**CORRIGENDUM 1**
**INVITATION TO BID (ITB)**

**TERMS AND CONDITIONS FOR SUPPLY OF LCV, MCV, HCV COAL ON FOB BASIS**

**Tender Ref. No. Tender / Trombay/ Coal/ 03/ 26-27**

THE TATA POWER COMPANY LIMITED, invites offer for the supply of Four (4) firm and Two (2) optional Geared Supramax size shipments of Low CV 4200 GAR, Mid CV 4800 GAR and High CV 5800 GAR Coal (shipment volume of 60,000 MT +/-10%) from Indonesia on FOB basis for Trombay Thermal Power Station.

**BID terms and condition:**

**Seller:** ______________________________

**Buyer:** The Tata Power Company Limited

**Tenure:** From September 2026 to December 2026

**Quantity:** No. of Shipments: Four (4) Firm + Two (2) Optional (at Buyer's Option)
Quantity of Coal 5 x 60,000 MT (+/-10%) for loading laycan distribution as below.

| | |
|---|---|
| Sep' 2026: | One (1) firm Low CV 4200 GAR shipment of 60,000 MT +/-10% volume |
| Oct' 2026: | One (1) firm Low CV 4200 GAR shipment of 60,000 MT +/-10% volume |
| Nov' 2026: | One (1) firm shipment and One (1) Optional shipment of 60,000 MT +/-10% volume for either Low CV 4200 GAR coal or Mid CV 4800 GAR coal or High CV 5800 GAR coal |
| Dec' 2026: | One (1) firm and One (1) Optional Low CV 4200 GAR shipment of 60,000 MT +/-10% volume |

**NOTE:** The selection of coal, whether Low CV, Mid CV, or High CV, shall be at the sole discretion of Tata Power, based on the requirement of the Trombay plant, following the completion of the bidding process.

**Coal Spec:** Low CV: 4200 GAR
Mid CV: 4800 GAR
High CV: 5800 GAR
Detail parameters of coal is mentioned in the Coal Specification table.

**FOB Price:** Bidder is requested to quote **Four weeks average of relevant ICI Index liked pricing for the coal only.**

The Base Price for the quantity of Coal for each shipment shall be linked to Average of relevant ICI index for the **last 4 weeks prior to 1$^{st}$ day of the agreed laycan**. Bidder will quote a discount or premium of USD YYY / MT on FOB (Trimmed) basis offered CV in kcal/kg (gross calorific value) on as received basis at the Load Point (the "Base Price").

Base Price = Average of relevant ICI index (for last 4 weeks prior to 1st day of agreed laycan) prorate to the offered CV +/- USD YYY / MT

Where ICI (Indonesian Coal Index) is the weekly ICI Index published by Argus Coal Daily International/ PT Coalindo Energy weekly Panel System on Friday of each week.

In the event, first day of Laycan falls on Friday, then the ICI index for previous four Fridays will be taken for arriving price.

**Freight:** Freight shall be arranged by Buyer,

**Vessel Size:** Geared Supramax Size vessel of 60,000 MT ± 10% shall be considered for the non-monsoon period. For monsoon season shipments, vessel shall be loaded maximum to 50,000 MT ± 10% as per the draft restrictions applicable for the Mumbai Port. The destination port shall be Mumbai.

**Payment Terms:** 180 days Usance LC only

**Shipment laycan:** 7 Days laycan spread for each shipment.

**Loading rate:** The base loading rate shall be considered as 12,000 TPD (If Bidder is quoting loading rate other than 12,000 TPD, then FOB price shall be loaded / discounted accordingly for a fair competitive bid evaluation).

Further Loading rate of 10,000 to 12,000 TPD is also acceptable with applicable loading on FOB Price. Bidders to note that loading rate less than 10,000 TPD is not acceptable & such bids are liable for rejection.

**EOI Submission Date:** 13th July 2026 till 17:00 Hrs. (IST)

**Bid Submission Date:** 28th July 2026 till 17.00 Hrs. (IST)

**Bid Validity:** 21st August 2026 till 17:00 Hrs. (IST)

**NOTE:** **EOI to be submitted with recent COA of the offered coal along with Ash analysis, Mine name and Typical parameters specs sheet with Rejection limits for vital parameters like GCV, Ash, Total Moisture, Sulphur etc.** (mandatory for EOI submission)

**Pre-Qualification Req:** The bidder shall fulfill the following criteria's and submit relevant supporting documents along with the Bid for each of the following:

**A. Technical:**

**1. Quality Parameters:** The bidder shall supply coal from a specified mine from Indonesia. The offered coal shall meet all quality parameters mentioned in below Coal Specification Range.

**2. Production/Operational Capability**:

I. The bidder shall quote for coal supplies of minimum of one (1) shipment of 60,000 MT +/-10% volume for **September – December'26** month.

In addition to the above (i.e. Sr. No. A - 1 and 2 of Pre-qualification requirement), the bidder shall satisfy the following criteria:

a. If the interested bidder is **Miner**, then the bidder should have:

i. Coal producing mine meeting the coal specification requirement as per Coal specification range.

ii. Country specific relevant mining license should remain valid during the entire contract agreement period.

iii. Coal production for the last five years, from the proposed mine, of equal or more than average of 1.0 Million MT of coal

b. If the interested bidder is **Trader/ Marketing company/ Equity holding company** in Coal Mining Company, then the bidder should have:

i. Valid Off-take Agreements / MoU's with the mining companies, satisfying the above-mentioned conditions in Sr. No. A. 2 of Pre-qualification requirement.

**3. Logistics Capability:** The interested bidder should be capable of supplying at least two (2) Supramax volume shipments of each 50,000 MT +/-10% in a month for such coal.

**B. Financial**

The bidder shall have adequate financial resources to execute the proposed contract concurrently along with their other commitments and shall meet the following conditions:

1. The bidder shall have during the last three financial years an Average Annual Turn Over of not less than USD 10 Million or its equivalent in any other currency.

2. The bidder shall have the positive Net worth i.e. The Net Worth of the bidder as on the last day of the preceding financial year should be at least equal to or more than the paid-up share capital.

3. The bidder should submit audited copies of their profit and loss account (P&L) and Balance sheet for the last three preceding financial years along with the Bid. **In cases,** where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant or Audit firms shall also be considered acceptable.

*Notes for Financial Requirements:*

- Net Worth means the sum total of the paid-up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves & Surplus.

- Other income shall not be considered for arriving at annual turnover.

**Coal Specification**:

A. Low CV coal:

| | Unit | Basis | Typical | Rejection Limits |
|---|---|---|---|---|
| Total Moisture | % | ARB | 35 | > 37 |
| Air Dried Moisture | % | ADB | 15 | - |
| Ash | % | ADB | 3 | > 5 |
| Total Sulphur | % | ADB | 0.25 | > 0.6 |
| Volatile Matter | % | ADB | | - |
| Fixed carbon | % | ADB | By diff | - |
| Calorific Value | Kcal/kg | GAR | 4200 | <4000 |
| HGI | - | - | 55-60 | - |
| Size 0-50mm | % | | 98 | |
| -2 mm | % | | 20% Max | |

B. Mid-CV coal:

| | Unit | Basis | Typical | Rejection Limits |
|---|---|---|---|---|
| Total Moisture | % | ARB | 28 | > 30 |
| Air Dried Moisture | % | ADB | 13 | - |
| Ash | % | ADB | 4 | > 6 |
| Total Sulphur | % | ADB | 0.30 | > 0.5 |
| Volatile Matter | % | ADB | | - |
| Fixed carbon | % | ADB | By diff | - |
| Calorific Value | Kcal/kg | GAR | 4800 | <4600 |
| HGI | - | - | 55-60 | - |
| Size 0-50mm | % | | 98 | |
| -2 mm | % | | 20% Max | |

C. High CV coal:

| Parameter | Unit | Basis | Typical | Rejection limits |
|---|---|---|---|---|
| Total Moisture | % | ARB | 18.00 | > 21.00 |
| Inherent Moisture | % | ADB | 5-8 | |
| Ash | % | ADB | 8.00 | > 14.00 |
| Volatile Matter | % | ADB | 40 | - |
| Fixed Carbon | % | ADB | By difference | - |
| Total Sulphur | % | ADB | 0.4 – 0.5 | > 0.65 |
| Gross Calorific Value | Kcal/kg | ARB | 5800 | < 5600 |
| HGI | | | 55-60 | |
| AFT (IDT) | DegC | | 1150 | - |
| Size (0 -50mm) | % | | 98 | - |

| | | | | |
|---|---|---|---|---|
| - 2mm | % | | 20% Max | |

- Size: (-) minus 50 mm.
- Fines should not be more than 5-7%
- No foreign Material (stones, Metal and Non- Metal), no oversized coal shall be allowed.
- Considering Trombay requirement, coal sizing limitation of 0-50 mm is 98%, Seller shall ensure proper screening of coal at load port prior loading into the vessel to avoid contamination/ foreign material/ large size stones etc. Seller shall be responsible for Demurrage/ interruption at discharge port on account of unloading equipment failure due to contamination/ foreign material/ large size stones etc. with supplied coal. In any such event, the buyer shall have rights to recover the cost for any kind of equipment damages / demurrages etc. from seller.
- In case of offers received with deviations from the typical specifications table provided in the Invitation to Bid (ITB), acceptance to offered Certificate of Analysis (COA) /technical specifications shall remain at the Trombay's discretion.

**Tender Timeline:** Interested parties meeting the "Pre-Qualification Requirements" specified in this document can request tender document and participate in the bidding process by submitting the Expression of Interest (EOI) to the contact details mentioned below not later than deadline specified below. Request for Bid Document / EOI will not be entertained beyond this deadline.

**Expression of Interest are to be e-mailed only to the below email address and not to any other official in Tata Power:**

**To: skmallick@tatapower.com**
**With copies to:**
**schandolkar@tatapower.com and yogendra.butola@tatapower.com**

**Deadline for submission of EOI: 13th July 2026, COB**

***NOTE: EOI are to be e-mailed with recent COA (Certificate of Analysis) for the offered coal and Typical specification with rejection limits for the vital parameters like GCV, Ash, Sulphur, Moisture and Size analysis and the Mine name.***

Detailed Bid Document (also referred as RFQ) shall be issued through Tata Power e-tender portal (Ariba System) only to the parties submitting a valid EOI as per terms mentioned in this document.

**Bid Evaluation:** Bids shall be evaluated on lowest Landed Energy Price (INR/Mkcal), low S content coal and month wise availability as per Trombay requirement shall be prioritized based on requirement.

***NOTE: All contracted supplies shall be subject to these terms and conditions except where changes are expressly agreed in writing. Also, these terms and conditions shall be read together with the attached 'AGREEMENT FOR SALE AND PURCHASE OF COAL'. Wherever there is a***

***conflict, the provisions herein shall prevail over 'AGREEMENT FOR SALE AND PURCHASE OF COAL' to the extent of the conflict. Rest of the provisions shall remain valid and applicable.***

**General Instructions to Bidders:**

1) The bid invitation is issued in the name of Bidder and is non-transferable.
2) Bidder shall acknowledge the receipt of the tender within one working day from the Date of issue of this Invitation to Bid.
3) Bidders shall review the entire Bidding document and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality.
4) Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
5) Technical acceptance by the User Division will be the basis for shortlisting for further techno-commercial evaluation.
6) Tata Power reserves the right to accept or reject any or all bids or cancel/ withdraw the enquiry without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
7) Any time prior to the deadline for submission of Bid, Tata Power may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the enquiry has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, Tata Power may, at its discretion, extend the deadline set for submission of the Bid.
8) Tata Power will not be liable for any expenses whatsoever incurred by the Bidder for the preparation and submission of bids.
9) Bidders are advised to send their bid well in time on or before bid submission date and time. Offers received after the due date and time of submission of bids may not be accepted and are liable for rejection.
10) The buyer does not bind himself to accept the lowest or any of the offers and has the right to reject any or all offers without assigning any reason. The buyer also reserves the right to award the contract to one or more parties either for full quantity or part thereof. It is deemed to be accepted that you agree to our confidentiality clause (As mentioned below) of the enquiry document by receipt of our enquiry.

Post technical qualification, upon issuance of RFQ documents, Bidders are requested to submit their bids on or before 13$^{th}$ July 2026 by 17:00 hrs. (IST) (‘Due Date’) through Tata Power e-Tendering portal “Ariba”. The bid must be kept valid for our acceptance till 17:00 Hrs. (Indian time) on 21$^{st}$ August 2026. In exceptional circumstances Tata Power may solicit the bidders’ consent to an extension of the period of validity. Tata Power will not entertain requests for extension of Bid Submission Due Date/time for any reasons whatsoever. Any offers received in any other form / physical late bid submission beyond the Bid Submission Due Date may not be accepted and are liable for rejection. Tata Power shall in no way be responsible for late receipt of bids.

**<u>CONFIDENTIALITY CLAUSE</u>**:

Each Party shall treat all information received from the other Party relating to the transaction contemplated herein as confidential and proprietary (the "Confidential Information") and shall not disclose any Confidential Information to any third party, other than to any Governmental Instrumentality as required by law or in judicial proceedings or to advisors, lenders or investors (or prospective lenders or investors) and consultants to or affiliates (or their employees) or employees of the Parties, who are in each case bound by the same terms of confidentiality or by a duty not to disclose to unauthorized parties, except for such Confidential Information as may be publicly available other than as a result of a breach of this Article or as may be required to be disclosed by process of law.