

## **Jaiprakash Power Ventures Limited**

**Corp. Office** : 'JA House', 63 Basant Lok, Vasant Vihar, New Delhi 110057

**Regd. Office** : Complex of Jaypee Nigrie Super Thermal Power Plant,  
Nigrie Tehsil Sarai, Distt. Singrauli-486669 (Madhya Pradesh)

**Website** : www.jppowerventures.com; E Mail : jpvl.coal@jalindia.co.in

### **BID DOCUMENT FOR SUPPLY OF IMPORTED NON - COKING COAL FOR DELIVERED BASIS TO**

### **Jaypee Nigrie Super Thermal Power Plant (JNSTPP)**

**Document No. : TENDER/JNSTPP/IMP-COAL/2022-23/01**

**20<sup>th</sup> May 2022**

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1. **DISCLAIMERS AND MISC TERM:**

1. This Bid Document is not an agreement or offer by Jaiprakash Power Ventures Limited (JPVL)/Jaypee Nigrie Super Thermal Power Plant (JNSTPP) to the prospective Bidders. The purpose of this Bid Document is to provide potential information to parties to assist the formulation of their Bid.
2. While adequate care has been taken to ensure the accuracy, neither JPVL/JNSTPP nor their directors or employees or advisors/consultants, express or imply or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
3. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the relevant infrastructure at the JNSTPP for the satisfactory completion of the work. Bidder should note that Nigrie Plant's siding is JPVN and testing facilities at JNSTPP will be used by multiple Parties including suppliers/contractors of JPVL/ JNSTPP.
4. JPVL/JNSTPP may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be communicated to bidders, who express their desire to participate.
5. Each Bidder unconditionally agrees, understands and accepts that JPVL/JNSTPP reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of contract, and in such case no bidder/intending bidder will have any claim arising out of such action.
6. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the bidder(s) in the process are not reimbursable by JPVL/JNSTPP, and JPVL/JNSTPP will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.
8. In-case of any evidence of cartelization which may be evident by prices being close to one another, behaviour during the process of bidding etc., JPVL Tender committee may decide to summarily reject the bid of such bidders. The decision of JPVL Tender Committee will be final & binding in this respect and no protest/objection will be entertained. Such bidders may also be blacklisted for future participation in JPVL Tenders.
9. Unless otherwise specified, any requisite document is to be submitted in original.
10. JPVL/JNSTPP reserves its right to make changes/amendments to the terms and conditions of Contract which do not have any financial impact.

2. **Instructions to the Bidders**

2.1 **Definitions / Abbreviations:**

- |       |                 |   |   |
|-------|-----------------|---|---|
| (i)   | Purchaser       | : | Jaiprakash Power Ventures Ltd. (JPVL)   |
| (ii)  | JNSTPP          | : | Jaypee Nigrie Super Thermal Power Plant, Nigrie Tehsil Sarai, Distt Singrauli -486669 |
| (iii) | Bidder          | : | The firm which has submitted its Bid as a single Company                              |
| (iv)  | Firm / Supplier | : | The successful bidder to whom the Contract is awarded                                 |

- (v) Language : English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
- (vi) MT : Million Tonne
- (vii) T or Ton or Tonne : Means Tonne which is equivalent to 1000 kg
- (viii) CIF, 'FOR', 'FOB', 'C&F' and other shipping dispatch terms as used herein shall have the meaning in accordance with their usage in India.FOB used here is delivery point at respective power plants
- (ix) ARB : As Received Basis
- (x) ADB : Air Dried Basis
- (xi) LOA : Letter of Award
- (xii) EMD : Earnest Money Deposit
- (xiii) GCV : Gross Calorific Value (kcal/kg)
- (xiv) GST : Goods and Service Tax or 'GST. Taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws)
- (xv) Reference Exchange rate: Reference Exchange rate for a day means the RBI reference Rate in INR ₹ for US\$, as published by Reserve Bank of India.
- (xvi) Contract or Agreement means the Contract entered into between the Successful Bidder and JPVL/JNSTPP, covering the Scope of Supply/work and terms & conditions of contract etc together with all the documents referred to therein such Contract or Agreement.
- (xvii) Contract Price: means the landed price to be paid for the performance of the work detailed under Scope of Supply, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (xviii) Bid Price: means Landed Price of coal at JNSTPP per MT as quoted by the Bidder.
- (xix) GOI : Government of India
- (xx) Local Currency means the currency of the Government of India i.e. Indian National Rupees (₹).
- (xxi) Services : The work to be performed by the successful bidder, pursuant to the Contract, as detailed in the bidding document, Agreement or Contract.
- (xxii) 'Coal', wherever used in these tender documents shall mean and include "Imported Coal"
- (xxiii) Owner means "JPVL"
- (xxiv) Contractor means "Successful Bidder"
- (xxv) "Unloading End" means JPVL Plants i.e. JNSTPP Nigrie Plant
- (xxvi) "Railways Freight" means Standard/Nominal Railway freight for Coal, as per latest Rate circular (FOIS), from proposed loading Railway siding to JPVN sidings.
- (xxvii) Delivery Point : For supplies under this Contract will be at Wagon Tiplers of JNSTPP Plant, siding code JPVN
- (xxviii) Contracted Quantity : means quantity to be supplied by Supplier as per the provisions of the Contract.
- (xxix) Bid : The main bid proposed shall comprise of 3 stages as detailed in the tender document:

2.2 Please visit JPVL website [www.jpvlpowerventures.com](http://www.jpvlpowerventures.com) for NIT details.

- 2.3 Tenders not accompanied with prescribed EMD shall be rejected. EMD shall be in the prescribed mode of payment as asked in NIT, otherwise the bid shall be liable to be rejected.
- 2.4 In case, date specified for opening of Tender, happens to be a public holiday, then next working day shall be considered automatically for the same
- 2.5 JPVL may, at its sole discretion, extend the time for the submission of bid documents.
- 2.6 All the costs and expenses incidental to the preparation and submission of tender, discussions, conferences, if any, shall be borne by the Bidders and JPVL shall bear no liability whatsoever on such costs and expenses.
- 2.7 JPVL reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 2.8 The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for import, shipment, Handling and supply of coal from the concerned authorities, without any additional cost to JPVL. If required, on the request of the successful bidder, JPVL at its own discretion will issue necessary letters / documents as is required to fulfill any obligations without any risk or liability to JPVL.
- 2.9 The successful bidder may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder will have to enter into contract as devised by JPVL on terms & conditions as necessary for execution of contract.
- 2.10 Before submission of the tender, the bidders are requested to make themselves fully conversant with the technical specifications, nature of work, terms & conditions of contract etc. so that no ambiguity arises in this respect at a later date.
- 2.11 Only such firms will be authorized to participate in the tender who would qualify the qualification requirement specified in the tender document.
- 2.12 Bidders are requested to adhere to all clauses of the NIT and terms & conditions to facilitate finalization of the contract. Any clarification can be sought by the bidders before submission of their tenders. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
- 2.13 Not more than one bid for this work will be submitted by one bidder.
- 2.14 Bids submitted for part supply shall not be entertained.
- 2.15 Bid of a firm, not in conformity with any clause of this tender document, is liable for rejection.
- 2.16 **Language of Bid:-**The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and JPVL shall be written in English language only.
- 2.17 No interest shall be payable on Earnest Money Deposit (EMD)
- 2.18 No deviation, whatsoever will be permitted to the provisions of the Bidding documents. Once bidder submits its bid, it is presumed that all the terms and conditions are accepted.

- 2.19 Submission of correct bid proposal is bidders' responsibility and there will be no consideration for errors, emissions on part of the bidders.
- 2.20 The Price Bid of only those bidders will be opened whose offers meet the qualifying requirements of the tender document
- 2.21 **Corrupt or fraudulent practices:-**JPVL requires that Bidders should observe highest standard of ethics during the execution of contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices.
- 2.22 **Obligations of the Successful Bidder:-** The Successful Bidder shall execute the contract and carry out their obligations as per Scope of Supply / Work and terms and conditions defined in the Tender Document or Contract Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to JPVL and shall at all times support and safeguard JPVL's legitimate interests.
- 2.23 **Indemnity:-** Without any protests or demur, 'supplier' indemnifies JPVL and its Branches and agrees to hold JPVL and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to JPVL on account of 'supplier' / omissions / negligence / mistake / misconduct breach or default and /or non fulfillment of terms and conditions of this agreement.

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

### 3. GENERAL INFORMATION ON JPVL

**Jaypee Nigrie Super Thermal Power Plant (JNSTPP)** (2 X 660 MW) at Nigrie, Distt. Singrauli, Madhya Pradesh and **Jaypee Bina Thermal Power Plant (JBTPP)** (2 X 250 MW) at Bina, Madhya Pradesh, are owned by **Jaiprakash Power Ventures Limited (JPVL)**. Both the plants have their dedicated railway sidings for coal unloading, namely JPVN & JBTS respectively. Plants' addresses are given above.

JPVL invites bids for supply of 5,00,000 (Five Lakh) Tons Imported Non-Coking Coal (hereinafter referred to as "Coal") for its power plant, JNSTPP.

The interested bidders are invited to submit their bid comprising of Technical Bid and price bids, in line with the provisions of this bid document. The detailed procedure for submission of bids has been detailed hereunder in this document.

4. **QUALIFICATION REQUIREMENT**

	<b>Parameters</b>	<b>Minimum Requirement for the bidder in quantity</b>	<b>Documents Required to be submitted</b>
<b>Technical Qualification Requirements</b>	Supply of Non-Coking in any one financial year during preceding three financial years. 2021-22, 2020-21 or 2019-20	Supplied 3.0 Lakh Ton Imported coal	Experience/ performance Certificateduly certified by Statutory Auditors as per formats at Annexure-II-A
<b>Financial Qualification Requirements</b>	The average annual turnover of the Bidder for the preceding three financial years as above	Rupees Three Hundred Crores	Turnover and Net Worth duly certified by Statutory Auditors as per Annexure II-B
	The average net worth of the Bidder for the preceding three financial years	Rupees Fifty Crores	
<b>Offered Quantity (5000 GAR)</b>	Minimum Quantity to be offered	5.00 Lakh MT for JNSTPP	To be declared in Covering Letter of Bidder

**Notes:**

- a. Bidding through Consortium is not permitted
- b. JPVL/JNSTPP has right to summarily reject / disqualify bidder at any stage if it transpires to JPVL that bidder has changed it's identity to defeat the past poor record and thus attempted to mislead JPVL.
- c. The Bidder must have handled on their own / agencies the port operations, loading and dispatch through Indian Railways including Liaison with all concern authorities.
- d. The Bidder should not have been blacklisted / banned for participation in any of the power utilities / government / semi-government companies / PSU in India as on date of submission of bid. The bidder shall submit an affidavit duly notarized to this effect as per Format at Annexure attached (Annexure-VII)
- e. Award of Contract(s) will be based on price competitiveness and requirement of JNSTPP and governed by other terms and conditions of this Bid document.

5. **IMPORTANT TIMELINES**

Event wise schedule is as under:

<b>Date</b>	<b>Event</b>
20/5/2022	Publishing of NIT in newspapers
20/05/2022	Date of availability of Bid document at JPVL website
27/05/2022	Last date by when request for soft copy from prospective bidders expressing interest as per the prescribed format to reach at mail <a href="mailto:jpvl.coal@jalindia.co.in">jpvl.coal@jalindia.co.in</a>
30/05/2022	last date for receipt of comments/suggestions (latest by 1800 Hrs)
06/06/2022	Pre-Bid Meeting and resolution of queries.

08/06/2022	Confirmation of final bid specification and notice for bid submission.
11/06/2022	Physical Submission of the bid by 11:00 Hrs
13/06/2022	Opening of Technical Bids at 11:30 Hrs at JPVL, Corporate Office, New Delhi
17/06/2022	Opening of Price Bids at 14:00 Hrs at JPVL, Corporate Office, New Delhi (depending upon number of Bidders and time taken for Tech Evaluation)

**Note:**

1. JPVL/JNSTPP reserves the right to amend the above schedules. Interested parties should monitor JPVL website for amendments/changes on a regular basis.

2. Interested parties, must express their preliminary interest (Annexure-VI) through the letter as per the specific format by due date i.e. by 27/05/2022. **Revised/amended documents (if any) will be mailed only to such Parties who have expressed interest.**

6. **VALIDITY TABLE**

SL NO	DOCUMENT	VALUE (Rs.)	VALIDITY
01	EMD	Rs. 50,00,000 (Rupees Fifty Lakhs only) for JNSTPP	One year from last date of bid submission.
02	CPBG	5% of the contract value	90 days beyond scheduled dispatch of last rake or settlement of dues, if any, whichever is later.
03	PRICE BID	As per Format in Annexure-III (as appropriate for various options)	The price bid will remain valid for 30 days from opening of bid.

7. **EARNEST MONEY DEPOSIT (EMD)**

a) The Bidders are required to make an Earnest Money Deposit (**EMD**) of Rs. 50,00,000/- (Rupees Fifty lakh only), non interest bearing deposit, by RTGS as per Bank details given below:

Beneficiary Name	JNSTP REVENUE ACCOUNT
Credit Account Number	000705033758
Bank Name	ICICI Bank, Gopal Das Building Connaught Place New Delhi
IFSC Code	ICIC0000007

Validity period of EMD should be as per Clause 6 (Validity Table). EMD will be refunded to bidders as per the table below:

On award of Contract to successful bidders.	Qualified bidders on whom Contract is not to be released	Bidders found non-responsive	Bidders found not qualified

Within 15 working days after acceptance of Contract and submission of CPBG.	Within 15 working days of acceptance of Contract by successful bidder on which POs are released and accepted.	Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 15 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes.
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JPVL/JNSTPP shall have the undisputed right to encash the EMD if:

1. The Bidder withdraws its Bid during the validity period of the Bid;
2. The Bidder conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid or tries to influence the outcome of the Bid process, in any manner whatsoever;
3. The Bidder does not accept the arithmetical correction of its Bid price, if JPVL finds any discrepancy during evaluation;
4. In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Acceptance (LOA)/Contract within the specified time limit; and
5. Successful Bidder does not accept the Contract materially aligned with bidding document. The decision of the JPVL/JNSTPP whether such Contract is materially aligned or not w.r.t Bid document will be final and conclusive & would not be questioned or objected. Successful bidder rejecting the Contract despite decision of JPVL with regard to material alignment of Contract w.r.t bid document will be authorizing JPVL to encash/invoke the EMD as per bidding document.

**Important Note:**

**1. In case Bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or CPBG may be encashed by JPVL and Contract if awarded may be annulled. JPVL may also take other actions as appropriate including blacklisting/debarring the bidder from future participation.**

**2. No interest shall be payable on EMD.**

**8. PREPARATION OF BID**

**8.1 The main bid proposal shall comprise of three stages- Stage-1, Stage-2 and Stage-3 as under:**

SL NO	COVER	DOCUMENTS TO BE SUBMITTED BY THE BIDDER
A	Stage-1	i) Covering letter as per format (Annex -I).

<b>B</b>	<b>Stage-2</b>	<p>Along with documents mentioned in Stage-1, bidders are required to submit following documents in Stage-2.</p> <ul style="list-style-type: none"> <li>i. <i>Original Certificates issued by Statutory Auditors required against technical &amp; financial qualification requirement. (Annex II).</i></li> <li>ii. <i>Original declaration/certificate regarding non-audit of accounts of preceding year.</i></li> <li>iii. The documents required to demonstrate Technical qualification (Annex II-A).</li> <li>iv. <i>Self-attested copy of POs/Work orders in support of work experience.</i></li> <li>v. Latest Memorandum of association (MoA), Article of Association (AoA), duly certified.</li> <li>vi. Coal properties duly certified by reputed Inspection agency.</li> <li>vii. Certificate of incorporation and Board Resolution.</li> <li>viii. Import/Export Certificate (IEC) issued by DGFT</li> </ul>
<b>C</b>	<b>Stage-3</b>	Submission of price bid as per Annexure-III of the bid document.

*Note: Soft copy of documents mentioned in stage-1 and stage-2 are also to be mailed to [jpvl.coal@jalindia.co.in](mailto:jpvl.coal@jalindia.co.in)*

- 8.2 In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, interpretation by JPVL as per the original document shall prevail. **In event of the any computational error, the element wise quoted price will be considered as correct bid.**
- 8.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected.
- 8.4 The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format of Annexure III (as applicable). The bid and supporting documents prepared by the bidder shall be in English language only. Documents that are not in English shall be supported with notarized English translation. The English translation in such cases shall prevail for all intents and purposes. The price shall be indicated in figures with landed price at JNSTPP to be indicated in figures and words.
- 8.5 Price bid documents shall be eligible and only printed version shall be accepted. Handwritten documents, erasures, over writing and other changes on price bid shall be liable for rejection.

9. **BASIS OF BIDDING AND OPTIONS**

Bidder has to quote the price in the respective price bid format applicable for the type of coal which will be valid for ordering as per validity table. The option details is as under:

Type of coal	Applicable Price bid format	Applicable Index*
5000 GAR	Annexure- III	ICI-3

**Imported coal, delivered to the plant, with price variation permitted for Index price, Exchange rate (applicable on FOB price), Railway Freight and inland taxes/levies/duties.**

**Element wise price basis is as under:**

**A. FOB price at JNSTPP:**

**FOB price** will be derived by multiplying Index rate (ICI-3 of proceeding Friday of due date of bid submission with SBI TT selling rate of that date.

FOB Price of imported coal shall be subject to variation for payment purpose as elaborated in the FOB Price Methodology including indexation.

**Supplier will provide computation along with supporting credible evidence of applicable indices to determine applicable values which will be used by JPVL plants for billing energy charges.**

- B. Discount on Index:** Bidder may quote a firm discount on the prevailing index. The discount will remain firm throughout the contract period.
- C. Ocean Freight:** Ocean freight will be subject to variation based on Singapore VLSFO bunkar Fuel price in USD/T and variation on account of exchange rate will be provided. For price variation purpose during payment, average of the applicable indices of the immediately preceding 4 weeks of dispatch.
- D. Total Custom Duty:** this element is eligible for variation of tax rate/duty/levy/cess with respect to the rates of quoted date. Bidders are obliged to provide further clarification/submit supporting documents if required by JPVL for reimbursement.
- E.** Firm Basic Port charges, Inland handling and other administrative charges at discharge port up to loading on to Railway wagons (including but not limited to stevedoring, port charges, interacting and any incidentals till wagon loading etc.).
- F.** Standard/Nominal Railway freight (indicating the loading Railway siding and freight slab) from indicated loading Railway siding to JPVL's Plant Railway siding.

Note: JNSTPP Plant railway siding code is **JPVN**.

- (i) Change of loading Railway siding may be done with adequate justification and with prior approval from JPVL/JNSTPP and consequential change in Railway freight, payment shall be restricted to standard Railway Freight for the siding indicated in offer or actual Railway freight whichever is less.
- (ii) This element will be eligible for variation in GST and revision of Railway freight by Indian Railways on the date of supply. Double taxation if any shall be to the account of bidder.

- G. Goods & Services Tax.**  
**Note:** This element will be eligible for variation in tax rate, payable as applicable. However, double taxation, if any, shall be to the account of bidder. As on date applicable GST for coal is 5%.
- H. GST Compensation CESS.** This element will be eligible for variation in tax rate limited to the applicable tax as on date of supply based on the supporting document. As on date applicable GST Compensation CESS is Rs 400/Ton.

- 9.1 **In case of any change in tax rate structure by Government of India which is applicable on the date of supply with respect to prevailing at the time of bidding, same will be admissible for reimbursement.**

Taxes, duties and any financial Government levies under Applicable Law and foreign laws on any account which were applicable at the time of bidding but inadvertently omitted by the Bidder are deemed to have been included in the quoted price. Any new tax or duty which were

not applicable and imposed by Government under Applicable Laws post this bidding process, the same will be admissible for reimbursement. Any taxes and duties which are reduced or withdrawn, Bidder to pass on the consequential benefit to JPVL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same will not be reimbursed by JPVL/JNSTPP from the date of implication.

- 9.2 In case of any deferment of dispatch schedule, any storage / cargo holding charges would not be reimbursed by JPVL/JNSTPP.
- 9.3 Income Tax payable will be to the account of the Bidder. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961, any statutory modification, re-enactment or supplementary/new Act, from all payments on account of Scope of Work or any part thereof completed by the Bidder. JPVL will issue valid certificates for the tax deducted at source.
- 9.4 Bidders are required to comply with all statutory requirements including law of land of sourcing country and, laws of India.
- 9.5 Notwithstanding any other provision, ownership of the cargo will get transferred to JNSTPP after delivery of coal at Plant.
- 9.6 Bidders are required to indicate the likely states in India from where supplies would be invoiced, and the respective GST No. Separate vendor registration forms are to be filled in for each invoicing state along with GST no
- 9.7 No transshipment is permitted. Except, in case of sick wagon is replaced by healthy wagon by Railways at rake loading point duly authenticated by a wagon transshipment certificate issued by loading end Railways Chief Goods Superintendent (CGS) to receiving end CGS.
10. **SUBMISSION OF BID**  
Bidders shall dispatch the original documents or shall submit in original as required under stage 1, stage 2 and stage 3 at the following address. The same should reach by due date of submission as mentioned in important timelines. JPVL shall not be responsible for any delay, whatsoever, in receipt of documents.

Chief Operating Officer,  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok  
Vasant Vihar,  
New Delhi 110057  
E-mail: [jpvl.coal@jalindia.co.in](mailto:jpvl.coal@jalindia.co.in)

- 10.1 Bids submitted by telex/fax/e-mail shall not be considered for evaluation under any circumstances.
- 10.2 Any Bid received after the expiry of the time specified for receiving the same will not be considered.
- 10.3 Validity of Bids:

The Bids submitted should be valid for acceptance till the date as mentioned in Important Time line table in Clause 5.

The Bidder shall quote the prices in the INR currency as per Price Bid format provided in

Annexure III (as applicable).

**Stage-1:**

11. **EVALUATION OF THE PRICE BID**

- i. Evaluation would be based on the landed price (Rs/Kcal) delivered to JNSTPP Plant.
- ii. Price Bids of the Qualified Bidders will be opened by JPVL and bidders' representative, if available, as per the timelines.
- iii. The evaluation will be done based on eligible bid which has offered the lowest landed cost to JNSTPP.
- iv. Decision of JPVL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. JPVL also reserves the right not to enter into any contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of JPVL/JNSTPP or higher than prices of coal from alternative sources. JPVL's decision in this regard shall be final and binding on all the Bidders and JPVL/JNSTPP will not be liable to pay and damages/compensation/cost etc. to any Bidder. JPVL also reserves the right to further negotiate with bidders.
- vi. Bidders will abide unreservedly with JPVL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances, Bidder will challenge either JPVL's decision or its right to make such decision at any time.

The Successful Bidders will be bound to accept LOA(s)/Contract(s)/PO(s), issued pursuant to this Bidding Process. Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder and will result in consequences for withdrawal of the Bid including but not limited to forfeiting of EMD. In such event JPVL will also be free to enter into a Contract with any other Bidder participating in the process.

12. **NEGOTIATIONS AND AWARD OF CONTRACT** - JPVL reserves the right for negotiations as per prudent business practices

- 12.1 As a prudent practice JPVL shall negotiate with L1 bidder to lower the price and further with L2 and so on to match the L1 price.
- 12.2 JPVL may release PO(s) on the Successful Bidder(s) for JNSTPP. Even multiple contract LOA/PO can be awarded to Successful Bidder under the terms of this bid document for each plant.
- 12.3 If for any reason the Bid of the Successful Bidder is rejected or LOA/PO issued to such Successful Bidder is cancelled, JPVL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.

13. **CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**

Within 10 working days of award of Contract, the Successful Bidder shall furnish CPBG of 5% of contract value in JNSTPP A/c. The same will be valid as per Clause 6 (Validity table). The Bank Guarantee shall be as per the format provided (Annex-IV). In case, a

subsequent Contract is issued by JNSTPP, the CPBG available with JNSTPP will be considered for supplies against subsequent Contract.

Contract Performance Bank Guarantee (CPBG) will be kept as a security for performance during the Period of the Bid/Contract validity. In case of unsatisfactory performance, JPVL/JNSTPP at its discretion may invoke the CPBG either in full or in part as the situation may require; and the Bidder will have to submit a fresh CPBG or replenish the shortfall amount as appropriate within 1 (one) week of such invocation and intimation from JNSTPP for the same to bidder. If bidder fails to submit fresh CPBG/replenish the shortfall amount as per the stipulated time of 10 days, then JNSTPP will be at liberty to withhold the payment due for supplies already made to the extent of CPBG/ replenishment required.

14. **CONTRACT QUANTITY AND SCHEDULE OF SUPPLY**

14.1 **Contract Quantity**

Imported Coal of 5000 GAR: Up to 5.0 Lakh Tons uniformly distributed with monthly delivery schedule throughout the period till 15<sup>th</sup> March 2023. The Tentative monthly schedule is as under. The monthly schedule quantity is to be supplied evenly throughout the month. JPVL at its option may change the schedule as desired and will communicate through written communication

Month	Power Plants	Quantity
July-22	JNSTPP	0.48 lakh MT
Aug-22	JNSTPP	0.48 lakh MT
Sept-22	JNSTPP	0.52 lakh MT
Oct-22	JNSTPP	0.52 lakh MT
Nov-22	JNSTPP	0.60 lakh MT
Dec-22	JNSTPP	0.60 lakh MT
Jan-23	JNSTPP	0.60 lakh MT
Feb-23	JNSTPP	0.60 lakh MT
Mar-23	JNSTPP	0.60 lakh MT
	Total	<b>5.0 lakh MT</b>

15. **SCOPE OF WORK AND TECHNICAL SPECIFICATION**

15.1 The Bidder's Scope of Work:

Source, import and supply of imported non-coking steam Coal of foreign origin and delivery up to Jaypee Nigrie Super Thermal Power Plant, Nigrie unloading sidings (JPVN) as per the required specifications as under. Scope of Work also includes all the required and incidental activities there to.

**Delivery Point:**

The Delivery Point for Coal will be up to the designated location i.e. up to the wagon tippers of respective plant's unloading sidings. The Bidder will intimate Plant's representatives in advance regarding likely delivery period. Bidders are advised to assess the entire infrastructure including the facilities within JNSTPP.

**Coal Specifications – 5000 GAR Base GCV:**

- i. The specifications of imported non-Coking Coal are tabulated below.(5000 GAR)

	<b>Basis</b>	<b>Contracted</b>	<b>Rejection</b>	<b>Measure</b>
Gross Calorific Value	ARB	5000-5200	Below 4500	Kcal/Kg
Total Moisture	ARB	Upto 25%	Above 32%	%
Inherent Moisture	ADB	Upto 8%	Above 8%	%
Sulphur Content	ADB	Up to 1.0 %	Above 1.0%	%
Ash Content	ADB	8% to 10%	Above 10%	%
Volatile Matter	ADB	25% to 45%		%
Fixed Carbon	ADB	By difference		%
Size	mm	Upto 50 mm	However, size of Coal less than 2.36 mm shall not be more than 10% of quantity received at power plant.	mm
Size	Above 75 mm	0		%
Ash Fusion Temperature (IDT)	Reducing Atmosphere	1100-1250		Degree Centigrade
HGI	-	45-60		

ADB: Air Dried Basis

ARB: As Received Basis

15.2 In order to have up-to-date information about indenting, loading, dispatches and movement of coal rakes on daily basis, the Bidder will keep Fuel Sourcing Group, JPVL informed on the following matters on daily basis:

- a. Rakes indented
- b. Rakes being loaded
- c. R.R. Details i.e. RR No., FNR No., RR Wt., Details of indent against which the Rake loaded etc.
- d. Rakes in pipeline
- e. Likely time of receipt of rakes at Plant.
- f. Copy of RR immediately after generation.
- g. Original RR to be submitted within 7 days of receipt of rake.

The above information may be shared as per the predetermined methodology (by email), generally @ 09.00 A.M. on a daily basis.

16. **QUALITY AND QUANTITY ASSESSMENT:**

Coal specifications shall be tested at Plant's unloading sidings by an Independent NABL certified agency appointed by the buyer. The Agency shall draw samples and will do analysis at Plant's laboratory as per IS 436 & IS 1350 Standards. Measurement of Sulphur, HGI and IDT shall be carried out at NABL Accredited Lab (third party) as decided by JPVL management.

Coal quantity shall be measured through the In Motion weighbridges installed at Respective Plants.

The quantity and quality assessment done at Plant shall be final and binding for all payment purposes.

17. **PENALTIES & VARIOUS PRICE ADJUSTMENT ON ACCOUNT OF DEVIATION:**

a) **(5000 GAR)**

i) Penalty on account of excess moisture over Base total moisture

In case of Total Moisture TM% as analysed at Plant Laboratory is in between 25% & 32% then the Weight Correction for excess Total Moisture (ARB) of Coal will be worked out as under:

ii) For total moisture

{(As Received Basis (ARB)) 25%<TM<=32 %

Weight of coal to be reduced (For 25<B<=32) =  $A \times 0.13 \times (B - (C \times (100 - B) / (100 - C))) / 100$

A- Coal received weight

B- % value of TM of coal received

C- Base parameter value of TM (25%)

iii) Penalty on excess fines Coal in the rake .

The Bidder will endeavour to ensure that fines in the coal delivered in the rake at Plant are not above 10% of received qty.

In case qty in the rake is >10% then weight of Coal to be reduced =  $(A \times B / 100) \times 0.1$

A= Qty received at site,

B= increase in coal fines above 10%, Qty of fines is 15% then

B=(15-10) = 5.

iv) Penalty on Lower GCV:

The GCV of the coal delivered will be analysed on rake to rake basis, if the analysed weighted average monthly GCV of the coal delivered deviates from the specifications then, the compensation will be derived as follows:

**Coal (Base GCV of 5000 GAR)**

Price Base	Actual	Compensation	Formula
GCV(ARB)/GAR (Kcal/kg)	GCV(ARB)/GAR received (Kcal/kg)		
5000	=<5000 & >=4500	On Energy adjust basis	Landed price* Actual GCV/(5000)

v) Penalty on excess Sulphur:

If Sulphur content of the rake as per sampling/analysis at loading point exceeds the base Sulphur content, a penalty of Rs 200 PMT for every increase of 0.1% in sulphur will be levied.

vi) Penalty on excess Ash:

Ash Content (ADB) : Air Dried Base 8<Ash<=10

Weight of coal to be reduced (for 8<Ash ,=10)

=  $A \times 1.02 \times (B - (C \times (100 - B) / (100 - C))) / 100$

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

18. **BILLING & PAYMENT:**

All payments shall be made by the Purchaser to the Supplier within 30 days from the date of receipt of material at place of destination, and receipt of supplier's invoice provided that the documents submitted are complete in all respects and duly certified by buyer.

Seller shall provide its GST registration certificate and also provide GST compliant invoice supported by all necessary documents. All payment, shall be made in Indian Rupees only.

19. **Insurance:**

Supplier shall arrange for insurance covering all risks in the phases of Marine / transit of Coal consigned to purchaser upto the delivery point.

20. **Settlement of Disputes:**

If any dispute/ inconsistency is not resolved by mutual discussions within 30 (thirty) days, then the dispute shall be resolved by binding arbitration. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996. Each Party shall appoint one arbitrator who shall select the third arbitrator within thirty (30) days of the selection of the second arbitrator. The arbitration proceedings shall be in the English language and the venue of the arbitration proceedings shall be New Delhi.

## **ANNEXURE I: COVERING LETTER**

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

Date: \_\_\_\_\_  
From: \_\_\_\_\_

Tel. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

To

Chief Operating Officer  
Jaiprakash Power Ventures Limited ,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

Dear Sir,

**Sub: Bid for Supply of Non-Coking Imported Coal to Jaiprakash Power Ventures Limited.**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the "**Bidder**") and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original + (1) hard copy and soft copy by mail with scanned copies of documents as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation, weighment and sampling & testing facilities at plants of Jaiprakash Power Ventures Limited (i.e. JNSTPP) as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
7. We hereby confirm that we will abide unreservedly with JPVL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we will challenge either JPVL's decision or its right to make such decision at any time in the future.
8. We agree to furnish any additional information and documents as required by JPVL to establish representation made by us in this Bid at all times. We also confirm that JPVL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
9. The Bid will remain valid for acceptance as per the Clause 5 (Validity Table) of the Bid Document for ordering at any point of time during its validity.
10. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation from any of the provisions of Bid Documents.
11. We confirm that we have no record of any previous blacklisting by any Generation Agency in any

- tender process or otherwise under any previous business relationship with JPVL.
12. We confirm that our quoted prices are based on the provisions of the Bid Documents.
  13. We confirm that our rates are firm for supply of the quantum of coal indicated.
  14. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.
  15. We confirm that our Bid includes all applicable taxes. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
  16. We confirm that we have read and understood requirements regarding blacklisting and are in agreement with the same.
  17. We hereby confirm that our minimum quantity offered is.....MT of Coal (5000 GAR) for supply during the contract period.
  18. The details of contact person are furnished as under:

Name:  
Designation:  
Name of the Company:  
Address of the Bidder:  
Mobile Nos.:  
Fax Nos.:  
E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

NameDate: .....

Place: .....

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

*(On Letter Head of Statutory Auditors)*

**II-A. Technical Qualification**

To,

Chief Operating Officer  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

Dear Sir,

**Sub: Bid for Supply of Non-Coking Imported Coal to Jaiprakash Power Ventures Limited  
(summary of credentials)**

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ having offices at .....

We hereby certify in respect of M/s. \_\_\_\_\_ that:

Technical Qualification Requirements	(Supplies made following quantity of Non-coking Coal to end-user (power/ cements/ industrial entities in India) on (CIF/FOR basis) in the preceding three financial years was	___MT
Financial Qualification Requirements	Average annual turnover for the preceding three financial years was:	Rupees
	(Average net worth for the preceding three financial years was:	Rupees

*(Signature and Stamp of statutory Auditors of Bidding Company)*

Name of the Partner/ Proprietor Membership No

Date:

Place:

UDIN No.

## II-B. Financial Qualification

To,

Chief Operating Officer  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

Dear Sir,

**Sub: Bid for Supply of Non-Coking Imported Coal to Jaiprakash Power Ventures Limited  
(summary of credentials)**

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ having offices at \_\_\_\_\_.

We hereby certify that M/s \_\_\_\_\_ (Bidder) has supplied Coal to end-user (power/ cements/ industrial entities in India) directly or through PSU(s) or Coal Trader in India (on CIF/FOR Basis) as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied(Ts)
1			
2			
3			

*Signature and Stamp of statutory Auditors of Bidding  
Company)*

Name of the Partner/ Proprietor Membership No

Date:

Place:

UDIN No.

### ANNEXURE III: PRICE BID FORMAT

Jaiprakash Power Ventures Limited – **Price Bid**  
(On Letter Head of Bidder)

To,

Chief Operating Officer ,  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

**Sub:** Bid Documents for Supply of Non-coking imported coal GCV 5000 GAR to **JNSTPP on FOR delivered to JPVN siding.**

Dear Sir,

Having examined the Bid Documents No. **JNSTPP/Import Coal/2022-23/.....** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of upto 5.00 Lakh Metric Tons Non-Coking Imported Coal for Jaypee Nigrie Super Thermal Power Plant" in full conformity with the Base parameter specifications mentioned in Bid Documents for the sum, inclusive of all taxes and duties:

SL. NO	PARTICULARS	UOM	JNSTPP Railway siding
a.	Offered quantity	(inTon's)	
b.	Published Index (ICI-3) on preceding Friday of due date for bid submission	(USD /T)	
c.	Discount on index	(USD /T)	
d.	Ocean Freight based on Singapore VISFO on preceding Friday of due date	(USD /T)	
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)	
f.	Applicable FOB, $f = (b - c + d) \times e$	(Rs /T)	
g.	Marine insurance -Firm	(Rs /T)	
h.	Total Customs duty (details to be furnished)	(Rs /T)	
i.	Discharge Port stevedoring, port handling, interacting, logistics up to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/T)	
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to Plant's Railway siding JPVN & JBTS.	Freight (Rs/T)	
		Freight Distance	
		Loading siding	
k.	Sub Total (f + g + h + i + j)	Amount (Rs/T)	
l.	GST as applicable on (k) Tax rate	Amount (Rs/T)	
m.	GST Compensation CESS	RS/T	
n.	Landed Cost (k + l + m)	(Rs/T)	

**Note:**

**Landed cost is computed based on applicable taxes. Supplier to comply with the procedures as required.**

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by JPVL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge JPVL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by JPVL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Kcal) derived from the applicable prevailing indices.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE IV:**  
**PERFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No.....

Date .....

To,  
Chief Operating Officer ,  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

Dear Sir,

In consideration of M/s. Jaiprakash Power Ventures Limited, having its registered office at Complex of Jaypee Nigrie Super Thermal Power Plant, Nigrie , Tehsil Sarai, dist. Singrauli 486669 ( M.P) and corporate office at ' JA House' 63, Basant Lok, Vasant Vihar , New Delhi -110057 (hereinafter referred to as 'JPVL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s ..... (Insert name of Bidder) having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ [hereinafter referred to as the "Bidder" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Coking Imported Coal to Jaypee Nigrie Super Thermal Power Plant**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees ..... Crores Only) (as per Cl.no. .... of PO no..... dated....., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at ....., and issuing branch at ..... (hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay JPVL, on demand any and all monies payable by the Bidder to the extent of Rs..... /- (Indian Rupees \_\_\_\_\_ Crores only) (as per Cl.no..... of Contract no..... dated....., insert as applicable), as aforesaid at any time up to ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder. Any such demand made by JPVL on the Bank will be conclusive and binding notwithstanding any difference between JPVL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of JPVL and further agrees that the guarantee herein contained will continue to remain enforceable till JPVL discharges this guarantee.

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

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

The Bank also agrees that JPVL at its option will be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Bidder and notwithstanding any security or other guarantee that JPVL may have in relation to Bidder's liabilities. This Guarantee can be enforced by JPVL any number of times for their claims or demand to the total extent of Indian Rupees...../- (Indian Rupees\_\_\_Crores only) (as per Cl.no..... of Contract no.....dated....., insert as applicable), as long as it remains in force.

We, the -----name of Bank), also undertake not to revoke this Guarantee during the currency except with the previous consent of the JPVL in writing and agree that any change in the constitution of the said Bidder or the ----- name of Bank will not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees ...../- (Indian Rupees ..... Crores only) (as per Cl.no of Contract no.....dated....., insert as applicable), and will remain in force up to and including ..... (the date) and will be extended from time to time for the period, as may be desired by M/s ..... (the Bidder) on whose behalf this guarantee has been given. This Bank Guarantee will be operative in our \_\_\_\_\_ branch. This Bank Guarantee is governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month, year) at \_\_\_\_\_  
(place)

Witness:

Signature

Name

Office Address

Attorney as per Power of Attorney Number:

Signature

Name

Designation with bank Stamp

Date:

Note:

1. The Stamp Paper of appropriate value will be in the Name of the Bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executants along with bank stamp should be inserted.

*(Bidders at their option may get draft of CPBG vetted by JPVL prior to getting the same issued by the Bank).*

**ANNEXURE V:**  
**FORMAT FOR COAL QUALITY ANALYSIS REPORT AT LOADING END**

The Following report to be submitted for every Rake dispatched as applicable:

<b>Name of the Bidder</b>	
<b>Name of Coal Testing Agency</b>	
Rake No.	_____
Date of Sampling	DD/MM/YYYY
Date of Preparation	DD/MM/YYYY
Source of Coal	Source (In case of multiple sources, mention quantity from each source)
Rake Quantity (MT)	
GCV (ARB) of Coal	
Ash (ARB)	
TM (ARB)	
VM (ARB)	
Sulphur% (ADB)	
Size Analysis	
Source of Coal	Country of origin supported by the certificate by IIAC.
Indent Placement date:	DD/MM/YYYY
Siding Name (with code)	

**ANNEXURE VI:**  
**FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS**

To,  
Chief Operating Officer  
Jaiprakash Power Ventures Limited,  
JA House, 63, Basant Lok,  
Vasant Vihar, New Delhi -110057

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in Bid Process (Name of Bid process as appearing in the Press EOI/NIT)**

This has reference to your NIT published in (name of News Paper) on \_\_\_\_\_. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with JPVL in past.

We acknowledge that timely & safe transportation of coal without any pilferage / swapping / loss / lapse is key requirement and assure you that we shall live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax nos:

Contact person(s):

Designation:

Contact details (incl email):

Main line of Business: Coal washing/Coal Trading/ Coal Mining Top three customers:

Any other information:

Yours faithfully,

For.....

Name of Authorized Representative:

Designation:

**Note:**

1. Filled up, signed and stamped copy of above format may be scanned and emailed to [jpvl.coal@jalindia.co.in](mailto:jpvl.coal@jalindia.co.in).

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

NIT No.: \_\_\_\_\_

Dated \_\_\_\_\_

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

Affidavit of Shri \_\_\_\_\_ S/O \_\_\_\_\_ Aged  
\_\_\_\_\_ R/O \_\_\_\_\_

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

1. That I am working as \_\_\_\_\_ (Designation) (Name and address of the bidder) since \_\_\_\_\_
2. That I am duly authorized by \_\_\_\_\_ (name of the bidder) to submit this affidavit of its behalf.
3. That bidder is submitting a bid in response to invitation for bid for supply of \_\_\_\_\_ Lakh Tons (T) of imported coal for power plants of JPVL.
4. That bidder is not Black listed/ debarred/suspended for business or Banned as on date of submission of bid by any power utilities / Government / Semi Government / Government Undertaking Organizations/Companies/PSUs in India & abroad.
5. That bidder has successfully fulfilled all the contractual obligations in all organizations, referred to in Para 4 above, including supply of coal from given origin.
6. That if at any point of time the declarations given above are found to be incorrect, JPVL 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 \_\_\_\_\_ 2022 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

