

**INVITATION OF OFFERS FOR APPOINTMENT OF CONSULTANT FOR PROVIDING TRANSACTION
ADVISORY SERVICES FOR SELECTION OF MINE DEVELOPER CUM OPERATOR (MDO) FOR
RAJBAR E & D COAL BLOCK ALLOTTED TO TENUGHAT VIDYUT NIGAM LIMITED (TVNL)**

Corporate Office:

Tenughat Vidyut Nigam Limited
(A Govt. Of Jharkhand Undertaking)
Hinoo, Doranda, Ranchi-834002

1. COMPANY BACKGROUND

Tenughat Vidyut Nigam Limited is a power generating company incorporated on 26.11.1987 under Indian Company's Act, 1956. TVNL, a Govt. of Jharkhand Undertaking is having its corporate office at Ranchi. The project site known as Tenughat Thermal Power Station (TTPS) is located at village Lalpania in Dist-Bokaro. The project is situated on the bank of Tenughat reservoir.

The total installed capacity of Tenughat Thermal Power Station is 420MW having two units of 210 MW capacity each. The first unit of 210MW was put under commercial operation in September 1996 and second unit of 210MW in September 1997.

TTPS has an acquired land of approx. 1800 acre. TVNL has planned its future expansion at existing site by addition of 2x660 MW units. It is also planning for setting up a 2x660 MW green field project at suitable location.

The Ministry of Coal has allotted the Rajbar E & D coal block to Tenughat Vidyut Nigam Limited (TVNL) for meeting the fuel requirements of its expansion project of 2x 660 MW.

TVNL intends to appoint a competent consultant having experience in the coal sector in India to select a financially and technically sound Mine Development cum Operator to develop the above mentioned coal block. Hence, TVNL invite bids from the bidders for appointment of consultant for providing Transaction Advisory Services for selection of Mine Development cum Operator.

2. BID SCHEDULE

<u>ACTIVITY</u>	<u>COMPLETION DATE/TIME</u>
1. Issue/Download of Tender Paper	<u>20th October 2015</u>
2. Last date for issue of Tender Paper	<u>10th November 2015</u>
3. Last date for Submission of tender in three part (EMD/Cost of tender, Technical & Financial)	<u>13th November 2015 upto 14:00 Hrs</u>
4. Opening of Technical Part	<u>13th November 2015 at 16:00 Hrs</u>

3. CONTACT PERSON

Electrical Superintending Engineer (P&S)

Ph. No.- 06516900250

Mob.- 09031051185, 09835346525

4. ROLE OF SELECTED BIDDER

The role of the selected bidder is to act as the Transaction Advisor for Providing Consultancy Services for Selection of Mine Developer cum Operator (MDO).

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

The Detailed scope of work of the selected bidder shall be as mentioned below:

SCOPE OF WORK

The Detailed scope of work of the selected bidder shall be as mentioned below:

1. The Consultant shall assist TVNL in finalizing the most efficient approach and also the capability assessment methodology to be adopted for selection of the MDO and structure of Bid process.

2. Consultant shall prepare draft Bid document in consultation and directions of TVNL covering the following aspects:
 - a) Preparation of NIT/ Tender document.
 - b) Preparation Draft Bid Document covering two stages technical and financial evaluation process for study & approval by TVNL. On approval of the Draft Bid Document, the Consultant will assist in issue of the Notice Inviting Tender for selection of MDO through press notification in newspapers and in company website by TVNL.
 - c) Consultant shall assist in identifying and scanning the profile of all the potential Bidders, assist TVNL in conducting pre-bid conference at TVNL, Head Office, Ranchi or at any other place of India (at the discretion of TVNL) and clarifying the queries received/ raised by potential Bidders and modifying the Bid document in consultation with TVNL, if required.
 - d) Techno- Commercial scrutiny and evaluation of bid - assist in evaluating Techno-commercial Bids, shortlist qualified Bidders and also assist in arranging presentation of Techno-commercial comparative statements and their appraisals to TVNL and after receipt of written approval of TVNL. Consultant shall assist the Price Bids opening in the presence of the intending Bidders/ authorized representative at TVNL, Head Office, Ranchi.
 - e) Participation in the Techno-Commercial discussion with the bidders at Ranchi and Preparation of Tender Appraisal report (TAR).
 - f) Price bid Evaluation.
 - g) Participation in Price negotiation if required.
 - h) Preparation of Draft Letter of Acceptance.
 - i) Preparation and assistance in finalization of Contract Document.
 - j) Design Formats of proposed contract to be signed by the selected Mining Contractor/Mine Developer-cum-Operator (MDO) and other Documents required

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

for Bid process management (including any revision as per requirement) till signing of contract with the successful Bidder.

k) Identifying Key Performance Areas (KPA's) for monitoring and evaluating the performance of the Mining Contractor/Mine Developer-cum-Operator (MDO), including the methodology for monitoring KPA's.

3. Assist in finalization and selection of suitable MDO in line with the above stated objective.
4. Consultant shall assist in making draft structure of Contract agreement for approval by TVNL. After receipt of the written approval of the TVNL, Consultant will assist TVNL during signing of contract with selected Bidder.
5. Consultant shall assist in arranging site visits for prospective bidders managing pre and post bid meeting and conferences, preparation of correspondence to queries /comments of the prospective bidders etc.

5. FEES FOR THE ASSIGNMENT

The bidder has to quote Lump Sum fee for coal block for the scope of work mentioned above to be submitted in the price bid (as per pro-forma annexed).

The service tax as applicable on the fee would be paid over and above the quoted fee.

The fees for any other work beyond the above mentioned scope of work shall be mutually agreed upon on case to case basis.

The duration of assignment is estimated to be Six Months.

6. MILESTONES FOR PAYMENT

The milestones of payment for the selected Consultant for the scope of work mentioned shall be as follows:

Sl. No.	Milestone	Percentage of Payment
1.	On award of work.	Nil
2.	On submission, approval of Draft Bid Document and issue of the Notice Inviting Tender for selection of Mining Contractor/ Mine Developer-cum-Operator (MDO)	10 %
3.	Identify and scan the profile of all the potential Bidders and after conducting pre-bid conference	05 %
4.	On Evaluation of Techno Commercial Bids and presentation of comparative statements and their appraisals to TVNL	10 %

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

5.	On Evaluation of Price Bids and presentation of comparative statements and their appraisals to TVNL	10 %
6.	On submission and approval of Draft structure of Contract Agreement	15 %
7.	After signing of Contract Agreement with selected Bidder.	40 %
8.	Consultant shall assist TVNL for a period of six months after signing of Contract Agreement with the MDO and shall provide all other assistance as per scope of work and as per the requirement of TVNL.	10% payment shall be released in two installment i.e.1 st installment of 5% after three months of signing of Contract Agreement with MDO and 2 nd installment of 5% after successful completion of the complete assignment.

7. TECHNICAL QUALIFICATIONS

Subject to fulfillment of the other terms and conditions of tender document, the bidder shall meet the Qualifying Requirements and comply with the terms stipulated hereunder:

- a) The Bidder should be an ISO certified Consulting Company and should be registered under the Companies Act 1956, for at least last 5 years as on FY March 2015.
- b) The Bidder should have successfully completed end-to-end Transaction Advisory services for selection of Mine Developer cum Operator (MDO) for at least one (1) coal block allotted to a Government company.
- c) Should have full time in- house team of Mineral Economists, Geologists, Mining Engineers, Financial and Legal experts having strong domain knowledge in the coal sector and should demonstrate working experience on the assignments as in clause (b) above.
- d) The average annual turnover during the last 3 financial years ending on 31st march of the preceding financial year shall be at least Rs.25 Crores (Rupees twenty five Crores only) (i.e. FY 2012-13, 2013-14, 2014-15).
- e) The Bidder should fulfill the above qualifications on its own and not in association/consortium with any other person/firm/ Company.(Consortium of companies not allowed)
- f) The bidder shall provided Bank Solvency Certificate for a minimum value of **Rs 10.00 lakh** from a Indian Nationalized / Scheduled Bank issued within three months from the date of submission of his tender.

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

- g) Experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which tenders are invited should be either of the following:
- i. One similar work costing not less than amount equal to Rs 28.00(Twenty eight) lac
- OR**
- ii. Two similar works costing not less than amount equal to Rs 18.00 (Eighteen) lakhs each.
- OR**
- iii. Three similar works costing not less than amount equal to Rs 14.00 (fourteen) lakhs each.

Definition of Similar Work shall mean:

Preparation of tender document and carrying out of tendering activities either till approval of final recommendations or till approval of draft agreement for selection of Mine Developer Cum Operator (MDO) for Coal Block

Note:

- a) The above information should be supported by relevant documentary evidence such as Annual Reports, and IT Returns for the last 3 Financial Years and the Certificates(Work order, contract agreement, completion certificate etc.) issued by the Government organization (client) shall form the basis for considering experience of work executed
- b) The offers of the Bidder not meeting the pre-qualifying requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
- c) TVNL reserves its right to verify the documents/information submitted or inspect the site / installation referred in Price Quotation documents. The Bidder shall provide necessary facilities for this purpose.
- d) The Bidder shall furnish a detailed statement of similar works done during the last seven years with respect to the Experience Criteria indicated above.
- e) Consortium with any other person / firm / Company shall not be allowed to participate in the Tender

8. BIDDING PROCESS:

On behalf of Tenughat Vidyut Nigam Limited (TVNL), Ranchi sealed tenders in three parts containing three envelopes A, B & C (Requisite cost of Tender Document & Earnest Money of specific value in envelope 'A', Technical & Commercial Bid in envelope 'B' and Price Bid in envelope 'C') are invited separately.

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

8.1. DOCUMENTS TO BE SUBMITTED:-

- A) Copy of Work Orders/Work Completion Certificates from the clients evidencing experience of having completed eligible assignments as per the bid document.
- B) Copy of Work Orders from the clients evidencing on-going eligible assignment as per the bid document.
- C) CV's of Mineral Economists, Geologists, Mining Engineers, Financial and Legal experts with experience in the eligible assignments.
- D) Copy of Registration Certificate and a valid PAN card.
- E) Copy of Service Tax and Provident Fund Registration certificate.

9. TENDER SUBMISSION PROCESS:-

The tender shall be submitted in three parts i.e Part A, Part B & Part C as follows :

Part A Earnest Money & cost of tender – The tenderer shall be required to submit earnest money of Rs 70000/ (Rs Seventy thousand) only in the form of DD in favour of “TENUGHAT VIDYUT NIGAM LIMITED”, Ranchi or in form of BG.

The DD of Rs 5000/ (Five thousand) only in favour of “TENUGHAT VIDYUT NIGAM LIMITED”, Ranchi towards cost of tender documents shall require to be submitted in the envelope containing the EMD.

Part B Technical Bid - The Technical bid shall be submitted in a separate sealed envelope, which would be super subscribed with the words “**Technical bid – Consultant for Selection of Mine Developer cum Operator**”

Part C Financial Bid - Part C (Financial bid) shall contain the Schedule of Fee for the assignment attached with this Tender. The fee should be quoted both in figures and in words (English) and exclusive of service tax.

The price part shall be duly signed and stamped on each page. Any Extra work out of the Scope shall be remunerated on negotiation basis.

Financial bid shall be submitted in a separate sealed envelope, which would be super subscribed with the words “**Financial bid – Consultant for Selection of Mine Developer cum Operator.**”

All three separate sealed envelopes (A,B & C) Part A- Cost of Tender Documents & EMD, Part-B (Technical & Commercial Bid) and Part-C (Financial Bid) shall be put in one common envelope, sealed and super-subscribed with the words – offer for appointment of consultant. (Part-A , Part-B & Part-C) and submitted within the due date & time specified.

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

10. EVALUATION CRITERIA:

For evaluation of Bids the TVNL shall appoint Evaluation Committee comprising officers of the rank of FC / ESEs or their authorized representative.

After scrutiny the bid shall be rejected if,

- a. It is not received within the stipulated time and date as indicated above.
- b. It is not accompanied with the requisite processing fee, earnest money deposit, requisite documents and schedules.
- c. Proposal is not a firm proposal.
- d. Proposal is not valid for requisite time period.
- e. A material misrepresentation is made or discovered.
- f. The Bidder does not respond to the Committee asking for supplementary information required for the evaluation of proposal within the given time period.
- g. In the event of no response from the Bidder on the clarification / negotiation for finalization of the contract the company reserves the right to reject the bid and forfeit the earnest money deposit furnished by such Bidders.

EVALUATION OF FINANCIAL PROPOSAL

After scrutiny and evaluation of technical bids, the qualified bidders shall be short listed. The financial proposal (bids) of only short listed bidders shall be opened, in the presence of concerned bidders or their duly authorized representatives, who wish to be present.

11. AWARD OF CONTRACT:

After completing negotiations and awarding the assignment, TVNL shall issue a Letter of Intent to the selected bidder as the Transaction Advisor for selection of MDO.

The Consultant will be issued the Letter of Award within 5 working days after completion of all the formalities/pre-conditions and sign a contract within 25 days of issuance of the Letter of Award.

12. OTHER TERMS AND CONDITIONS:

- a) The bidder has to commit the following professionals immediately on award of the work without any dilution in the quality of the team, given the cross-functional and complex nature of the assignment; the team should be in-house expert team of the bidder having worked on the Eligible assignments as per the qualifying requirements.

Sr.	Category	Minimum No of Professionals	Qualifications	Experience
01)	Mining Experts:			

a)	Mining Engineer	2 (Two)	B. Tech/B. Sc. (Mining)/Mining Engineer from reputed institutes like ISM Dhanbad or IIT.	Should have experience of more 20 years in the Coal sector, and should have been part of the team in advising the eligible assignments in the Coal sector.
b)	Geologists	2 (Two)	M. Sc (Geology) from recognized university	Should have experience of more 20 years in the Coal sector, and should have been part of the team in advising the eligible assignments in the Coal sector
c)	Mineral Economist	One	M.Sc. (Geology) with Specialization in Mineral Economics	Should have experience of more 20 years in the Mineral sector, and should have prior experience of having worked with organizations such as Indian Bureau of Mines/CMPDIL etc.
d)	Power Expert	One	B.E. /B. Sc (Elec./Mech.) from recognized university	Should have experience of more 20 years in the power sector, and should have been part of the team in advising for Eligible assignments and should also have working knowledge of tariff calculation from the Regulators perspective.
02.	Financial Experts			
a)	Chartered Accountant	One	ICAI, New Delhi	Should have experience of more 15 years in the Coal & Power sector, and should have been part of the team in advising the eligible assignments in the Coal sector.
b)	Cost Accountant	One	ICWAI, Kolkata	Should have experience of

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

				more 15 years in the Coal & Power sector, and should have been part of the team in advising the eligible assignments in the Coal sector.
03.	Legal Experts			
a)	Company Secretary	One	ICSI, New Delhi	Experience in advising for the eligible assignments in the coal sector
b)	LLB or equivalent	One	Recognized university.	Experience in advising eligible assignments in the coal sector with experience of minimum seven years.

- a) The detailed CVs duly signed (original) along with the details of the eligible assignments should be highlighted to demonstrate the ability to successfully advice on the current project.
- b) Consortium of companies shall not be allowed to participate in this Tender process.
- c) The financial proposal by the bidders shall be in Indian Rupees
- d) The consultant should have full-time team members and technical experts. Part-time expert(s)/Team Members Shall Not Be Allowed.
- e) The Consultant shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by Project Authority on specified dates, venues and time in order to meet the obligations of Project Authority. In case of replacement of key personnel, the same shall be done with prior permission of the Project Authority
- f) All claims shall be raised by the bidder as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress.
- g) Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of Project Authority, failing which the engagement of the firm could be terminated.
- h) No offer should be sent by Fax or E-mail.
- i) Out pocket travelling expenses would be paid separately on actual.
- j) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- k) The bidder company should not have been blacklisted by any Ministry/Government undertaking in India in the last 5 years especially in the power generation/Mining sector.
- l) The bidder company or any of its associate/affiliate/subsidiary should not have any conflict interest in terms of developing coal mining/power generation projects in India.
- m) The qualifying experience shall be met by the bidder company on its own and the experience of its affiliate/subsidiary/joint venture shall not be considered.

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

13. SECURITY DEPOSIT :

The selected Consultant shall carry out the services in conformity with general professionally and technically accepted norms relevant to such assignments and which are to the entire satisfaction of TVNL

In the event of any deficiency in services, the Consultant shall promptly redo the same at no additional fees.

Within fifteen days of issue of the work of Award, the selected Consultant shall furnish a security deposit amounting to 10 percent (10%) of the Contract Price for the entire assignment period by way of Demand Draft or Bank Guarantee of any nationalized/ scheduled bank. No interest will be paid by the Nigam/Consultant on the security deposit.

14. RELEASE OF SECURITY DEPOSIT MONEY:

The Security Money would be released only after the expiry of one month from the date of expiry of complete assignment or completion of the same, whichever is later.

15. EARNEST MONEY DEPOSIT

The bidding company will be required to submit Earnest Money Deposit (EMD) of Rupees Seventy thousand (Rs.70,000) in the form of Demand Draft (D.D)/ Bank Guarantee (B.G) along with the Bid.

“Earnest Money Deposit offered shall be in the form of Demand Draft (D.D)/Bank Guarantee (B.G) from any **nationalized/ scheduled bank**, in favor of TVNL payable at Ranchi and Valid up to 120 (One hundred and twenty) days from the last date of bid submission or any extension in the bid submission date.

The EMD of the unsuccessful bidders shall be refunded, only on completion of the entire process of selection of successful bidder (Transaction Advisor).

On award of the work to the successful bidder, the EMD shall be refunded but only after submission of the Security Money in the form of Demand Draft or Bank Guarantee.

Tender, without Earnest Money shall not be considered. Offers shall be accompanied with the cost of tender document and earnest money deposit (EMD) of requisite value as specified above in a separate envelope failing which offers are liable for rejection. EMD may be furnished in form of Demand Draft/ Bank Guarantee from any Indian Nationalized Bank/ Schedule Commercial Bank in favour of “TENUGHAT VIDYUT NIGAM LIMITED” payable at Ranchi.

- 16.** The Earnest Money will be forfeited on revocation of tender before expiry of validity of the tender or on refusal to enter into the contract after the award is made by TVNL to the bidder.

17. Any Corrigendum/Addendum/Extension of bid opening date and cancellation of NIT will be published through our website www.tvnlonline.com only and not through newspaper. The bidders are requested to visit our website regularly for any addendum/corrigendum/extension till opening of NIT.
18. The due date of bid opening as mentioned in the tender will remain firm. However, in case of unforeseen circumstances or due to administrative reasons the bids are not opened on the due date, the same shall be opened on the next working day at the same time. In case the last date of submission of bids is declared as holiday, the bids received up to the time of closing of bids on the next working day shall be considered for opening.
19. TVNL reserves the right to reject any or all tenders or to distribute the job among the bidders without assigning any reason thereof.

20. PROCESS TIMELINES

Forms will be available for sale from 20th Oct 2015 to 10th Nov 2015 during office working hours on any working day at the office of TVNL at Ranchi and the TENDER will be received till 13th Nov 2015 up to 14:00 Hrs. The Tender's shall be opened on the same day at 16:00 hrs in presence of the bidder/s or their authorized representative/s who wish to be present at the time of opening.

The qualified bidders will be intimated through Telephone/ Fax/ E-mail.

ESE(P&S)

SUB: APPOINTMENT OF CONSULTANT FOR PROVIDING TRANSACTION ADVISORY SERVICES FOR SELECTION OF MINE DEVELOPER CUM OPERATOR (MDO) FOR RAJBAR E & D COAL BLOCK ALLOTTED TO TENUGHAT VIDYUT NIGAM LIMITED (TVNL)

S.N.	Particulars	Details to be furnished by the Bidder (Enclose separate sheets if required)	Flag No.	Page No.
1.	Name of the Bidder (Enclose Letter Head of firm)		I	
2.	Address of Bidder with Telephone, Fax, E-mail		II	
3.	Name of the Proprietor/ Head of the Firm and its key personnel with organizational chart giving details of qualification and experience etc.		III	
4.	Details of maintenance set up with resources like permanent employees (with designation & strength), tools & tackle and other equipment with capacities		IV	
5.	Name and Qualification of the site-in-charge		V	
6.	Work Experience of Bidder (Attach copy of work order of similar work and its successful completion certificate during last seven years as per S. N. 1. d. of QR)	Work Order No..... Dated..... Completion Certificate Dated..... Work Order No..... Dated..... Completion Certificate Dated..... Work Order No..... Dated..... Completion Certificate Dated.....	VI	
7.	Financial Credibility/ Capacity (Attach Bank Solvency Certificate)		VII	
8.	Average annual turnover of bidder during the last 03 financial years (Attach audited Balance Sheet & P/L Account for last three years ending 31 st March, 2015)	Average annual turnover of bidder during the last 03 (three) financial years Rs..... Annual Turnover FY 2014-15: Rs..... FY 2013-14: Rs..... FY 2012-13: Rs.....	VIII	
9.	Name & Designation of Authorized Signatory (Attach Power of Attorney if applicable)		IX	

10.	Nature of Firm (Proprietorship/Partnership /Pvt. Ltd./Public Sector) (Attach proof)		X	
11.	Permanent Account Number (PAN)(Attach proof)		XI	
12.	Service Tax Registration Number (Attach proof)		XII	
13.	Sales Tax/Value Added Tax Registration Number / TIN (Attach proof)		XIII	
14.	EPF. Code No. (Attach copy of registration)		XIV	
15.	Character Certificate of the Head of the Firm issued within last six month from due date of NIT. (Issued by the Officer not below the rank of Magistrate)		XV	
16.	Particulars of Earnest Money (DD No. /BG No. & Date)		XVI	
17.	Particulars of Cost of Tender Document(BOQ) (DD No. & Date)		XVII	
18.	Other details and remarks, if any		XVIII	

(Signature & Seal of Bidder)

**SUB: APPOINTMENT OF CONSULTANT FOR PROVIDING TRANSACTION ADVISORY SERVICES FOR SELECTION OF
MINE DEVELOPER CUM OPERATOR (MDO) FOR RAJBAR E & D COAL BLOCK ALLOTTED TO TENUGHAT VIDYUT
NIGAM LIMITED (TVNL)**

GENERAL TERMS & CONDITIONS

- 1. Validity of Offers:** The bid submitted by bidders should remain valid for a Period of 120 days from the date of opening of Part-I unless otherwise specified.
- 2. Late Receipt of the Tender:** Special attention of the bidder is invited about the receipt of the tender in time. Tenders received after the stipulated date and time due to any reason, whatsoever, shall not be considered. Bidders are requested to see that their bids are delivered in the office of TVNL before the prescribed date and time.
- 3. Inspection of Site:** Before quoting the rate, bidders are advised to visit the work site at their cost and get satisfied with scope of work for which rates are to be quoted. Work -in -charge may be consulted for any clarification regarding scope of work and terms of tender. Bidder should go through the terms and conditions and technical specification of work carefully and sign in all pages of the tender document.
- 4. Instruction to Bidder:**
 - a.** Bidders are advised to submit their bids strictly based on the scope of work, terms and conditions contained in the bid document and subsequent revisions/amendments, if any. The bid should be submitted along with covering letter.
 - b.** The bid shall be prepared and submitted by typing or printing in English on white paper in consecutively numbered pages duly signed by the authorized signatory with company seal affixed on each page. Any part of the bid, which is not specifically signed by the authorized signatory and not affixed with company seal, may not be considered for the purpose of evaluation.
 - c.** Copy of bid document, amendments/revisions to bid document if any, shall be signed and submitted along with the bid.
 - d.** Complete bid document including all enclosures should preferably be submitted in hard bond or spiral binding and all pages should be numbered and must be signed by the authorized signatory with seal of the company.
 - e.** The **Part-C (Price Bid)** should be sealed in an envelope super scribed with NIT No., "Part – C Price Bid", Name and address of the bidding firm, and should be addressed to ESE (P&S), Tenughat Vidyut Nigam Limited, Hinoo, Ranchi-834002. The rate to be quoted in price part (Part-C) shall be in figure and in words both. In case of difference in the rates quoted in figures and words, the amount in words shall prevail. The bidder must quote firm rates. Bid with variable rates shall be considered invalid.
 - f.** Complete tender or tenders not submitted as per requirement as indicated in the NIT are likely to be rejected.
 - g.** Bidders shall submit their offer strictly as per terms and conditions of the tender document without any deviation. If at any time any of the documents/information submitted by the bidder is found to be incorrect, false or untruthful, the bid and/or the resultant order may be summarily rejected/ cancelled at the risk of the bidder.
 - h.** Failure to furnish all information and documentary evidence as stipulated in the bid document or submission of an offer that is not substantially responsive to the bid document in all respects shall be summarily rejected.
 - i.** All bids will be received in duly sealed cover within the due date and time. Bids received after the due date and time is liable for outright rejection.

- 5. Paying Authority:** The Accounts Officer, TVNL, Ranchi will be the Paying Authority.
- 6. Work-in-Charge:** Concerned Electrical Executive Engineer will be the Work-in-Charge for this work. The works are to be executed as per direction of work-in-Charge. Anything not mentioned here in shall be decided by the work-in-Charge of the work and shall be binding on the contractor.
- 7. Period of Contract:** The period of contract shall be six month from the date as shall be mentioned in the work order.
- 8. Safety Measures:** If at any time during the continuance of the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, civil Commotion, Sabotage, Floods, Explosion, Epidemics, Fires or other acts of GOD, Strikes and Lockout (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and construction of work under this contract shall be resumed as soon practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.
- 9. Agreement:** The firm and his legally authorized representative having Power of Attorney will have to execute agreement with the ordering authority within 25days of issue of order in the event of placement of order on them. The agreement will have to be prepared on a non-judicial stamp paper of Rs.50/- only on Nigam's format. Bank Guarantee against security deposit as per order will have to be furnished well before execution of agreement. The contractor is required to produce all original paper and documents for verification before agreement failing which order will be cancelled. Payment against work will be made only after execution of agreement.
- 10. Jurisdiction of Court:** Any dispute between the Contractor and TVNL shall be settled in the civil court, at Ranchi, Jharkhand only.
- 11. Taxes:** All statutory taxes as applicable shall be deducted from each running bill of contractor.
- 12. Violation of Terms & Conditions of Tender:** All terms and conditions of tender shall form a part of the contract. If contractor fails to execute the work up to entire satisfaction of Engineer -in -Charge as per terms & conditions of tender, then the contract agreement can be terminated after one month prior notice and Security Deposit Money shall be forfeited.
- 13. Subletting:** The successful bidder will have to execute the work directly. No subletting will be allowed.
- 14. Competent Authority:** Managing Director TVNL reserves the right to extend the due date and to reject any/ all the tenders or to increase / reduce/ distribute the quantity of tender without assigning any reason thereof and not bound to accept the lowest tender or to assign any reason for the rejection of the lowest tender. During the execution of work in case of any dispute between the Engineer-in -Charge and contractor, the decision of Managing Director, TVNL will be final and binding.
- 15. Mobilization Time:** The successful bidder will be given maximum one month time from the date of LOI/Work Order for mobilization of resources, manpower and enter in to agreement and starting the work. The contractor failing to enter in to agreement and start the work within one month will lose the work order and earnest money/performance guarantee and work will be allotted to L2, L3.....bidder if they agree.

(Signature & Seal of Bidder)

ANNEXURE – A

SERVICE TAX CERTIFICATE

1. Certified that the transaction on which the Service Tax has been claimed has been/will be included in the return submitted/ to be submitted to the taxation authority for the assessment of Service Tax and amount claimed from TVNL has been/shall be paid to the excise & taxation authorities.
2. Certified that service on which Service Tax has been charged have not been exempted under State/Central Service Tax act or the rules made their under and charges on A/c of Service Tax on these service are correct under provision of relevant act or rules made their under.
3. Certified that we shall indemnify the 'TVNL' in case it is found at a later stage that wrong or incorrect payment had been made on A/c of Service Tax to be paid by us.
4. Certified that we are registered dealer under Central/State Service Tax Act and our registration No.....

This certificate has been rendered against Work Order No....., dated.....

Signature of the Contractor

Along with Stamp & Date.

Annexure – B

Details of assignments of similar nature successfully completed during last 07 (Seven) years.

1. Brief Description of Firm.
2. Outline of recent experience on assignment of similar nature.

Sl. No.	Name/Nature of assignment	Name of Client	Value of Assignment	Date of Commencement	Date of completion	Was Assignment successfully completed

1. Signature
2. Full Name
3. Designation
4. Address

Note: Please attach certificate from the client by way of documentary proof (issued by the officer of rank not below the rank of Superintending Officer or equivalent).

FORMAT FOR QUOTING THE FINANCIAL BID

Name of the Assignment: Selection of Transaction Advisor for Selection of Mine Developer cum Operator (MDO).

Name & Address of the bidder:

Sl. No.	Description of Scope of Work	Quoted Amount for the Coal Block (Including tours & travels, incidental expenses & other expenses but excluding Service Tax) Rs. In Figure & words
(1)	(2)	(3)
1.	Lump sum fee for whole scope of work defined in tender document at Clause No. 4	

Service Tax shall be paid to the successful bidder by TVNL as per prevailing rate.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE:

A BANK GUARANTEE)

Ref:

Bank Guarantee No:

Date:

To,

Tenughat Vidyut Nigam Limited

Hinoo, Doranda

Ranchi

Dear Sir,

In consideration of M/s. Tenughat Vidyut Nigam Limited having its Registered Office at Hinoo, Doranda, Ranchi:834002 hereinafter called "the Nigam" which expression shall unless repugnant to the subject context or meaning thereof includes its successors administrators and assigns (having agreed under the terms and conditions contained in letter no _____ dated _____ issued in favour of M/s _____ for (hereinafter referred to as "the contract" to accept the deed of guarantee as herein provided for Rs _____ from the Nationalized Bank as Earnest Money Deposit: to be made M/s _____ (hereinafter called "the Contractor") for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the _____ Bank (hereinafter referred to as the said Bank) having its Registered Office at _____ do hereby undertake and agreed to pay the Nigam to the extent of Rs. _____ on demand stating that the amount claimed by the Nigam is due and payable by the contractor for the reasons.

In accordance with your Tender Notice for undersigned specification no., dated....., M/s.(thereafter called the tenderer) we, the(the Bank) submit the said Bank Guarantee on the following terms & conditions: -

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

(i) Whereas to participate in the said tender for the following:

- a.
- b.
- c.

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs..... (Rupees.....) with respect to the tender with M/s. TENUGHAT VIDYUT NIGAM LIMITED (hereinafter referred to as 'Corporation') by a Bank Guarantee from a Nationalized/ Scheduled Bank irrevocable and operative till 06 (six) months after the validity of the offer (i.e.....month from the date of opening of tender) for the like amount which is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

(ii) We _____ Bank agree that the Nigam shall be the sole judge as to whether the said contractor has failed / neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

(iii) We the said Bank further agree that the Guarantee herewith contained shall remain in full force and effect up to _____ and any claim received after the said date shall in no case bind on the Bank.

(iv) The right of the Corporation to recover the said amount of Rs..... (Rupees.....) from us in manner aforesaid will not be precluded/affected even, if disputes have been raised by the said M/s.(Tenderer) and /or dispute or disputes are pending before any authority, office, tribunal and /or arbitrator (s) etc.

(v) We _____Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam, in writing.

(vi) The Bank has under its constitution, power to give this guarantee and Mr. Manager, who has signed it on behalf of the Bank, has authority to do so.

(vii) This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder /Contractor.

Dated, this _____ day of _____ 200 _____

Signature of the authorized person

For and on behalf of the Bank

Name:

Designation:

Place : _____

(With Bank's Rubber Stamp)

Attorney as per power of Attorney No:

Dated:

Witness

Signature:

Name:

Official address:

Under Jurisdiction of Ranchi Court only.

BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED BANK AUTHORISED BY RBI TO ISSUE: A BANK GUARANTEE)

Ref:

Bank Guarantee No:

Date:

To,

Tenughat Vidyut Nigam Limited

Hinoo, Doranda

Ranchi

Dear Sir,

In consideration of M/s. Tenughat Vidyut Nigam Limited having its Registered Office at Hinoo, Doranda, Ranchi:834002 hereinafter called "the Nigam" which expression shall unless repugnant to the subject context or meaning thereof includes its successors administrators and assigns (having agreed under the terms and conditions contained in letter no _____ dated _____ issued in favour of M/s _____ for (hereinafter referred to as "the contract" to accept the deed of guarantee as herein provided for Rs _____ from the Nationalized Bank as Security Deposit: to be made M/s _____ (hereinafter called "the Consultant") for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the _____ Bank (hereinafter referred to as the said Bank) having its Registered Office at _____ do hereby undertake and agreed to pay the Nigam to the extent of Rs. _____ on demand stating that the amount claimed by the Nigam is due and payable by the contractor for the reasons of failure/ negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the Nigam on demand without any demurrages to the extent aforesaid.

- (i) We _____ Bank agree that the Nigam shall be the sole judge as to whether the said contractor has failed / neglected in performing any of the

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)

- terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.
- (ii) We the said Bank further agree that the Guarantee herewith contained shall remain in full force and effect up to _____ and any claim received after the said date shall in no case bind on the Bank.
- (iii) We _____ Bank do hereby undertake to pay the amounts due and payable under the guarantee: without any demurrages, reservation, contest, recourse or protest or without any reference to the contractor merely on a demand from the Nigam stating that the amount claimed is due; by way of loss or damage caused to or would be caused to or suffered by the Nigam by reason of any breach by the said Bidder / Consultant of any terms or conditions contained in the said contract or by reason of the Bidder / Consultant's failure to the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Nigam has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Nigam and the Bidder/ Consultant regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
- (iv) We _____ Bank further agree that the guarantee herein contained shall come into force from the date here of and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Nigam under or by virtue of the said Contract have been fully paid and its claims satisfied or Nigam certifies that the terms and conditions of the said Consultant have been fully and properly carried out by the said Bidder / Consultant and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date to be given) _____ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
- (v) We Bank further agree with said Nigam that the Nigam shall have the fullest liberty without our consent and without affecting in any manner / agreement or to extend time of performance by the said Bidder (s) / Consultant (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Nigam against the said Bidder/ Consultant and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder, Consultant or for any forbearance,

act or omission on the part of the Nigam or any indulgence by the Company, to the said Bidder / Consultant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agnates that in case this guarantee is required for a longer period and it is not extended by the said Bidder / Consultant beyond the period specified above, the Bank shall pay to the Nigam the said sum of Rs. _____ (specify the amount or such lesser sum as may then be due to the Nigam and as the Nigam may demand.

- (vi) We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam, in writing.
- (vii) The Bank has under its constitution, power to give this guarantee and Mr. Manager, who has signed it on behalf of the Bank, has authority to do so.
- (viii) This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder / Consultant.

Dated, this _____ day of _____ 200 _____

Signature of the authorized person

For and on behalf of the Bank

Name:

Designation:

Place : _____

(With Bank's Rubber Stamp)

Attorney as per power of Attorney No:

Dated:

Witness

Signature:

Name:

Official address:

Under Jurisdiction of Ranchi Court only.

Tender for Selection of Consultant for providing Transaction Advisory Services for selection of Mine Developer cum Operator (MDO)