

Amended RFP



Power Finance Corporation Limited

(A Govt. of India Undertaking)

Request for Proposal

for

Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector

Date: November 26th, 2021

Issued by:

Power Finance Corporation Limited

Address:

Urjanidhi, 1, Barakhamba Lane,
Connaught Place, New Delhi – 110001
Telephone: 011.23456000
Website: www.pfcindia.com

Table of Contents

Disclaimer	3
1. Definitions and Interpretations	5
1.1. Definitions	5
1.2. Rules of Interpretation	8
2. Empanelment of TPSA	9
2.1. Introduction	9
2.2. Key features of empanelment	10
2.3. Brief description of Bid Process	13
3. Eligibility Criteria and Qualification Requirements	15
3.1. Eligibility of Bidders	15
3.2. Qualification Requirements	17
4. General Instructions to Bidders	20
4.1. Acknowledgement by Bidder	20
4.2. Rights of Bid Process Authority	20
4.3. Clarifications	21
4.4. Amendment of RFP	22
4.5. Confidential information and proprietary data	22
4.6. Governing law and jurisdiction	22
4.7. Validity of Bids	23
4.8. Bid Security Declaration	23
4.9. Empanelment fee	24
5. Preparation and Submission of Bids	25
5.1. Number of Bids	25
5.2. Language of Bids and Correspondence	25
5.3. Bid Due Date	25
5.4. Technical Proposal	25
5.5. Financial Proposal	26
5.6. Cost and currency of Bids	27
5.7. Signing of Bids	27
5.8. Submission of Bids	27
5.9. Substitution or Withdrawal of Bids	29
6. Opening and Evaluation of Bids	30
6.1. Opening of Bids	30
6.2. Determination of Responsiveness and Evaluation of Technical Proposals	30
6.3. Evaluation of Financial Proposals	31
6.4. Selection of Successful Bidder(s)	32
6.5. Clarification on Bids	32
7. Annexure	33
7.1. Formats for Technical Proposal	33
7.2. Other Formats and Annexure	59

Disclaimer

The information contained in this RFP or any other information provided to Bidders, in writing, by or on behalf of the Bid Process Authority and its employees or advisors is provided to Bidders on terms and conditions set out in this RFP and such other specific terms and conditions subject to which such information is provided.

This RFP is not an agreement by itself and is neither an offer nor an invitation by Bid Process Authority to Bidders or any other Person. The purpose of this RFP is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.

This RFP includes statement which reflect various assumptions and assessments arrived at by the Bid Process Authority and its employees or advisors. Such assumptions, assessments and statements do not purport to contain all information that Bidders may require. The information contained in this RFP may not be appropriate for all persons and it is not possible for the Bid Process Authority and its employees or advisors to consider the data requirements, investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP to Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended as a complete or authoritative statement under any law. The Bid Process Authority and its employees and advisors accept no responsibility or otherwise any obligation on any interpretation or opinion on laws expressed in this RFP.

Except as specifically provided in this RFP, the Bid Process Authority and its employees and advisors make no representation or warranty, expressed or implied, and shall have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or contract or tort or any principle of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of or in connection with anything contained in this RFP, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained in this RFP or deemed to form part of this RFP or otherwise supplied or arising in any way from the empanelment process of TPSA.

It shall be deemed that by submitting Bid, a Bidder agrees and releases the Bid Process Authority and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights or performance of any obligations under this RFP or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights or claims it may have in this respect, whether actual or contingent, whether present or in the future.

The Bid Process Authority and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, arising from reliance of any Bidder upon the content of this RFP. The Bid Process Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP.

Request for Proposal

The issuance of this RFP does not imply that the Bid Process Authority is bound to qualify any Bidder or to select any Bidder for the stated purpose. The Bid Process Authority reserves the right to reject all or any of the Bids or cancel or withdraw the entire RFP process without assigning any reasons whatsoever and without any liability.

This RFP, along with its Annexures, is not transferable. The RFP and the information contained therein is to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

1. Definitions and Interpretations

1.1. Definitions

- 1.1.1. The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

Addendum or Addenda	shall mean an addendum or addenda to this RFP;
Address	shall mean the address as per Clause 2.3.9;
Affiliate	shall mean a company that either directly or indirectly (i) controls or (ii) is controlled by or (iii) is under common control with a Bidder and "control" means ownership by one company of twenty six percent (26%) or more of the voting rights of the other company;
Annexure	shall mean an annexure to this RFP;
Authorized Signatory	shall refer to the person authorized by the board of the Bidder to sign Bid on behalf of Bidder and in whose name the Power of Attorney (PoA) has been issued as per the Format 7.1.2 of this RFP;
Bid	shall mean the required documents including the Technical Proposal and the Financial Proposal submitted by the Bidder in response to this RFP, in accordance with the terms and conditions hereof;
Bid Due Date	means the last date and time for submission of the Bid as specified in the Bid Schedule and as extended from time to time in accordance with Clause 5.3 of this RFP;
Bid Process	shall mean the process undertaken by Bid Process Authority to empanel Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector as per the terms and conditions set out in this RFP;
Bid Process Authority	shall mean Power Finance Corporation Limited authorized by Ministry of Power for carrying out the Bid Process for "Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector";
Bid Schedule	shall mean the schedule of Bid Process set out in Clause 2.3.8, as may be amended from time to time;
Bid Security	shall have the meaning ascribed to it in Clause 4.8 of this

Declaration	RFP;
Bidder	shall mean such single Company or Partnership Firm submitting a Bid in response to this RFP;
BIS	shall mean Bureau of Indian Standards;
CIMFR	shall mean Central Institute of Mining and Fuel Research;
Clause	shall mean a clause of this RFP;
Coal Consumer	shall mean power generation entities procuring coal from Coal Producer;
Coal Producer	shall mean Coal Companies viz. CIL & its subsidiaries and SCCL.
Companies Act	shall mean the (Indian) Companies Act, 2013, as amended from time to time, and any previous Companies Act in India as the context may require;
Company	means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute in its jurisdiction;
Conflict of Interest	shall have the same meaning as ascribed in Clause 3.1.2 of this RFP;
Eligibility Criteria	shall mean the eligibility criteria required to be met by the Bidder as per Clause 3.1 of this RFP;
Financial Proposal	shall mean Bidder's quotes as per Clause 5.5 of this RFP;
Financial Year	shall mean each 12-month period commencing on 1 st of April of a calendar year and ending on 31 st of March of the next calendar year; In case of an international Bidder the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business shall be considered for the purpose of its financial statements to be submitted for meeting the Qualification Requirements as per Clause 3.2 of this RFP;
Financially Evaluated Entity	shall mean a Company that has been evaluated for the satisfaction of the Financial Qualification Requirements set forth in Clause 3.2.1;
FSA	shall mean Fuel Supply Agreement;
ISO	shall mean International Organization for Standardization;
NABL	shall mean National Accreditation Board for Testing and Calibration of Laboratories;

Parent Company	shall mean a company that holds more than fifty percent (50%) of the paid - up equity capital directly or indirectly in the Bidder;
Partnership Act	shall mean the (Indian) Partnership Act, 1932, as amended from time to time;
Partnership Firm	shall mean a firm registered under the Partnership Act;
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity;
Qualification Requirements, Technical Qualification Requirements, Financial Qualification Requirements	shall have the respective meaning as set out in Clause 3.2 of this RFP;
Qualified Bidder(s)	shall mean those Bidders who are short-listed subsequent to evaluation of their Technical Proposal and are eligible for opening of their respective Financial Proposal in accordance with Clause 6.2.8 of this RFP;
RFP	shall mean this Request for Proposal document along with all schedules, annexures and Tripartite Agreement and shall include any modifications, amendments or alterations or clarifications thereto;
Rupee or INR	means Indian Rupee, the lawful currency of India;
SCCL	shall mean The Singareni Collieries Company Ltd.
Successful Bidder (s)	shall mean the Bidder(s) selected pursuant to this Bid Process for empanelment for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector;
Technical Proposal	shall mean the documents as specified in Clause 5.4 of RFP;
TPS or Third Party Sampling	shall mean collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector as specified in Clause 2.2.6 of RFP;
TPSA or Third Party Sampling Agency	shall mean agency which has the required capabilities to carry out the activities specified under Clause 2.2.6 of RFP
Tripartite Agreement	shall mean the Agreement to be executed between Successful Bidder, Coal Producer and Coal Consumer;

USD or \$	shall mean United States Dollar, the lawful currency of United States of America.
------------------	---

1.2. Rules of Interpretation

1.2.1. In this RFP

- (a) Table of Contents, headings and sub-headings are for convenience only and shall not affect construction and interpretation of this RFP;
- (b) the singular includes the plural and vice versa;
- (c) references to Articles, Sections, Clauses, Schedules, Appendix and Annexure are, unless the context otherwise requires, references to Articles, Sections, Clauses, Schedules, Appendix and Annexure of this RFP;
- (d) "includes" and "including" shall mean "including without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (e) reference to any law or regulation having the force of law includes amendments, modifications, supplements, extensions or re-enactments thereof in future;
- (f) Any reference to time is a reference to the time in India;
- (g) the terms "Bid" and "Proposal" are used interchangeably;

2. Empanelment of TPSA

2.1. Introduction

2.1.1. Ministry of Power (MoP) vide letter dated 30.03.2021 has communicated its decision to engage services of other agencies besides Central Institute of Mining and Fuel Research (CIMFR) for Third party Sampling (TPS) of coal for power sector.

2.1.2. As per decision, the TPS Agencies for Power Sector shall be empanelled by Power Finance Corporation Limited (PFC) and the Coal Consumers shall be free to take services of any of the empanelled agencies subject to selection of one (1) TPSA per coal subsidiary for all modes. The Terms of Reference (ToR) for empanelment of the agency has been decided collectively by Ministry of Coal, MoP, Coal India Limited (CIL) and NTPC with the following broad guidelines:

- Multiple Agencies should be available.
- Sampling only at loading end with appellate/referee provision.
- Choice of taking services from empanelled agencies shall be of the Coal Consumer and
- Review mechanism (6 monthly basis) to review the working of the system.

2.1.3. Accordingly, PFC as the Bid Process Authority, acting on behalf of the MoP intends to empanel third party sampling agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector.

2.1.4. CIL Coal Production Analysis¹:

Table 1: Modewise offtake for FY21 (In MT)

Sl.	Subsidiary	Rail	Road	MGR	Others	Total
1.	ECL	28.10	3.18	10.75	-	42.04
2.	BCCL	16.37	6.76	-	-	23.13
3.	CCL	48.12	17.28	-	-	65.40
4.	NCL	35.94	17.35	52.13	3.23	108.65
5.	WCL	34.16	12.88	0.71	1.94	49.69
6.	SECL	64.96	40.38	26.76	6.68	138.78
7.	MCL	96.25	34.09	15.15	1.21	146.71
8.	NEC	0.07	0.02	-	-	0.09
9.	Total CIL	323.98	131.93	105.51	13.06	574.48

Table 2: Production for FY21 (in MT)

Sl.	Subsidiary	Total
1.	ECL	45.01
2.	BCCL	24.66
3.	CCL	62.59
4.	NCL	115.04
5.	WCL	50.28
6.	SECL	150.61
7.	MCL	148.01
8.	NEC	0.04
9.	Total CIL	596.22

¹ Data as received from CIL

Table 3: Despatch to Power Sector for FY21 (in MT)

Sl.	Subsidiary	Total
1.	ECL	36.17
2.	BCCL	17.28
3.	CCL	52.90
4.	NCL	94.55
5.	WCL	41.90
6.	SECL	103.92
7.	MCL	98.20
8.	NEC	0.06
9.	Total CIL	444.97

Note: The abovementioned data, as received from CIL, is indicative and for information purpose only for the Bidders. The information provided does not reflect or commit on the quantum of work to be awarded to a TPSA post empanelment.

2.2. Key features of empanelment

2.2.1. The empanelled TPSA will undertake various activities related to collection, preparation and analysis of coal samples for power sector at various loading end of Coal Producer. This shall include but not limited to:

- Sample Collection – Collection of samples at loading end of the coal companies as per relevant BIS/ ISO and FSA
- Preparation of laboratory samples as per relevant BIS
- Testing and Analysis of prepared samples at NABL accredited laboratories (excluding those of Coal Producer and Coal Consumer)
- Preparation of report for samples
- Documentation and Communication of report

2.2.2. Provisions relating to the detailed scope of work and other binding terms between the empanelled TPSA, Coal Consumer and Coal Producer are set out in the Tripartite Agreement provided in Annexure 7.2.5. Further, any specific terms or conditions, procedure or methodology specified/not specified in the Tripartite Agreement, but relevant to the scope and deemed necessary to be amended/included, may be mutually discussed and agreed to between the Coal Consumer, TPSA and Coal Producer within two (2) months of signing of Tripartite Agreement.

2.2.3. Tenure of Empanelment

The tenure of empanelment of TPSA shall be for a period of three (3) years.

2.2.4. Appointment of TPSA

TPSA will be selected from the list of empanelled TPSAs by Coal Consumer from time to time for conducting the sampling and analysis at the loading end. The cost of sampling and analysis by TPSA at the loading end shall be shared in the ratio of 50:50 by the respective Coal Producer and Coal Consumer. Further, the Coal Consumer shall be allowed to select one (1) TPSA per coal subsidiary for all modes from the empanelled list.

2.2.5. Detailed Modalities for TPS

The detailed modalities for collection, handling, storage, preparation and analysis of coal samples and submission of the analysis results, by TPSA is provided in Clause 8 of the Tripartite Agreement.

2.2.6. Scope of Work

The scope of work of TPSA shall include but not limited to the following:

- (a) TPSA shall sign a Tripartite Agreement with Coal Consumer and Coal Producer and complete all other requirements/formalities before commencement of the work. The Tripartite Agreement shall be part of FSA.
- (b) The choice of taking services of the empanelled TPSA shall lie with Coal Consumer.
- (c) TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedures, regulations and guidelines (relevant BIS/ ISO and FSA) in this regard.
- (d) Coal Producer shall provide adequate space and enabling conditions for collection of coal samples at the loading end i.e. proper lighting, illumination, ramps/ ladders. In case of lack of above said conditions, same shall be provided by TPSA at the cost of Coal Producer.
- (e) Collection of samples shall be done by TPSA as per Clause 5 of the Tripartite Agreement. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin/ permanent structure with requisite facilities for sample preparation, which shall be placed near the sampling point in the premises of Coal Producer.
- (f) TPSA shall take the samples at their porta cabin or permanent structure within the premises of Coal Producer for storage as well as for preparation. TPSA will arrange its own crusher/ pulverizer. Local transportation of samples to the storage room of TPSA shall be arranged by TPSA. Coal Producer and Coal Consumer representatives shall be allowed to accompany TPSA representatives during transportation of samples. Further, boarding/ lodging of the persons hired for this purpose shall be arranged by TPSA.
- (g) Sample collection, preparation and storage shall be under CCTV camera with live streaming facility. The arrangement of CCTV and back up storage facility for a period of thirty (30) days shall be provided by Coal Producer at sampling point and by TPSA at preparation and storage point.
- (h) The authorized representatives of Coal Consumer and Coal Producer shall jointly witness the process of sample collection and preparation of the laboratory samples. The authorized representatives will put their signature on the sample tags as evidence of the process of sampling. However, their absence from participation/ witnessing for any reasons thereof shall not be considered as ground for disputing the results. The authorized representatives of all three parties i.e. TPSA (independent sampler), Coal Consumer and Coal Producer will also sign on the samples register to be maintained by TPSA at the loading end.

- (i) The cost of the activities undertaken by TPSA shall be equally borne by both Coal Producer and Coal Consumer.
- (j) **Activities to be undertaken by TPSA:**
 - (i) Sample Collection — Collection of samples at loading end of the Coal Producers as per relevant BIS/ ISO and FSA.
 - (ii) Preparation of laboratory samples — shall be done within two (2) days of sample collection as per relevant BIS.
 - (iii) Testing and Analysis of prepared samples at NABL accredited laboratories (excluding those of Coal Producer and Coal Consumer), agreed in Tripartite Agreement.
 - (iv) Preparation of Report for samples.
 - (v) Documentation and Communication of Report through a web portal (Report template as specified in Schedule 6 of Tripartite Agreement).
- (k) There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur, wherever available and feasible.
 - (i) The Mechanical Augur sampling, as stated above, may be adopted in a phased manner within six (6) months of signing of Tripartite Agreement with the cost to be borne by TPSA.
 - (ii) Auto Mechanical sampling will be provided by the Coal Producer, wherever available and feasible. Feasibility to be decided mutually between the parties.
- (l) The sample for testing by TPSA/ Referee samples to be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.
- (m) The final laboratory sample shall be divided into four (4) parts. Part-I of the sample is for analysis by TPSA at NABL accredited laboratory (excluding those of Coal Producer and Coal Consumer). Part-2 and Part-3 of the sample are to be handed over to Coal Producer and Coal Consumer respectively for their own analysis. Part-4 of the sample, to be called Referee sample, shall be sealed jointly by TPSA, representatives of Coal Producer and Coal Consumer.
- (n) The referee samples shall be kept at the loading end. The storage site is to be provided by Coal Producer, which will be under the custody of TPSA with proper lock and key arrangement for the Referee sample and shall be kept under CCTV surveillance. TPSA shall ensure safety and security of these samples. TPSA with mutual consent of Coal Producer and Coal Consumer can also arrange for a separate neutral premise under its control having facility of proper lock and key arrangement and CCTV surveillance for storage of referee samples.
- (o) Referee samples should be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming.
- (p) In case of dispute raised by any party within stipulated time, Part-4 of the sample i.e. Referee sample shall be sent to the designated government NABL accredited

referee lab (excluding those of Coal Producer and Coal Consumer) for testing and analysis.

- (q) **Timelines for communication of results by TPSA:** TPSA shall communicate the result of the sampling within fifteen (15) working days of the sample collection, with penal provision as per Clause 5.7 of Tripartite Agreement for non-adherence to the timeline .
- (r) **Timeline for raising of disputes after submission of results by TPSA:** Coal Producer or Coal Consumer may raise dispute within seven (7) days of the submission of results by TPSA. Print out of result of bomb calorimeter shall be enclosed by the disputing/ challenging party.
- (s) **Referee sample:** The referee shall be collected and stored as per Clause 5.8 of the Tripartite Agreement.
- (t) **Timelines for communication of results by referee laboratories:** TPSA shall process the request for analysis of referee sample and despatch the referee samples to referee labs on fortnightly basis with advance intimation to both Coal Producer and Coal Consumer. Referee labs shall communicate the results of Referee samples to the TPSA and TPSA shall then communicate the results to Coal Producer and Coal Consumer within fifteen (15) working days from the date of receipt of samples by the designated referee lab. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer. Penal provision as per Clause 5.9 (f) of the Tripartite Agreement shall be applicable for non-adherence to the timeline.
- (u) Arrangement for full payment of charges in advance in case of challenging TPSA analysis results is to be made by the challenging party along with the request for referee sampling. Without deposition of advance payment, request of challenging party for referee sampling shall not be considered and results of TPSA shall be treated as final.
- (v) **Timeline for preservation of Referee Sample:** The Referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. The unchallenged referee samples shall be destroyed after thirty (30) days with proper records maintained by TPSA. Both Coal Producer and Coal Consumer representatives shall sign in the register as witness. If any party fails to attend/ witness the destruction of referee samples, no claim will be entertained after destroying the unchallenged samples.
- (w) **Tenure of Tripartite Agreement with TPSA:** Initially the Tripartite Agreement with the empanelled TPSA shall be for a period of two (2) years and on successful completion of two (2) years, the Tripartite Agreement may be extended on yearly basis with mutual consent of all the parties subject to valid empanelment.
- (x) TPSA shall make arrangements for online tracking of samples at all stages from sample preparation to analysis at TPSA lab and referee lab.
- (y) **Development of Web Portal:** TPSA shall develop a web portal within three (3) months of signing of the Tripartite Agreement for posting the sample results, referee results, along with the provision of raising of referee challenge through portal, and downloading of sample/ referee results. Till the time of development of web portal, the results shall be shared as per the provisions of Clause of 8.3.3 of the Tripartite Agreement.

2.3. Brief description of Bid Process

- 2.3.1. Bid Process Authority has adopted a single stage Bid Process for selection of the Successful Bidder.
- 2.3.2. Each Bidder is required to submit a single Bid (a) the Technical Proposal and (b) the Financial Proposal as per Clause 5.8.
- 2.3.3. The evaluation of Bids shall be carried out in two (2) sub-stages:
- (a) The first sub-stage will involve qualification of Bidders based on the evaluation of their Technical Proposals to determine compliance with the Eligibility Criteria and Technical Qualification Requirements in accordance with Clause 3.1 and Clause 3.2 respectively. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Requirements shall be qualified for the next sub-stage.
- (b) The second sub-stage shall involve evaluation of the Financial Proposals in accordance with Clause 6.3 and selection of Successful Bidders in accordance with Clause 6.4.
- 2.3.4. Bids must be valid for a period that is not less than one hundred and eighty (180) days from Bid Due Date subject to completion of Bid Process. Provided that in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP.
- 2.3.5. Bidders shall be required to provide Bid Security Declaration along with their Bids in accordance with Clause 4.8 of this RFP. A Bid shall be summarily rejected if it is not accompanied by Bid Security Declaration.
- 2.3.6. All Bids are required to be prepared and submitted in accordance with the terms of this RFP on or before Bid Due Date.
- 2.3.7. Any queries or requests for additional information relating to this RFP shall be submitted to Bid Process Authority in accordance with Clause 4.3.1.
- 2.3.8. Bid Process Authority shall endeavour to adhere to the following Bid Schedule:

Sl.	Event	Date and Time
1.	Date of issuance of RFP	11.11.2021
2.	Last date of submission of queries or information required by Bidders	18.11.2021 by 17:00 Hrs
3.	Bid Due Date	13.12.2021 by 12:00 Hrs
4.	Opening of Technical Proposals	14.12.2021 by 12:00 Hrs
5.	Opening of Financial Proposals	To be communicated separately to Bidder(s) as per RFP provisions.

- 2.3.9. All communications related to Bid including submission of Bid shall be addressed to the following:

B S Arunachalam

Chief General Manager

Power Finance Corporation Limited

6th Floor, "Urjanidhi", 1, Barakhambha Lane,

Connaught Place, New Delhi – 110 001

Email: pfc.tps@pfcindia.com Phone: 011.23456000

3. Eligibility Criteria and Qualification Requirements

3.1. Eligibility of Bidders

3.1.1. Nature of Bidder

A Bidder shall be a Company registered under the Companies Act or a Partnership Firm registered under the Partnership Act.

3.1.2. **Conflict of Interest:** A Bidder shall not have a Conflict of Interest. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be considered to have a Conflict of Interest if such:

- (a) Bidder is an Affiliate of any of the other Bidders; or
- (b) Bidder receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders; or
- (c) Bidder has direct or indirect shareholding in any other Bidder; or
- (d) Bidder has a relationship with any of the other Bidders, directly or through common third parties, that puts them in a position to have access to information about the bid or that may influence Bid, of one or more of such Bidders, or influence the decisions of Bid Process Authority regarding Bid Process; or
- (e) Bidder submits more than one (1) Bid either individually or through an Affiliate. This shall result in the disqualification of all such Bids submitted by Bidder and its Affiliates; or
- (f) Bidder has participated directly or through an Affiliate as a consultant or advisor in the preparation of this RFP.
- (g) Bidder and/or its Affiliate is a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in his own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
- (h) Bidder or its member of board of directors and/ or its promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

3.1.3. Fraud and Corrupt Practices

- (a) The Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during Bid Process. Notwithstanding anything to the contrary contained in this RFP, Bid Process Authority may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an officer, employee,

agent or advisor, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting Bid Process. In such event, the Bid Process Authority shall have the right to invoke the Bid Security Declaration without prejudice to any other right or remedy that may be available to Bid Process Authority hereunder or otherwise.

- (b) Without prejudice to the rights of Bid Process Authority under Clause 3.1.3 (a) above, in the event that a Bidder is found to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during or after the Bid Process, such Bidder shall not be eligible to participate in any tender or request for qualification or request for proposal issued by Bid Process Authority for three (3) years with immediate effect.
- (c) For the purposes of this Clause 3.1.3, the following terms shall have the meanings given to them below:
 - (i) corrupt practice means:
 - (A) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Bid Process Authority or any other person who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this process or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Bid Process Authority, shall be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
 - (B) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of Tripartite Agreement, as the case may be, any Person, for any matter relating to the Bid Process, who at any time has been or is a legal, financial or technical advisor of Bid Process Authority for this process;
 - (ii) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation or to influence the Bid Process;
 - (iii) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
 - (iv) undesirable practice means:
 - (A) establishing contact with any Person connected or employed or engaged by Bid Process Authority or any other Person who is directly or indirectly related to the Bid Process with the objective of canvassing, lobbying or in any manner influencing or attempting to influence Bid Process;

- (v) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in Bid Process.

3.1.4. Other Eligibility Criteria

- (a) If the Bidder or their Parent or Affiliate has been declared as insolvent or bankrupt in last ten (10) years preceding the Bid Due Date, then such Bidder shall not be eligible to submit a Bid.
- (b) If a Bidder including its Affiliate whose financial capability is being relied upon to qualify in this RFP, is from a country, which shares a land border with India, then such Bidder shall not be eligible to submit a Bid, unless it is registered with the competent authority. For the purpose of this clause, the definition of "Bidder" and "competent authority" shall be as defined in Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance.
- (c) If the Bidder including its Affiliate whose financial capability is being relied upon to qualify in this RFP, is banned or blacklisted or de-listed or put on Holiday or barred from participating in any project or barred from being awarded in any contract in any of the past three (3) years preceding the Bid Due Date, by any Government/ Quasi-Government/ Public Sector Undertaking/ Private Firm/ Financial Institutions, then such Bidder or its Affiliate shall not be eligible to submit a Bid. Further if there are any pending litigation or proceedings related to banning, blacklisting or de-listing or Holiday listing or debarment of Bidder or its Affiliate and the matters are sub-judice, the Bidder shall not be eligible to submit a Bid.

3.2. Qualification Requirements

- 3.2.1. Bidders shall satisfy the following minimum Technical Qualification Requirements and Financial Qualification Requirements to qualify for evaluation of Financial Proposal

Technical Qualification Requirements	Financial Qualification Requirements
<p>(i) Bidder, on its own, should have experience of having successfully executed (completed) works of similar nature (Collection, Preparation, Analysis of Coal sample & Documentation) for minimum aggregate value of Indian Rupees Ten Crores (INR 10,00,00,000.00) (excluding taxes and levies) either in independent form (single work order) or in consolidated form (multiple work orders) during last seven (7) Financial Years ending 31.03.2021 in India and/or abroad.</p> <p>In case the experience has been earned by the Bidder as a Company, then one hundred percent (100%) value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Partnership Firm then the proportionate value of experience in proportion to the actual share of Bidder in</p>	<p>(i) Avg. Annual Turnover: Average Annual Turnover during the last three (3) Financial Years immediately preceding Bid Due Date – viz. FY 2018-19, FY 2019-20 and FY 2020-21 (as per the unconsolidated annual audited financial statements) shall be at least Indian Rupees Ten Crores (INR 10,00,00,000.00) or its equivalent in US\$ (calculated as per the provisions in Clause 3.2.3).</p> <p>and</p> <p>(ii) Working Capital: Adequate Working Capital of at least Indian Rupees Five Crores (INR 5,00,00,000.00) or its equivalent in US\$ (calculated as per the provisions in Clause 3.2.3) inclusive</p>

Technical Qualification Requirements	Financial Qualification Requirements
<p>that Partnership Firm shall be considered against qualification.</p> <p>In case the Bidder is a Partnership Firm, the work experience of any or all of the individual partners of the Partnership Firm or the Partnership Firm itself may be furnished as the work experience of the Bidder.</p> <p>(ii) NABL accredited Coal testing Laboratories: Bidder must have in its own name at least one (1) coal testing labs in India in its own name having NABL accreditation. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day.</p> <p>In case the Bidder is a Partnership Firm, the NABL accredited testing laboratory must be in the name of any of the partner(s) of Partnership Firm or Partnership Firm itself.</p> <p>(iii) NABCB certification: Bidder should be accredited for Coal Scope (IS 436-part-I, Sec-I, 1964 specification or its latest version) by National Accreditation Board of Certification Bodies (NABCB). Bidders who are not having NABCB accreditation shall be required to furnish undertaking, as provided in Format 7.1.8 (A), to apply and obtain NABCB certification for coal scope within nine (9) months after successful empanelment, failing which the empanelment, of such Bidder as TPSA, shall stand cancelled.</p> <p>(iv) Availability of Resources: Bidder shall have to provide all tools and tackles including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment, consumables, manpower, transport arrangements etc. wherever required with proper supervision and arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates in Chemistry or Graduates/ Diploma holders in Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436. Data/ Document to be furnished by the bidder on its letter head:</p>	<p>of access to lines of credit and availability of other financial resources to meet the requirement. Bidder to submit relevant certificate from its statutory auditor/practising chartered accountant having membership from ICAI. Working Capital shall have been issued as on the date one (1) month prior to the bid submission date.</p> <p>In case, access to lines of credit constitutes the availability of working capital, Banker's certificate (from Scheduled commercial banks as per list in Format 7.2.3) shall also be submitted regarding availability of access to credit (issued within 1 (one) months prior to the date of opening of RFP) to meet the above eligibility criteria.</p>

Technical Qualification Requirements	Financial Qualification Requirements
<ul style="list-style-type: none"> - Detailed list of Key Management Personnel (KMP) - No. of competent personnel, their qualification and experience <p>In all of the above, the Bidder must demonstrate that its qualification is true and valid as on a date that is not more than fifteen (15) days prior to Bid Due Date. Bidder shall submit documentary evidence in the form of copies of work orders/ contracts/ satisfactory completion certificates clearly specifying the amount of work (in INR Crores). Bidder shall also furnish details of NABL accredited labs owned by Bidder with documentary evidence along with accreditation certificate.</p>	

- 3.2.2. For the purpose of meeting the Financial Qualification Requirements, only unconsolidated audited annual accounts shall be used and considered for submission and evaluation.
- 3.2.3. If Bidders provide financial data in currency other than INR, the Average Annual Turnover equivalent in Indian Rupees shall be calculated using the bills selling exchange rate (card rate) published by the State Bank of India or exchange rate published by Reserve Bank of India for that currency on the date of closing of the accounts for the relevant Financial Year as certified by the Statutory Auditor or banker.
- 3.2.4. The Technical Qualification Requirements shall be met by the Bidder on its own. However, Bidder may seek qualification based on financial capability of its Affiliate for the purpose of meeting the Financial Qualification Requirements. Authorization for use of such financial capability shall have to be provided from its Affiliate as per Format 7.1.5. The financial capability of a particular company, including its Parents or Affiliates, shall not be used by more than one Bidder.
- 3.2.5. The determination of the relationship of Affiliate with the Bidder, shall be as from a date at least sixty (60) days prior to date of issuance of RFP provided in Clause 2.3.8. Documentary evidence to establish such relationship shall be furnished by Bidder along with its Bid as per Format 7.1.3.
- 3.2.6. Notwithstanding anything stated above, Bid Process Authority reserves the right to verify the authenticity of the documents submitted by Bidder for meeting the Qualification Requirements and may request for any additional information and documents. Bid Process Authority reserves the right, at its sole discretion, to contact Bidder's bank or other agencies and verify Bidder's information and qualification documents for the purpose of it meeting the Qualification Requirements.
- 3.2.7. The Bidder shall be required to continue to maintain compliance with the Qualification Requirements throughout Bid Process and until the date of signing of Tripartite Agreement. Where the Financially Evaluated Entity is not the Bidder, the Bidder shall continue to be an Affiliate of the Financially Evaluated Entity for at least three (3) years from the date of signing of Tripartite Agreement, in the event such Bidder has emerged as Successful Bidder.

4. General Instructions to Bidders

4.1. Acknowledgement by Bidder

4.1.1. It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of RFP (including all instructions, forms, terms and specifications) and any other information provided by Bid Process Authority under this RFP and Bidder acknowledges that submission of a Bid that is not responsive to RFP in every respect shall be at Bidder's risk and may result in rejection of Bid;
- (b) received all relevant information requested from Bid Process Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in RFP or furnished by or on behalf of Bid Process Authority;
- (d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;
- (e) familiarized itself with the procedures and time frames required to obtain all consents, clearances and permits to operate as a TPSA; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

4.1.2. Bid Process Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter arising out of or relating to RFP or Bid Process.

4.2. Rights of Bid Process Authority

4.2.1. Bid Process Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend, amend or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
- (c) retain any information, documents or evidence submitted to Bid Process Authority by or on behalf of any Bidder;
- (d) independently verify, disqualify, reject or accept any and all documents, information or evidence submitted by or on behalf of any Bidder;
- (e) reject any Bid, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or

- (ii) Bidder in question does not provide, within the time specified by Bid Process Authority, the supplemental information sought by Bid Process Authority for evaluation of Bid; or
 - (f) reject the empanelment of the Successful Bidder, if the Successful Bidder has not furnished the empanelment fee, in accordance with Clause 4.9.
 - (g) accept or reject any or all Bids, annul Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- 4.2.2. If Bid Process Authority exercises its right under this RFP to reject a Bid, then Bid Process Authority reserves the right to:
- (a) take any such measure as may be deemed fit in the sole discretion of Bid Process Authority, including inviting fresh Bids from the qualified Bidders or annulling the entire Bid Process; or
 - (b) take any such measure as it may deem fit.
- 4.2.3. If it is found during Bid Process, at any time before signing of Tripartite Agreement or after its execution and while it is in force, that one or more of the Eligibility Criteria and Qualification Requirement have not been met by a Bidder or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder shall be disqualified. If such Bidder has been declared as the Successful Bidder or has executed the Tripartite Agreement, the Tripartite Agreement shall be liable to be terminated, by a notice in writing from Coal Producer/Coal Consumer to such Successful Bidder.
- 4.2.4. Upon any disqualification, cancellation or termination in accordance with this Clause 4.2, Bid Process Authority shall not be liable in any manner whatsoever to the Bidder. Additionally, Bid Process Authority shall have the right to invoke the Bid Security Declaration as a mutually agreed genuine pre-estimate of the loss suffered by Bid Process Authority for, amongst others, Bid Process Authority's time, cost and efforts in conducting Bid Process. Such invocation shall be without prejudice to any other right or remedy that Bid Process Authority may have under RFP, Tripartite Agreement or applicable laws.

4.3. Clarifications

4.3.1. Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to RFP, it shall submit such query or request for clarification to Bid Process Authority by e-mail to the e-mail address mentioned in Clause 2.3.9 or by speed post or courier to the address mentioned in Clause 2.3.9 on or before the time and date specified in Bid Schedule. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: "**Empanelment of Third Party Sampling Agencies: Clarifications**". For any such clarifications, Bidder shall adhere to the Format 7.2.1 of RFP.
- (b) Bid Process Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, Bid Process Authority reserves the right to not respond to any query or provide any clarification sought for, in its sole discretion. Bid Process Authority's

responses (including an explanation of the query but not identification of its source) shall be made available to all Bidders.

- (c) Bid Process Authority may, on its own initiative, if deemed necessary, issue clarifications to all Bidders. All clarifications and interpretations issued by Bid Process Authority shall be deemed to be part of this RFP. Should Bid Process Authority deem it necessary to amend RFP as a result of a request for clarification, it shall do so following the procedure under Clause 4.4.

4.4. Amendment of RFP

Up until Bid Due Date, Bid Process Authority may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing, amend the RFP by issuing an Addendum or an amended RFP. The Bid Process Authority may, at its discretion, extend the Bid Due Date in order to give Bidders reasonable time to take the amendments into account in preparing their Bids. Each Addendum or amendment shall be binding on Bidders whether or not the Bidders convey their acceptance of the Addendum or amendment. Bid Process Authority assumes no responsibility for the failure of a Bidder to submit its Bid in accordance with the terms of the Addendum or amendments or for any consequential losses suffered by Bidder.

4.5. Confidential information and proprietary data

- 4.5.1. **Proprietary Data:** All documents and other information provided by Bid Process Authority or submitted by a Bidder to Bid Process Authority shall remain or become the property of Bid Process Authority, as the case may be. Bidders are required to treat all information provided by Bid Process Authority in RFP as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.
- 4.5.2. **Confidentiality Obligations of Bid Process Authority:** Bid Process Authority shall treat all information, submitted as part of a Bid as confidential and shall require all those who have access to such material to treat it in confidence. Bid Process Authority may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:
 - (a) such publication is contemplated under this RFP;
 - (b) such publication is made to any Person who is officially involved with Bid Process or is a retained professional advisor advising Bid Process Authority or Bidder on matters arising out of or in connection with Bid Process;
 - (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
 - (d) such publication is to enforce or assert any right or privilege of the statutory authority or Bid Process Authority or as may be required by law (including under the Right to Information Act, 2005 or amendments thereof); or
 - (e) in connection with any legal process.

4.6. Governing law and jurisdiction

- 4.6.1. **Governing law:** Bid Process, this RFP and Bids shall be governed by, and construed in accordance with, the laws of India.

4.7. Validity of Bids

- 4.7.1. Bids shall remain valid for a period of one hundred and eighty (180) days from Bid Due Date subject to completion of Bid Process. A Bid valid for a shorter period shall be rejected by Bid Process Authority as being non-responsive. Provided that in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP
- 4.7.2. In exceptional circumstances, prior to the expiry of Bid validity period, Bid Process Authority may request Bidders to extend Bid validity period. The request and response, in this regard, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by Bid Process Authority, Bid Process Authority shall not be entitled to invoke Bid Security Declaration. A Bidder, accepting Bid Process Authority's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of Bid Security Declaration as requested by Bid Process Authority within fifteen (15) working days of such request, failing which Bid shall not be considered as valid.

4.8. Bid Security Declaration

- 4.8.1. The Bidder shall furnish, as part of its Technical Proposal, a duly notarized and stamped declaration of bid security (the Bid Security Declaration). Upon submission of Bid Security Declaration, the Bidder hereby accepts, agrees and acknowledges that in the event of an invocation of the Bid Security Declaration by Bid Process Authority as prescribed under Clause 4.9.5, such Bidder will be suspended and disqualified, in all respects, from participating, in any manner whatsoever, in any and all tenders floated by Bid Process Authority for a period of 2 (two) years from the date of default as notified by Bid Process Authority to such Bidder.
- 4.8.2. Bidder shall provide duly notarized Bid Security Declaration and executed on stamp paper of appropriate value in the form of an unconditional and irrevocable declaration and without reservation. Bidder shall provide the Bid Security Declaration issued in favour of "Power Finance Corporation Limited", payable at New Delhi and in the format set out in Annexure 7.2.2.
- 4.8.3. In case the Bidder fails to provide the Bid Security Declaration as set out in this Clause 4.8, the Technical Proposal submitted by such Bidder shall be rejected by Bid Process Authority as non-responsive. Unless invoked in accordance with Clause 4.8.5 below, the Bid Security Declaration of the unsuccessful Bidders will automatically expire within 1 (one) business day from the determination of the Successful Bidders in accordance with Clause 6.4.
- 4.8.4. If the Bidder is declared as the Successful Bidder, then the validity of the Bid Security Declaration of such Successful Bidder shall automatically be extended, for a period until the Successful Bidder submits the performance bank guarantee, in accordance with the Tripartite Agreement. The Bid Security Declaration of the Successful Bidder will expire upon the Successful Bidder submitting the performance bank guarantee, in accordance with the Tripartite Agreement.
- 4.8.5. Bid Process Authority shall have the right to invoke the Bid Security Declaration, without prejudice to any other right or remedy that may be available to Bid Process Authority hereunder or otherwise, under the following conditions:
 - (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.1.3;

- (b) if, after Bid Due Date, a Bidder withdraws its Bid during Bid validity period, as extended from time to time; or
- (c) if a Bidder is selected as Successful Bidder and it fails, within the specified time limit, to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the letter of empanelment; or
 - (ii) execute the Tripartite Agreement; or
 - (iii) furnish the empanelment fee, in accordance with Clause 4.9.

4.9. Empanelment fee

- 4.9.1. Each of the Successful Bidder shall pay non-refundable **Indian Rupees Five Lakhs (INR 5,00,000.00)** along with applicable GST charges as empanelment fee to Bid Process Authority within seven (7) days of intimation by the Bid Process Authority.
- 4.9.2. In case Successful Bidder fails to pay the empanelment fee, the empanelment of the Successful Bidder shall be rejected by the Bid Process Authority and it shall not be eligible to sign Tripartite Agreement.

5. Preparation and Submission of Bids

5.1. Number of Bids

- 5.1.1. Each Bidder shall be permitted to submit only one (1) Bid. A Bidder who submits or participates in more than one (1) Bid, either directly or through its Affiliates, shall cause all Bids with such Bidder's participation to be disqualified.

5.2. Language of Bids and Correspondence

- 5.2.1. Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by Bidder and Bid Process Authority shall be in English.
- 5.2.2. Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarized in India. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy or consulate or high commission of the relevant foreign country in India or the Ministry of Foreign or External Affairs or any other relevant ministry empowered to certify such English translations in the relevant foreign country. Supporting materials which are not translated into English or certified or notarized in accordance with this Clause 5.2.2 may not be considered by Bid Process Authority.

5.3. Bid Due Date

- 5.3.1. Bid shall be submitted on or before the date and time specified in Bid Schedule at the address mentioned in Clause 2.3.9.
- 5.3.2. Bid Process Authority may, at its discretion and for any reason, extend Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 4.4, in which case all rights and obligations of Bid Process Authority and Bidders shall thereafter be subject to Bid Due Date as extended.
- 5.3.3. Bids received by Bid Process Authority after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

5.4. Technical Proposal

- 5.4.1. The Technical Proposal submitted by a Bidder shall comprise the following:
- (a) Covering Letter as per prescribed Format 7.1.1;
 - (b) Original power of attorney issued by the Bidder in favour of the Authorized Signatory signing Bid, in the form attached hereto as Format 7.1.2;

Provided that in the event the Bidder is a foreign entity, it may submit Board resolutions (essentially authorizing the signatory for the responsibilities and in the

manner provided in the format of the Power of Attorney) in place of Power of Attorney for the purpose of fulfilling the above requirements;

Provided further that, such Board resolutions, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any or all of the documents or resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted.

- (c) Bidder's composition and ownership structure as per prescribed Format 7.1.3;
- (d) Authorization from Affiliate for utilizing the credentials for meeting the financial capability as per Format 7.1.5;
- (e) Relationship between the Affiliate and the Bidder as per Format 7.1.10;
- (f) Details for meeting Qualification Requirement as per the prescribed Formats 7.1.6 and 7.1.7, along with documentary evidence for the same as specified in Clause 3.2;

[Note to Bidders: Separate calculation sheets, detailing the computation of Avg. Annual Turnover and Working Capital certificate, considered for meeting the Financial Qualification Requirements, certified by the Statutory Auditor of the Financially Evaluated Entity, shall be submitted along with this format];
- (g) Bidders' Undertakings as per the prescribed Format 7.1.8 (A and B);
- (h) Disclosure as per Format 7.1.9 regarding participation of any related companies in this Bid Process;
- (i) Bid Security Declaration, as per the prescribed Format 7.2.2;
- (j) Document(s), as applicable, so as to meet the minimum Technical Qualification Requirements as per Clause 3.2.1 and applicable formats, to the satisfaction of Bid Process Authority;
- (k) Unconsolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be, of Bidder or their Financially Evaluated Entity for the last three (3) Financial Years, viz. FY 2018-19, FY 2019-20 and FY 2020-21;
- (l) Initialled copy of RFP and Tripartite Agreement including any clarifications or amendments issued by Bid Process Authority;
- (m) Bidder's Undertaking for eligibility confirmation as per Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance as per Format 7.1.11.

5.5. Financial Proposal

- 5.5.1. As part of the Financial Proposal, Bidders shall provide quote for carrying out the activities mentioned under Clause 2.2.6.

- 5.5.2. The Financial Proposal submitted by a Bidder shall comprise the following:

Sl.	Quote* (excluding GST, but including other taxes/levies, if any) for carrying the activities mentioned under Clause 2.2.6 of RFP	Units	In Words	In figures
1.	Quote	Rs/Tonne		

*Quote in figures shall be up to two (2) decimal places only.

The Financial Proposal shall be submitted by Bidder in online mode only as per Clause 5.8.

The term '(applicable for Coal Producer)' may be considered as deleted from the financial bid excel sheet uploaded in the MSTC website and bidders may submit their online bid accordingly in the financial bid excel sheet.

- 5.5.3. The Bidder shall agree to abide by its offer in its Financial Proposal for a period of one hundred and eighty (180) days after Bid Due Date subject to completion of Bid Process, and in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP.
- 5.5.4. The Bid Process Authority is not bound to accept any offer it may receive. The Bidder shall accept that they are fully responsible for all costs associated with their participation in the Bid Process.

5.6. Cost and currency of Bids

- 5.6.1. Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any submissions which may be required by Bid Process Authority or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence or participating in discussions and finalisation and execution of Tripartite Agreement etc. All such costs and expenses shall be borne by Bidders and Bid Process Authority and their employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of Bid Process.
- 5.6.2. All amounts in the Bid shall be stated in Indian Rupees (INR).

5.7. Signing of Bids

- 5.7.1. Each Bid must be printed. All pages of the Bid must be physically signed by the Authorized Signatory of Bidder and stamped. If any pages of Bid are not physically signed and stamped by Bidder's Authorized Signatory, then Bid Process Authority may reject such Bid or require the Authorized Signatory of such Bidder to sign and stamp the pages that were not signed at Bid Process Authority's office.

5.8. Submission of Bids

- 5.8.1. Bidders shall submit Bid in the following manner:
- (a) **Online Bid:** The Bidder shall submit their Technical Proposal and Financial Proposal online through the portal <https://www.mstcecommerce.com/eprochome/pfcl/>, as per the

instructions provided therein. Information for registration is available on the portal and also enclosed as Annexure 7.2.4 of this RFP.

- (b) **Offline Technical Proposal:** The Bidder shall also submit hard copy of the original Technical Proposal as per Clauses 5.8.2 to 5.8.8. Bidder shall not submit the Financial Proposal in any form other than the online form as specified in Clause 5.8.1 (a) above.

5.8.2. For offline Technical Proposal submission, Bidders shall submit Technical Proposal in a single closed and sealed cover envelope. The super script to be mentioned in envelope is provided below:

Envelope	<p>“Technical Proposal of the Bid for Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end for power sector”</p> <p>Due for Opening on:</p> <p>To,</p> <p style="padding-left: 40px;">[Name] [Designation] [Address] [Telephone No:] [Email:]</p> <p>“Name of Bidder:”</p>
----------	--

- 5.8.3. Envelopes shall include one (1) original plus one (1) copy, duly signed by the Authorized Signatory of Bidder. The original offline Technical Proposal shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the original and the accompanying copy, the original shall prevail. Provided that in the event, there is any discrepancy in the information submitted by the Bidder in its online Technical Proposal and hard copy of the offline Technical Proposal, the information submitted in the online Technical Proposal shall be considered for evaluation purpose.
- 5.8.4. The offline Technical Proposal shall either be hand delivered or sent by registered post acknowledgement delivery; or speed post; or courier; so as to reach to the address mentioned in Clause 2.3.9 by Bid Due Date. Bids submitted by fax, telex or e-mail shall not be entertained and shall be rejected. Bid Process Authority shall not be responsible for any delays, loss or non-receipt of Bids.
- 5.8.5. All pages of Bid, and any other document executed on non-judicial stamp paper, forming part of Bid and corrections in Bid, if any, must be signed and stamped by the Authorized Signatory on behalf of Bidder.
- 5.8.6. Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Authorized Signatory of Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Authorized Signatory of Bidder.
- 5.8.7. It may be noted that Technical Proposal shall not contain any information or document relating to Financial Proposal. If the Technical Proposal contains any such information or documents, Bid Process Authority shall reject Bid of such Bidder from further evaluation.

- 5.8.8. If the envelope (offline Technical Proposal) is not sealed and super scribed as instructed in this Clause 5.8, Bid Process Authority assumes no responsibility for the misplacement or premature opening of the contents of the offline Technical Proposal and consequent losses, if any, suffered by Bidder.

5.9. Substitution or Withdrawal of Bids

- 5.9.1. Subject to Clause 4.4 and in the event the Bid Process Authority issues any Addendum or amendment to the RFP, Bidder may substitute or withdraw its Bid after submission at any time prior to the specified time on Bid Due Date. No Bid shall be substituted or withdrawn by Bidder on or after the specified time on Bid Due Date.
- 5.9.2. Subject to Clause 5.9.1 above, Bidder may substitute or withdraw the Bid by submitting a substitution or withdrawal letter or notice to Bid Process Authority to substitute or withdraw the Bid submitted to Bid Process Authority.
- 5.9.3. The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5.8, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 5.9.4. Any alteration or modification in Bid or additional information supplied after the specified time on Bid Due Date, unless such additional information has been expressly sought for by Bid Process Authority, shall be disregarded.
- 5.9.5. If Bid Process Authority receives a substitution notice from a Bidder before the specified time on Bid Due Date, then Bidder shall be allowed to substitute its original Bid, and the hard copy of the offline Technical Proposal shall be returned unopened. Provided that in such an event, Bidder shall be required to submit its substituted Bid prior to the specified time on Bid Due Date.
- 5.9.6. If Bid Process Authority receives a withdrawal notice before the specified time on Bid Due Date, then Bid Process Authority shall return the hard copy of offline Technical Proposal to such Bidder unopened.

6. Opening and Evaluation of Bids

6.1. Opening of Bids

- 6.1.1. Bid Process Authority shall open only those Bids that are submitted on or before the specified time on Bid Due Date. If any Bid is received after the specified time on Bid Due Date, it shall be rejected and the hard copy of the same shall be returned unopened to Bidder.
- 6.1.2. The Technical Proposals shall be opened in the presence of maximum of two (2) designated representatives from each of such Bidders who have submitted their Bids and choose to be present at the time and on the date specified in Bid Schedule at the address mentioned in Clause 2.3.9.
- 6.1.3. Bid Process Authority shall prepare a record of the opening of Bids that shall include, as a minimum, the names of Bidders from whom Bids have been received. Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representative's signature on the record shall not invalidate the contents and effect of the record.
- 6.1.4. Once all the Technical Proposals have been opened, they shall be evaluated for responsiveness and to determine whether Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Technical Proposals is set out in Clause 6.2.
- 6.1.5. Once the Technical Proposals have been evaluated, Bidders meeting the requirements, shall be informed of a date, time and place for opening of their Financial Proposal. The Financial Proposals shall be opened in the presence of maximum of two (2) representatives of the Qualified Bidders who choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 6.3.
- 6.1.6. The qualification of Bidders shall be entirely at the discretion of Bid Process Authority.
- 6.1.7. Any information contained in a Bid shall not in any manner be construed as binding on Bid Process Authority, its agents, successors or assigns; but shall be binding on the Bidder.

6.2. Determination of Responsiveness and Evaluation of Technical Proposals

- 6.2.1. Bid Process Authority shall examine the Technical Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Technical Proposals are generally in order. If any Bidder is disqualified in accordance with the terms of RFP or if any Technical Proposal is found to be non-responsive or not meeting the Technical Qualification Requirements or the Financial Qualification Requirements, Bid comprising such Technical Proposal shall be rejected by Bid Process Authority and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by Bid Process Authority in respect of such Bid(s).

- 6.2.2. Bid Process Authority shall then evaluate and determine whether Bidders who have submitted Bids satisfy the Eligibility Criteria and the Qualification Requirements set out at Clause 3.1 and Clause 3.2 respectively in their Technical Proposal.
- 6.2.3. In order to determine whether Bidder satisfies the Eligibility Criteria and the Qualification Requirements, Bid Process Authority will review the documentary evidence of Bidder's eligibility and qualifications submitted by Bidder and any additional information which Bid Process Authority seeks from Bidder.
- 6.2.4. Prior to evaluation of the Financial Proposals, the Technical Proposals shall be reviewed to determine responsiveness to RFP.
- 6.2.5. The Technical Proposal shall be considered responsive if it meets the requirements of the RFP without any deviation, reservation, or omission where:
 - (a) "deviation" is a departure from the requirements specified in the RFP;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 6.2.6. The Bid Process Authority shall examine the technical aspects of the Bid in particular, to confirm that all requirements of RFP have been met without any deviation, reservation or omission.
- 6.2.7. The Bid Process Authority shall regard a Bid as responsive if it conforms to all requirements set out in the RFP. However, the Bid Process Authority may also consider a Bid as responsive if it contains errors or oversights or procedural infirmities not impacting the Bidder meeting the Eligibility Criteria and Qualification Requirements of the RFP.
- 6.2.8. Upon completion of evaluation of the Technical Proposals, Bidders meeting the Eligibility Criteria and Qualification Requirements set out at Clause 3.1 and Clause 3.2, whose Technical Proposals are found to be responsive shall be declared as Qualified Bidders. Bid Process Authority will notify the Qualified Bidders of the date and time on which their Financial Proposals shall be opened. The Financial Proposal of Bidders who are not declared as Qualified Bidders shall not be opened.
- 6.2.9. If there is only one (1) Qualified Bidder, Bid Process Authority may, at its sole discretion, decide to open such Bidder's Financial Proposal or cancel Bid Process and decide to start a new bidding process without incurring any liability to Bidders.

6.3. Evaluation of Financial Proposals

- 6.3.1. In the presence of representatives of the Qualified Bidders who choose to be present at the opening of the Financial Proposals, Bid Process Authority shall open the Financial Proposal of each Qualified Bidder and announce the quote by such Bidder.
- 6.3.2. Following the opening of the Financial Proposals, Bid Process Authority shall evaluate the Financial Proposals for responsiveness. Non-responsiveness shall include, but not limited to, Financial Proposals with any conditions, remarks, no quote etc. or not conforming to the requirements set out in the RFP.

- 6.3.3. Financial Proposal of Qualified Bidders that are found to be non-responsive shall not be considered for further evaluation and selection.
- 6.3.4. Bid Process Authority shall, for Qualified Bidders who have submitted a responsive Financial Proposal, tabulate the financial quotes from lowest to highest.

6.4. Selection of Successful Bidder(s)

- 6.4.1. Bidders in the price band of the lowest quote and 1.3 times of lowest quote shall be given counter offer to match the rate with the lowest quote.
- 6.4.2. Bidder with lowest quote and the other Bidders (within the price band of lowest quote and 1.3 times of lowest quote) who agree unconditionally to lowest quote shall be the Successful Bidders and shall be considered for empanelment. Bids of Bidder(s) who do not agree to match the lowest quote will be rejected and such Bidders(s) will not be considered as Successful Bidder(s).

6.5. Clarification on Bids

- 6.5.1. To facilitate evaluation of Bids, Bid Process Authority may, in its sole discretion, seek clarifications and any additional information from any Bidder regarding its Bid (including if Bid is not signed, marked and sealed in accordance with Clauses 5.7 and 5.8). Such clarification(s) shall be provided within the time specified by Bid Process Authority for this purpose. Any request for clarification(s) and all responses to such clarification(s) shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by Bid Process Authority shall not be considered.
- 6.5.2. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 6.5.3. If a Bidder does not provide clarifications and any additional information sought under Clause 6.5.1 within the prescribed time, its Bid may be liable for rejection. If Bid is not rejected, Bid Process Authority may proceed to evaluate Bid by construing the particulars requiring clarification to the best of its understanding, and Bidder shall be restricted from subsequently questioning such interpretation of Bid Process Authority.

7. Annexure

7.1. Formats for Technical Proposal

7.1.1. Format for Covering Letter

[**Note to Bidders:** The covering letter shall be on the Letterhead of the Bidder]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bid for Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We, the undersigned, having read, examined and understood in detail RFP for the 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' hereby submit our Bid comprising of our Technical Proposal and Financial Proposal. We confirm that neither we nor any of our Parent Company/ Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the said RFP attached thereto, issued by Bid Process Authority, as amended. In token of our acceptance to Tripartite Agreement, the same have been initialled by us and enclosed hereto. In the event of our selection as Successful Bidder, we shall ensure the execution of such Tripartite Agreement as per the provisions of RFP and provisions of such Tripartite Agreement shall be binding on us.

2. Bid Security Declaration

We offer to submit a Bid Security Declaration to Bid Process Authority as per Format 7.2.2 in accordance with Clause 4.8 of RFP.

3. We have submitted our Technical Proposal, without any deviation, condition, disclaimer, limitation and without mentioning any assumptions or notes in the said formats of the Technical Proposal.

4. We have submitted our Financial Proposal strictly as per the provision of Clause 5.5 of RFP, without any deviation, condition, disclaimer, limitation and without mentioning any assumptions or notes for the Financial Proposal in the said format. Our Financial Proposal is binding on us for all locations of Coal Producer for all modes.

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Bid Process Authority in respect of any matter regarding or arising out of RFP shall

be binding on us. We hereby expressly waive any and all claims in respect of Bid Process.

6. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute Tripartite Agreement, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 3, Clause 4 and Clause 5 of RFP have been fully examined and considered while submitting Bid.

7. Contact person:

Details of the contact person are furnished as under:

Name:
Designation:
Company:
Address:
Phone Nos.:
Facsimile:
E-mail address:

8. We have submitted our online Technical Proposal required as per Clause 5.8.1 (a) and are also enclosing herewith the hard copy of Technical Proposal containing duly signed formats, each one duly enclosed separately, in one (1) original and one (1) copy (duly attested) as desired by you in RFP for your consideration. We have submitted our Financial Proposal in online mode only as per Clause 5.5 of RFP.
9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in RFP and subsequent communications from Bid Process Authority.
10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in RFP and is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions in our Bid.
11. We confirm that our Bid is valid for a period of one hundred and eighty (180) days from Bid Due Date. We further confirm that in the event we emerge as a Successful Bidder, our Financial Proposal shall remain valid through the entire tenure of empanelment as per Clause 2.2.3 of this RFP.
12. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 6.2 of RFP.
13. We confirm that we shall continue to maintain compliance with Qualification Requirements as required in Clause 3.2 of the RFP.
14. We confirm that we or any of our Affiliates have not been declared as insolvent or bankrupt in last ten (10) years preceding the Bid Due Date as per Clause 3.1.4 (a) of the RFP.
15. We confirm that we or our Affiliate whose financial capability is being relied upon, for meeting the Financial Qualification Requirements, has not been barred or banned or backlisted or de-listed or put on Holiday by any Government/ Quasi-Government/ Public Sector Undertaking/ Private Firm/ Financial Institutions from participating in

any project or being awarded any contract in any of the past three (3) years preceding Bid Due Date as per Clause 3.1.4 (c) of the RFP.

16. We also confirm that no member of our board of directors or our promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.
17. We confirm that neither we nor our Affiliates are a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in our own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
18. We confirm that we are not party to any litigation that affects us or could have a adverse effect on our financial condition, prospects or our business or our ability to fulfil our obligations as a TPSA. We further confirm that in the event Bid Process Authority discovers about any of our litigation aspect post submission of Bid, the Bid Process Authority shall have the right and discretion to not evaluate our Bid any further and we shall be considered ineligible for evaluation.
19. We confirm that we shall adhere to the requirements of the equipment technical specifications, as provided in Schedule 4 of Tripartite Agreement.

Dated the Day of [20XX].

Thanking you,
We remain,
Yours faithfully,

.....
(Signature and seal of the Authorised Signatory)
Name of the Authorised Signatory:
Designation:
Address:

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney as per Clause 5.4.1 (b) is issued]

.....
(Company Rubber Stamp to be affixed)

7.1.2. **Format for Evidence of Authorized Signatory’s Authority (Power of Attorney)**

[**Note to Bidders:** To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country]

POWER OF ATTORNEY

Know all men by these presents, we [Insert name and address of the registered office of the Bidder] do hereby constitute, appoint and authorize Mr./ Ms. [Insert name and residential address] who is presently employed with us and holding the position of[Insert Designation of the Authorized Signatory] as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for ‘Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provisionfor power sector’ in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof issued by Bid Process Authority, including signing and submission of Bid and all other documents related to Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Bid Process Authority may require us to submit. The aforesaid attorney is further authorized for making representations to Bid Process Authority and providing information/ responses to Bid Process Authority, representing us in all matters before Bid Process Authority, and generally dealing with Bid Process Authority in all matters in connection with our Bid till the completion of Bid Process as per the terms of RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under RFP.

Signed by the within named

..... [Insert the name of Bidder on whose behalf the PoA is executed] through the hand of Mr. [Insert name of the person giving the PoA i.e. the executant] duly authorized by the Board to issue such Power of Attorney

Dated this day of, [20XX]

Accepted by:

.....
(Signature of attorney)
Name of the attorney:
Designation:
Address:
Name, designation and address of the attorney)

Attested by:

.....

(Signature of the executant)
Name of the Executant:
Designation:
Address:
(Name, designation and address of the executant)

Notarised by:

.....
(Signature and stamp of Notary of the place of execution)

Place for affixation of Common Seal

Common seal of [Insert name of the company in which the Executant is employed] has been affixed in my/ our presence pursuant to Board of Director’s Resolution dated

[**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: [Note to Bidders: These witnesses will be as specified in the Board resolution for affixation of the Common Seal or as provided in the Articles of Association of the Executant Company]

<p>1.(Signature) Name: Designation:</p>	<p>2.(Signature) Name: Designation:</p>
--	--

Note to Bidders:

1. To be executed by Bidder
2. The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant, affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.
3. The person authorized under this Power of Attorney, in the case of the Bidder shall be the person authorized by Managing Director/Whole Time Director in all resolutions duly passed by the company.

4. In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.
5. In the event, Power of Attorney has been executed outside India, the same needs to be duly apostilled in the jurisdiction where it is executed.
6. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution or Power of Attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

*In case of a Manager, Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

7.1.3. **Format for Bidder's Composition and Ownership Structure**

[To be submitted on the letterhead of Bidder]

1. Corporate Details:

Please provide the following information for Bidder:

- a. Company's Name, Address, Nationality and Director's details:
 - Name:
 - Registered/Principal Address:
 - Website Address: www.....
 - Corporate Identification Number, if any:
 - Country of Origin:
 - Address for Correspondence:
- b. Year of Incorporation:
- c. Business Activities:
- d. Name of the Authorized Signatory:
- e. Telephone Number:
- f. Email Address:
- g. Telefax Number:
- h. Local Address in India (if incorporated outside India), if any:
.....
- i. Please provide the following documents:
 - i. In case of Company, copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments, certified by the company secretary or Authorized Signatory of the Bidder.
 - ii. Authority letter in favour of Bid Process Authority from the Bidder (as per format specified in 7.1.4), authorizing Bid Process Authority to seek reference from their respective bankers, lenders, financing institutions and any other person as given below in the Format for Authorization, as per Clause 3.2.6 of RFP.

2. Details of Ownership Structure:

Details of persons owning 10% or more of the total paid up equity of the Bidder.

Name of the Bidder:

Status of equity holding as on

Sl.	Name of Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Control (%)
1.				
2.				
3.				
4.				
5.				

Notes:

1. Status of equity holding shall be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder

M/s.

.....

(Signature of Authorized Signatory)

Name:

Designation:

Stamp:

Date:

Place:

7.1.4. **Format for Authorization**

[To be submitted on Non – judicial stamp paper, duly attested by notary public]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

The undersigned hereby authorize(s) and request(s) all our Bankers, a list of which is attached herewith (Bidder to provide the list of Bankers), including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by the [Name of the Bid Process Authority] or their authorized representatives to verify the authenticity of the documents/ information submitted by us for meeting the Qualification Requirements in respect of our Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' and/ or regarding our financial standing and general reputation.

For and on behalf of M/s..... [Insert Name of Bidder]

.....
(Signature of the authorized representative of the Company)
Name:
Designation:

.....
Company Rubber Stamp

Signature of Notary Public

.....
(Signature)
Place:
Date:

[**Note to Bidders:** Bidders to annex to this format, a list of all their bankers as required in this Authorization]

7.1.5. **Authorisation from Affiliate of Bidder whose financial capability has been used by the Bidder**

[To be submitted on the Letterhead of the Affiliate whose credentials have been used]

AUTHORISATION

From:

Name: [Insert name of Affiliate of Bidder]
Address: [Insert address of Affiliate of Bidder]
Telephone No.:
Facsimile no.:
Email address:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We refer to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof ("RFP") issued by you for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector'.

We confirm that M/s. [Insert name of Bidder] has been authorized by us to use our financial capability for meeting the Financial Qualification Requirements for the Bid.

For and on behalf of M/s..... [Insert Name of Affiliate]

.....
(Signature and stamp of Managing Director/ Whole Time Director/ Manager# of Affiliate)
Name:
Date:
Place:

For and behalf of Affiliate
M/s.
.....

Place for affixation of Common Seal

(Signature of authorized representative*
authorized to give such confirmation)

Name:
Designation:
Place:
Date:

Common Seal of
[Insert name of the Affiliate of Bidder]
has been fixed my/ our presence pursuant
to the Board of Director’s resolution dated
.....

[**Note to Bidders:** Affiliate to attach copy
of the relevant Resolution, duly certified
by the Company Secretary]

1. **Witnessed by:** [**Note to Bidders:** To be as per the authorization
given by the Board in the resolution passed for affixation of the
Common Seal or as per the provisions of the Articles of Association
of the Affiliate]1.

(Signature)

Name:

2. Designation:2.

.....

(Signature)

Name:

Designation:

In case of a Manager, the company shall confirm through a copy of Board Resolution
attested by Company Secretary that the concerned person is appointed as Manager as
defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for
the purpose in question

*Bidder to submit the authorization letter from the Affiliate in the form of PoA/ copy of
board resolution authorizing the signatory.

7.1.6. **Format for meeting Qualification Requirements – Technical**

[To be submitted on the Letterhead of the Bidder]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby certify that we, [Insert name of the Bidder] are operating as a coal sampling agency in [Insert the countries of operation] since [Insert year since when operating] and have experience of having successfully executed (completed) works of similar nature (Collection, Preparation, Analysis of Coal sample & Documentation) for minimum aggregate value of **Indian Rupees Crores (INR)** (excluding taxes and levies) either in independent form (single work order) or in consolidated form (multiple work orders) during last seven (7) Financial Years ending 31.03.2021 in India and/or abroad.

The details of work undertaken independently (single work order) or in consolidated form (multiple work orders) during the last seven (7) Financial Years ending 31.3.2021 are provided in the table below.

Details of work undertaken:

Sl.	Work Order No. & Date	Name & address of Employer/ Work Order Issuing authority	Start Date and End Date of Work	Work Order Value (INR Cr)	Value of work completed in the Financial year considered (INR Cr)	Percentage (%) share (in case of Partnership firm)	Executed (completed) value of the work in the FY by the Bidder as per share (INR Cr)
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)
1.							
2.							
3.							
4.							
5.							
							Total (INR Cr)

Documentary evidence: Submitted in the form of copies of work orders/contracts/satisfactory completion certificates clearly specifying the amount of work (in Rs. Cr) and duly signed and stamped by Authorized Signatory.

NABL Accredited Coal Testing Laboratories: List of all self-owned NABL accredited coal testing laboratories in India is furnished and duly signed and stamped by Authorized Signatory. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day. Bidder shall submit documentary evidence confirming the minimum sampling capacity requirements.

NABCB certification: Copy of accredited certificate for NABCB certification for Coal Scope (IS 436-part-I, Sec-I, 1964 specification or its latest version) by National Accreditation Board of Certification Bodies (NABCB) is attached separately duly signed and stamped by Authorized Signatory. [Note: Bidders not having required NABCB certification should provide undertaking as per Clause 3.2.1 (iii) of RFP.]

Manpower and Equipment Details – Details regarding competent manpower with the required skillsets and their relevant qualifications and experience, equipment (including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment), tools, tackles, consumables, transport arrangements etc. are listed separately and duly signed and stamped by Authorized Signatory.

The documentary evidences submitted for meeting the Technical Qualification Requirements are true and valid as on a date that is not more than fifteen (15) days prior to Bid Due Date.

[**Note to Bidders:** Bidder must submit necessary documentary evidence for each work experience]

.....
(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Company Rubber Stamp:

7.1.7. Format for meeting Qualification Requirements – Financial

(A) TURNOVER

[Bidder to submit this format on its letterhead or its Affiliate, as applicable]

To,

[Designation]
 [Name of Bid Process Authority]
 [Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We certify that the we, [Insert name of Bidder/Affiliate whose credentials are used to meet the Financial Qualification Requirements] had an Average Annual Turnover of INR Crore or equivalent US\$*, computed as per instructions in this RFP over the three (3) financial years preceding the Bid Due Date – viz. FY 2018-19, FY 2019-20, FY 2020-21, based on unconsolidated audited annual accounts (refer Note-2 below).

Sl.	Name of Financially Evaluated Entity	Relationship with Bidding Company**	Annual Turnover (INR Crore)			Avg. Annual Turnover (INR Crore)
			FY 2018-19	FY 2019-20	FY 2020-21	
1.						

* Equivalent USD shall be calculated as per provisions of Clause 3.2.3

**The column for "Relationship with Bidder" is to be filled when financial capability of Affiliate is used for meeting Qualification Requirements.

Yours faithfully

.....
 (Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder/Affiliate, as applicable)

Name:

Date:

Place:

.....
 (Signature and Stamp of Statutory Auditor of Bidder/Affiliate, as applicable)

Name:

Date:

Place:

[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidder/Affiliate, as applicable. may provide a separate computation of Avg. Annual Turnover as per Clause 3.2 of the RFP on its letterhead duly signed and stamped.]

For and behalf of Bidder/Affiliate

M/s.

.....

(Signature of authorized representative of the Bidder/Affiliate) (Please see Notes below)

Place for affixation of Common Seal

Name:

Designation:

Place:

Date:

Common Seal of

[Insert name of the Bidder/Affiliate] has been fixed my/ our presence pursuant to the Board of Director’s resolution dated

[Note to Bidders: Bidder/Affiliate to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: **[Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder/Affiliate]1.

(Signature)

Name:

Designation:2.

(Signature)

Name:

Designation:

Note to Bidders:

1. Along with the above format, in a separate sheet, please provide details of computation of Avg. Annual Turnover duly certified by Statutory Auditor.
2. Audited unconsolidated annual accounts of Bidder/Affiliate shall be used.
3. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act 1956/2013, as the case may be, for the purpose in question.
4. Bidder/Affiliate to submit the authorization letter in the form of PoA/copy of board resolution authorizing the signatory.

(B) WORKING CAPITAL

[Bidder to submit this format on its letterhead or its Affiliate or its Statutory Auditor and/or Banker, as applicable]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We certify that the [Insert name of Bidder/Affiliate whose credentials are used to meet the Financial Qualification Requirements] have a Working Capital of INR Crore or equivalent US\$*, issued as on the date one (1) month prior to the bid submission date.

* Equivalent USD shall be calculated as per provisions of Clause 3.2.3

Yours faithfully

.....
(Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder/Affiliate, as applicable)
Name:
Date:
Place:

.....
(Signature and Stamp of Statutory Auditor of Bidder/Affiliate, as applicable)
Name:
Date:
Place:

[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidder/Affiliate may provide a separate certification of Working Capital as per Clause 3.2 of the RFP on its letterhead duly signed and stamped.]

In case, access to lines of credit constitutes the availability of working capital, Banker's certificate (from Scheduled commercial banks as per list in Format 7.2.3) shall also be submitted regarding availability of access to credit (issued within 1 (one) months prior to the date of opening of RFP) to meet the above eligibility criteria.

For and behalf of Bidder/Affiliate
M/s.

Place for affixation of Common Seal

.....
(Signature of authorized representative of
the Bidder/Affiliate) (Please see Notes
below)

Name:
Designation:
Place:
Date:

Common Seal of
[Insert name of the Bidder/Affiliate] has
been fixed my/ our presence pursuant to
the Board of Director’s resolution dated
.....

[Note to Bidders: Bidder/Affiliate to
attach copy of the relevant Resolution,
duly certified by the Company Secretary]

Witnessed by: **[Note to Bidders:** To be as per the authorization given by the Board
in the resolution passed for affixation of the Common Seal or as per the provisions of
the Articles of Association of the Bidder/Affiliate]1.

(Signature)

Name:
Designation:2.

(Signature)

Name:
Designation:

7.1.8. **Bidder's Undertakings**

A. Bidder's Undertaking for submission of Bid

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf, that if selected as Successful Bidder:

1. We as the Third Party Sampling Agency shall comply with all the relevant electricity laws, rules, codes, regulations, standard and prudent utility practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreement that may be required to be executed as per law in this regard.
2. We give our unconditional acceptance to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof issued by Bid Process Authority and Tripartite Agreement, as amended, and undertake to ensure that we, the Third Party Sampling Agency, shall execute all Tripartite Agreement, as applicable, as per the provisions of this RFP.
3. We have submitted this Bid on the terms and conditions contained in RFP and Tripartite Agreement. Further, the Financial Proposal submitted by us is strictly as per Clause 5.5 of RFP, without mentioning any deviations, conditions, assumptions or notes in the said format.
4. Our Bid is valid up to the period required under Clause 4.7 of RFP.
5. We confirm that in the event we emerge as a Successful Bidder, our Financial Proposal shall remain valid through the entire tenure of empanelment as per Clause 2.2.3 of this RFP.
6. Our Bid has been duly signed by Authorized Signatory and stamped in the manner and to the extent indicated in this RFP and the Power of Attorney or Board resolution in requisite format as per RFP has been enclosed in original with this Undertaking.
7. We confirm that if we are selected as Successful Bidder, we shall adhere to the provisions of the Tripartite Agreement.
8. We confirm that our Financial Proposal conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

- a. Financial Proposal has been submitted in online mode only as per Clause 5.5 and 5.8 of RFP;
 - b. Financial Proposal is unconditional;
 - c. Only one (1) Financial Proposal has been submitted.
9. We further agree and confirm to the selection process as per Clause 6.4 of RFP and agree to adhere to the conditions therein.
10. We have neither made any statement nor provided any information in Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmations, declaration and representations made in our Bid are true and accurate. In case this is found to be incorrect after our signing of Tripartite Agreement, pursuant to our selection as Successful Bidder, we agree that the same shall be treated as per Clause 7 of the Tripartite Agreement.
11. We confirm that there are no litigations or other disputes against us, which materially affect our ability to fulfil our obligations with regard to the Third Party Sampling Agency as per the terms of Tripartite Agreement.
12. Original power of attorney or Board resolution as per Clause 5.4.1 (b) is enclosed.
13. We confirm that we are in full adherence to Clause 3.1.2 (Conflict of Interest) of this RFP and any misrepresentation on our part pertaining to Clause 3.1.2 shall cause our Bid to be invalid and rejected by the Bid Process Authority or our empanelment and/or contract to be cancelled at any time by the relevant authority.
14. We confirm that on selection as Successful Bidder, we shall pay the empanelment fee within the time stipulated by Bid Process Authority. In case of non-payment of empanelment fee, we confirm and agree that our empanelment may be rejected and we shall not be eligible to sign the Tripartite Agreement.
15. We further agree and confirm that in the event of our selection as Successful Bidder and empanelment, we shall, at the time of signing of Tripartite Agreement, submit the integrity pact duly signed and stamped and as per the format provided in Schedule 2 of Tripartite Agreement.
16. *[Bidder to insert this para if it does not have NABCB accreditation for coal scope as per Clause 3.2.1 (iii) of RFP]* We agree and undertake to confirm that, in the event of our successful empanelment as TPSA through this bid process, we shall apply and obtain the NABCB certification as required in Clause 3.2.1 (iii) of RFP within nine (9) months from our empanelment as TPSA, failing which our empanelment shall stand cancelled.

.....
[Signature and stamp of Managing Director or Whole Time Director or Manager of Bidder]
[Refer notes below].

Place for affixation of Common Seal

Common Seal of [Insert name of the Bidder] has been fixed in my or our presence pursuant to the Board of Director's resolution dated [**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: [**Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder]1.

(Signature)

Name:

Designation:2.

(Signature)

Name:

Designation:

Note to Bidders:

1. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question.

B. Bidder's Undertaking for Conflict of Interest

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf and on behalf of our Affiliates the following with respect to submission of our Bid in accordance with Clause 3.1.2 of this RFP.

1. We are not an Affiliate of any of the other Bidders.
2. We have not received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders.
3. We do not have any direct or indirect shareholding in any other Bidder.
4. We do not have a relationship with any of the other Bidders, directly or through common third parties, that puts us in a position to have access to information about the bid or that may influence Bid, of one or more of such Bidders, or influence the decisions of Bid Process Authority regarding Bid Process.
5. We have not submitted more than one (1) Bid either individually or through an Affiliate. We agree that this shall result in the disqualification of all such Bids submitted by us and our Affiliates.
6. We have not participated directly or through an Affiliate as a consultant or advisor in the preparation of this RFP.
7. We or our Affiliates are not a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in our own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
8. Our member of board of directors and/ or our promoters/ partners do not have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

We undertake and confirm and agree that in the event we are found to be in conflict from the above, we shall be disqualified by the Bid Process Authority.

.....
[Signature and stamp of Managing Director or Whole Time Director or Manager of Bidder]
[Refer notes below].

Place for affixation of Common Seal

Common Seal of [Insert name of the Bidder] has been fixed in my or our presence pursuant to the Board of Director's resolution dated [**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

3. **Witnessed by:** [**Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder]1.

(Signature)

Name:

4. Designation:2.

.....

(Signature)

Name:

Designation:

Note to Bidders: In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question

7.1.9. **Format for Disclosure**

[On the Letterhead of the Bidder]

DISCLOSURE

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bidders' Disclosure for its Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We hereby declare that the companies with which we have direct or indirect relationship are also separately participating in this Bid Process as per following details:

Sl.	Name of the Company	Relationship
1.		
2.		

Further, we confirm that we or any of our Affiliates don't have any Conflict of Interest with any other Bidder participating in this Bid Process as per Clause 3.1.2 of the RFP.

.....
Signature of Managing Director/ Whole Time Director/ Manager

Note to Bidders:

1. In case of a Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/2013, as the case may be, for the purpose in question.
2. In case there is no such company please fill in the column "Name of the Company" as Nil and under column of Relationship as "Not Applicable".

7.1.10. Format for certificate of relationship of Affiliate with the Bidder

[To be submitted by the Bidder, only if financial credentials of its Affiliate have been used by Bidder]

To,

[Designation]
 [Name of Bid Process Authority]
 [Address of Bid Process Authority]

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We hereby certify that M/s., is the Affiliate of the Bidder as per the definition of Affiliates provided in this RFP and based on details of equity holding as on sixty (60) days prior to date of issuance of RFP.

The details of equity holding of the Bidder in the Affiliate or vice versa as on sixty (60) days prior to date of issuance of RFP are given as below:

Name of Bidder	Name of the Affiliate of the Bidder*	Name of the Parent Company of the Bidder	Name of the company having common control in the Affiliate and the Bidder

*Bidder to hold more than twenty six percent (26%) in such Affiliate as on sixty (60) days prior to date of issuance of RFP .

Documents submitted in support of establishing the relationship with the Parent/ Affiliate with the Bidder in terms of the provisions of Clause 3.2.5 of this RFP are as follows:

1.
2.
3.

.....
 (Signature of the Statutory Auditor of Bidder or of any practicing Company Secretary)
 Name:
 Place:
 Date:

7.1.11. **Format for Undertaking for eligibility confirmation as per Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance**

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir,

Sub: Bid for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf, that:

1. We have read the clause regarding restrictions on a bidder of a country, which shares a land border with India. We certify that [Insert name of Bidder] is not from such a country or, if from such a country, has been registered with the competent authority. We hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
2. *{Insert if applicable}* We further certify that our Affiliate is eligible to be considered as per Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

.....
[Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder]
[Refer notes below].

Note to Bidders:

5. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question.
6. Competent authority shall be as defined in Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance.

7.2. Other Formats and Annexure

7.2.1. Format for seeking clarifications on RFP by Bidders

Sl.	Clause no.	Existing Provision	Clarification required

.....

(Signature of Authorized Signatory of Bidder)

Name:

For:

Bidder's Rubber Stamp and Full Address.

[**Note to Bidders:** This format shall be used for submission of requests for seeking clarifications on the RFP per the provisions of Clause 6.5]

7.2.2. **Format for Bid Security Declaration:**

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.]

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BID SECURITY DECLARATION

In consideration of the [Insert name of Bidder] submitting Bid inter alia for 'Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power sector' in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof, issued by the [Name of Bid Process Authority], (hereinafter referred to as "Bid Process Authority") and Bid Process Authority agreeing to consider Bid of [Insert the name of Bidder] as per the terms of RFP, we [Insert the name of Bidder] having our registered office at [.....] (referred to as the **Bidder**), do hereby in terms of Clause 7 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP and unconditionally and irrevocably accept and undertake that upon occurrence of the events prescribed under Clause 4.8 of the RFP or if we fail to fulfil or comply with all or any of the terms and conditions contained in the RFP, Bid Process Authority will be entitled to suspend and disqualify participation, in all respects, from us and any of our Affiliates, in any and all tenders floated by Bid Process Authority for a period of 2 (two) years from the date of default as notified by Bid Process Authority to us without any proof or conditions.

.....
[Signature and stamp of Managing Director or Whole Time Director or Manager of Bidder]
[Refer notes below].

Place for affixation of Common Seal

Common Seal of [Insert name of the Bidder] has been fixed in my or our presence pursuant to the Board of Director's resolution dated [**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

7. **Witnessed by:** [**Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder]1.

(Signature)
Name:

8. Designation:2.

.....

(Signature)

Name:

Designation:

Note to Bidders:

In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question.

7.2.3. **List of Banks:****Scheduled Commercial Banks**

Category	Bank Name
Scheduled Public Sector Banks	<ol style="list-style-type: none"> 1. Bank of Baroda 2. Bank of India 3. Bank of Maharashtra 4. Canara Bank 5. Central Bank of India 6. Indian Bank 7. Indian Overseas Bank 8. Punjab & Sind Bank 9. Punjab National Bank 10. State Bank of India 11. UCO Bank 12. Union Bank of India
Scheduled Private Sector Banks	<ol style="list-style-type: none"> 1. Axis Bank Ltd. 2. Bandhan Bank Ltd. 3. CSB Bank Ltd. 4. City Union Bank Ltd. 5. DCB Bank Ltd. 6. Dhanlaxmi Bank Ltd. 7. Federal Bank Ltd. 8. HDFC Bank Ltd 9. ICICI Bank Ltd. 10. IndusInd Bank Ltd 11. IDFC First Bank Ltd. 12. Jammu & Kashmir Bank Ltd. 13. Karnataka Bank Ltd. 14. Karur Vysya Bank Ltd. 15. Kotak Mahindra Bank Ltd 16. Lakshmi Vilas Bank Ltd. 17. Nainital Bank Ltd. 18. RBL Bank Ltd. 19. South Indian Bank Ltd. 20. Tamilnad Mercantile Bank Ltd. 21. YES Bank Ltd. 22. IDBI Bank Ltd.
Scheduled Foreign Banks	<ol style="list-style-type: none"> 1. Australia and New Zealand Banking Group Ltd. 2. Westpac Banking Corporation 3. Bank of Bahrain & Kuwait BSC 4. Bank of Nova Scotia 5. BNP Paribas 6. Credit Agricole Corporate & Investment Bank 7. Societe Generale 8. Deutsche Bank 9. HSBC Ltd 10. PT Bank Maybank Indonesia TBK 11. Mizuho Bank Ltd. 12. Sumitomo Mitsui Banking Corporation 13. The Bank of Tokyo- Mitsubishi UFJ, Ltd. 14. Cooperatieve Rabobank U.A. 15. Doha Bank 16. Qatar National Bank

Category	Bank Name
	17. JSC VTB Bank 18. Sberbank 19. United Overseas Bank Ltd 20. FirstRand Bank Ltd 21. Shinhan Bank 22. Woori Bank 23. KEB Hana Bank 24. Industrial Bank of Korea 25. Kookmin Bank 26. Bank of Ceylon 27. Credit Suisse A.G 28. CTBC Bank Co., Ltd. 29. Krung Thai Bank Public Co. Ltd. 30. Abu Dhabi Commercial Bank Ltd. 31. Mashreq Bank PSC 32. First Abu Dhabi Bank PJSC 33. Emirates Bank NBD 34. Barclays Bank Plc. 35. Standard Chartered Bank 36. NatWest Markets Plc 37. American Express Banking Corporation 38. Bank of America 39. Citibank N.A. 40. J.P. Morgan Chase Bank N.A. 41. SBM Bank (India) Limited 42. DBS Bank India Limited

7.2.4. Bidder's Guide for PFCL Portal

1. Use browser to go to <https://www.mstcecommerce.com/eprhome/pfcl/>

Digital Signatures

To login into the portal both Users (PFCL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:

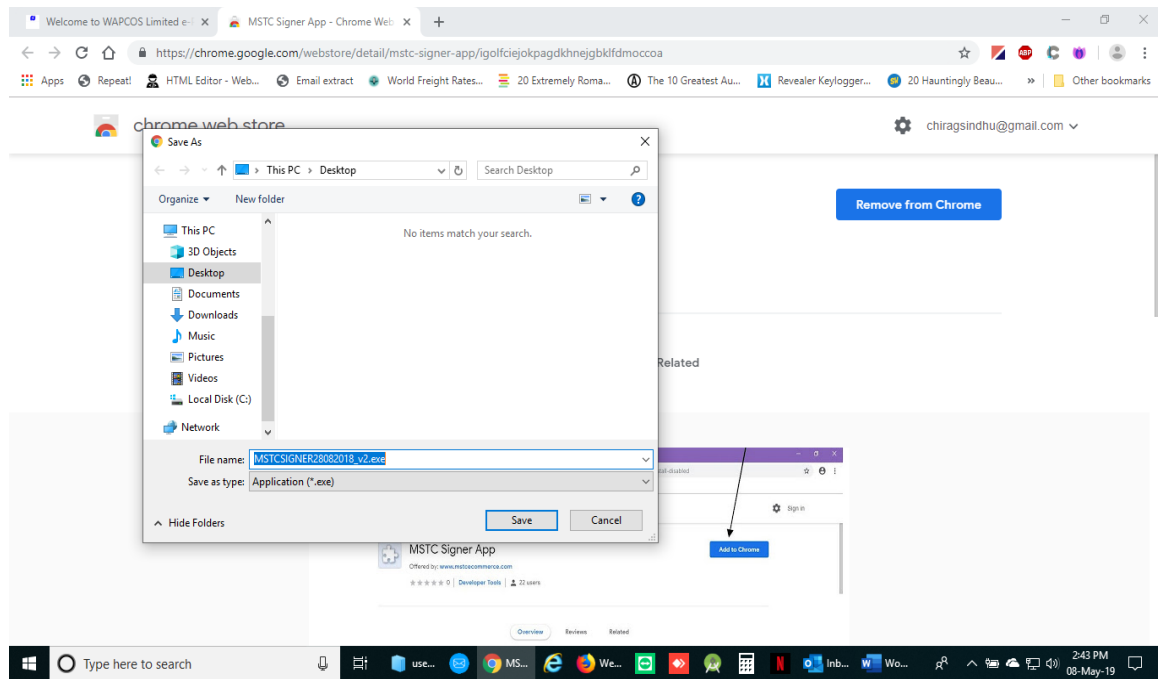
1. Safescrypt
2. IDRBT
3. National Informatics Centre
4. TCS
5. GNFC
6. e Mudhra CA
7. CDAC CA
8. Capricorn CA
9. NSDL e-Gov CA

System Settings

1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:

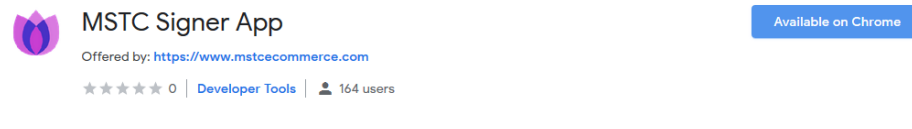
Install Component
all Component Guide - For

3. On clicking the button, a new window will open as shown below:



In this window, please save the MSTCSIGNER28082018_v2.exe file and install it

4. .
5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:



For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:

A screenshot of a 'Vendor Login' form. The form has a teal background and a yellow header with the text 'Vendor Login'. It contains two input fields: 'Username' and 'Password'. Below the fields are two buttons: 'Login' and 'Reset'. At the bottom of the form, there are two links: 'Reset Password?' and 'Register as Vendor'.

3. Fill the form that appears to create username and password.

MSTC Procurement MSTC Limited

e-Procurement -> Vendor -> New Registration

Personal Information * mandatory fields

Company Name* :

Contact Person* :

Company Type* :

User Preferences

Choose a Username* : [Click here to check availability of your User Id](#)

Choose a Password* : (Your Password is Case Sensitive.)

Retype Password* :

Your Contact Details

Email Id* :

Mobile Phone No. : (Please provide mobile no. to serve you better)

Day Phone* :

Fax No :

Your Contact Address

Street* :

City* :

Pin* :

District* :

Country* : Other

State* :

4. Once the registration is done, login with your user name and password:

Vendor Login

Username

pfclvendor1

Password

.....

Login **Reset**

[Reset Password?](#)

[Register as Vendor](#)

5. System will ask you to verify your digital signature

Register/Verify your Digital Certificate

I agree with the terms and conditions of MSTC e-Procurement portal.

--- My Credentials ---

Contact Person: MSTCDS1eMail_mstcepro
PAN : VFMPG2919B Principallid :102
--- DSC verification Code ---
Your Unique DSC verification Code is :1154

SignerUtility V.1.1

Select Certificate

Selected Certificate for Operations

Issued To : -

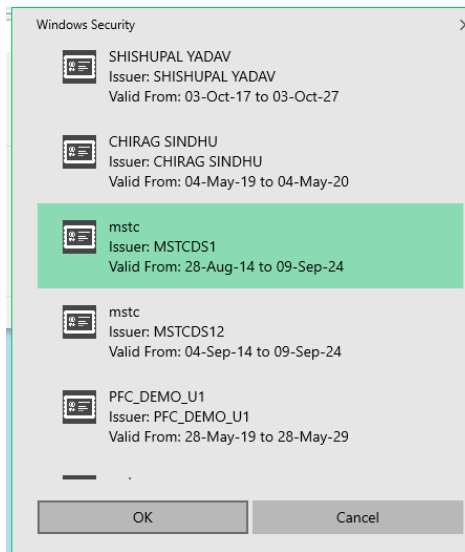
Issued By : -

Issue Date : -

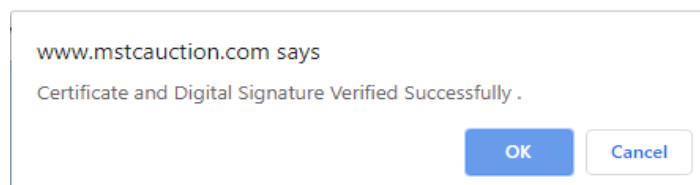
Expiration Date : -

[Click to register/verify your digital certificate](#)

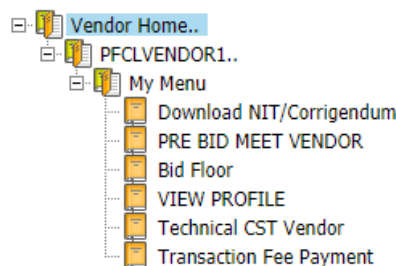
6. Press Ok and select your digital signature from the List:



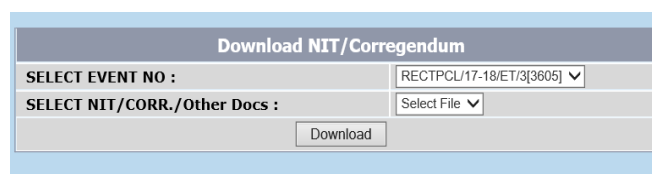
7. Your digital signature will be verified



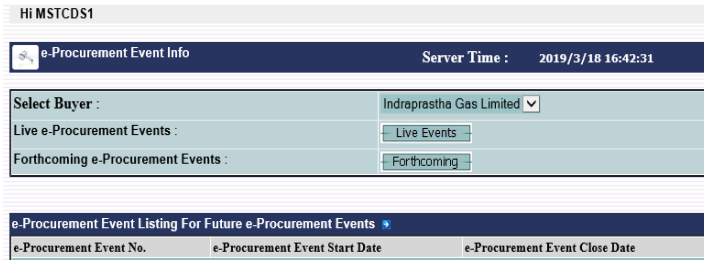
8. Once login is complete, a bidder can access My Menu through the left side of the page:



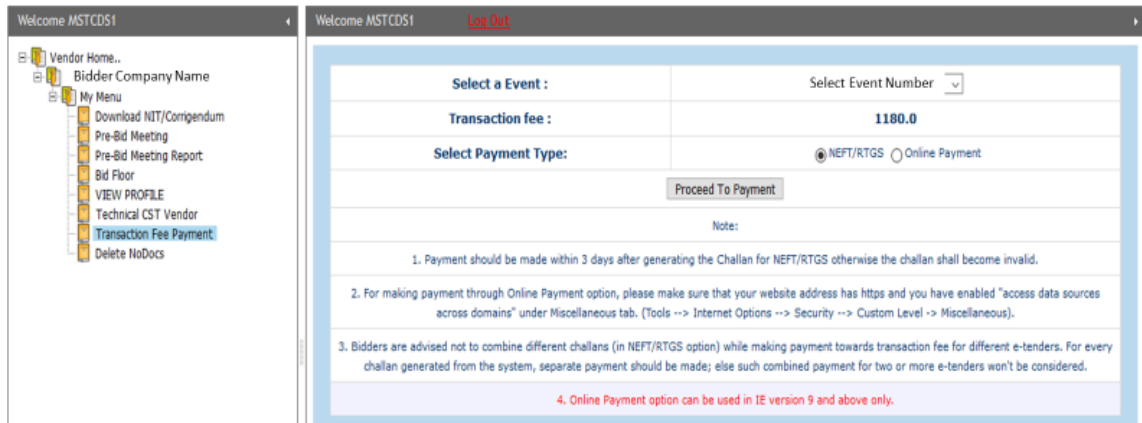
9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:



10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.



11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

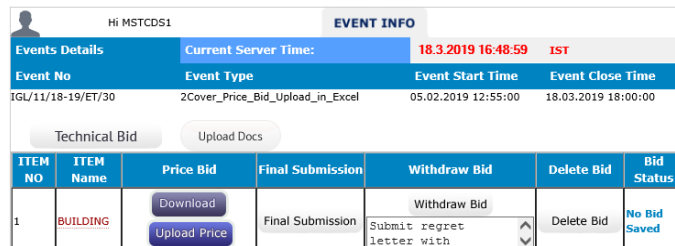


Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically

12. .

On clicking the tender number one of the following screens will appear:

For 2 cover with price bid in excel



E-Tender Technical Cum Price Bid

Events Details		Current Server Time:		18.3.2019 16:50:6 IST			
Event No	Event Type	Event Start Time	Event Close Time				
IGL/abc/18-19/ET/77	E-Tender Technical Cum Price Bid	16.03.2019 13:36:00	19.03.2019 00:00:00				
Common Terms Upload Documents							
Lot No/Lot Name	Cover 1	Cover 2	Final Submission	Withdraw Bid	Delete Bid	Bid Status	
1	test 1	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	Price Saved
2	test 2	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	No Bid Saved

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

Purchaser's Specification			Agree
1 Technical Terms			
1.1	a		Agree <input type="button" value="Agree with remarks"/>
1.2	a		Remarks <input type="text"/>
1.3	a		<input type="button" value="AGREE"/>
1.4	a		Agree <input type="button" value="Agree"/>
1.5	a		<input type="button" value="AGREE"/>

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

UPLOAD DOCUMENTS

Select Cover :

spec

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

Upload Price Bid File :17-18-ET-19-5312-38840-Book2.xls

• Browse File : Browse...

Uploaded File Details

• File Name : File Size[bytes] : Encrypted File Size[bytes] :

• File Size % Increase After Encryption :

• Uploaded And Encrypted Bid File:

Upload And Save Encrypt File

- f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

- a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
- b. Then the bidder has to upload documents as per the list shown therein.
- c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.
- d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder's may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at PFCL:

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

Phone Number

03322901004, 01123212357, 01123215163, 01123217850

Email

mstcnro@mstcindia.co.in

Please mention "Helpdesk" as subject while sending emails

Availability

10 AM to 5:30 PM on all working days.