges etc.)		18%		
b)	Ocean Freight from Load port to Unloading/ Discharge port		5%		
c)	Handling Cost Unloading/ Discharge Port (Intra Port Shifting, Railway related charges, Labour Charges and Unloading from vessel, Berth Hire, Plot rent, Other Port Charges etc.)		18%		
d)	Other Scope of work including Liasoning and Supervision, Other incidental charges, insurance etc.		18%		
e)	Total Rate/MT (a + b + c + d)				
f)	Name of Load Port				Paradip
g)	Name of Unloading/ Discharge Port with Railway siding code				

This must be uploaded in Price bid and not in Technical bid.

ANNEXURE II (B)**PRICE BID**

Item Code	Particulars	Rate in Rs./MT
W033190030030001	Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, in Odisha to <u>Bhusawal Thermal Power Station</u> in Maharashtra by Rail-Sea-Rail route.	

The breakup of aforementioned Offered rate to be uploaded with price bid (duly sealed and signed) is as under.

Sr. No.	Main activities involved in RSR mode coal transportation	Basic Rate (Rs./MT)	Applicable GST %	GST (Rs/MT)	Item Rate including GST (RS./MT)
a)	Handling Cost at Loading Port (Intra Port Shifting, Railway related charges, Labour Charges and Loading in to vessel, Berth Hire, Plot rent , Other Port Charges etc.)		18%		
b)	Ocean Freight from Load port to Unloading/ Discharge port		5%		
c)	Handling Cost Unloading/ Discharge Port (Intra Port Shifting, Railway related charges, Labour Charges and Unloading from vessel, Berth Hire, Plot rent, Other Port Charges etc.)		18%		
d)	Other Scope of work including Liasoning and Supervision, Other incidental charges, insurance etc.		18%		
e)	Total Rate/MT (a + b + c + d)				
f)	Name of Load Port				Paradip
g)	Name of Unloading/ Discharge Port with Railway siding code				

This must be uploaded in Price bid and not in Technical bid.

ANNEXURE – III (A)
PROFORMA FOR BANK GUARANTEE AGAINST SECURITY CUM PERFORMANCE
GUARANTEE

(To be signed on Indian non-judicial stamp paper of appropriate stamp duty)

THIS DEED OF GUARANTEE (the “**Guarantee**”) is executed on this the [●] day of [●] at [●] by [●] [Name of the Bank] having its registered office at [●], hereinafter referred to as the “**Guarantor**” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

Maharashtra State Power Generation Co. Ltd. a company incorporated in India, registered under the Companies Act, 1956 and having its registered office at 2nd Floor, Prakashgad, Plot No. G9, Prof. AK Marg, Bandra (East), Mumbai – 400 051, India (hereinafter referred to as “**Mahagenco**”), which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns.

WHEREAS

Pursuant to its bid submitted in response to the tender issued by Mahagenco vide Bid Specification No. MAHAGENCO/CE/FM/RSR/2022-23/T-01 (the “**Bid Specifications**”), [●]/ [the successful bidder [●] (the “**Contractor**”) has been awarded the contract for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, Odisha to (**name of TPS**) in Maharashtra by rail-sea-rail route vide letter of award dated [●] issued by Mahagenco.

A. In terms of Clause 26.1 contained in Section II of the Bid Specifications, the Contractor is required to furnish to Mahagenco, an irrevocable bank guarantee for an amount of Rs. [●] as security for due and punctual performance/discharge of its obligations under the Contract and as per the Bid Specifications (as defined in Clause 1, Section II of the Bid Specifications).

At the request of the Contractor, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- (1) The Guarantor does hereby irrevocably guarantee the due and punctual performance by the Contractor of all its obligations under the Contract.
- (2) The Guarantor at the request of the Contractor does hereby undertake to pay Mahagenco an amount not exceeding Rs. [●] against any loss or damage caused to or suffered or would be caused or suffered by Mahagenco by reasons of any breach by the Contractor of any of the terms or conditions contained in the Contract or any failure by the Contractor to perform its obligations in accordance with the terms of the Contract or by reason of the failure by the Contractor’s to enter into and execute the Contract.
- (3) The Guarantor does hereby undertake to pay the amounts due and payable under this Guarantee unconditionally, without any demur or reference to the Contractor and merely on demand from Mahagenco stating that the amount claimed is due by way of loss or

damage caused to or would be caused to or suffered by Mahagenco by reasons of breach by the Contractor of any of the terms or conditions contained in the Contract or by reason of the Contractor's failure to perform the obligations stipulated in the Contract, or by reason of the failure by the Contractor's to enter into and execute the Contract. Any such demand made on the Guarantor shall be conclusive and binding as regards the amount due and payable by the Guarantor under this Guarantee. The Guarantor shall not have to go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by Mahagenco and the Guarantor shall be liable to pay the amount specified in the demand made by Mahagenco notwithstanding any direction to the contrary given by the Contractor or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof. However, the liability of the Guarantor under this guarantee shall be restricted to an amount not exceeding Rs. [●].

- (4) The Guarantor hereby undertakes to pay to Mahagenco any amount so demanded within 1 (one) Working Day notwithstanding any dispute or disputes raised by the Contractor in any forum or before any authority relating thereto the liability of the Guarantor under this present being absolute and unequivocal. The payment so made by the Guarantor under this Guarantee shall be a valid discharge of its liability for payment thereunder and the Contractor shall have no claim against the Guarantor for making such payment.
- (5) The Guarantor further agrees that the guarantee herein contained shall remain in force until 120 days i.e. up to [Date] after the date of receipt of the last consignment at a destination thermal power station under the Contract. Mahagenco shall have the right to extend the Guarantee for a further period of 90 days by given a written request for such extension to the Guarantor, and the Guarantor shall extend the term of the Guarantee by a further period of 90 days upon receipt of the MAHAGENCO's request for an extension. Unless a demand or claim under this guarantee is made in writing on the Guarantor within 6 (six) months i.e. up to [Date] from the date of expiry of Guarantee, Mahagenco's shall cease to have the right to make any further claims under this Guarantee and the Guarantor shall be discharged from all liabilities under this guarantee thereafter.
- (6) In order to give effect to this Guarantee, Mahagenco shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by postponement/non-exercise/delayed exercise of any of its rights by Mahagenco. The Guarantor further agrees with Mahagenco that Mahagenco shall have the fullest liberty, without the consent of the Guarantor and without affecting in any manner the obligations of the Guarantor hereunder, to vary any of the terms and conditions of the Contract or to extend time of performance by the Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and the Guarantor shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or commission on the part of Mahagenco or on account of postponement, non-exercise, delayed exercise of any of its rights by Mahagenco or any indulgence by Mahagenco to the Contractor or by such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- (7) This Guarantee shall not be discharged due to the change in the constitution or winding up of the Guarantor or the Contractor or any absorption, merger or amalgamation of the Contractor/ the Guarantor with any other person.

- (8) The Guarantor has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under [●].
- (9) The Guarantor lastly undertakes not to revoke this guarantee during its currency except with the prior consent of Mahagenco in writing.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by [●] Bank
by the hand of Shri [●]
its [●] and authorized official.

Dated, the [●] day of [●] for [●]

Name:
Designation:

Bank Seal:

ANNEXURE -III (B)

**PROFORMA FOR BANK GUARANTEE
TOWARDS COST OF RAW/WASHED COAL SUPPLIED**

(To be signed on Indian non-judicial stamp paper of appropriate stamp duty)

THIS DEED OF GUARANTEE (the "Guarantee") is executed on this the [●] day of [●] at [●] by [●] [Name of the Bank] having its registered office at [●], hereinafter referred to as the "Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

Maharashtra State Power Generation Co. Ltd. a company incorporated in India, registered under the Companies Act, 1956 and having its registered office at at 2nd Floor, Prakashgad, Plot No. G9, Prof. AK Marg, Bandra (East), Mumbai – 400 051, India (hereinafter referred to as "Mahagenco"), which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns.

WHEREAS

Pursuant to its bid submitted in response to the tender issued by Mahagenco vide Bid Specification No. MAHAGENCO/CE/FM/RSR/2022-23/T-01 (the "Bid Specifications"), []/[the successful bidder [●] (the "Contractor") has been awarded the contract for TRANSPORTATION [●] LAKH MT OF RAW/WASHED COAL FROM MAHANADI COALFIELDS LIMITED, ODISHA TO (Name of TPS) THERMAL POWER STATION IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE vide letter of award dated [●] issued by Mahagenco.

A. In terms of Clause 23.2 in Section-II of the Bid Specification, the Contractor is required to furnish to Mahagenco, an irrevocable bank guarantee towards cost of raw/washed coal for an amount equivalent to the cost of sixty (60) days raw/washed coal (including taxes, duties, Cess, Royalty etc.), the quantity of which works out to about [●] MT and the value works out to about Rs. [●]. Accordingly, the Contractor is required to furnish to Mahagenco, an irrevocable bank guarantee for an amount of Rs. [●] towards security for cost of coal and its obligations under the Contract and as per Bid Specification (as defined in Clause 1, Section II of the Bid Specifications).

At the request of the Contractor, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the Mahagenco's coal in possession of the contractor and the due and punctual performance/discharge by the Contractor of its obligations under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- (1) The Guarantor does hereby irrevocably guarantee the Mahagenco's coal in possession of the contractor and due and punctual performance by the Contractor of all its obligations under the Contract.
- (2) The Guarantor at the request of the Contractor does hereby undertake to pay Mahagenco an amount not exceeding Rs. [●] against the Mahagenco's coal in possession of the

contractor and any loss or damage caused to or suffered or would be caused or suffered by Mahagenco by reasons of any breach by the Contractor of any of the terms or conditions contained in the Contract or any failure by the Contractor to perform its obligations in accordance with the terms of the Contract or by reason of the failure by the Contractor's to enter into and execute the Contract.

- (3) The Guarantor does hereby undertake to pay the amounts due and payable under this Guarantee unconditionally, without any demur or reference to the Contractor and merely on demand from Mahagenco stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Mahagenco by reasons of breach by the Contractor of any of the terms or conditions contained in the Contract or by reason of the Contractor's failure to perform the obligations stipulated in the Contract, or by reason of the failure by the Contractor's to enter into and execute the Contract. Any such demand made on the Guarantor shall be conclusive and binding as regards the amount due and payable by the Guarantor under this Guarantee. The Guarantor shall not have to go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by Mahagenco and the Guarantor shall be liable to pay the amount specified in the demand made by Mahagenco notwithstanding any direction to the contrary given by the Contractor or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof. However, the liability of the Guarantor under this guarantee shall be restricted to an amount not exceeding Rs. [●].
- (4) The Guarantor hereby undertakes to pay to Mahagenco any amount so demanded within a 1 (one) Working Day notwithstanding any dispute or disputes raised by the Contractor in any forum or before any authority relating thereto - the liability of the Guarantor under this present being absolute and unequivocal. The payment so made by the Guarantor under this Guarantee shall be a valid discharge of its liability for payment thereunder and the Contractor shall have no claim against the Guarantor for making such payment.
- (5) The Guarantor further agrees that the guarantee herein contained shall remain in force until 120 days i.e. up to [Date] after the date of receipt of the last consignment at a destination thermal power station under the Contract. Mahagenco shall have the right to extend the Guarantee for a further period of 90 days by given a written request for such extension to the Guarantor, and the Guarantor shall extend the term of the Guarantee by a further period of 90 days upon receipt of the MAHAGENCO's request for an extension. Unless a demand or claim under this guarantee is made in writing on the Guarantor within 6 (six) months i.e. up to [Date] from the date of expiry of Guarantee, Mahagenco's shall cease to have the right to make any further claims under this Guarantee and the Guarantor shall be discharged from all liabilities under this guarantee thereafter.
- (6) In order to give effect to this Guarantee, Mahagenco shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by postponement/non-exercise/delayed exercise of any of its rights by Mahagenco. The Guarantor further agrees with Mahagenco that Mahagenco shall have the fullest liberty, without the consent of the Guarantor and without affecting in any manner the obligations of the Guarantor hereunder, to vary any of the terms and conditions of the Contract or to extend time of performance by the Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and the Guarantor shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or commission on the part of Mahagenco or on account of

postponement, non-exercise, delayed exercise of any of its rights by Mahagenco or any indulgence by Mahagenco to the Contractor or by such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

- (7) This Guarantee shall not be discharged due to the change in the constitution or winding up of the Guarantor or the Contractor or any absorption, merger or amalgamation of the Contractor/ the Guarantor with any other person.
- (8) The Guarantor has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under [●].
- (9) The Guarantor lastly undertakes not to revoke this guarantee during its currency except with the prior consent of Mahagenco in writing.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by [●] Bank
by the hand of Shri [●]
its [●] and authorized official.

Dated, the [●] day of [●] for [●]

Name:
Designation:

Bank Seal:

ANNEXURE – IV

CERTIFICATE OF 'NO DEVIATION'

It is hereby confirmed that we wish to take no deviation in respect of terms and conditions of Bid Specifications. Any information contradicting terms and conditions of the Bid Specification that might have been mentioned elsewhere in our bid is inadvertent and shall be treated as withdrawn.

Seal of the Company

(Name of the Firm)

Place:

(Signature of the Authorised Person)

Date:

Name:

Designation:

ANNEXURE - V**PROFORMA FOR CONTRACT AGREEMENT****CONTRACT FOR TRANSPORTATION OF [.] LMT RAW/ WASHED COAL FROM M/S. MAHANADI COALFIELDS LTD, ODISHA TO (Name of TPS) IN MAHARASHTRA BY RAIL-SEA-RAIL ROUTE****(To be signed on Indian non-judicial stamp paper of appropriate stamp duty)**

This coal transportation contract (the “**Contract**”) is made on _____ the day of _____ 2022 at _____ between Maharashtra State Power Generation Co. Ltd., a company registered under Indian Companies Act, 1956 and having its registered office at 2nd Floor, Prakashgad, plot No. G9, Prof. AK Marg, Bandra (East) Mumbai, India (hereinafter called and referred to as “**the MAHAGENCO**”) of the one part and M/s. _____, a company registered under _____ Act and having its registered office at _____ (hereinafter called and referred to as “**the Contractor**”) of the other part.

WHEREAS

- A. The MAHAGENCO had invited bids in response to its Bid Specification No. MAHAGENCO/CE/FM/RSR/2022-23/T-01 (the “**Bid Specifications**”) from eligible bidders for supply of coal in accordance with the terms and conditions set forth in the Bid Specifications. The Contractor has submitted its Bid in response to the Bid Specifications and the MAHAGENCO has accepted the Contractor’s Bid and has issued letter of award dated [] to the Contractor for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, Odisha to (**Name of TPS**) in Maharashtra by rail-sea-rail route .
- B. The MAHAGENCO and the Contractor now propose to enter into this Contract to record the terms and conditions on which, the Contractor shall deliver Coal to the MAHAGENCO.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**1) Definitions & Interpretation**

In this Contract words and expressions unless defined herein shall have the same meanings as are respectively assigned to them in the General Terms and conditions of Contract set forth in Schedule A. The following terms shall have the meaning set forth hereunder

“**Coal Quantity**” shall have the meaning set forth in Clause 2;

“**Contract**” shall mean the transport contract executed amongst the MAHAGENCO and the Contractor and includes all schedules, annexures, attachments to this Contract and amendments to this Contract effected in accordance with the provisions of the Contract.

“**Contract Price**” shall be the contract price as set forth in Schedule B;

“**Loading Point**” shall mean [●];

“**Load Port**” shall mean [●];

“**Discharge Port**” shall mean [●];

“Destination TPS” shall mean [●];

“Coal” shall mean coal from MCL;

- 2) **Scope of Work:** The Contractor shall transport Coal from M/s Mahanadi Coafields Ltd., (MCL), Odhisha to (*name of destination TPS*) in Maharashtra by Rail-Sea-Rail route conforming to the quality and delivery schedule set forth in the Bid Specifications, in accordance with the terms of this Contract on FOR Destination TPS basis. The total quantity of Coal to be transported under this Contract by the Contractor is [] Lakh MT (“**Coal Quantity**”). The detailed scope of work is defined at Clause no. 5.0 of Schedule-A. of the Contract/ Section-II of Bid Specification.
- 3) **Consideration:** In consideration of the Contractor delivering Coal conforming to quality and delivery schedule set forth in Bid Specification at the Destination TPS in accordance with the terms of the Contract, the MAHAGENCO shall pay to the Contractor the Contract Price, in accordance with the terms of the Contract.
- 4) The Contract shall constitute of this Proforma for Contract Agreement and all the following documents appended to this Contract as Schedules which shall be deemed to form and be read and construed as an integral part of the Contract viz.:
 - a) Detailed terms and conditions applicable for this Contract¹ along with General Terms and Conditions (Section – II of Bid Specification No. MAHAGENCO/CE/FM/RSR/2022-23/T-01 including amendments thereto if any): Schedule ‘A’. Any reference in the Contract to ‘Section II’ or ‘Section II of the Bid Specifications’ shall be construed to be a reference to the General Terms and Conditions of Contract set forth in Schedule A. It is clarified that in case of any inconsistency between the detailed terms and conditions and the General Terms and Conditions, the detailed terms and conditions shall prevail.
 - b) Contract Price: Schedule ‘B’. It is clarified that in case of any inconsistency between this Schedule B and any other provision of the Contract, with respect to the contents of this Schedule B, the provisions of this Schedule B shall prevail.
 - c) Schedule of requirement and delivery: Schedule – ‘C’. It is clarified that in case of any inconsistency between this Schedule C and any other provision of the Contract, with respect to the contents of this Schedule C, the provisions of this Schedule C shall prevail.
 - d) The MAHAGENCO’s Notification of Award of Contract/Letter of Award: Schedule – ‘D’
 - e) Correspondence exchanged between the parties as indicated in the ‘All Reference Schedule’: Schedule ‘E’
 - f) Security – cum – Performance guarantee bond acceptance letter No. _____ Dated _____ : Schedule – ‘F’
 - g) Security – cum – guarantee bond towards cost of coal acceptance letter No. _____ Dated _____ : Schedule – ‘G’

¹ Any additional terms in respect of the Contract and any amendments to the General Terms and Conditions set out in Section II of the Bid Specifications shall be set out in the detailed terms of contract.

5) Entire Agreement: This Contract constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Contract and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

6) Notices

(a) Notices or other communication required or permitted to be given or made hereunder by a Party shall be in writing and delivered personally or by registered post or by courier service or by fax addressed to the intended recipient at its address specified herein below or to such other address as any Party may from time to time notify in writing to the other Party.

To the MAHAGENCO:

[*Insert Address*]

Kind Attn:

Fax:

Phone:

Email:

To the Contractor:

[*Insert Address*]

Kind Attn:

Fax:

Phone:

Email:

(b) Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served, if given or made by fax, on the next following Business Day in the place of receipt or, if given or made by registered post 7 (seven) days after posting. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service and, in the case of a fax, the fax confirmation receipt.

7) Costs

All costs and expenses in respect of execution of this Contract including stamp duty costs (if any) shall be borne by the Contractor.

8) Counterparts

This Contract may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument

9) Severance

The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired if any provision of this Contract is rendered void, illegal or unenforceable

in any respect under any law. Should any provision of this Contract be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision, which shall as nearly as possible have the same commercial effect as the ineffective provision.

10) No Waiver

No waiver of any provision of this Contract or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges shall operate as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

FOR MAHARASHTRA STATE POWER GENERATION CO. LTD.,

Authorized Signatory

Name:

Designation:

In the presence of

Name:

Address:

FOR [CONTRACTOR]

Authorised Signatory

Name:

Designation:

In the presence of

Name:

Address:

ANNEXURE – VI

**EXPERIENCE CERTIFICATE FOR TRANSPORTATION OF DRY BULK
COMMODITY INCLUDING PORT OPERATIONS BY RAIL-SEA-RAIL MODE**

(ON THE LETTER HEAD OF UTILITY)

Ref. No.

DATED

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, M/s _____ (BIDDER) worked with us for the transportation of Dry Bulk commodity like coal/ fertilizer/ cement via any Port in India (i.e. loading and /or unloading, including port operations and transportation through Indian Railways and ship) as per details given below:

Period of handling (Continuous twelve month period)	Name of the Commodity	Quantity (MT) handled

This certificate is issued at the request of M/s _____ (BIDDER) for the purpose of participating in tender no. MAHAGENCO/CE/FM/RSR/2022-23/T-01 of Maharashtra State Power Generation Co. Ltd.

(SIGNATURE OF AUTH ORISED PERSON WITH FULL ADDRESS)

PLACE:

DATE:

ANNEXURE-VII

FORMAT OF AFFIDAVIT

(No Blacklisting/ Banning)

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

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

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

1. That I am working as _____ (Designation) in (name & address of the bidder) since _____.
2. That I am duly authorized by (name of the bidder) to submit this affidavit on its behalf.
3. That bidder is submitting a bid in response to invitation for bid for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, Odisha to Nasik and Bhusawal thermal power stations in Maharashtra by rail-sea-rail route.
4. That no order for blacklisting/ banning of the bidder including any of their affiliate has been passed for participation by any entity, which is still in force as on due date of submission of bids.
5. That the bidder including any of their affiliate has successfully fulfilled all the contractual obligations for full and satisfactory performance in respect of Liaisoning, Movement, handling and delivery of raw/washed coal through All Rail Route and/ or Rail cum Sea cum Rail (as applicable) of coal in all organizations, in terms of delivery period, quantity, quality and that the actions such as termination/ foreclosure of contract/(s) on account of non-performance of contractual obligations should not have been taken against the bidder or any of their affiliated companies as on the due date of submission of bid.
6. That if at any point of time the declarations given above are found to be incorrect, MSPGCL 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 ___ 2023 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)

Note: In case it is not possible for the bidder to furnish affidavit in respect of sr. no. 5 above, the bidder shall specify the reasons thereof, separately in the Affidavit. Based on those reasons, MAHAGENCO shall have the right to accept or reject the bid and the MAHAGENCO's decision in this regard will be final.

ANNEXURE-VIII

**SPECIMAN OF LETTER OF COMMITMENT
(TO BE ISSUED ON THE LETTERHEAD BY THE BANK)**

To,
The Chief Engineer (Fuel Management),
Mahagenco, Prakashgad, 3rd floor,
Bandra (East), Mumbai – 400 051

Dear Sir,

Sub: - Tender for Transportation of raw/washed coal from M/s. Mahanadi Coalfields Ltd, Odisha to **(Name of TPS)** in Maharashtra by Rail-Sea-Rail route

Ref: - Name of Party: _____

This is to advice that we are agreeable to arrange for credit facilities up to **Rs.36 Crores (Rupees Thirty Six Crores only)** to the subject company for executing orders received against tender no. **MAHAGENCO/CE/FM/RSR/2022-23/T-01** for the work of transportation of raw/washed coal from Mahanadi Coalfields Limited Odhisa to **(name of TPS)** of Maharashtra State Power Generation Co. Ltd. in Maharashtra by Rail-Sea-Rail route.

This is valid for a period up to..... (*must be valid for a minimum period of six months from the date of publication of NIT*).

Yours faithfully,

Name & Signature of
Authorised Bank official with seal

Note: - If, the contract period is extended beyond the validity period of the Letter of Commitment, then the Contractor shall ensure to extend the validity period of the Letter of Commitment as per requirement of Mahagenco to cover the entire contract period.

ANNEXURE-IX

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

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

VENDOR CODE _____ (TO BE FILLED IN BY MAHAGENCO)

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 Mahagenco in case of any change in particulars given below and will not hold Mahagenco responsible for any delay/default due to any technical reasons beyond Mahagenco's control: -

Bank Account Number : _____
 : _____
 RTGS/NEFT/IFSC CODE NAME : _____
 : _____
 OF THE BANK : _____
 ADDRESS OF THE BRANCH : _____
 OF THE BANK : _____
 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 Mahagenco responsible.

Date: _____ Signature of Authorized Signatory
 BANK CERTIFICATION:
 It is certified that above mentioned beneficiary holds a bank account No. _____
 with our branch and the bank particulars mentioned above are correct.

Date _____ Authorised Signatory
 Authorisation No. _____
 Name _____
 Official Seal/Stamp _____

ANNEXURE-X
TERMS & CONDITIONS OF REVERSE AUCTION

Against this Tender for the subject with detailed scope for loading and transportation of raw/washed coal from mine to Mahagenco TPS as per bidding document, MAHAGENCO shall resort to "REVERSE AUCTION / BIDDING PROCEDURE".

1. For the Reverse Auction / Bidding, technically and commercially acceptable bidders only shall be eligible to participate.
2. Bidders shall ensure online submission of their 'Bid Price' within the reverse auction period.
3. MAHAGENCO will provide all necessary training and assistance before commencement of reverse auction. MAHAGENCO **in case so required**, shall arrange to demonstrate/train the bidder or bidder's nominated person(s), without any cost to bidders. MAHAGENCO shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with Reverse Auction manual.
4. Business rules for Reverse Auction / Bidding like event date, time, bid decrement, Extension etc. shall be as per the business rules, enumerated in the bidding Documents, for compliance. The date will be communicated later.
5. Bidders have to accept 'Terms & Condition' and the 'Business rules of Reverse Auction' before start of Reverse auction / bidding. Without this, the bidder will not be Eligible to submit bid in the Reverse auction / bidding.
6. In line with the provisions of bidding document, MAHAGENCO will provide the Price Schedule format in MS EXCEL sheet, which will help to arrive at loading port to Destination TPS RSR transportation Price. Bidder may take help of the excel sheet and keep it ready for keying in their Bid Price during the Reverse Auction.
7. Reverse auction / bidding will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance. Price Schedule format in MS EXCEL sheet will be provided along with intimation.
8. After conclusion of the Reverse Auction event, the bidders has to e-mail from its registered e-mail id, the itemized breakup of the final prices quoted during the online Reverse Auction duly signed by the authorized person, in the prescribed Price Schedule format including that of line items, if required, within two (2) hours of Auction end time without fail. [Optional- The original hard copy of the same shall be submitted within three (3) working days to MAHAGENCO.
9. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be enclosed separately in the bidding documents.
10. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action shall be initiated by MAHAGENCO.
11. The Bidder shall not divulge either his Bids or any other exclusive details of MAHAGENCO to any other party.
12. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
13. Bidders should also note that:
 - a. Bidders may note that, although extension time is 'X' minutes, there is a time lag

- between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.
- b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MAHAGENCO, bid process, bid technology, bid documentation and bid details.
 - c. It is brought to the attention of the bidders that the bid event will lead to the final price only
 - d. Technical and other non-commercial queries (not impacting price) can only be routed to the, MAHAGENCO contact personnel indicated in the bidding documents.
 - e. Order finalization and post order activities such as BG submission towards SD & Coal Cost Deposit, signing of contract, transportation etc would be transacted directly between successful bidder and MAHAGENCO.
 - f. Order shall be placed outside the e-portal & further processing of the contract shall also be outside the system.
 - g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated for "Contact Us" link provided on the log-on page of, MAHAGENCO e-tender portal.
 - h. Bidders are advised to go through the User Manual which will be provided to those qualified for Reverse Auction. Visit the auction page and login successfully well in advance to identify / rectify the problems to avoid last minute hitches.
 - i. MAHAGENCO will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
14. For access to the Auction site, the following URL is to be used:
- <https://eprocurement.mahagenco.in>***
- The start price for the selected item will be displayed. This means you have to submit a price which is less than that appearing against the item.
 - Once you submit the quote, the quoted price shall be displayed next to the item.
 - Submitted quote cannot be deleted.
 - For submitting first quote for an item, you shall be allowed to enter a price which is lower than the start price.
 - Thereafter, the quoted value shall be displayed in the 'Quoted price' column.
 - You can view quotes submitted by other bidders for each item. You may choose to outbid them by submitting a price lower than the price quoted by other bidders.
 - At any instant, we can see the time remaining for each item in the auction. The timer continuously indicates the time remaining for each item within which you can submit your quote for those items

- You can submit your quotes till there is time remaining for that item. Once the time is up, the status changes to 'CLOSED'. Thereafter, you cannot submit your quotes.
- No queries shall be entertained while Reverse Auction is in progress

ANNEXURE-XI
BUSINESS RULES OF REVERSE AUCTION

1. **Schedule for Reverse Auction:** The Reverse Auction (RA) Schedule will be intimated to the bidders who are technically and commercially qualified and are eligible for Reverse Auction / Bidding after opening of Price Bid as per terms and conditions of the tender.
2. **Auction extension time :** If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid bid comes in those last 5 minutes. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 5 minutes. The above process will continue till no bid is received in last 5 minutes which shall mark the completion of Reverse Auction. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.
3. **Bid price:** The Bidder has to quote the price including all taxes and duties in Indian Rupees. The auction will be conducted in Indian Rupees (INR) only.
4. **Post auction procedure:** Mahagenco will proceed with the Lowest Bid received or estimated rate in the Reverse Auction / Bidding for further processing and award considerations.
5. **Procedure of Reverse Auctioning/ Bidding**
 - i. All bidders are to submit their Price Bid including Price Schedule along with submission of Techno- Commercial bid as per schedule mentioned in Price Bid.
 - ii. **Online Reverse Auction:** The 'Opening Price' i.e. start price for RA will be as decided by Mahagenco in Rupees.
 - iii. Bid Decrement shall be step of Rs. **10/-** and value will be rounded / truncated up to 2 decimal digits of L1 bid price.
 - iv. Bidders, by offering a price equal to or lower than the "Next Valid Bid, can become "L1" Bidder and this continues as an iterative process.
 - v. After completion of the online Reverse Auction, the Closing Price (CP) shall be available for further processing.
 - vi. If no bid is received in the auction system/ website within the specified time duration of the online RA, then further course of action will be initiated at the discretion of Mahagenco.
 - vii. Only those bidders who have submitted the "Price Bid alongwith Price Schedule' within the scheduled time and who are considered technically and commercially responsive, shall be eligible to participate in RA process.
 - viii. Online Reverse Auction shall be conducted by Mahagenco on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA, if a bidder is not able to bid and requests for extension of time by e-mail/fax, then time extension of additional 15 minutes may be given by Mahagenco provided such requests come at least 5 minutes before auction end time and no bid is received by Mahagenco till that time. However, in order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so

- that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. Mahagenco shall not be responsible for such eventualities.
- ix. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned, auction rules etc. Separate Date for demonstration will be conveyed separately.
 - x. Bidders shall be assigned a Unique User Name & Password by MSPGCL. Bidders are advised to change the Password after the receipt of initial password from MSPGCL to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders / bidders' company.
 - xi. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction :
 - a. Start Price
 - b. Decrement value
 - c. Masked bidder (Bidders name & code will not be displayed)
 - d. Current bid of the bidder (Unit Rate)
 - e. Minimum Bid placed by the bidder (Unit Rate)
 - f. Best Bid in the Auction (Current L1 Price)
 - xii. Upon receipt of the system report after completion of the Online Reverse Auction, L1 will be considered for further processing. MSPGCL's decision on award of contract shall be final and binding on all the Bidders.
 - xiii. After conclusion of the Reverse Auction event, the participating bidders has to e-mail from its registered e-mail id, the itemized breakup of the final prices quoted during the online Reverse Auction duly signed by the authorized person, in the prescribed Price Schedule format including that of line items, if required, within two (2) hours of Auction end time without fail. [Optional- The original hard copy of the same shall be submitted within three (3) working days to MAHAGENCO.]
 - xiv. MSPGCL reserves the right to cancel/reschedule/extend the Reverse Auction process / tender at any time, before ordering, without assigning any reason.
 - xv. MSPGCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of MSPGCL shall be binding on the bidders.
 - xvi. Other terms and conditions shall be as per bidder's techno-commercial offers and as per MSPGCL's bidding documents and other correspondences, if any, till date.
 - xvii. Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Auction.
-

Annexure- XII

UNDERTAKING AND COMMITMENTS FROM BIDDER REGARDING CONFLICT OF INTERESTS

Date.....

To
The Chief Engineer (FM)
Maharashtra State Power Generation Co. Ltd.,
Fuel Management, 3rd Floor, 'Prakashgad', Plot No. G-9,
Bandra (E), MUMBAI – 400 051,
Maharashtra (India)
Email: cefmc@mahagenco.in, cefmc.mspgcl@gmail.com

Dear Sir.

In accordance with your Tender for (Subject of Tender) under your Tender No.....dated.....M/s. (Name& full address of the firm)..... (Hereinafter called the Tenderer) hereby submit the undertaking as under:

- (i) The Tenderer commits to undertake all measures necessary to prevent conflict of interest with other bidders which may lead to anti-competitive practices to the detriment of Mahagenco interests.
- (ii) The tenderer has read and understood the following terms and conditions of the Mahagenco.

Terms and Conditions that are binding on bidder for the duration of course of Tender:

- i. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
 - f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

- g) In case of a holding company having more than one independently mining units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.
- h) If bidding firm or their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to the tender or execution of contract.

If improper use of information obtained by prospective bidder from the procuring entity with an intent to gain unfair advantage in procurement process or for personal gain.

- ii. For the purposes of this clause Term 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through ownership of voting securities, by contract, or otherwise.
- iii. The bidder found to have a conflict of interest shall be disqualified.
- iv. If the Mahagenco has disqualified bidder from the bidding process or has terminated contract on these grounds, the Mahagenco shall forfeit EMD, encash security deposit and contract performance deposit in addition to excluding bidder from future award process and terminating the contract.
- v. This undertaking shall form a part of the contract.

Date

(Signature)

Place

(Printed Name)
(Designation)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Please indicate the name and address of the projects / stations / offices where the undertaking is to be executed.

Annexure- XIII**Documents to be attached with technical Bid (Only for reference purpose)**

Sr No	Particular	File Name to be mentioned
1	QR1 Experience Certificate/s with Work Order/s (Annexure-VI)	Experience Certificate & Work Orders
2	QR1 Certificate/ authorization letter from Port Authorities for permission to carry out port operations or a commitment letter of Authorized Agent	Certificate of Port Authorities
3	QR2 Average Annual Financial Turnover certificate of last three years, ending 31st March of the previous financial year (i.e. 31.03.2022) issued by Chartered Accountant with UDIN - ICAI mentioned	Annual Financial Turnover certificate
4	QR3 Unconditional letter of commitment (Annexure-VIII)	letter of commitment
5	QR4 Format for affidavit for bidders past record (Annex-VII)	Affidavit-Annexure-VII
6	Details Of Bank Account For Release Of Payment Through Electronic Fund Transfer System. (Annexure – IX)	Bank Account details
7	Certificate of No deviation (Annexure IV)	No deviation Certificate
8	Power of Attorney (Annexure-I)	POA
9	Undertaking and commitments from bidder regarding conflict of interest (Annexure XII)	Undertaking
10	Bid Security(EMD)-Firm to upload the screenshot of system generated transaction ID of EMD payment	EMD receipt
11	Scanned copy of Latest revision of bid specification duly sealed and signed by bidder on each and every page	Bid Specification

Documents to be attached with Price Bid

Sr No	Particular
1	Duly Sealed and Signed Price Schedule with price breakup (Annexure-II(A) and/or II(B))