
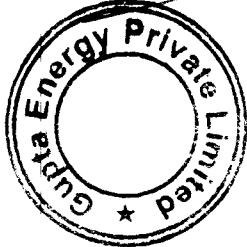


Enquiry Document for Procurement of 12 Lacs MT \pm 10% of Coal

Enquiry Reference No: GEPL/Coal/2012-13/001

Issue Date: 1st November 2012

Offer Submission Date: 10th November 2012

1. INTRODUCTION

Gupta Energy Private Limited (hereinafter referred as "GEPL"), an Associate Company of Gupta Group, having 660 MW Power Station Plant out of which 2x60 mw is operational and 2x270 is under erection at Village Usegaon, Gugus, Dist: Chandrapur, Maharashtra wishes to procure 12 Lacs MT of Coal of specifications mentioned herein, to be supplied over a period of Twelve (12) months (1 lakh Mts per month) on F.O.R. Vimla Siding basis (Alpha Code: PVIT).

2. GENERAL INFORMATION

- (a) The prospective bidders are invited to submit their Techno - Commercial Bid, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereunder in this document.
- (b) The offers should be valid and open for acceptance for a minimum period of 30 days from the due date of submission of bids. Bids with shorter validity period shall not be accepted.
- (c) The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process are not reimbursable by GEPL, and GEPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (d) GEPL 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.

3. QUALIFYING CRITERIA

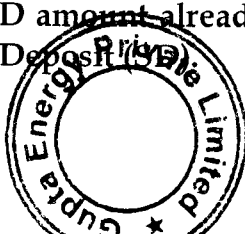
Bidder should have supplied 2, 00,000 MT (in single year) imported Coal on F.O.R. Plant/Siding basis. Bidder shall furnish the copy of experience certificate(s) for satisfactory completion of Order.

Bidder(s) satisfying the above requirement shall be qualified for the participation in this tender.

4. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT(SD)

The bidder are required to submit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs Fifty thousand only) in the form of Demand Draft favoring Gupta Energy Private Limited, Payable at Nagpur along with their offers. Offer without accompanying the DD will not be considered. The EMD shall not bear any interest & for unsuccessful bidder it will be refunded within 30 days from the finalization of order.

The successful bidder(s) will be required to submit a Security Deposit of 1% of the total order value in the form of Demand Draft favoring Gupta Energy Private Limited, Payable at Nagpur OR Bank Guarantee within 10 days from the issuance of LOI. The EMD amount already paid by the bidder will stand adjusted against the Security Deposit.



A handwritten signature in black ink, appearing to be a stylized name, located to the right of the circular stamp.

5. SCOPE OF WORK

The Scope of Work includes supply of imported Coal of the designated quality at GEPL power station. The bidders have to quote the price on F.O.R. Vimla siding basis (Alpha Code: PVIT). Unloading of rakes & transportation of coal to plant shall be arranged by GEPL.

6. QUANTITY

The Successful Bidder(s) shall supply 12 Lacs MT \pm 10% of Coal having specification as detailed in clause no 7 and shall be supplied in accordance with the delivery schedule as detailed in clause no 8.

7. SPECIFICATIONS OF COAL:

The Coal to be supplied shall have the following specifications:

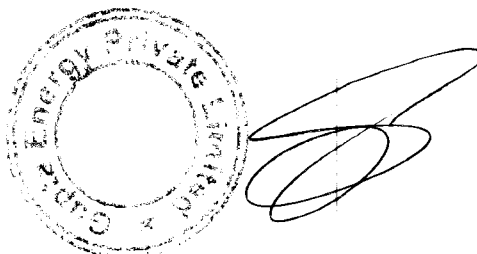
Parameters	UOM	Imported Coal
Total Moisture (ARB)	%	36 %, Rej: > 40
Ash (ADB)	%	6%, Rej: > 10
Inherent Moisture (ADB)	%	13 - 15
Volatile Matter (ADB)	%	38 - 42
Sulphur (ADB)	%	0.5 - 0.8, Rej: > 0.8
GCV (ARB)	K Cal/Kg	3800, Rej: < 3600
HGI	No	45 - 55
Size	Mm	0 - 50
Fines (-1mm)		< 10%

8. DELIVERY SCHEDULE

The Successful Bidder(s) shall supply the offered quantity of coal over a period of Twelve (12) months(1 lakhs Mts per month) beginning from 1st December, 2012 on F.O.R. Vimla siding basis for GEPL's 2 x 60 MW TPS.

GEPL may change the delivery schedule in consultation with the successful bidder.

Monthly supply schedule shall be strictly adhere to, if the supplies made by the supplier is less than 75% of the monthly stipulated quantity in any month of contract period, the buyer reserves the right to terminate the supplies and forfeit the security deposit.



9. PRICE

Bids will be evaluated based on quoted price on F.O.R. Vimla Siding basis inclusive of CIF price of coal, Taxes & Duties, Statutory Charges, Royalties, Port Handling & Stevedoring Charges, Loading/Unloading Charges, Railway Freight and all incidental expenses.

Any other charges like Demurrage/Despatch, Wharfage, Overloading/Under loading charges etc. as applicable for Ports and Railways shall be to the account of the Successful Bidder(s). However, any delay/detention charges of Rakes at Vimla Siding (Code: PVIT) due to GEPL's default shall be to the account of GEPL.

The price shall remain firm with reference to the contracted quality, quantity & delivery terms and the contract period. No escalation is allowed on any account except Railway Freight and other statutory taxes & duties after submission of gadget notification issued by concerned Government department.

Supplier shall mention the siding from where the coal is going to be transported to PVIT siding, No price escalation will be allowed in case of change in the railway siding other than the one mentioned in the bid document.

The pattern of billing by supplier shall be rake to rake basis.

10. QUANTITY DETERMINATION

The weight recorded at PVIT Railway Siding weighbridge shall be final & binding for payment purpose.

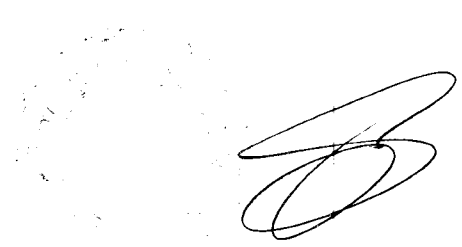
It will be the responsibility of the Supplier to inform the rake arrival time to GEPL at-least 24 hours in advance.

11. QUALITY DETERMINATION

The Sampling of coal will be carried out at the receipt point after unloading of the rakes. Determination of quality of Coal shall be done in GEPL Laboratory which will be final & binding in all respects.

The supplier(s) will have the right to depute their authorized representative to witness the sampling & analysis process.

In case of major variations / disputes representative samples may be sent to 3rd party Laboratory (CFRI) at Suppliers cost whose analysis will be final & binding.



Sampling and analysis shall be made in accordance with the latest revision of the relevant IS standards.

12. ADJUSTMENT ON QUALITY VARIATIONS

No bonus will be given for GCV exceeding the specified limit of (GCV) ARB. Price adjustment shall be applicable for deviations from the Agreed / Contractual Specifications as per the following clause based on the analysis report at the delivery point (i.e. GEPL's plant Laboratory):

(i) Gross Calorific Value {As Received Basis (ARB)}

If the Gross Calorific Value (GCV) on ARB as per sampling/analysis at GEPL Power Station is less than the contracted GCV on AR Basis, the price will be adjusted as per the formula given below:

$$\text{Adjusted Price} = \frac{\text{Contracted Rate} \times \text{Actual GCV ARB (GEPL end)}}{\text{Contracted GCV ARB}}$$

Note: If the GCV (ARB) at GEPL Power Station end is above the guaranteed value, the portion above the guaranteed value shall be ignored for the above calculations.

(ii) If the Coal received as above is having Sulphur content above 0.5%, then penalty

Will be levied as below:

a) @ Rs.5/- per MT for every 0.01% rise in Sulphur upto 0.8%. As per this, penalty

Will be for 0.5(-) 0.8 = 0.30%

$$\text{Rs.} \frac{5 \times 0.30}{0.01} = 150$$

0.01

13. PAYMENT TERMS:

The 80% payments will be made by an irrevocable, non-transferable, revolving letter for credit after receipt of coal at GEPL's plant stockyard and receipt of quality analysis results. The balance payment shall be released after the delivery of monthly scheduled quantity and adjusting the quality and quantity penalty levied as per the contract terms.

The list of documents required for negotiating letter of credit:

- 1) Invoices raised and accepted by GEPL.
- 2) Railway receipts
- 3) PVIT weighbridge report for quantity received.
- 4) Laboratory analysis report of GEPL lab.



14. LIQUIDATED DAMAGES

In the event of Supplier's failure to supply the material within the specified time, the Supplier shall have to pay Liquidated Damages a sum equivalent to Half percent of the total order value of the material, which the Supplier had failed to supply as aforesaid, for each and every week (part of a week being treated as a full week) during which the material is not supplied. However, such liquidated damages shall not apply to any period of extension granted by the GEPL under Force Majeure conditions as defined below:

- a) War, invasion, armed conflict, act of foreign enemy, blockade, embargo, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including fire, lightning, cyclone, typhoon, whirlwind, flood, tidal wave, tempest, storm, drought, earthquake, landslide, epidemic or similar cataclysmic event or other unusual or extreme adverse weather or environmental conditions adversely impacting performance of either Party to this Agreement;
- c) Industry/ nationwide/ statewide strikes, lockouts, work stoppage and such other industrial action by workers, only if such events are not limited to Bidder or GEPL; and Any event or circumstances having similar effect of a Force Majeure event as above which are beyond reasonable control of the Parties or any other similar or dissimilar cause reasonably beyond the exclusive control of the parties and not attributable to its neglect

The total liquidated damages shall not exceed five percent (5%) of the contract price of the material so delayed.

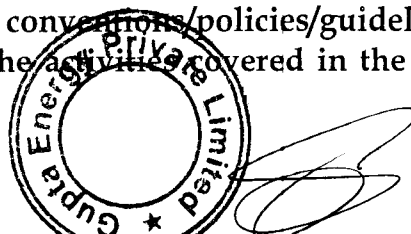
GEPL will also be at liberty to cancel the order, if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable for the belated supplies.

15. RISK PURCHASE

If the successful bidder fails to adhere to quality norms, delivery schedules and other terms and conditions contained in the Agreement for purchase of coal, GEPL shall have the liberty to procure the material from an alternate source at the Successful Bidder's risk and cost, and the Successful Bidder shall be liable to make good the loss incurred by the GEPL.

16. COMPLIANCE WITH GOVERNMENT ORDERS

Coal to be supplied under the Agreement, is meant for the purpose of generation of power at GEPL power stations. Successful Bidder shall ensure compliance of all regulations/ conventions/policies/guidelines/ orders etc. in force related to any or all of the activities covered in the imports, including



shipping of the consignments, insurance, clearing, handling & forwarding and inland transportation etc.

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

17. CONFIDENTIALITY

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

18. ARBITRATION

The parties hereto agree that the Agreement for Coal Supply shall be governed and construed in accordance with the prevailing Indian Law. Any difficulty or dispute or difference arising out of and under the Agreement shall be settled by the parties hereto amicably by mutual agreement. In case no settlement/agreement is reached, the dispute shall be referred to the sole arbitrator to be appointed by GEPL and the provisions of Arbitration & Conciliation Act 1996 (as amended from time to time) shall apply.

The award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Nagpur, Maharashtra, India.

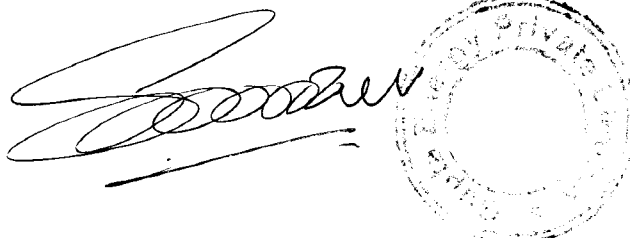
19. SUBMISSION OF OFFER

The last date for submission of your offer shall be 10th November 2012.

20. Negotiations: The terms and conditions mentioned in the tender document are Open for further negotiations.

21. Communications: Any query/clarification pertaining to this tender shall be addressed to;

DGM - Business Development
Gupta Tower, 5th Floor,
Temple Road, Civil Lines,
Nagpur - 440001
Tel: +91 712 6657400
Mo: 9325001182
e-mail: tenders@guptaglobal.com

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "GUPTA GLOBAL LIMITED" around the perimeter and "NAGPUR" in the center.