



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: EOI/39/CM/TSPL/2014-15/COAL BENEFICIATION**

**Bidding Document and Technical Specifications for  
Beneficiation of RAW Coal and Supply of beneficiated coal**

**To**

**Talwandi Sabo Power Limited, Mansa, Punjab**

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**VOLUME -I  
INSTRUCTION TO BIDDERS**

## 1. INTRODUCTION

Talwandi Sabo Power Limited ("hereinafter referred to as TSPL/Owner"), a Vedanta Group company, setting up one of Punjab's largest green-field Thermal Power Project.

TSPL invites bids from reputed suppliers for beneficiation of 4.5 Million MT per annum of RAW (herein after referred as "Run of Mine") coal and supply of beneficiated coal(washed coal) to Talwandi Sabo Power Limited, Mansa on terms & conditions specified in this tender specifications.

## 2. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by TSPL and TSPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

TSPL reserves all right to reject any or all bids, wholly or partially, extend the date of submission of bids and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of Contract, and in such case no Bidder /intending Bidder(s) shall raise any claim arising out of such action.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have thorough understanding of the applicable requirements for performing services as defined in the scope of work.

TSPL Reserves all rights to ask any kind of clarifications from bidders till opening of price bid.

## 3. BID SUBMISSION AND OPENING PROCEDURE

The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as Part-I (Earnest Money), Part-II (Technical/Commercial Bid) and Part-III (Price Bid). All the three envelopes will be further enclosed in a large envelope mentioning Tender Specification No.

All Communication, correspondence in relation to this tender specification should be addressed to: Head-Commercial,

TALWANDI SABO POWER LIMITED

Village:Banwala, Mansa-Talwandi Sabo Road,

District: - Mansa, Punjab-151302

Phone: -01659-248000

The following procedure shall be followed for opening of tenders.

- (a) **Part-I Earnest Money:** The first part consists of Earnest Money Deposit in the form of demand draft/BG/RTGS in favour of "Talwandi Sabo Power Limited" will be opened first.
- (b) **Part-II Technical/Commercial bids:** The second part will consist of technical specification, schedule of deliveries and all other terms and conditions except prices. All

commercial terms and conditions including discount if any, rates of Excise duty, CST, VAT, Punjab Sales Tax, service tax (if payable) and Entry Tax etc. shall be specified in the Part-II of the bid, so that any ambiguities relating to General Terms & Conditions Technical details and commercial terms and conditions can be sorted out before the opening of Part-III: i.e. Price Bid. Technical bid shall be opened if the Earnest Money is in conformity to the terms and conditions of the tender.

- (c) **Part-III Price Bids:** The third part will consist of the quoted prices for each item as well as other related terms like freight, insurance, taxes and duties etc. and other incidentals relevant to the price. **No correspondence/clarifications shall be entertained after the opening of Part-III.**

#### **4. QUALIFICATION REQUIREMENTS**

- 4.1 The Bidder must have arrangement for railway siding for dispatch of washed coal to TSPL's Power Plant. The railway siding must either be owned by the Bidder or the Bidder should have the right to use the railway siding through a legally enforceable Lease/ Agreement or any other binding arrangement with the owner of the siding.
- 4.2 The bidder can be a single bidder bidding on his own or on a Joint-Venture/Consortium basis. A party cannot submit multiple bids, either as a single bidder or on a joint venture/Consortium basis by forming multiple consortiums with different members to qualify technically.
- 4.3 In case of single bidder or in case of Joint Venture, at least one member shall have their own washery and should have executed the work of lifting and beneficiation in CIL Coalfields
- 4.4 The Bidder shall submit the financial details in the form of balance sheets etc. for last three years as a part of technical bid showing the details of Customers, Year-wise Quantity of Raw Coal lifted, minimum yield guaranteed and Washed Coal dispatches by rail if applicable.
- 4.5 The bidder should have executed the contracts successfully to the satisfaction of the order placing party without any default.
- The bidder shall have to submit the copy of experience/performance certificate(s) in this regard as a part of technical bid if any**
- 4.6 Bidders shall have to submit all the statutory clearances/approvals from the respective statutory authorities in their favor for operation of their washery, commensurate with the offered quantity. Over and above the statutory clearances/approvals, the bidder shall also submit the Capacity Assessment Certificate obtained from the competent authority or related government agency.
- 4.7 The Bidder should offer minimum quantity of 0.6 Million MT per annum beneficiated coal. However,

the bidder may offer maximum quantity up to the approved capacity of their washery.

- 4.8 In the event of the bidder being a joint venture/consortium formed of two or more companies, the Purchaser requires that all the parties of the joint venture/consortium accept joint and several liabilities for all the obligations under the agreement. Bids submitted by a venture of two or more firms, as partners shall comply with the following requirements:
- a. The bid, and in case of a successful bid, the Contract Agreement shall be signed so as to legally binding on all.
  - b. One of the partners shall be authorized to be In-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
  - c. The partner In-charge shall be authorized to incur liabilities and receive instructions on behalf of any one or of all partners of the joint venture/consortium and the entire execution of the contract including payment shall be done exclusive with the partner in charge.
  - d. All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned above.
  - e. A copy of the agreement or MOU entered into by the joint venture/ consortium partners shall be submitted with the bid.
  - f. In case of bidding through a joint-venture/ consortium basis, no change in the joint venture/consortium partners will be allowed without the prior permission of the Purchaser.
- 4.9 Notwithstanding anything stated above, the Purchaser reserves the right to assess the credibility, capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the Purchaser, and bidder shall furnish all other required documents to the Purchaser.
- 4.10 Bidder has to submit the details of Directors on their respective Board and share holding pattern of each Company, as on the date of submission of Bid. The bidder has to submit the certified copies of the information regarding Board of Directors including their percentage share in the Company and share holding pattern of the Company, on the date of submission of the bid.
- 4.11 The Purchaser also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

## 5. TIME SCHEDULE FOR BIDDING PROCESS

Sr.No.	Bid Reference	Timelines
1	Last date of submission of clarification by the bidders	05.12.2014
2	Issue of clarifications/ amendments by TSPL	08.12.2014
3	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	15.12.2014 latest by 11.00 AM
4	Opening of EMD (Envelope-I)	15.12.2014 at 01.00 PM
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	15.12.2014 at 01.00 PM
6	Price bid opening (only for qualified bidders) (Envelope-III)	15.12.2014 at 04.00 PM

TSPL reserves the right to accept or reject any/all the bids without assigning any reasons to the bidders. TSPL shall not be liable towards any cost for preparation and submission of bids or other. TSPL reserves the right to assign the scope to single or multiple bidders at the sole discretion of TSPL.

**Note: In case of any deviation, please attach the annexure specifically highlighting the deviations and reasons for same.**

## 6. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid exchanged between the bidder(s) and TSPL shall be in English language. Any printed literature/certificate furnished by the bidder(s) in another language, shall be accompanied by certified translation in English language.

## 7. BID CURRENCY

The bidder shall quote the prices in INR currency as per Price Bid Submission Format

## 8. EARNEST MONEY

The bidders are required to deposit the Earnest Money of Rs. 1 Crore through Bank Guarantee (as per ANNEXURE-A) of equivalent amount from any Indian Nationalized Bank encashable at Mansa/Bathinda branch or Demand Draft to be issued in favor of Talwandi Sabo Power Limited, payable at Mansa or RTGS in favour of "Talwandi Sabo Power Limited" in the following bank account details

Bank Name : ICICI Bank limited  
Address : Mansa Branch, Shimla Complex, Water Works Road, Mansa  
Account No : 044605000486  
Account Type : Current  
IFSC code : ICIC0000446  
Name of Beneficiary : Talwandi Sabo Power Limited



Address of Beneficiary : Village-Banwala, Mansa-Talwandi Sabo Road, Mansa,  
151302(Punjab)

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. EMD of successful bidders shall be refunded after receipt of Security Deposit/Performance Bank Guarantee.

**9. SECURITY DEPOSIT/PERFOMANCE BANK GUARANTEE**

Within ten (10) working days after receipt of this Contract, the Service Provider shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's format attached in Annexure-B) for an amount equivalent to 10 % of total Beneficiation charges (Total Beneficiation charges = Beneficiation charges per MT \* Contracted Quantity) . The Security Deposit Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the Contract and shall be valid initially for the period 6 months beyond the period of Agreement.

Failure of the Service Provider to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD

**Volume II**  
**Conditions of Contract**

## 1.0. DEFINITIONS

When used in this Bid document the following terms shall have the meanings specified in this Section 1.0 but not specifically defined, such term shall be used herein shall have the following meaning:

- (a) **“Bidder”** means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder.
- (b) **“Bidding Document/ Bid Document”** includes all the documents listed in the Clause 3.0 of Vol I.
- (c) **“Confidential Information”** means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential
- (d) **“Contract or Agreement”** means the Contract entered into between the Successful Bidder and TSPL, covering the scope of work and terms & conditions of Contract, together with all the documents referred to therein such as this Bidding Document.
- (e) **“Service Provider/ Successful Bidder”** shall mean Party selected to perform the Work under scope of work in this Bidding Document
- (f) **“Contract Price/ Bid Price”** means the price to be paid for the performance of the Work detailed under scope of work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Bidding Document/Contract
- (g) **“Government”** means the Government of India including State Government and Local Statutory Bodies.
- (h) **“Language”** implies English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- (i) **“Lead Member”** of the Joint Venture/ Consortium shall be the Member authorized by other partner (s) to be the lead member.
- (j) **“Local Currency”** means Indian Rupees.
- (k) **“Party”** means TSPL or Bidder, as the case may be, and "Parties" means both of them.
- (l) **“MT/Ton/Tonne”** means Metric Tonne which is equivalent to 1000 Kg.
- (m) **“Personnel”** mean persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (n) **“Quarter”** implies a continuous period of 90 days reckoned from the day one shall be treated as one Quarter and subsequent period of 90 days after completion of previous Quarter shall be treated as following Quarter,
- (o) **“Responsiveness”** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (p) **“Services/Works”** means the work to be performed by the Service Provider pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- (q) **“Subject Package”** means the package for supply of up to 4.5 MMT non-coking steam Coal to Power Plant of TSPL on FOR Destination Basis.
- (r) **Input GCV:** - GCV Value shown in analysis Report of RAW Coal Samples taken at MCL in presence of MCL representative and third party inspection agency appointed by TSPL as per clause 5.a. of

Volume III in this tender.

- (s) **Guaranteed GCV:-** GCV derived after considering % increase in GCV as quoted by bidder on input GCV

## **2.0. NOTICES**

Any notices, demands and other communications required or permitted to be given pursuant to this Contract shall be in writing, sent by certified mail, receipt requested or by, courier or by facsimile, to the addresses of the parties set forth in the title.

## **3.0. GOVERNING LAWS**

The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Bathinda - Punjab shall have exclusive jurisdiction.

## **4.0. TAXES AND DUTIES**

The Service Provider shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price. Further, all levies and duties payable under Subject Package shall be the liability of the Service Provider.

In case of any change in Law/Management requirement, any documents required for supporting taxes/duties shall be furnished by the Service Provider.

## **5.0. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT**

Effectiveness of Contract: The Contract/Agreement shall come into force with effect from the date of signing of the same or as detailed in the Contract.

Modification: Modification of the terms and conditions of the Contract, including any modification of the scope of work or of the Contract Price may only be made by written agreement between the Parties.

## **6.0. PAYMENTS TO THE SERVICE PROVIDER**

- 6.1. Payment will be made to the account of the Service Provider by TSPL, according to the payment terms stated at **Clause 8.0 of Volume III**, based on the certification by authorized Personnel at the Plant. The payments shall be processed by TSPL after the conditions listed for such payment have been met, and the Service Provider has submitted an original invoice along with requisite documents to TSPL specifying the amount due.

6.2. The payments shall be made directly to the Service Provider by TSPL.

6.3. The Service Provider shall abide by all the statutory requirements like PAN registration, TIN No registration etc.

6.4. The payments shall be restricted to net adjusted quantities up to quantities as mentioned at Clause 1.0 of Volume I. If the net adjusted quantities delivered are more than quantity as mentioned at Clause 1.0 of Volume I, then for excess quantities supplied, no extra payments shall be admissible unless otherwise agreed to by TSPL in writing.

#### **7.0. TSPL'S CONDITIONS PRECEDENT**

The obligations stipulated in the Bidding Documents are subject to the approval from PSERC as applicable and same shall be Conditions Precedent for the bidders and TSPL.

#### **8.0. SUSPENSION OF OBLIGATIONS**

The obligation stipulated in the Bidding Documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 9.0 below or as the result of an agreement between the Parties. In the event of Force Majeure, neither of the Parties may be considered in default of his obligations under the terms of the Contract/Agreement.

#### **9.0. FORCE MAJEURE**

Force Majeure includes act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years.

Force Majeure also includes any delay to the activities of TSPL due to any act of government/authorities viz delay in providing consent, any unlawful, unreasonable or discriminatory revocation of any consent required by TSPL for carrying out the project/activities, and any other unlawful, unreasonable or discriminatory action on the part of an Indian/State Government Instrumentality which is directed against TSPL Project and includes any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo,; revolution, riot, insurrection, terrorist or military action; or Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure event excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the site by the Affected Party or those employed or engaged by the Affected Party, Industry wide strikes and labor disturbances having a nationwide impact in India and any other act or event which makes the execution of the project not viable for TSPL.

Force Majeure does not include:

- (i) any event or circumstance which is within the reasonable control of the Parties and
- (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
  - (a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;
  - (b) Delay in the performance of any Service Provider, sub-Service Providers or their agents
  - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
  - (d) Strikes or labour disturbance at the facilities of the bidder;
  - (e) Bidder's Insufficiency of finances or funds or the agreement becoming onerous to perform ; and
  - (f) Non-performance caused by, or connected with, the Affected Party's:
  - (g) Negligent or intentional acts, errors or omissions;
  - (h) Failure to comply with an Indian Law; or
  - (i) Breach of, or default under this Agreement.

#### **10.0. CONFIDENTIALITY**

10.1. The Parties recognize that each of them will be given and have access to confidential and proprietary information of the other Party ("Confidential Information"). The Parties shall use such Confidential Information only for the purposes envisaged and specifically provided and shall keep such information strictly confidential and not disclose to any third party any of the confidential and proprietary information. The obligations of confidentiality shall not apply to any information that:

- a) was developed independently by the Party;
- b) was known to the Party prior to its disclosure by the disclosing Party;
- c) has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
- d) may be required in any report, statement or test submitted to any governmental or regulatory body;
- e) may be required in response to any summons or subpoena or in connection with any litigation;
- or
- f) may be required to comply with any law, order, regulation or ruling.

10.2. Provided that prior to any disclosure in respect of a request to disclose confidential information under above sub-sections (d), (e) and (f), the disclosing Party must first notify the other Party owning such Confidential Information, who shall then have the opportunity to respond to and/or dispute such request. The provisions of this clause shall survive the termination of this Contract.

#### **11.0. SERVICE PROVIDER'S RESPONSIBILITIES**

The Service Provider shall conduct all contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, or in accordance with best industry practices. The Service Provider shall be responsible for timely provision of all resources, information and decision making under its control that are necessary for execution of the Contract. The Service Provider shall indemnify and hold TSPL and its employees harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or his Personnel and from any illegal use of any resources by the Service Provider. In particular, the Service Provider shall provide and employ only such Personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand. The Service Provider assumes primary responsibility for all the jobs for the execution of the Contract in accordance with relevant provisions of this Bidding Document.

#### **12.0. WAIVER OF RIGHTS**

No forbearance, delay or influence by Purchaser in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of Purchaser nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Purchaser is exclusive of any other right, power or remedy available to Purchaser and each right, power or remedy shall be cumulative.

#### **13.0. LIABILITY OF SERVICE PROVIDER**

Neither the payment made by TSPL nor any extension of time for execution of the works granted by TSPL, shall affect or prejudice the rights of TSPL against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the works done or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify TSPL, nor the acceptance by them of any sum paid affect or prejudice the rights of the Service Provider against TSPL.

#### **14.0. ENFORCEMENT OF TERMS**

The failure of either Party to enforce at any time, any of the provisions of the Contract or any right in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

#### **15.0. SUSPENSION OF WORK**

15.1 The Owner may suspend the work in whole or in part at any time by giving Service Provider notice in writing to such effect stating the nature, the date and the anticipated duration of such

suspension. On receiving the notice of suspension, the Service Provider shall stop all such work, which the Owner has directed to be suspended with immediate effect. The Service Provider shall continue to perform other work in terms of the Contract, which the Owner has not suspended. The Service Provider shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

- 15.2 During suspension, the Service Provider shall be entitled to receive from the Owner appropriate adjustment for completed Schedule only.

#### **16.0. TERMINATION**

Notwithstanding anything herein above contained, in the event of Service Provider being adjudicated insolvent, or being a company dissolved or ordered to be wound up, then in such event, the contract shall automatically stand terminated and in the event of breach, default or violation of any of the terms hereof by Service Provider or for any reason whatsoever, "TSPL" shall be at liberty to terminate this contract forthwith and without prejudice to all other rights and claims of "TSPL" under this contract or otherwise in law against the contract./order and Service Provider shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination.

TSPL reserves the right to terminate the Contract at any time by giving a notice of 1 (one) months without assigning any reason. The Service Provider shall stop the performance of the Contract from the date of termination and hand over all the documents as desired by TSPL. TSPL shall pay to the Service Provider 100% (one hundred percent) of the cost for the material supplied to the TSPL Plant by the Service Provider till the date of termination as compensation. No consequential damages shall be payable by the Owner to the Service Provider in the event of such termination.

TSPL reserve right to amend, alter or cancel this contract and/or the revise schedules without assigning any reason and/or without in any manner incurring any liability on TSPL.

#### **17.0. SEVERABILITY**

If any term or provision of this Contract is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Contract shall remain unimpaired and in full force and effect.

#### **18.0. DEFENSE OF SUITS**

If any action in court is brought against TSPL for the failure or neglect on the part of the Service Provider to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Service Provider, their agents, representatives or their sub-Service Providers, suppliers or employees; the Service



Provider shall in all such cases indemnify and keep TSPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

#### **19.0. RISK PURCHASE**

In the event of any failure on Supplier part to execute the Contract as per the terms mentioned therein, Purchaser shall be at liberty to either:

- a) Continue with the Contract with due liquidated damages; or
- b) Engage any other agency, parallel to the Supplier, to complete part of the balance work at the risk and cost of the Supplier/Service Provider; or
- c) Cancel the Contract and get the Material/Equipment / Goods from any other agency at the risk and cost of the Supplier/Service Provider.

#### **20.0. LEGAL COMPLIANCE**

- 20.1. The bidder shall ensure that his execution of the contract as well as the facility provided by him comply to all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost.
- 20.2. The bidder shall give all notices required under the said acts, regulations and / or by-laws and shall indemnify TSPL towards any omission or commission in this regard.
- 20.3. The bidder shall be responsible for observing all statutory laws in respect of contract labour engaged by him as applicable under following:
  - a) Payment of Wages Act
  - b) Minimum Wages Act
  - c) Contract Labour (Regulation and Abolition) Act, 1970
  - d) Employees Liability Act
  - e) Factories Act, 1965
  - f) Payment of Gratuity Act, 1972
  - g) Workmen Compensation Act.
  - h) Employees State Insurance Act
  - i) Apprenticeship Act
  - j) Employee PF Miscellaneous Provisions Act, 1952
  - k) Family Pension Scheme
  - l) Deposit Linked Insurance
  - m) Any other enactment / rule in force or made applicable from time to time.
- 20.4. The bidder shall take workmen compensation insurance policy to enable him to discharge various liabilities under workmen compensation act.
- 20.5. The bidder shall have valid labour license and shall submit the copy of it within seven days of award of work.
- 20.6. The bidder shall obtain group insurance policy for the entire contract period for their employees

and the same shall be submitted for verification within seven days of awarding the contract.

20.7. Indian Foreign Exchange Management Act, 1999

20.8. Anything agreed in the contract but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and / or the Reserve Bank of India, shall be done only after such permission is granted.

#### **21.0. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE**

The Service Provider has to comply with safety, human rights and Environmental requirements during the performance of the Contract.

#### **22.0. ARBITRATION**

“Any dispute, difference or question arising out of, in relation to or incidental to this Contract, including any dispute as to the existence or validity hereof, shall be first attempted to be resolved by mutual discussions and negotiations between CEOs/COOs/any senior official duly authorized by the Owner and the Service Provider. In the eventuality of the failure of such negotiations, it shall be referred for arbitration to be conducted by sole arbitrator to be nominated by Talwandi Sabo Power Limited. The venue of the arbitration would be at Bathinda (Punjab) and the language of proceedings shall be English”.

#### **23.0. JURISDICTION**

It is expressly agreed that this Contract shall be governed by the Laws of India and any dispute, difference or claim which may arise between the Purchaser and the Supplier in connection with the performance of this Contract or the rights and obligations of the parties hereto shall be subject to the exclusive jurisdiction of the law courts of the city of Bathinda (Punjab).

#### **24.0. SUPPLIER AND CONTRACTOR SUSTAINABILITY MANAGEMENT POLICY**

At TSPL, we aim to oversee the activity of contractors and their employees in a way that ensures the welfare, health and safety of themselves. TSPL employees and others and supports our policy to sustainability and protection of environment.

TSPL strives to:

- a. Minimize risk associated with occupational hazards and prevent injury and ill health to contractor employees working on TSPL site;
- b. Proactively influence and encourage our suppliers and contractor to adopt principles and practice which are in line with, and support our own policies and code of conduct and ensure they comply with applicable legal obligations;
- c. Ensure appropriate and relevant information and instruction is made available to suppliers and contractors on sustainability matters;
- d. Ensure we have effective contractor management systems in a place and we conduct valuation of competence and sustainability performance prior to contract approval and throughout contract duration;

- e. Ensure that our supplier and contractor relationship are conducted in a fair, proper and transparent manner.
- f. The Supplier and Contractor Sustainability Management policy will be reviewed regularly.

## **25.0. WHISTLEBLOWING POLICY**

### **Complaint and Investigation Procedures for Accounting, Internal Accounting Controls, Fraud or Auditing Matters**

The following procedures have been adopted by Talwandi Sabo power limited (the “Company”) to govern the receipt, retention, and treatment of Complaints and to protect the confidentiality and anonymity of the stakeholders / employees / cases reported. These policies and procedures apply to and are available to all employees of the Company and all external stakeholders.

#### **a. POLICY**

##### **WHISTLEBLOWING POLICY**

#### **Complaints and the Investigation Procedures**

The following procedures have been adopted by Talwandi Sabo power limited (the “Company”) to govern the receipt, retention, and treatment of Complaints and to protect the confidential, anonymous reporting of the same. These policies and procedures apply to and are available to all employees of the Company and its subsidiaries.

#### **i. POLICY**

Employees have the opportunity to submit / report ‘Complaints’ pertaining to the following areas such as:

- a) fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the “SEBI”), the U.S. Securities and Exchange Commission (the “SEC”), the relevant stock exchanges, any other relevant authority or members of the investing public.
- b) violations of any rules and regulations applicable to the Company and related to accounting and auditing matters
- c) intentional error or fraud in the preparation, review or audit of any financial statement of the Company
- d) any violations to the Company’s ethical business practices as specified in the Company’s Code of Conduct policy
- e) any other event which would affect the interests of the business

The company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit ‘Complaints’; however, the Company is not obligated to keep ‘Complaints’ from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending ‘Complaints’ / raising any matter to identify themselves

instead of sending anonymous 'Complaints' as it will assist in an effective complaint review process.

Post review, if the complaint is found to be have been made with *mala fide* intention, stringent action will be taken against the complainant. We encourage employees to report genuine 'Complaints' and those submitted in true faith.

## **PROCEDURES**

### **Receipts of 'Complaints'**

All the 'Complaints' under this policy should be reported to the Group Head -Management Assurance, who is independent of operating management and businesses. The contact details are as follows:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

Tel No. +91- 22 - 66461000

Fax No. +91- 22 - 66461450

'Complaints' can also be sent to the designated E-Mail ID: [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in) the custodian of which is Group Head – Management Assurance. If a complaint is received by any other executive of the company, the same should be forwarded to the Group Head – Management Assurance at the above address.

### **Treatment of Complaints**

1. Group Head - Management Assurance shall review the Complaint. Investigations may be carried out either by the MAS team or any other external agency / legal counsel or any company employee(s) as the Group Head –Management Assurance may feel appropriate. The investigation team will submit their findings or recommendations to the Group Head – Management Assurance.

2. Once every six months and whenever else as deemed necessary, Group Head - Management Assurance shall submit a report to the Audit Committee that summarizes the number of 'Complaints' received and status of actions taken.

### **Access to Reports and Records and Disclosure of Investigation Results**

All reports and records associated with 'Complaints' are considered confidential information and access will be restricted to members of the Audit Committee, Group Head – Management Assurance and any other person as permitted by the Group Head – Management Assurance. 'Complaints' and any resulting investigations, reports or resulting actions will generally not be disclosed to the public except as required by any legal requirements or regulations or by any corporate policy in place at that time.

**Retention of Records**

All documents relating to such 'Complaint's made through the procedures outlined above shall be retained for at least five years from the date of the 'Complaint', after which the information may be destroyed unless the information may be relevant to any pending or potential litigation, inquiry, or investigation, in which case the information will be retained for the duration of that litigation, inquiry, or investigation and therefore as necessary.

**Amendment to the policy**

The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever and the same will be posted on the company website.

**VOLUME -III**  
**TECHNICAL SPECIFICATIONS**

## **1. INTRODUCTION**

TSPL has a requirement for beneficiation of 4.5 Million MT per annum of RAW (herein after referred as "Run of Mine") coal and supply of beneficiated coal (washed coal) on "FOR Power Plant" basis at Talwandi Sabo Power Limited, Mansa on terms & conditions specified in this tender specifications.

## **2. SCOPE OF WORK**

The scope of work under this tender specification covers the job of lifting of RAW coal from Mahanadi Coalfield Limited (MCL) mines at Talcher Area/IB Valley Area/Basundhara & Kulda Area against the linkage quotas allocated by the CIL/MCL/MoC/CEA etc. on regular basis, its beneficiation and then transportation of the beneficiated coal to TSPL Power Plant by rail. Coal being vital input, ensuring uninterrupted supplies as per our quantity and quality requirements is the essence of services to be rendered by Service Provider. Details of works & responsibilities of the Service Provider are as under:-

- I. Identification of Mine & necessary co-ordination with MCL officials for allotment of required quantity shall be in the scope of Service Provider.
- II. Bidder may inspect and examine the infrastructure at mine and at Washery and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid such as the type and number of equipment's and facilities required for the satisfactory completion of work, the quantities of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
- III. The bidder shall bid as per the Price bid format attached as Annexure C
- IV. The Service Provider shall take the delivery of allocated coal on the basis of release orders issued by the authorized representative of TSPL from MCL as per the requirement of TSPL based on Monthly Scheduled Quantity/Annual Contracted Quantity allocated by the MCL. Service Provider shall do necessary Co-ordination with area mines office and Head Quarter of MCL for timely release of Delivery Order/railway program as per our monthly scheduled quantity. Expenses (If any) with respect to issue / collection of DO from MCL will be to Service Provider's account
- V. Service Provider shall ensure the 100% materialization of DO within stipulated time period of DO.
- VI. The cost of Raw Coal and Railway Freight shall be deposited by TSPL directly to Coal Company & railways. Service Provider will be responsible for coordinating & ensuring timely submission of Coal value. This will form as very critical and sensitive part of this contract
- VII. Allocated coal as received from the collieries shall be transported/ shifted to the beneficiation plant by the Service Provider. The responsibility of delivery of beneficiated coal to TSPL site shall completely be with Service Provider

- VIII. The Service Provider shall follow for the release orders from mines/ Head Quarter and deploy necessary vehicles / rakes on behalf of TSPL viz-a-viz Service Provider at loading point to receive and transport the coal.
- IX. Service Provider shall deal with Coal India Limited (CIL), MCL, Ministry of Coal, Director of Mines, circle Dy. Director of Mines Office, Truck Owners Association, and Other government authorities at appropriate level to ensure lifting of quantity secured on timely basis. All kind of correspondence to MCL/CIL/Railways to be marked to TSPL representative also.
- X. Service Provider shall co-ordinate with concerned Central and State Mining authorities, Dept. of Steel and Mines, Director of Mines, Dy. Director of Mines Offices etc.
- XI. Service provider shall also be responsible for submission of monthly mining returns as per the approved format on behalf of TSPL.
- XII. Service provider shall also be responsible for timely release of monthly EDRM approval from the competent authority. User Fee payment to be borne by service provider & paid to Odisha mining authority by the service provider. Service provider will ensure timely mining returns to respective DDM office.
- XIII. Service provider shall submit the loading end quality report along with each rakes dispatched.
- XIV. The Service Provider shall check the quantity of coal received from MCL and shall be responsible for the quantity measurement i.e. weighment of allocated coal supplied by MCL to the Service Provider on behalf of TSPL and will authenticate/sign the weighment sheets as a token of quantity received.
- XV. Service Provider is to ensure that no foreign material like plastic Turpal, Sand, stones, shales, Bajri, tramp iron pieces, concrete blocks etc. are loaded into the wagons failing which, the cost of Washed Coal which will include cost of allocated Coal, beneficiation charges, STC, freight, railway freight etc. proportionate to the quantity of foreign material and demurrage occurred due to delay in unloading of rakes and damage caused to the machinery shall be deducted from the Service Provider's dues
- XVI. For road/rail transportation, the MCL supplies coal only on colliery declared grade basis. It will be the responsibility of the Service Provider to get the right\declared quality of raw coal from MCL.
- XVII. All kind of co-ordination with Coal India Ltd., (CIL), M/s Mahanadi Coalfields Limited (MCL), Ministry of Coal, Ministry of Rail, Railway Authorities at appropriate levels to ensure the allocation on desired fields/required grade of Coal as per plant requirement on month to month basis shall be in the scope of Service Provider
- XVIII. Service Provider shall co-ordinate with concerned MCL authorities for getting timely consent,



allotment and loading/dispatch of rakes\trucks and supervises by deploying sufficient manpower at the loading point and ensuring proper quantity and quality coal loaded which are matching with grades declared by MCL/CIL.

- XIX. Service Provider shall ensure that boulders, stones, shale & foreign materials are not loaded into rakes\trucks
- XX. Service Provider shall ensure that simultaneous dispatches of rakes are avoided and bunching of coal rakes do not occur at TSPL plant but not at the cost of delivery\dispatch plan
- XXI. Service Provider shall collect the Coal bills, original RRs and other original documents from the MCL/Railways immediately and forward the same to TSPL within 48 hrs from issue of documents. Similarly, Service Provider shall also co-ordinate with MCL/Railways for obtaining any refund against amounts due to TSPL for various reasons time to time
- XXII. Service Provider shall ensure for carrying out reconciliation of linkage coal on quarterly basis with MCL, Railways & any other concerned authorities
- XXIII. Service Provider shall also be responsible for obtaining prepaid (or other arrangement) RRs from the Railways after dispatch of each rake & timely payment of railway freight
- XXIV. Service Provider shall provide railway crew management for our rakes from the loading end to till the receiving end i.e. at Coal Handling Plant of TSPL as well as coordinate, follow up and inform us for the linkage rakes status which are in transit from the point of dispatch from loaded siding to till receipt at TSPL.
- XXV. Detailed plan of rake supplies as per TSPL requirements\contracted quantities to be given in writing or in mail for the given month before starting of the month
- XXVI. Service Provider shall provide daily linkage MIS report to TSPL through mail for
- Daily & Cumulative RAW coal lifting quantity from mine(s)
  - Approval orders of quantity taken from DDM
  - Washed coal quantity lying at washery premises
  - EDRM approval for placement of rakes
  - Rakes & Qty dispatched from washery to TSPL
  - About MCL linkage program allocation and offer to TSPL
- XXVII. Railway freight usage details for TSPL accounting of per rake chargeable load, actual load, punitive load and dead freight load and their corresponding payments.
- XXVIII. No Service Charge shall be paid for coal consigned to TSPL but diverted by Railways to Plant other than TSPL. No Service Charge shall be payable for the coal received by diversion at TSPL which was originally booked for and belong to any Plant other than TSPL

- XXIX. Service Provider shall arrange to submit necessary mining returns (FORM-E, F, G etc.) with Central and State Mining authorities on timely basis without fail. Service Provider shall also arrange to submit necessary Mining returns with IBM, Bhubaneswar.
- XXX. Service Provider shall also be responsible for fulfillment of all entire legal requirements for procurement, storage and transportation of Coal from MCL
- XXXI. Service Provider shall be responsible for reconciliation of account, payment, refunds for entire coal quantity with MCL from time to time
- XXXII. Service Provider shall collect the CENVARIABLE Coal Bill (if applicable), any other notices, and circulars from MCL upon release and forward the same to TSPL.
- XXXIII. DO Completion Certificate to be produced from respective collieries within 10 days of DO completion. Copy of the same to be submitted to along with submission of bills for timely processing of Payment.
- XXXIV. Service Provider shall coordinate with Railways for Rake allotment, Rake Offering, Indent placement & Rake Placement as per TSPL requirement.
- XXXV. Service Provider shall do reconciliation with TSPL on monthly basis for allocated coal lifting quantity from MCL, Washed coal dispatch to TSPL and RAW/washed coal lying at siding/washery premises The coal quantity billed by MCL/CIL, shall be considered as quantity delivered to washery Service Provider and this quantity shall be considered for conversion of washed coal quantity.
- XXXVI. During beneficiation, the Service Provider will adhere to the technical parameters as quoted/guaranteed.
- XXXVII. The beneficiated coal shall be transported to the railway siding and loaded into the wagons and dispatched to the TSPL Power plant as per dispatch instructions conveyed by Coal Management or other authorized representative of TSPL.
- XXXVIII. The Service Provider shall be responsible for loading of beneficiated coal in the wagons. The Service Provider shall ensure the proper loading of wagons / rakes in such a way so that there is no under loading or overloading of wagons is made to avoid levy of any under loading/overloading charges by the railway authorities. Failing which under loading / over loading shall be borne by the Service Provider only.
- XXXIX. The rejects from the beneficiation plant, although property of TSPL, will be disposed off by the Service Provider at his own level and its credit shall be given to TSPL on monthly basis in the bills.
- XL. The Service Provider need to co-ordinate with Railways and take all measures to avoid diversion of rakes en-route except the TSPL Power Plant. The total liability /responsibility of diverted rakes are

of the Service Provider

XLI. Each rake shall be considered as a consignment and all related charges and penalties shall be calculated accordingly.

XLII. Service Provider will ensure that no bulged/defective wagons are dispatched to TSPL power plant. In case a bulged/defective wagon is dispatched then any kind of delay or penalty incurred to TSPL due to demurrage and any other charges shall be payable by Service Provider.

XLIII. Service provider may provide the escorts with each and every rake whenever required.

The scope of work has been detailed as above but in case any items is omitted from the Scope of Work but otherwise required to complete the work then such items shall be deemed as included in the Scope of work without any additional financial liability to TSPL.

### 3. WEIGHMENT

The weight recorded at TSPL weighbridge (TSPL Weight) will be treated as final and the payment will be released based on it.

### 4. SPECIFICATION & YIELD OF BENEFICIATED COAL :-

Service Provider shall ensure that beneficiated coal of the following specification is supplied to TSPL:-

S. No.	Parameters	Range
1	Size of Coal	0-50 mm
2	Ash content	≤34%
3	Moisture (rake to rake basis)	
a)	Rainy season	≤13% (from Jul to Sep )
b)	Dry season	≤12% (from Oct to June)
4	Maximum limit of fines below 2.5 mm size in clean coal	< 15%

### 5. QUALITY

#### a. RAW Coal:-

- i. As per CIL Letter No. CIL/C-4B/TPS/462 Dated 04<sup>th</sup> September 2014 regarding Provision for engagement of Independent Third Party Agency for sampling and analysis by Power Producers, Power Producers may engage any of the empanelled agency for the purpose.
- ii. Sampling shall be done jointly by existing Third Party & Third Party deployed by TSPL. Samples so collected are to be jointly prepared at the Site in presence of both the representatives by coning & quartering. The sample packet which is kept with the existing Third Party Agency shall be analysed jointly at Coal Analysis

Laboratory of MCL and accordingly a joint statement shall be prepared duly signed by both agency is to be considered for all commercial purposes. All packets of Coal samples prepared & collected shall be sealed by both agencies of TSPL and service provider.

iii. GCV (ARB) value thus obtained in analysis report will be treated as Input GCV

**b. Washed Coal:-**

- i. The samples of the beneficiated coal shall be collected on receipt of washed coal rakes at TSPL plant by representatives of third party inspection agency appointed by TSPL.
- ii. The analysis shall be carried out by the representatives of third party at TSPL site as per relevant IS/ASTM standards. This analysis shall be final and binding on Service Provider and TSPL for Penalty purposes.

c. The upper ash content limit for beneficiated coal is 34% (ARB) to meet with the requirements of Ministry Of Environment and Forest, Govt. of India (MOEF) as such the Service Provider is to ensure that no coal rake above 34% ash is dispatched to TSPL. The guaranteed weighted average of ash taken on monthly basis shall not be more than 34%. If this limit of monthly weighted average of 34% ash (ARB) is exceeded, the payments on basis of quality shall be regulated as per following :-

<b>Monthly weighted Avg. Ash % (ARB)</b>	<b>Penalty on all quantity received in that month</b>
Above 34% upto 35%	Rs 30/MT
Above 35% upto 36%	Rs 50/MT
Above 36%	Unbeneficiated

If monthly weighted average of ash percentage received at TSPL is above 36% (ARB), then all the quantity received in that month shall be treated as unprocessed, no charges on account of Beneficiation, transportation from mine(s) to Beneficiated plant, transportation from Beneficiated plant to Railway Siding, handling, user fee & other applicable charges shall be paid to service provider & yield will be considered as 100% and without any allowance for rejects for all such quantity.

d. Service Provider to ensure that the total moisture in beneficiated coal will be limited to 13% Max (ARB) for rainy season and 12 % Max (ARB) for dry season on rake to rake basis. In case total moisture value exceeds 13 % (ARB) for rainy season and 12 % (ARB) for dry season value then in such case the proportionate adjustment in the weight of coal receipt shall be made on pro rata basis i.e. Weight of beneficiated coal shall be reduced by the same percentage by which the total moisture value exceeds 13% in rainy season or 12% in dry season as per below mentioned formula:-

$$\text{Normalized Quantity: } \frac{\text{Quantity Received at TSPL} \times (100\% - \text{TM at TSPL})}{(100\% - \text{Guaranteed TM})}$$

The quantity delivered at TSPL Plant shall be considered to be such normalized quantity. Payment will be made on such normalized quantity.

## 6. PENALTIES/RECOVERIES

### a) PENALTY ON LAPSED QUANTITY

Materialization related penalties will be calculated for each DO as follows:-

$$\text{Materialization\%} = \frac{\text{Actual quantity lifted from Mine(s) in stipulated time} \times 100}{\text{Total DO Quantity}}$$

Materialization Level %	Penalty
100 % and above	No Bonus/Penalty
Below 100 % upto 90%	Penalty of Rs 100 PMT on Lapsed quantity
Below 90% upto 80%	Penalty of Rs 250 PMT on Lapsed quantity
Below 80 % upto 70%	Penalty of Rs 500 PMT on Lapsed quantity
Below 70%	Penalty of Rs 800 PMT on Lapsed quantity

However in case there is strike for more than 48 hours and is approved by District authority declares due to which any movement in & out of MCL mine(s) is stopped, then in that case allocated quantity will be adjusted on prorata basis .

In event of any quantity getting lapsed due to failure of the Service Provider, equivalent amount paid by TSPL for lapsed quantity will be held from Service Provider's bills/BG. Service provider shall be obliged to ensure the refund of the value of coal quantity lapsed from MCL within 6 months from date of DO. The amount of refund as and when realized shall be passed on to the Service Provider.

TSPL shall always provide funds within first 7 working days from 1st date of respective month provided balance lifting from previous DO is not more than 20% of DO quantity. However in case there is less than 20% pending quantity from previous DO and there is delay in payment beyond 7 working days as mentioned above and this results in lapsing of quantity, then the penalty mentioned above for materialization will be reduced by 50 %.

### b) PENALTY ON ACCOUNT OF EXCESS FINES (Rake to Rake Basis)

The Service Provider shall ensure that fines in the Washed/Processed Coal delivered at TSPL's power plant shall not be above the specification of beneficiated coal as defined in this contract. If however, under specific circumstances, the quantity of fines in the Washed/Processed Coal delivered is above the specified limits, then penalty of Rs 100/MT shall be levied on such quantity above the specified limit. TSPL reserves right to take samples for 1 rake or multiple rakes for determining extent of fines.

### c) PENALTY ON GCV

If the monthly weighted average value of GCV of washed coal received at TSPL as Measured and analyzed at laboratory is lower than the Guaranteed GCV (ARB) provided by Service provider, then

penalty for the lower GCV (ARB) will be calculated and recovered from the Service Provider as follows:

$$\text{Penalty Rate (Rs/MT)} = \text{Landed Cost of Washed Coal} \times \frac{(\text{Guaranteed GCV} - \text{GCV (ARB) at TSPL})}{\text{Guaranteed GCV}}$$

$$\text{Penalty (Rs.)} = \text{Monthly quantity delivered at TSPL} \times \text{Penalty Rate (Rs./MT)}$$

Where,

$$\text{Landed Cost of Washed Coal (WC) (Rs./MT)} = (\text{Cost of Raw Coal as charged by MCL} + \text{Raw Coal Transportation Charges from Mine(s) to Beneficiated Plant} + \text{Beneficiated Charges}) + \text{Beneficiated coal Transportation Charges from Beneficiated Plant to siding} + \text{Railway Freight Charges up to TSPL including all taxes \& duties}$$

$$\text{GCV (ARB) at TSPL} = \text{GCV (ARB) of washed coal received at TSPL as measured and analyzed at TSPL laboratory}$$

**d) PENALTY FOR NON COMMENCEMENT OF SUPPLY**

In case of failure of the Service Provider to place the first rake within 20 days from the issue of first linkage DO, a penalty of Rs. 50,000/- per day for the delayed period would be levied from the Service Provider

**e) PENALTY ON ACCOUNT OF UNDER / OVER LOADING & RAILWAY DEMURRAGE CHARGES AT LOADING END & SHUNTING CHARGES**

70 % of underloading charges shall be recovered from the Contractor as per the below formulae:

$$\text{Dead Freight (Underloading)} = \frac{(\text{Chargeable Weight} - \text{TSPL Weight}) \times \text{Total Freight Amount}}{\text{TSPL Weight}}$$

50 % of overloading charges shall be recovered from the Contractor as per overloading penalty specified in RR under heading POL1 & POL2

Any demurrage charges levied by the Railways at loading end shall be recovered from the Service Provider's dues. Any Demurrage due to bulged wagon shall be recovered from the Service Provider's dues.

**f) PENALTY FOR HIGHER COAL STOCK AT SERVICE PROVIDER'S PLANT**

In case inventory of Coal (adjusted on Beneficiated Coal basis) at Service provider's plant exceeds 100,000 MT then in such scenario payments to service provider will be kept on hold till total amount payable to service provider exceeds value of Coal Stock above 100,000 MT calculated at Raw Coal Cost as charged by MCL at actuals . In addition to this penalty of Rs 10,000 per day would be levied from the Service Provider till Coal Stock at Service Provider's plant again reaches to level of 100,000 MT.

## **7. OTHER IMPORTANT TERMS**

- 1.1 The method and extent of Sampling and analysis adopted by TSPL shall be as per relevant IS/ASTM Standards.
- 1.2 The rates are subject to approval of PSERC/PSPCL. If any rates are corrected by PSERC team then the same shall be applicable.
- 1.3 The Service Provider has to adhere to all norms/rules of Coal India Limited (CIL), Mahanadi Coalfields Limited (MCL) and other Govt. bodies so as to ensure no expiry/lapse/loss of coal to happen.
- 1.4 The cost of Raw Coal and Railway Freight shall be deposited by TSPL, as per the request and recommendation of Service Provider and the responsibility of delivery of beneficiated coal to TSPL site shall completely be with the Service Provider.

## **8. PAYMENT TERMS**

Bills shall be submitted on weekly basis for the raw coal transported and beneficiated coal received at TSPL. Bills shall be raised in such a manner that any particular bill does not contain bills of separate months. The payment shall be released as per the procedure as follows:-

- a. The bills shall be raised by the Service Provider in two lots i.e. for 90% and the balance 10% payment. The second bill/Invoice for balance 10% payment can be raised by the Service Provider along with the 90% bills/invoice, if so desired by the Service Provider. However, payment for this bill/invoice will be released within 2 months from date of reconciliation. DO Reconciliation will be done on quarterly basis. These bills will be accompanied by D/Notes and statement showing R/R No., Invoice No., total no. of Wagons, no claim certificate and the net weight, GCV, Ash Content, Rebate for rejects etc as the case may be.
- b. (i) TSPL will release payment of the 90% bill for each period as admissible, within 30 days from the date of receipt of bills. .  
(ii) For balance 10% payment, a separate bill shall be required to be submitted by the Service Provider and the payment shall be released within 2 months from date of reconciliation after taking into account deductions/recoveries based on calculations of various penalties towards quality i.e. Total Moisture%, Ash %, Yield and under loading/over loading of wagons transit loss & other penalties applicable as per this agreement for the Beneficiated Coal received at TSPL. DO Reconciliation will be done on quarterly basis. However, if the deduction is more than the amounts of 10% balance payment, the same will be adjusted in the Bank Guarantee.

Note: Invoices, and all other supporting and statutory documents to be submitted in original to TSPL

## **9. PERIOD OF CONTRACT**

The contract shall be for a period of 1 year effective from the date of issuance of order, which can be extended on the same terms and conditions for another 2 year at TSPL's Option.

- a. The contracted quantity of RAW Coal shall be lifted, beneficiated and supplied to TSPL as per the schedule provided by TSPL

The schedule of the contract is subject to PSERC/PSPCL Approval. Any change in schedule will be

intimated by TSPL in advance and in writing form.

#### **10. INSURANCE**

Lifting from MCL mine(s) till delivered to TSPL i.e. transportation from mine(s) to Beneficiated plant, all stock lying at Beneficiated Plant and transportation from Beneficiated plant to TSPL Plant, Mansa is included in transit insurance. Transit Insurance shall be in the scope of the Service Provider.

#### **11. SAMPLING AND ANALYSIS**

TSPL shall appoint an independent inspection agency at MCL mine and also at TSPL site for collection of samples and analyses.

#### **12. COST OF RAW COAL AND RAILWAY FREIGHT**

The cost of Raw Coal and Railway Freight shall directly be paid by TSPL; however the entire responsibility of co-ordination and necessary arrangements shall be with the Service Provider.

#### **13. INCOME TAX CLEARANCE CERTIFICATE**

The Service Provider shall furnish Photostat copy of Income tax clearance certificate from the competent authority.

#### **14. PLANT & EQUIPMENT**

- i) The Service Provider shall at his own expense supply tools, plants & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in contract agreement.
- ii) The details of plant, equipment & machinery available with the Service Provider in working order for deployment on the work shall be submitted along with relevant information on the capability, financial resources and experience about himself.

#### **15. PATENT RIGHTS**

The Service Provider shall fully indemnify TSPL or the Engineer-in-charge against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the contract.

In the event of any claim being made or action brought against TSPL or Engineer-in-Charge in respect of the matters aforesaid, the Service Provider shall immediately be notified thereof for taking necessary action provided that payment on indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by TSPL but the Service Provider shall pay any royalties- payable in respect of any such use.

#### **16. SPLITTING OF WORK**

TSPL reserves the right to split up the work in the scope of this contract among more than one Service



Provider during the start/progress of work due to unsatisfactory progress of work of the Service Provider. TSPL will not entertain any claim from any Service Provider as a result of such splitting up. TSPL also reserves the rights to exclude/include any item of work from/into the scope of contract during the start/progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Service Provider's cost at any stage of work if the progress is not commensurate with the committed schedule and the Service Provider will not have any right to object.

#### **17. ASSIGNMENT OR TRANSFER OF CONTRACT**

The Service Provider shall not without the prior written approval of the accepting Authority assign or transfer the Contract or any part thereof, or any share, or interest therein to any other person.

#### **18. SUB CONTRACT**

The Service Provider shall not sublet any portion of the contract without the prior permission of the TSPL.

#### **19. POWER TO VARY OR OMIT ANY ITEM OR WORK**

No alternations, amendments, omissions, additions, suspensions or variations in "Scope of Work " shall be made by the Service Provider except as directed in writing by TSPL in connection with the contract, however TSPL shall have the full power subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing, to instruct the Service Provider to make such variations and be bound by the same conditions as far as applicable as if the said variations occurred in the specification. If any suggested variation would, in the opinion of the Service Provider carried out, prevent the Service Provider from fulfilling any of its obligations or guarantee under contract, the Service Provider shall notify to the Engineer In Charge, TSPL, thereof in writing, and TSPL shall decide forthwith whether or not the same shall be modified accordingly. The difference of rates, if any, occurs by any such variations, shall be added to or deducted from the contract rate as the case may require in accordance with the rate specified in the work order, but TSPL shall not be liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same shall have given in writing by TSPL.

#### **20. NEGLIGENCE AND DEFAULT**

- a) In case of any negligence on the part of Service Provider to execute the contract with due diligence & expedition to comply with any orders/instructions given in writing by TSPL in connection with the Contract or any contravention in the provisions of the Contract, TSPL may give 21 days' notice in writing to the Service Provider to make good the failure or neglect or contravention and if the Service Provider fails to comply with the notice within time considered to be reasonable by TSPL, TSPL will suspend/terminate business/dealing in part or fully with the Service Provider for specific period or complete contract period.
- b) Further in case of such default by Service Provider the Owner may also suspend business dealing with the Service Provider apart from claiming reasonable compensation/damages, forfeiture of security etc.

## **21. BANKRUPTCY**

If the Service Provider commits any action of bankruptcy or being a corporation commences to be, would be except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate on Service Provider or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to TSPL and shall for one month during which the company shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the Service Provider providing such guarantee as may be required by the Owner but not exceeding the value of work. In the event of the stoppage of work, the period of option under this clause shall be of 15 days provided that, should the above option not exercised, the contract may be terminated by TSPL by notice in writing to the Service Provider and the same power and provisions reserved to TSPL on the last proceeding clause, of taking the work out of the Service Provider's hands, shall immediately become operative.

**Volume IV**  
**FORMS & FORMATS**

**ANNEXURE A**

**PROFORMA OF BG FOR EARNEST MONEY DEPOSIT**

**M/ s. Talwandi Sabo Power Limited**

(1980 MW Power Plant)

Village- Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab.

Dear Sirs,

**Guarantee No.** \_\_\_\_\_

**Amount of Guarantee: ` 100,00,000/-**

Guarantee cover from:..... To .....

The undersigned, ..... constituted under the .....having its Head Office at ..... and amongst other places a Branch, at ..... (hereinafter called "the Bank") taking into consideration that M/s. ....with its Registered Office at.....(hereinafter called the "Bidder"), have received a tender enquiry for **Coal Beneficiation** for Talwandi Sabo Power Limited, Gram-Banwala Distt-Mansa (Punjab) (hereinafter called the "Principals").

That the Principals are prepared to consider the offer of the Bidder provided the offer is accompanied by a Bank Guarantee for an amount of ` ...../- towards Earnest Money Deposit.

**DECLARES:**

**Hereby to Guarantee irrevocably up to a maximum amount of ` ..... the due fulfillments by the Bidder of their obligations in this regards, and consequently undertakes to pay, without demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder, to Principals on their first written demand (signed by a**

**Associate General Manager of the Company with date and amount in ` ) all that which the Principals declare that Bidder are due to them in this respect, such with due observance of the maximum amount.**

The liability of the bank will arise only if a letter from the Principals stating non-fulfillment by the Bidder of their obligation is received by the bank on or before .....

The bank shall not be released of its obligations under these presents by any exercise by the Principals of its liberty with reference to matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Principals or any other indulgence shown by the Principals or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Principals at its opinion shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor, notwithstanding any security or other Guarantee that the Principal may have in relation to the Bidders liabilities.

**This Guarantee comes into force from the date of this Guarantee and will remain valid up to .....and, so that claims, if any, must have been received latest by the undersigned on ..... at the Bank's Office at Mansa.**

**This Guarantee is not negotiable or assignable.**

**Please return this Guarantee to us for cancellation on expiry.**

**Notwithstanding anything herein contained, our liability under this guarantee shall:**

- 1. Our liability under this Guarantee is restricted to ` .....**
- 2. Guarantee shall be valid up to .....**
- 3. We are liable to pay the guaranteed amount or any part thereof towards full & final settlement of our liability under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the date of expiry of this Guarantee.**

**Dated at Mansa \_\_\_\_\_ day of \_\_\_\_\_, 20XX.**

**ANNEXURE B**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

WHEREAS M/s \_\_\_\_\_, a company incorporated under the laws of India and having its registered / principal office at \_\_\_\_\_ (hereinafter referred to as the "Service Provider" which expressions shall include its successors and assigns);

WHEREAS, Service Provider has in terms of \_\_\_\_\_ LOI No. \_\_\_\_\_ date \_\_\_\_\_ and Agreement dated \_\_\_\_\_ (hereinafter referred as the "\_\_\_\_\_ Agreement") entered between Talwandi Sabo Power Limited (**TSPL**) and itself, agreed to perform the works and Services as stated in the \_\_\_\_\_ Agreement.

WHEREAS, as per provision of the said \_\_\_\_\_ Agreement, the Service Provider is required to furnish to TSPL a Bank Guarantee for \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards due and faithful performance of the its obligations under the \_\_\_\_\_ Agreement.

Now, we \_\_\_\_\_ (name of the bank, branch) at \_\_\_\_\_ (address) ( which include our successors and assigns) hereby irrevocably and unconditionally agree and undertake as follows :

1. We hereby irrevocably and unconditionally guarantee to pay to TSPL, the sum in aggregate not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_ only), without any demur, merely on the first written demand signed by TSPL representative stating that the amount claimed is due by reasons of breach by the said Party of any of the terms or conditions contained in the said Contract or by reasons of the Party's failure in performance of the Contract and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.
2. We agree that it shall not be obligatory on part of TSPL to establish non-fulfillment of the contractual obligations as stipulated in the O&M Agreement under the terms of this guarantee and we shall, on a simple written demand from TSPL, immediately pay to TSPL, the said amount without any demur or delay.
3. Notwithstanding anything to the contrary, TSPL's decision as to whether the Service Provider has made any such default or defaults under the aforesaid \_\_\_\_\_ Agreement and / or any other agreement, if any and the amount or amounts to which TSPL is entitled by reason thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between TSPL and the Service Provider

and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by TSPL on first written demand without any protest or demur.

4. The decision of TSPL that any sum has become payable shall be final and binding on the Bank.
5. This guarantee shall come into force from the date of issue of this guarantee and shall remain in full force and effect up to and including \_\_\_\_\_. Should it be necessary to extend the validity of this guarantee beyond the said date, we undertake to extend the period of the guarantee on TSPL's request till such time as may be mutually agreed between you and the Party.
6. We further agree that TSPL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said \_\_\_\_\_ Agreement and all other written agreement, if any relating to the Contract and/or to extend the time for performance by the Party from time to time.
7. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

This guarantee shall remain in full force and effect up to and including \_\_\_\_\_ (Validity). Unless a claim or demand in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee.

THIS GUARANTEE SHALL BE SUBJECT TO THE LAWS OF INDIA AND THE JURISDICTION OF THE COURTS IN BATHINDA, PUNJAB, INDIA

SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For and on behalf of

Bank :

Address :

(AUTHORISED SIGNATORY OF BANK)

**LIST OF BANKS FOR ISSUANCE OF EMD/ PBG**

<b>Domestic Suppliers</b>		
Any Nationalized Banks in India		
<b>Private Sector Banks</b>		
ICICI Bank Ltd	Yes Bank Ltd	HDFC Bank Ltd.
Kotak Mahindra Bank Ltd	Axis Bank Limited	IndusInd Bank Ltd.
<b>Foreign Banks</b>		
Citi Bank	Deutsche Bank Ltd	The Hongkong and Shanghai Banking Corporation Ltd
Standard Chartered Bank	Bank of America	BNP Paribas
Credit Agricole Corporate and Investment Bank	DBS	The Royal Bank of Scotland (RBS)
Bank of Tokyo-Mitsubishi UFJ Ltd	Mizuho Corporate Bank	ANZ (Australia and New Zealand Banking Group Limited)
Barclays	J P Morgan	Credit Suisse
ING Vysya Bank Ltd.		
<b>Foreign Suppliers</b>		
Any bank that is globally rated at least "A" by S&P / Moody's / FITCH		
In case of other banks, the same needs to be confirmed by any of the Banks in India from above list for Domestic Suppliers		



**ANNEXURE C**  
**PRICE BID SUBMISSION FORM**

Bid Ref No: and Date:

Bidders Name and Address:

To,

COO-TSPL  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road  
Village- Banawala, Distt- Mansa  
Punjab-151302

Dear Sir,

Sub: Bidding Document No: **EOI/39/CM/TSPL/2014-15/COAL BENEFICIATION** for Beneficiation of up to 4.5 Million Metric Ton per annum of Beneficiated Coal for TSPL Power Plant.

1. Having examined the Bidding Documents No. **EOI/39/CM/TSPL/2014-15/COAL BENEFICIATION** including its Amendments/Addenda/Corrigenda/Errata and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer beneficiated Coal under the above-named Package: "Procurement of up to \_\_\_\_\_ Million Metric Ton of Beneficiated Coal for Talwandi Sabo Power Limited Power Plant" in full conformity with the said Bidding Documents for the sum (including all taxes and duties)
  
2. Basis for Price Bid: Service provider to quote following :- \*  
(\*Please see that for separate mine/sidings please give separate price bids using this format)  
**Please mentioned Mine name from which Raw coal would be Lifted:-\_\_\_\_\_.**  
**Please mentioned name of Railway siding from which beneficiated coal would be transported to TSPL: \_\_\_\_\_**

S. No.	Particulars	Quote	Applicable Tax	Total
A	Transportation charges from MCL Mine to Beneficiation plant (Rs/MT) on entire RAW Coal			
B	Beneficiation Charges (Rs/MT) on entire RAW Coal			
C	Transportation charges from Beneficiation plant to quoted Railway siding (Rs/MT) on Beneficiated Coal			
D	Railway Freight for transportation of Beneficiated Coal to TSPL (Rs/MT).			
E	Rebate for Rejects (on quantity of rejects) (Rs/MT)			
F	% Yield			
G	Guaranteed % increase in GCV on input GCV			
H	Other taxes if any			

Calculations for Evaluating Bids is as follows:-

For Eg. - Input GCV: - 4000 Kcal/Kg. Input Quantity: - 100 MT

Sr. No	SERVICE PROVIDER	A	B	C	D
A	Guaranteed % increase in GCV on input GCV	20%	15%	10%	5%
B	% Yield	75%	80%	85%	90%
C	Beneficiation Charges (Rs/MT) on entire RAW Coal	200	250	300	400
D	Coal Cost as charged by MCL (Rs/MT)	1100	1100	1100	1100
E	Transportation charges from MCL Mine to Beneficiation plant (Rs/MT) on entire RAW Coal	250	300	300	300
F	Transportation charges from Beneficiation plant to quoted Railway siding (Rs/MT) on Beneficiated Coal	100	120	120	120
G	Rebate for Rejects (on quantity of rejects) (Rs/MT)	80	90	100	60
H	Railway Freight for transportation of Beneficiated Coal to TSPL (Rs/MT)	2600	2600	2600	2600
I	Output GCV	4800	4600	4400	4200
J	Output Qty	75	80	85	90
K	Output Kcal	360000000	368000000	374000000	378000000
L	Landed Cost (Rs/MT)	4,740	4,760	4,702	4,713
M	Total Landed Cost Rs/1000 Kcal	1.317	1.293	1.257	1.247

$$\text{Landed Cost} = \frac{C+D+E - (G*(1-B))}{B} + H+F$$

Evaluation will be based on Landed Cost Rs/1000 Kcal.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by TSPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

We further confirm the following:

- i. We have quoted the prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents.
- iii. We confirm that our quoted prices are based on the provisions of the Bidding Documents.

**1. We further confirm the following:**

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 180 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with TSPL's written acceptance thereof in the form of TSPL's Letter of Award shall constitute a binding Contract between us.

We understand that TSPL is not bound to accept the lowest or any other Bid.

TSPL reserve the right to negotiate with any of the bidder during course of order finalization

If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

We undertake, if our Bid is accepted, to commence work for supply of Coal immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal