

Clarification no. 01 dated 30.12.2014

Tender no. MMTC/Steam Coal/14-15/APCPL/1227 date 1.12.2014

S.no.	Queries/Clarification	Reply
1	<p>Clause 24.0, Obligations of the successful bidder, para 3, page 11.</p> <p>As per the tender terms, cost if any charged by TRANSCHART in issuance of NOC and all implications for any delay or refusal in issuance of NOC shall be to the account of Successful Bidder.</p> <p>MMTC is buying & supplying imported coal to APCPL on FOR destination basis. The successful bidder is concerned with MMTC/APCPL only during the execution of contract. Issuance of NOC from TRANSCHART for import of coal is completely in purview of MMTC.</p>	As per bidding document
2	<p>Clause 3F, Technical Specification, page 27</p> <p>Kindly confirm that 30 days prior intimation shall be given to the seller before changing the delivery schedule and final destination.</p>	Kindly refer Clause 3D, technical Specification, page 27.
3	<p>Clause 5, Technical Specification , page 27</p> <p>There is contradiction in the terms and condition mentioned in the contract. As per the above clause for the payment purpose, lower of the prices worked out based on the CERC and ICI 3 . However as per Annexure A, Pricing methodology, for payment purpose, the price worked out bases on CERC or ICI 2 shall be considered i.e. for coal imported from Indonesia – ICI 3 and for coal imported from other countries- CERC methodology.</p>	Kindly refer amendment no.2 to the bidding document
4	<p>Clause 7, third para , Technical Specification , page 30</p> <p>The clause states that costs towards draft survey, coal sampling analysis and testing at various points i.e. load port and discharge port/transfer points shall be born by the successful bidder</p> <p>Clause 7, Sampling and Guidelines, page 5 of 18, volume III</p> <p>The clause states that coal samples at IGSTPP end shall be drawn from each rake/barge and prepared for analysis by IGSTPP or IIAN.</p> <p>Kindly delete transfer points & barges from above clauses.</p>	As per bidding document
5.	<p>Clause 7, Quality Inspection, page 6 of 18, volume III</p> <p>The clause 7 of technical Specification stipulates testing of TM and size by IGSTPP and supplier separately. The clause further provides for using referee samples in case of variation. These provisions are against the convention and standards of industry.</p> <p>i. Separate testing would invariably involve conflict.</p> <p>ii. Coal is a heterogeneous commodity which deteriorates over a period of time.</p> <p>iii. During the time period the moisture of the sample would decline</p>	Kindly refer amendment no.2 to bidding document



	<p>which when tested later would always reflect lower TM as compared to original TM and eventually add cost to the purchaser.</p> <p>iv. In addition to the above, over a period of time the coal sample would crumble and would reflect more percentage of fines when analyzed and ultimately cost the supplier in terms of penalty.</p> <p>It is therefore requested for joint testing of TM and Size in order to have consistency and transparency of the results as well as minimize disputes. The practice is also followed by NTPC.</p>	
6	<p>Clause 11.3, Technical Specifications , page 38</p> <p>The clause states that in case of diverted rakes, the claim amount will be credited to successful bidder on settlement and receipt of such claim amount from railways. This provision is not judicious and is against the current practice of lodging claim for such non delivered consignment which is actually delivered to IGSTPP power plant.</p> <p>Please note that in such case the claims are being lodged by MMTC/IGSTPP being the original consignee and the amount is to be settled between IGSTPP and concerned railways.</p> <p>The clause may be amended suitably considering the railway rules and the provisions of the Indian Railway Act.</p>	As per bidding document
7.	<p>Annexure S, Price Schedule form, page 71,72</p> <p>As per clause no. 20, page 10, the offers shall be evaluated on basic custom duty @ 2.5%. We request you to kindly mention this rate of 2.5% in price schedule form (Sr. No. F2) to avoid confusion, in case bidder quote different custom duty % in the column.</p> <p>Further, Sr. No. I, M due to typo error, MMTC mentioned "T" in place of "I". We request you to kindly correct the same.</p>	Tender document is clear that offers shall be evaluated on basic custom duty. However, for further clarification refer amendment no.2
8.	<p>Volume I – Clause 25, Notes Vii), Page 14</p> <p>“The Consortium Bidder shall provide, along with the bid, a Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.”</p> <p>Please clarify, as there is no format enclosed for Consortium Agreement in the tender document</p>	Kindly refer Attachment IC, IE,IF of amendment no.2 to bidding document
9.	<p>Volume I - Clause 25 B(i) & (ii), Page 12</p> <p>Kindly provide Format for providing details to prove satisfactory Financial criteria</p>	As per bidding document
10.	<p>Volume I - Clause 25 B(iii)(b), Page 13</p>	



	<p>“b. A certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company”.</p> <p>Please clarify, as there is no format provided for the CEO/CFO Certificate.</p>	Kindly refer Attachment IC, IE,IF of amendment no.2 to bidding document
11.	<p>Volume II-Clause 6.1, Page 20 Volume-III Clause 9, Page 35</p> <p>What is the expected time period for receiving payments from MMTC after submission of invoice?</p>	As per bidding document
12.	<p>Volume I -Clause 22, Page 11</p> <p>Is it possible to extend time period to furnish Performance Guarantee for successful bidder as even NTPC is giving 28 days from date of Notification of Award</p>	As per bidding document
13.	<p>Volume IV - Annexure-F, Page 55</p> <p>Is it possible to include National Bank of Fujairah and First Gulf Bank in list of Scheduled Foreign Banks from which Bank Guarantee for Performance Guarantee can be provided?</p>	As per bidding document
14.	<p>Volume I - Clause 6.9, Page 21</p> <p>“The shortfall/excess on account of such variation and the differences shall be settled through credit note or debit note of appropriate value on vessel to vessel basis or at the end of contract while remitting payment for the last shipment.”</p> <p>Could the shortfall/excess differences be settled on a Vessel to Vessel Basis only?</p>	As per bidding document



AMENDMENT NO.2 DATED 30th Dec. 2014

TO

TENDER NO. MMTC/Steam Coal/14-15/APCPL/1227 date 1.12.2014

S.n	Bid Doc/ Section Ref	
1	Clause 5, Vol-III, Technical Specification , page 27	<p>Instead of</p> <p>For the purpose of payment, the lower of the prices worked out based on the above two methodologies, i.e. A.1 (i) & A.1 (ii), shall be considered. Further, the indices as on base date are to be quoted upfront, along with the name of the Indices & details of publication, for both the methodologies above.</p> <p>Read as</p> <p>For the purpose of payment, the price worked out based on the above two methodologies, as applicable as per A.1 (i) OR A.1 (ii) shall be considered.</p>
2	Clause 7, Quality Inspection, page 31, Vol-III	<p>Instead of</p> <p>Also out of coal sample which has been reduced to 4-5 Kg as above prepare three (3) samples of Coal of adequate quantity without grinding and distribute as follows:</p> <ul style="list-style-type: none">a. 1st sample - IGSTPP Sample for IGSTPP or IIA_N for analysis at their end for determination of Total moisture and Size.b. 2nd sample -Sample to Successful Bidder for testing at his end for determination of Total moisture and Size - this Sample should be taken by Successful Bidder through material exit gate pass from the plant.c. 3rd sample - Referee Sample for determination of Total moisture and Size. Such Referee Sample shall be kept under joint lock and joint custody of Successful Bidder and IGSTPP, to be used for future reference and/or testing. <p>For determining the Total Moisture and Size, IGSTPP or IIAN shall undertake analysis at their Laboratory immediately on receipt of imported coal. In case the analysis for Total Moisture and Size is not carried out immediately, such sample(s) shall be kept under joint lock and joint custody of IGSTPP and Successful Bidder in IGSTPP Lab till determination of Total Moisture & Size.</p> <p>Successful Bidder shall analyze his coal sample for Total Moisture and Size, at the laboratory (ies) as may be identified by him.</p> <p>Read as</p> <p>Also out of coal sample which has been reduced to 4-5 Kg as above prepare one (1) sample of coal of adequate quantity without grinding for determination of Total Moisture and Size.</p>



		<p>For determining the Total Moisture and Size, APCPL shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by APCPL at its Laboratory shall be carried out by IGSTPP Chemist in presence of Head of Project (HOP) nominated officer and can be witnessed by Successful Bidder or his representative. If Successful Bidder wants to take the help of a testing agency for witnessing the analysis of Total Moisture and Size then he can take the help of agency as per List of Agencies for Discharge Port/Transfer Point as enclosed at Annexure W1 of Vol-IV.</p> <p>The test certificate of Total Moisture and Size shall be signed by IGSTPP Chemist, HOP nominated officer and Successful Bidder or his representative, immediately after its preparation. In case the Successful Bidder is not getting involved, while analysing for Total Moisture and Size by APCPL at its Laboratory, the analysis of Total Moisture and Size should be continued and in such cases the Total Moisture and Size as determined by APCPL at its Laboratory shall be binding on the Successful Bidder. No dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. APCPL Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond APCPL Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of APCPL and Successful Bidder in IGSTPP Lab till determination of Total Moisture & Size. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.</p>
3	<p>Clause 7, Quality Inspection, page 32, Vol-III</p>	<p>Instead of</p> <p>iii) For corrections on quality variations:</p> <p>For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of IGSTPP or IIA_N shall be considered and in case of any dispute, test results of referee sample, if admissible, shall be considered.</p> <p>Read as</p> <p>iii) For correction on quality variations:</p> <p>For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of IGSTPP or IIA_N shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered. For Total Moisture and Size since the analysis carried out at APCPL Laboratory by IGSTPP Chemist and is witnessed by HOP nominated officer and Successful Bidder or his representative and the test certificate is signed by IGSTPP Chemist, HOP nominated officer and Successful bidder or his representative, such analysis and test report shall be binding on Successful Bidder.</p>
4	<p>Annexure – A, Vol. IV (Pg.46, 47 & 48)</p>	<ul style="list-style-type: none"> • Clause 28.1.1, Pg.46 -- Sl.No. 3.0 to be read as Sl. No. 30.0 • Clause 28.1.2, Pg.46 -- Sl.No. 4.0 to be read as Sl. No. 31.0 • Clause 30.3, Pg.47 & 48 -- Clause 3.1 and 3.2 to be read as Clause 30.1 and 30.2, respectively. • Clause 32.0, Pg.48 -- Sl.No. 3.0 and Sl. No. 4 to be read as Sl. No. 30.0 and Sl. No. 31.0, respectively.
5	<p>Annexure S, Price Schedule</p>	<p>The Annexure-S, Price Schedule, is revised and annexed as 'Revised Annexure-S'</p>



	form, 71,72	page	
6	Vol IV		ATTACHMENT - IC, IE, IF , page 86 to 92 are appended at the end of Vol-IV of tender documents.

ALL OTHER TERMS AND CONDITIONS OF THE TENDER REMAINS THE SAME.

THIS AMENDMENT BECOMES AN INTEGRAL PART OF THE TENDER NO. MMTc/Steam
Coal/14-15/APCPL/1227 date 1.12.2014



REVISED ANNEXURE- S

ENQ.NO. MPMC/Steam Coal/14-15/APCPL/1227

dated _____

PRICE SCHEDULE FORM

Bidder's Name and Address: _____

PACKAGE: "PROCUREMENT OF 1.00 MMT (+/- 10%) OF IMPORTED COAL FOR IGSTPP, JHAJJAR"

S.n.	Particulars	Currency	IGSTPP
X	Quoted Quantity in MT		10,00,000 MT
I.	Variable Components-Supply Portion		
A	FOB Price (PMT)	USD	
B	Ocean Freight (PMT)	USD	(In figure) (In words)
C	C&F Price (PMT) (Component of FOB price at row A + Ocean Freight at row B)	USD	
D	Marine Insurance Charges (PMT)	USD	(In figure) (In words)
E1	CIF Price (PMT) (C+D)	USD	
E1A	CIF Price for Indicative qty mentioned at row 'X' above 'E1A'='E1' * 'X'	USD	
E1B	Total of CIF Price 'E1B'='E1A'(1)+'E1A'(2)	USD	
E2	CIF Price (PMT) (E2=E1*exchange rate)	INR	
E3	Total CIF price for indicative quantity mentioned at row 'X' 'E3'='E2' * 'X'	INR	
F	CUSTOMS DUTY	INR	
F1	Custom Assessable Value 'F1'=101% of 'E2'	INR	
F2	Rate of Basic Customs Duty	Rate (%)	2.5
F3	Total Basic Customs Duty (PMT)	INR	
F4	Counter Veiling Duty (CVD) (PMT)	INR	

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TENDER NO. MPMC/ Steam Coal/14-15/APCPL/1227 Dated- 01.12.2014

F5	Clean Energy Cess (CEC)(PMT	INR	
F6	Customs Educational Cess on Basic Customs Duty, CVD and CEC (PMT)	INR	
F7	Customs Secondary & Higher Educational Cess on Basic Customs Duty, DVC and CEC (PMT)	INR	
F8	Total Customs Duty (PMT) 'F8' =(F3 + F4 + F5 + F6 + F7)	INR	
II	Fixed Components- Service Portion	INR	
G	Total Port Charges(including port charges, stamp duty, Wharfage, Pollution Cess, Terminal Charges, Wagon Haulage charges, Siding Charges, etc). Total Handling charges (including Stevedoring & Handling charge, Cleaning & forwarding charges etc) and Insurance including third party Insurance (PMT) [excluding service tax)	INR	(In figure) (In words)
H	Service Tax on 'G' above	INR	(In figure) (In words)
I	Sub Total of Port & Inland Handling Charges (PMT) ('I'='G'+ 'H')	INR	
III	TRANSPORTATION		
K	Railway Freight (PMT) Excluding Service Tax	INR	(In figure) (In words)
K1	Service Tax on Railway Freight, if any	INR	(In figure) (In words)
K2	Trip Charges, if any(PMT) excluding Service Tax	INR	(In figure) (In words)
K3	Service Tax on Trip Charges, if any	INR	(In figure) (In words)
L	Subtotal of Railway freight with trip charges(PMT) ('L'='K'+ 'K1'+ 'K2'+ 'K3')	INR	
M	Port & Inland Handling Charges, Railway Freight & Total Customs Duty {including CVD & Cess} in INR ('M' ='F8'+ 'I'+ 'L')	INR	
N	Port & Inland Handling Charges , railway freight & total Customs Duty {including	INR	



	DVC & Cess} for total indicative Quantity(in INR) 'N'='M'*'X'		
O	Total Landed coal price including port & inland handling , railway freight & total customs duty (including CVD & CEss) for indicative qty 'O' = E3+N	INR	

1. Validity of the Offer to remain **120 days** from the date of submission of Technical Bid.
2. The prices are to be quoted as per format above. However the same shall be evaluated as elaborated in the tender documents.
3. MMTC will intimate through their website / government tender website the indices to be considered i.e. index as on preceding Friday with respect to the bid closing date.
4. Payment shall be made as per the price methodology detailed in Annexure A.
5. For evaluation purpose, Prices offered by the bidders shall be evaluated on basic custom duty @ 2.5%.However, Custom Duty reimbursement shall be done as per clause 4.2, Vol-II of bidding document.
6. Bidders may please note that any type of concessions in Customs Duty, if become applicable during the contractual period/already applicable before the contractual period, Successful bidder shall be responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty and such benefit shall be passed on to MMTC/APCPL, irrespective of the fact that whether the Successful bidder has considered the same in his bid or not and in case of failure to receive such benefit, the Successful bidder shall bear the liability of differential amount for not availing such benefits.

(Name & Signature of Authorised Signatory)

Date :
Place:

 

(On Non-Judicial Stamp Paper of Appropriate Value)
FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S.....

AND

M/S.....

AND

M/S..... (STRIKE OFF IF NOT APPLICABLE)

FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR

[PACKAGE NAME]

BIDDING DOCUMENT NO. [.....]

THIS Consortium Agreement executed on this..... day of Two thousand between M/s..... a Company incorporated under the law of and having its Registered Office at (hereinafter called the "Partner-1," which expression shall include its successors, executors and permitted assigns) and M/s a company incorporated under the laws ofand having its Registered Office at (hereinafter called the "Partner-2", which expression shall include its successors, administrators, executors and permitted assigns) and M/s a company incorporated under the laws ofand having its Registered Office at (hereinafter called the "Partner-3", which expression shall include its successors, administrators, executors and permitted assigns) (STRIKE OFF IF NOT APPLICABLE) for the purpose of making a bid and entering into the Contract (in case of award) against Bidding Document No[.....] for '[Name of the PACKAGE]' of incorporated under the Company Act, 1956, and having its Registered Office at (hereinafter called the "Owner").

WHEREAS, the Owner invited Bids for '[Name of the PACKAGE]' vide its Bidding Document No. [.....]

AND WHEREAS Qualifying Requirements (QR) stipulated in the Bidding Documents stipulates that the bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated in the Bidding Documents collectively. The Consortium shall also necessarily identify one of the partners as Lead Partner. The Qualifying Requirement further stipulates that in this case, the bidder shall provide along with the bid, a Consortium Agreement as per this format in which the partners in the Consortium are jointly and severally liable to the Owner to perform all contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

A handwritten signature in black ink is written over a circular blue stamp. The stamp contains the text "M.T.C. LTD." in the center, "New Delhi" at the bottom, and "M.T.C. LTD. * New Delhi * India" around the perimeter.

AND WHEREAS M/S.....(Partner-1: Lead partner of Consortium*) meeting on its own at least 51% of one of the Technical Criteria and at least 51% of Financial Criteria mentioned except for the Net worth criteria of Bidding Documents and M/S(Partner-2 of Consortium) meeting at least 25% of Technical Criteria Requirement or at least 25% of the Financial Criteria Requirement except for the Net worth criteria of Bidding Documents and M/S(Partner-3 of Consortium) (**STRIKE OFF IF NOT APPLICABLE**) meeting at least 25% of Technical Criteria Requirement or at least 25% of the Financial Criteria Requirement except for the Net worth criteria of Bidding Documents, collectively meets the Qualifying Requirements stipulated in Bidding Documents.

Further, the Net worth of each consortium partners as on last date of the Financial Year immediately preceding the last date of Techno-Commercial bid opening are not less than 100% of its paid up share capital as per criteria of Bidding Documents.

* We undertake that the (i) lead partner meets on its own at least 51% of each of the Technical criteria (ii) Lead partner of Consortium meets on its own, at least 51% of only one of the Technical Criteria, and one partner other than lead partner meets at least 51 % of the remaining Technical Criteria requirement.

* strike-off (i) or (ii) whichever is not applicable.

AND WHEREAS the bid has been submitted to the Owner vide proposal no dated based on Consortium Agreement being these presents and the bid in accordance with requirement of Qualifying Requirements have been signed jointly by all the partners and submitted to Owner.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. That in consideration of the Award of the Contract by the Owner to the Consortium, we the partners to the Consortium Agreement do hereby agree that Partner-1 (M/s.....), shall act as the Lead Partner for self and formed on behalf of Partner-2 and partner-3 (*strike off if not applicable*), and further declare and confirm that we shall be jointly and severally be bound unto the Owner for the execution of the contract in accordance with the Contract Terms and shall be jointly and severally liable to the Owner to perform all the Technical and Contractual obligations.

Further, the Lead Partner is authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium and the entire execution of the Contract shall be done exclusively with the Lead Partner.

- 1.1 We, the partners of the Consortium confirm that in case of award of Contract we shall execute the work for which we have experience for performing all the contractual obligations collectively under the Contract.



1.2 In case of any breach of the said Contract by any of the partner(s) of the Consortium Agreement, the other partner(s) hereby agree to be fully responsible for the successful performance of the Contract in accordance with the terms of the Contract.

2. Notwithstanding anything contained herein, the other partners do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract and undertake to carry out all the obligations and responsibilities under this Consortium Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, if the Owner sustains any loss or damage on account of any breach of the contract, we the Consortium partners jointly and severally undertake to promptly indemnify, and pay such loss/damages, caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Owner against the Lead Partner under the contract and / or guarantees. It shall not be necessary or obligatory for the Owner to proceed against the Partner-1 to these presents before proceeding against the Partner-2 and Partner-3., if any.

We also confirm that any extension of time or relaxation given by the Owner to us shall not prejudice any rights of the Owner under this Consortium Agreement to proceed against us.

3. The financial liability of the partners of the Consortium Agreement, to the Owner with respect to any and all claims arising out of the performance or non performance of the Contract shall, however, be not limited in any way so as to restrict or limit the liabilities of any of the partner.

4. In case of an award of Contract we the partners to the Consortium Agreement do hereby agree that we shall furnish the Contract Performance Guarantee from a Bank in favour of Owner for a value as stipulated under the Contract and this shall be in the name of all partners of the Consortium.

5. It is expressly understood and agreed between the partners to this Agreement that the responsibilities and obligations of each of the partners shall be delineated in Appendix-1 to this Agreement. It is further agreed by the partners that the above sharing of responsibility and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under the contract.

6. We, the Consortium partners agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable till the successful completion of Contract and till the Employer discharges it. We further, agree that this Agreement shall be without any prejudice to the various liabilities of the Consortium partners as well as other obligations of Consortium partners in terms of the Contract.



7. The Consortium partners will be fully responsible for the quality of all the works and timely execution thereof to the meet the completion schedule under the Contract.

8. This agreement shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.

9. That this Agreement shall be operative from effective date of the Contract.

IN WITNESS WHEREOF, the Consortium partners through their authorised representatives executed these present and affixed common seal company on the day, month and year first mentioned above.

Witness:

Common Seal of M/s.....
..... has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....
Designation.....

For M/s
(Consortium Partner-1)
(Signature of the Authorized
representative)
Name.....
Designation.....
Common Seal of the Company

Common Seal of M/s.....
..... has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....
Designation.....

For M/s
(Consortium Partner-2)
(Signature of the Authorized
representative)
Name.....
Designation.....
Common Seal of the Company

Common Seal of M/s.....
..... has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....
Designation.....

For M/s
(Consortium Partner-3)
(Signature of the Authorized
representative)
Name.....
Designation.....
Common Seal of the Company



PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[TO BE EXECUTED BY THE HOLDING COMPANY SUPPORTED BY BOARD RESOLUTION AND SUBMITTED BY THE BIDDER ALONG WITH THE BID, IN CASE FINANCIAL SUPPORT IS BEING EXTENDED BY THE HOLDING COMPANY TO THE BIDDER FOR MEETING THE STIPULATED FINANCIAL QUALIFYING REQUIREMENT AS PER BIDDING DOCUMENTS]

Ref. :

Date:

To

Owners name and address

Dear Sir,

We, M/s..... declare that we are the holding company of M/s..... (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) and have controlling interest therein.

M/s..... (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) proposes to submit the bid for the package..... (Name of the package) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Bidding Documents.

We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder/ consortium), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder.

This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Owner. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Note: *Strike off whichever is not applicable.

The Bidder/Consortium may enclose additional sheets of the above format, if required.

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TENDER NO. MMTc/ Steam Coal/14-15/APCPL/1227 Dated- 01.12.2014



Yours faithfully,
(Signature of Authorised Signatory on
behalf of the Holding Company)

Place :
Date:

Name & Designation.....
Name of the Holding Company.....
Seal of the Holding Company.....



PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(To be executed by the Treasury Centre and Submitted by the Bidder alongwith the Bid, in case financial support is being extended by the Treasury Centre to the Bidder for meeting the stipulated Financial Qualifying Requirement as per the Bidding documents)

Ref. :

Date:

To,
Owners name and address

Dear Sirs,

We, M/s..... (Name of the Treasury Centre) declare that we are the Treasury Centre of M/s (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) M/s. (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) proposes to submit the bid for the package (Name of the Package) under bid reference no. dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per the bidding document.

We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s. (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s. (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by the Owner.

We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Note: *Strike off whichever is not applicable.

The Bidder/Consortium may enclose additional sheets of the above format, if required.

Yours faithfully
(Signature of Authorised Signatory
on behalf of the Treasury Centre)
(Name & Designation)
(Name of the Treasury Centre)
(Seal of the Treasury Centre)

Witness:

(1)

(2)

