



**power**



## **TALWANDI SABO POWER LIMITED**

**Tender Specification No:**

**TN/1/CM/TSPL/2024-25/R0**

**Bidding Document and Technical Specifications for Lifting and**

**Transportation of Coal through**

**Road-cum-Rail (RCR)**

**mode from**

**South Eastern Coalfields Limited (SECL)**

**To**

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

**24-May-2024**

\*This document may be amended at the discretion of TSPL (if needed).

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## **VOLUME I: INSTRUCTIONS TO BIDDERS**

### **1. INTRODUCTION**

Talwandi Sabo Power Limited ("hereinafter referred to as TSPL/Owner"), a subsidiary of Vedanta Power, has developed one of the largest green-field Thermal Power Project in Punjab with capacity of 1980 MW (3 x 660 MW).

TSPL invites bids from reputed Contractors for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from South Eastern Coalfields Limited (SECL) to Talwandi Sabo Power Limited, Mansa on Terms & Conditions as specified in this Tender.

### **2. ABBREVIATIONS**

**SECL: South Eastern Coalfields Limited**

### **3. 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, at its sole discretion, and in such case no bidder /intending bidder(s) shall raise any loss, claim or liability arising out of or in connection with such action.

While an attempt has been made to define and capture the requirements in an exhaustive manner as possible, bidders are advised and are expected to have a thorough understanding of the applicable requirements for performing services as defined in the Scope of Work. Coal quantity for lifting will depend upon the load requirements of TSPL

& are subject to change as per TSPL's requirements.

#### **4. BID SUBMISSION AND OPENING PROCEDURE**

- Based on the EOI received on TSPL.Fuel@vedanta.co.in, TSPL will send a Link for bidder's registration and for online submission of Bid & reverse bidding, Bidders shall register themselves on ARIBA portal and obtain the login credentials / password for the same and keep the same valid up to completion of bidding process.
- Bidders should understand the online submission procedure thoroughly and then fill up the Bids. Bidder must register themselves/their firm on ARIBA portal well in advance to understand the process and formalities for online Technical and Price Bid submission. No excuse of insufficient knowledge regarding online submission & physical submission shall not be acceptable to the Company. Bidders to submit both Technical & Price bid as per mentioned timeline on ARIBA portal (refer Clause 3).
- Bidders shall fill-up/submit the Bid online in the formats provided in the ARIBA portal.
- Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. A training session on submission of bids shall also be carried out on ARIBA portal, at least two days prior to the bid due date.
- The figures mentioned in the illustrations given in the bid document are only for illustrative purposes. They shall not be binding on the Parties.
- All communications pertaining to this bid document shall be addressed to:  
**Chief Commercial Officer**  
**Talwandi Sabo Power Limited**  
**Talwandi Sabo Road,**  
**Vill - Banawala Distt- Mansa Punjab-151302**  
**Ph. No.: -7087026236**  
**Email: [tspl.fuel@vedanta.co.in](mailto:tspl.fuel@vedanta.co.in)**
- The bidders, in their own interest are advised not to wait till the last moment, to submit their bids. TSPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, issues related to equipment, hardware, and software etc. Any Bid received after

the expiry of the time specified for receiving the same shall not be entertained. However, TSPL at its discretion may extend the timelines for any reasonable cause.

**4.1 BID OPENING AND EVALUATION METHODOLOGY:**

**4.1.1 Stage-1:** The envelope 1 (as per clause 9) will be opened in the presence of TSPL tender committee and Punjab State Power Corporation Limited's (PSPCL) representatives as per the timelines specified.

**4.1.2** Evaluation of the "Responsiveness" will be done as per the following chart:

SL. NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
1.	Has the Bidder submitted document as required for Stage-I?				
2.	Is EMD deposited/ submitted?				
3.	Does the EMD is of required amount and valid as per requirement?				
4.	Is the EMD, if submitted through BG, as per format?				
5.	Is the Bid unconditional/ non-suggestive?				
6.	Is the Power of Attorney submitted?				

**4.1.3** Bids which are not complete in all aspects as stipulated above and/or without EMD are liable for rejection. TSPL may at its discretion accept any non-material/ minor deviations. TSPL and PSPCL representative(s) for tender process shall have the discretion to decide whether the deviation is non-material/ minor.

**4.1.4** Balance requisite documents to be opened only for those Bidders who meet the responsiveness requirements. After opening balance requisite documents, Price Bid of the



Qualified Bids (who meet the qualification requirements) shall be opened online in the presence of TSPL tender committee and PSPCL representative(s) as per the specified timelines in clause 3. Ranking of Bidders shall be prepared on the basis of cost evaluation and in the sequence of lowest to highest (increasing order).

#### **4.2. Reverse Bidding:**

4.2.1 Selection of Bidders for reverse bidding: All the Qualified Bidders, excluding H1 Bidder for each line item, subjected to a minimum 3 bidders are left after excluding H1 bidder for each line item.

4.2.2 Reverse bidding start price: The lowest price in Rs./MT. discovered during close bidding shall be the opening price (Start Price for Reverse bidding). Projection of opening price on the opening price on the screenshall initiate the reverse bidding process, which shall be conducted on ARIBA Portal.

4.2.3 Decrement value: Rs 10.5 per MT (inclusive of GST) or higher (in multiples of Rs. 10.5/MT).

4.2.4 All documents submitted as a part of bidding process will become the property of TSPL and are non-returnable.

4.2.5 Online reverse auction shall be conducted by TSPL in the presence of PSPCL team on pre-specified date and time for duration of 1 Hour.

4.2.6 After Completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations with the L1 bidder. Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of final price within 2 working days of conclusion of reverse auction. In case a bidder fails to submit the above summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD and suspension of business dealings etc.

#### **Auction Extension Time:**

If valid bid is placed within 5 minutes of End Time of the Reverse Auction, then Reverse Auction duration shall get automatically extended for another 5 Minutes from the existing end time. It may be noted that the auto extensions will further take place if a valid bid comes in those last five minutes. If a bid does not get accepted as the lowest bid, the auto extension will

not take place even if the bid might have come in last Five minutes. The above process shall continue till no valid bid is received in last 5 Minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to Internet connectivity, network problems, system crash down, power failure etc. No request for extension in time period of reverse auction due to any of the above reasons shall be entertained by TSPL and no claim of any bidder in this respect shall be accepted.

#### 4.3 Evaluation for Technical Qualification:

The Bid will be evaluated as per technical qualification as per the table below (Envelop 1).

Note: TSPL reserves the right to verify the authenticity of the documents submitted to meet the qualification requirement and may request for any additional information and documents. TSPL reserves the right to contact the bidder's bank and third parties' references to verify the bidder's information and documents for the purpose of qualification. In such cases, bidder shall cooperate fully with TSPL at their own cost. In case TSPL desires to verify copies with originals that are not submitted, bidder is required to make them available at TSPL premises.

	<b>Parameters</b>	<b>Minimum Requirement for the Bidder(s)</b>	<b>Documents Required to be submitted</b>
<b>Technical Qualification Requirements</b>	Experience in Transportation of coal at CIL subsidiaries through Road cum Rail Mode	a) One (1) Similar contract for coal transportation not less than 80% of the indicative estimated quantity.  <b>OR</b>  b) Two (2) Similar contract for coal transportation not less than 50% of the indicative estimated	1. Certificate issued by Statutory Auditors/ Chartered Accounted (as applicable) based on PO/Work orders.  2. Self-certified copies of POs/ CONTRACTs executed.  3. Self-certified summary of POs/ CONTRACTs

		<p>quantity.</p> <p style="text-align: center;"><b>OR</b></p> <p>c) Three (3) Similar contract for coal transportation not less than 40% of the indicative estimated quantity.</p> <p><b>In a period of consecutive 12 months during the last 5 (five) years ending 30<sup>th</sup> April 2024.</b></p>	<p>Performance certificate issued by customers for work executed in reference to Sl. No. 1, 2, &amp; 3 above.</p>
<b>Financial Qualification Requirements</b>	<p>A. Annual Average Turnover of Bidder in last 3 Financial Years ending 31.03.2023.</p> <p>B. Net worth of Bidder as on 31.03.2023.</p>	<p>A. Rs. 80 Cr. (Eighty Crores)</p> <p>B. Rs. 20 Cr. (Twenty Crores)</p>	<p>1. Turnover and net worth duly certified by Statutory Auditors along with Audited Financial Statements &amp; Income Tax returns. Bidder shall submit a certificate issued by CA in this regard.</p> <p>2. Balance Sheets and Profit &amp; Loss statement or any other supporting document.</p>

**Notes:**

1. Indicative estimated quantity is 6 Lakh MT, however the actual execution quantity may be increase or decrease as per actual allocation to TSPL by SECL.
2. Bidding through a Consortium is not permitted.

3. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a certificate to this effect from its Statutory Auditors.
4. Both technical & financial parameters shall form part of the total qualification requirement.
5. It is further clarified that multiple PO's issues against a single contract/tender shall be considered as a single PO.

#### 4.4 Evaluation of the Price Bid

- The Bids shall be evaluated on the basis of lowest Landed cost mine wise (Rs/MT) at TSPL. Price Bids of the Qualified Bidders will be opened in the presence of TSPL and PSPCL representatives as per the timelines.

#### 5. TIME SCHEDULE FOR BIDDING PROCESS:

Date	Event
02 May 2024	Publishing of NIT in newspapers
24 May 2024	Date of availability of Bid document at TSPL website
28 May 2024	Last date for receipt of comments/suggestions (latest by 18:00 Hrs)
29 May 2024	Pre-Bid clarifications
25 May 2024	Commencement of submission of Bid (online - ARIBA) from 11:00 hrs onwards
30 May 2024	Closing of submission of online Bid on ARIBA (has to be on or before 17:00 Hrs)
30 May 2024	Receipt of all required physical documents for bid submission including DD for EMD (or incase of RTGS, subject to realization of amount in TSPL bank account) has to be on or before 17:00 Hrs, at TSPL.
31 May 2024	Opening Technical Bids at 10:00 Hrs at Mansa/Patiala
31 May 2024	Opening of Price Bids (depending upon number of Bidders and subject to completion of Technical Evaluation)
31 May 2024	Reverse Bidding, time to be intimated to qualified bidders

#### Note:

- TSPL reserves the right to amend the above schedules. Interested parties should

monitor TSPL website for amendments/changes on a regular basis.

- The timelines mentioned above are indicative and are subject to change at the discretion of TSPL. TSPL reserves the right to amend the above schedule or modify/cancel the bid process at its own discretion. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change/cancellation in the abovementioned schedule. All expenses in relation to Bidding to be borne by the Bidder.

## **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 INR 50,00,000/- (Rupees Fifty Lacs only) through RTGS. The validity of the EMD shall be six months from the Tender opening date. In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 15 days of the award of Contract or after the expiry of validity period of the bids, whichever is earlier. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited. EMD of the successful bidder(s) shall be returned on submission of security deposit amount. No Interest shall be paid on EMD.

Beneficiary Name	: Talwandi Sabo Power Limited
Account No.	: 35216862121
Centre (Location)	: Mumbai
Bank	: State Bank of India
Branch	: CAG Branch, Mumbai
Account Type	: Cash Credit
IFSC Code	: SBIN0016376

**TSPL shall have the undisputed right to encash the EMD if:**

1. The Bidder withdraws or modify his bid during the validity period of the bid.
2. The bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its bid that has a material impact on the performance required under the contract or tries to influence the outcome of the bid process, in any manner whatsoever or acts in a manner to nullify the tender process.
3. The bidder does not accept the arithmetical correction of its bid price, if TSPL finds any discrepancy during evaluation.
4. In the case of successful bidder, if the bidder fails to give the acceptance of Letter of Award (LOA)/Confirmation of Services/PO within the 10 days working days from the date of issuance; and successful bidder does not accept the PO materially aligned with bidding document. Successful bidder rejecting the PO despite decision of TSPL with regard to material alignment of PO w.r.t bid document will be authorizing TSPL to encash the EMD as per bidding document.
5. TSPL shall have the right for verify the documents submitted by the Bidders and bidders shall be responsible to prove the authenticity and genuineness of the documents submitted. If bidders fail to prove the authenticity and genuineness of the document submitted, TSPL shall have the right to forefeet the EMD and treat the bid as not responsive.

**Important Note:**

In case bidder makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or PBG may be encashed and forfeited by TSPL and Contract/Purchase Order if awarded may be annulled with no liability to TSPL. TSPL may also take other actions as appropriate including blacklisting/debarring the bidder from current and future participation in tenders issued by TSPL.

**9. PERFORMANCE BANK GUARANTEE**

**9.1** The Service Provider shall furnish, within Ten (10) calendar days of the award of Contract/LOA/LOI/Confirmation of Services, an irrevocable Performance Bank

Guarantee (PBG) in the form of a Bank Guarantee (as per TSPL's format) from any of the Indian Nationalized Bank or Scheduled Bank (such as State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd, Yes Bank, Punjab National Bank, Kotak Mahindra Bank, Indian Overseas bank, etc.), encashable at Mansa/Bathinda branch subject to minimum value of INR 2.50 Crores. Further, the successful bidder needs to provide additional PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL such that total value of PBG is equivalent of DO (Delivery Order) value subject to maximum up to 7.5 Cr. However, at any point of time during execution of contract, the value of coal under custody of the bidder shall not exceed the amount of PBG available with TSPL.

**9.2** The PBG submitted should have the validity period of 1 year from the date of submission and claim period of 12 months post the date of validity expiry period of the PBG.

**9.3** The PBG shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for a period of 6 months beyond the period of Agreement. The PBG amount can be decreased by the bidder corresponding to monthly DO quantity with consent of TSPL.

**9.4** The Performance Bank Guarantee so furnished by the Service Provider shall be released upon successful completion of the obligations of the Service Provider in terms of the Agreement after the Company duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Service Provider's employees, engaged in performance of the obligations of the Service Provider under the Agreement. If requested by the Company, the Service Provider agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date.

**9.5** The Service Provider shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the

Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Performance Bank Guarantee for the equivalent amount.

**9.6** The Service Provider shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement performance bank guarantee(/s) for the equivalent amount.

In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

- a. failure by the Service Provider to supply the Services in accordance with the Agreement resulting in termination; or
- b. failure by the Service Provider to duly perform any of its obligations under this Agreement; or
- c. failure by the Service Provider to provide reasonable justification, for any alleged involvement in theft or misappropriation or any such other non-ethical practices, to the satisfaction of the Company; or
- d. Any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

**9.7** The provision and maintenance of the Performance Bank Guarantee by the Service Provider in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Service Provider.

**9.8** If the Service Provider fails to provide, maintain, or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may,



without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

**9.9** In addition to the other circumstances specified in this Agreement, Company has the right to drawdown all or part of the value of the Performance Bank Guarantee and, at Company's discretion, apply the proceeds in remedying any breach by Service Provider of this Contract. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Service Provider breach.

## **10. NEGOTIATIONS AND AWARD OF CONTRACT**

- a) TSPL will conduct the reverse bidding. The start/opening price of the reverse bidding shall be finalized by TSPL. Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the ARIBA portal service provider at the time of reverse bidding.
- b) During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. Detailed procedure for reverse bidding shall be uploaded on ARIBA portal of service provider and training session will also be conducted by the service provider. TSPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between TSPL and the Successful Bidder(s) shall come into existence by the following process:

TSPL may award a Contract(s) to more than one Successful Bidder as per the provisions as brought out in clause 11 of volume 1 of this bid document and such Contract shall incorporate the terms of this Bid Document.

- c) TSPL may at its own discretion issue a Letter of Award/Confirmation of services to the Successful Bidder(s). Such Letter of Award/Confirmation of services may include certain conditions which the Successful Bidder must satisfy before TSPL issues a Purchase Order to such Successful Bidder.

- d) TSPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). TSPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and TSPL shall be entitled to exercise its remedies specified in the Contract.
- e) The complete Tender document may be downloaded from TSPL website ([www.tsplindia.co/tender/](http://www.tsplindia.co/tender/)). Bid submission process consists of online submission of Price Bid and requisite documents in Envelope I, & Envelope II.  
Details are as under,

**Envelope I**

- Superscribed as Technical Bid shall contain all the documents as elaborated in the bid for technical acceptance and qualification of the Bid (excluding Bid Price) duly filled in and signed by the Bidder in the following order. Please Note that all documents related to Envelope I shall be submitted Online.
- One copy of Bidding/Tender Document duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
- Complete company profile
- Documents for quantity supplied in last Five financial years. (Annexure IV)
- Audited Balance sheet for last Five financial years.
- Board Resolution/POA from the Company Authorizing the person signing the Bid as authorized signatory.
- Undertaking by GTA as per Annexure VI and copy of Bidder's declaration form submitted to the Jurisdictional GST Authority for FY 2024-25 (if applicable).
- Any other documents that Bidder feels is important to establish the qualifications and fulfill the tender requirements.
- No hand-written price bids will be accepted.

**Envelope II -**

- It shall contain the Price Bid and other details as per Volume-III (Annexure –I of the Bidding Documents & shall be submitted online.
- Price Bid submission form (Annexure I).

In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, interpretation by TSPL as per the original document shall prevail. In the event of the any computational error, the element wise quoted price will be considered as correct bid.

- Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being nonresponsive are liable to be summarily rejected at TSPL’s sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.
- The Bidder shall quote prices for the complete Scope of Work of the Bid Document, as per format of Annexure I (as applicable).
- Price bid shall be submitted online. Price Bid submitted in physical form shall be rejected.

**11. QUANTITY TO BE OFFERED & ALLOCATION OF WORK AMONGST SUCCESSFUL BIDDERS:**

The Contractor has to offer a minimum capacity of 75,000 MT per month under the Scope of Work during the period of Contract. The work as per the scope may spill beyond this period. However, minimum capacity is not to be construed as any guaranteed minimum monthly offer by TSPL. Monthly requisitioning and allocation to various Contractors shall be decided by TSPL.

**Note: Bids offering a quantity lower than the minimum quantity mentioned above shall be rejected being non-responsive.**

TSPL reserves the right to negotiate with the Bidders for each area (group of mines) (after reverse bidding) in consultation with PSPCL, as follows. After negotiations with L1 Bidder, discussion may be carried out with L2 and L3 Bidders in the order of their merit position

to match L1 rates. In case the L2 Bidder does not match the L1 price, no allocation will be given to L2, and subsequent discussion will be carried out with L3 to match the L1 price. However, if L2 matches the L1 rate, no subsequent discussion with L3 shall be carried out. When L2/L3 matches the L1 price, L1 Bidder from a given mine (s) will be given 100% of the monthly allocated quantity for the allocation of Coal up to 60,000 MT after furnishing of the requisite PBG. However, for monthly quantity allocation of more than 60,000 MT from cluster of mine(s), the quantity shall be distributed in the ratio of 70:30 between L1 & L2/L3 subject to minimum allocation of 60,000 MT to L1 Bidder. Furthermore, to minimize the shortfall in supply, the quantity allocated to L2/L3 will be either actual 30% of monthly allocation or nearest multiple of 4000, whichever is lower.

TSPL may allocate quantity to the Contractor over and above the minimum capacity declared by them after taking written consent of the Contractor. In case the L1 Bidder is not able to execute the additional quantity over and above the minimum offered quantity, TSPL at its discretion may transfer the additional quantity to L2/L3 Bidder at the L1 price in consultation with PSPCL.

Notwithstanding the above, Quantity earmarked for a Bidder will depend on continued satisfactory performance. In case the performance of a Bidder is not found satisfactory, then such Contractor's future monthly allocated quantity of Coal may be cancelled or reduced by any extent, and the same will be transferred to other Bidder at L1 price.

While the Bidders are bound to accept orders up to the offered quantity, TSPL at all the time can release PO(s) for quantity lower than minimum offered quantity. However, the minimum offered quantity shall not be constituted as the guaranteed minimum offered quantity.

## **12. BID VALIDITY**

The Bids submitted should be valid for a period of 180 days from the last date of submission of Bid.

## **13. BLACKLISTED BIDDERS/PARTIES**

- No bidder shall be allowed to participate in this Tender who has been blacklisted or debarred or with whom business dealings were suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries.

- No bidder shall be allowed to participate in this Tender whose sub-contractor, if any, has been blacklisted or debarred or with whom business dealings have been suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries.
- No bidder shall be allowed to gain any indirect entry through changing the entity name.
- The bidder for this Tender expressly warrants and represents that the bidder or its sub-contractor, if any, has not been blacklisted or debarred by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries in any manner whatsoever.
- The bidder for this Tender acknowledges and agrees that if, at any time during the term of this Agreement, the bidder or its sub-contractor, if any, is blacklisted or debarred or business dealing is suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries, it shall immediately notify the Company.
- The bidder for this Tender further acknowledges and agrees that if, at any time during the term of this Agreement, it is found by the Company that the bidder or its sub-contractor, if any, has been blacklisted or debarred or business dealing is suspended by any Government entity or by Vedanta and/or any of its subsidiaries, it shall be considered as a breach of the Agreement.
- The bidder for this Tender further acknowledges and agrees that in case of failure of the bidder/party to adhere to aforesaid sub-clauses of this clause, TSPL shall have the unqualified right to immediately terminate the Agreement without any entitlement to the bidder/party any amounts including but not limited to compensation or damages as a result of such termination. In addition, such bidder/party shall be liable for any damages or losses to the Company as a result of such failure by the bidder/party.

#### **14. CONTRACTOR PERFORMANCE EVALUATION**

Contractors Performance shall be evaluated periodically by TSPL through a Contractor Performance score card as specified hereunder. The Performance of the contractor shall be evaluated based on a scale of 0-100 score range subjected to criteria as laid down by TSPL. Evaluation of performance of the contractor under this contract shall be at the discretion of TSPL and will be final and binding to the contractor. Any score below 50 shall be treated as non-performance on the part of contractor and TSPL shall have the unqualified right to immediately terminate the Agreement without any entitlement to the Contractor any

amounts including but not limited to compensation or damages as a result of such termination. In addition, such Contractor shall be liable for any damages or losses to the Company as a result of such non-performance by the Contractor.

<b>Contractors Performance Score Card</b>										
<b>BP Performance Score Card</b>	<b>Audit month</b>									
<b>BP Name:</b>	<b>Work Area</b>	<b>RCR Services at SECL</b>								
<b>Parameters</b>	<b>Rating Procedure</b>									
	<b>Rating criteria</b>	<b>UO M</b>	<b>Rati ng</b>	<b>Fre q</b>	<b>Max Fig</b>	<b>Sco re</b>	<b>Out of 100</b>	<b>Weigh tage</b>	<b>Final Scor e</b>	<b>Perce ntage</b>
<b>Output KPIs</b>										
<b>Coordination with Coal Subsidiaries</b>	EIC report on Coordination			1	15		0%	15.00		<b>0%</b>
<b>Quality Delivered at TSPL</b>	Difference between loading and unloading end	Kcal/kg		1	20		0%	25.00		<b>0%</b>
<b>Delivery/Quantity</b>	As per TSPL Requirement	MT		1	20		0%	25.00		<b>0%</b>
<b>Deviations, Ethics and non-compliances</b>	As per Tender Document			1	25		0%	10.00		<b>0%</b>
<b>Documentation &amp; Communication</b>	As per Tender Document			1	10		0%	10.00		<b>0%</b>
<b>Safety</b>	As per Tender Document			1	10		0%	15.00		<b>0%</b>
<b>GRAND TOTAL</b>								<b>100.00</b>	<b>0.0</b>	<b>0%</b>

**VOLUME II: CONDITIONS OF CONTRACT**

## 1. DEFINITIONS

- (a) **“Bidder”** means the party who submits its Bid.
- (b) **“Bidding Document/ Bid Document”** includes all the documents listed in Clause 3 of Volume I.
- (c) **“Confidential Information”** means all information in which a party has the 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 the Contract, together with all the documents referred to therein, such as this Bidding Document, or amendments made thereof.
- (e) **“Contractor/ Successful Bidder/ Supplier/ Service Provider”** shall mean Party selected to perform the Work under the 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, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- (i) **“Local Currency”** means Indian Rupees.
- (j) **“MT/Ton/Tonne”** means Metric Tonne which is equivalent to 1000 Kg.
- (k) **“SECL”**: South Eastern Coalfield Limited.
- (l) **“Owner”** means TSPL or Talwandi Sabo Power Limited.
- (m) **“Party”** means TSPL or Bidder, as the case may be, and "Parties" means both of them.
- (n) **“Personnel”** means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (o) **“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.

- (p) **“Responsiveness”** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (q) **“Services/Works”** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Agreement or Contract.
- (r) **“TPA”** means any Third-party sampling agency as appointed by TSPL for sampling, preparation & analysis of coal lifted through RCR mode.
- (s) **“RCR”** shall mean consolidated work of coordination with any of the CIL Subsidiaries, Coal transportation from any of the CIL Subsidiaries (i.e. work of lifting of Coal and transportation of coal by road from mines to Railway sidings), coordination with Railways (i.e. arranging rakes, dispatches of coal from any Railway Sidings by loading of coal into railway wagons through own arrangement) and monitoring the movement of rakes up to the TSPL carried out under single/same Purchase Order/Work Order/contract/tender.
- (t) **“Consortium”** means a group of companies and/or organizations and/or firms responding as a Bidder.
- (u) **“Landed cost”** shall mean the cost incurred in Transportation of Coal from mines of Coal Company to TSPL Plant through Road cum Rail (RCR) mode including Road transportation charges, railway freight, tarpaulin charges and co-ordination charges as per the terms of the Bid Document.
- (v) **“RO/SO/DO”** shall mean the release order/sales order/ delivery order released by Coal Company.

## 2. **NOTICES**

2.1 Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, e-mail (e-mail shall be considered as delivered once received by the receiving party) or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

2.2 If a notice is delivered by hand or courier during normal business hours of the intended recipient, it shall be deemed to have been received at the time of delivery otherwise on the next

business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient.

2.3 All notices or other communications between the Parties shall be in the English language.

### **3. GOVERNING LAW AND DISPUTE RESOLUTION**

3.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of Punjab, India. Subject to clause 2.2 below the parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Contract.

3.2 Any dispute or difference whatsoever arising anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
- (ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be Mansa, Punjab.
- (iii) The award made in pursuance thereof shall be final and binding on the parties.

The right to arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.

3.3 It is clarified that the services under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by the Company.

#### **4. TAXES AND DUTIES**

The Contractor 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.

Bid Price is inclusive of all Taxes and Duties except GST (on the Invoice value as applicable on the Date of Invoice). Any future tax introduced and made payable by TSPL under its Statutory provisions in respect of the Contract shall be payable by TSPL. TDS shall be deducted as per applicable provisions of Income Tax Act, 1961 or its amendments or replacement statute. The Bidder would provide necessary documents and records to TSPL to enable TSPL to claim GST credit. All other changes in duties and taxes applicable on Contractor will be on Contractor's account.

#### **5. CHANGES IN LAW**

If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) but not later than 07 (seven) business days notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non- Indian Taxes.

## **6. 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.

## **7. PAYMENT TERMS**

Bills shall be submitted on monthly basis on rakes receipt at TSPL, for the raw coal transported, handling and coal loaded in rakes. The payment shall be released as per the procedure as follows:

TSPL will release payment of 100% of the Bill for each period as admissible, within 30 days from the date of receipt of bills along with TPA results (including available referee results). In case, TPA results not available, 80% payment shall be made & remaining shall be released after receipt of TPA results (including available referee results). The Company shall account for necessary deductions at the time of payment of 100% of the bill that may be on account of penalties, which shall be verified by TSPL based on supporting details/reports to be provided by the Contractor and internal documents.

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

These bills will be accompanied by statement showing R/R No. Invoice No. and the net weight GCV, etc. as the case may be. The proof of monthly GST paid by the bidder shall be submitted along with bills.

The payments shall be made directly to the Contractor by TSPL. The Contractor shall abide by all the statutory requirements like PAN registration, TIN No registration, GST Registration & procedures, etc. Further, Bidder shall be required to comply with the requirements as laid down by the Reserve Bank of India/Government of India from time to time.

## **8. PERIOD OF CONTRACT**

The Contract shall be for a period of 12 months effective from the date of issuance of

order.

## **9.CONTRACTOR'S OBLIGATION**

The Contractor shall conduct all activities mentioned in the Scope of Work as defined in Volume III of this Tender document with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, and in accordance with best industry practices. The Contractor shall be responsible for timely provision of all resources, information and decision making under its control that are necessary for the execution of the Contract. The Contractor 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 Contractor or his Personnel and from any illegal use of any resources by the Contractor. In particular, the Contractor 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 Contractor assumes primary responsibility for all the jobs for the execution of the Contract in accordance with the relevant provisions of this Bidding Document.

## **10. SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES**

10.1. The Service Provider represents and warrants that:

- a) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the Services as detailed in this Agreement and as may be necessary to perform its obligations hereunder in a professional manner.
- b) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- c) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- d) The execution, delivery and performance of this Agreement and all instruments or

addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

- e) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this agreement.
- f) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- g) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.
- h) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;
- i) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Service Provider shall not infringe the IPR of any third party;
- j) The Service Provider represents that there is no inquiry/ investigation pending by the police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Service Provider and/or to the Service Provider's employees;
- k) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies Company against all such liability.
- l) The Service Provider has sufficient resources available to respond to emergencies/

incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Company shall have no liability whatsoever.

10.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

## **11. FORCE MAJEURE**

11.1 For the purposes of this Agreement, "Force Majeure" means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.

Subject to clause 11.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 11.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 9 any direction, judgement, decree or any other order passed by any judicial/ quasi-judicial/ administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of

the Agreement (Force Majeure Events).

#### 11.2.1 FORCE MAJEURE EXCLUSIONS:

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

- a) unavailability, late delivery or changes in cost of machinery, equipment, materials, spareparts or consumables;
- b) prevailing weather conditions at the place of performance of the services/works, including during monsoon periods;
- c) failure or delay in performance by any Subcontractor;
- d) normal wear and tear or flaws in materials and equipment or breakdowns in equipment;
- e) any labour unrest/ strikes or any other event of the like nature caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence;

11.3 In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

11.4 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later



than three (3) business days give notice thereof to the other party.

11.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

## **12. INDEMNITY**

12.1 The Service Provider shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Supplier of its obligations under this Agreement.

12.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

12.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

12.4 Company shall have the right to retain/ withhold out of any payment, to be made to the Service Provider, an amount sufficient to indemnify it completely against any such third-party claims and all associated costs.

12.5 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Service

provider as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

### **13. LIMITATION OF LIABILITY**

**13.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.**

**13.2** The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.

### **14. CONFIDENTIALITY**

14.1 The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party. The foregoing restriction shall not apply in respect of information which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement, or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order or information which was already within the public domain or which was developed by either Party, independently of and without reference to the Confidential Information and the receiving party has evidence of such independent development. The provisions of this clause shall survive the expiry of termination of the Agreement for a period of 3 years.

14.2 The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The

decision of the Company will be final and binding on the Service Provider in this regard. The Service Provider shall use best endeavors to prevent the authorized disclosure of all the information hereunder. Where any information is required to be disclosed under Clause 13.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavors to limit the extent of any such disclosure.

## **15. 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.

## **16. SUSPENSION**

### **16.1 Suspension without Cause**

16.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract by giving a prior written notice to the Service Provider.

16.1.2 The Company shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 16.1.1.

### **16.2 Suspension Due to Default**

16.2.1 If the Service Provider is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 16.2.2, be entitled to immediately suspend the Services by written notice to the Service Provider until such time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.

16.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 16.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 16.2.1.

## **17. TERMINATION**

17.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:

- a) by a written notice to the Service Provider in case of any breach of the terms of this Agreement by Service Provider and has failed to remedy such breach within 30 days from receiving notice from the Company.
- b) if Service Provider (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets; The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement.
- c) if Service Provider is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Service Provider accrued prior to the date of such termination.

17.2 Notwithstanding anything contained herein to the contrary, the Company may

terminate all or part of this Agreement by one (1) month's written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

17.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (a) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

17.4. Upon termination, the sole liability of the Company towards the Service Provider under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Service Provider till the date of termination.

17.5. In the event of Service Provider's breach of its obligations hereunder, no payment shall be due by the Company in respect of such services under the Agreement/Company order.

17.6 The Contractor shall stop the performance of the Contract from the date of termination and hand over all the documents as desired by TSPL. However, the Contractor shall arrange to deliver the Coal lying in his custody to TSPL within 30 days from the day of Notice of Termination. TSPL has the right to hold BG and payment till the Coal is delivered. No consequential damages shall be payable by the Owner to the Contractor in the event of such termination.

## **18. COMPANY'S RIGHT ON TERMINATION FOR DEFAULT**

18.1 In case of a termination for default in terms of Clause 17, the Company shall have the right to have completed either by the Company Group or any other third party, the services that the Contractor would have been obliged to perform immediately prior to the termination ("Incomplete Works").

18.2 The Company shall be entitled to recover from the Contractor any additional cost incurred by the Company for procuring the services for the Incomplete Works which are in excess of the amount the Company would have paid the Contractor for the same work, had the Contract not been terminated, including all reasonable costs incurred by the

Company as a result of such termination (“Additional Costs”). The Company shall have the right to recover such Additional Costs either directly from the Contractor and/or by invocation of Performance Bank Guarantee and/or by deducting such Additional Costs from any monies due to or that becomes due to the Contractor under the Contract.

18.3 In addition, if such termination occurs prior to mobilization, then no advances, payments or fees of whatsoever nature shall be payable to the Contractor, or, if already paid by the Company, then any such advances, payments or fees shall be repaid by the Contractor to the Company.

### **19. CONSEQUENCES OF TERMINATION**

In the event of termination under any provision of this Contract, the Service Provider shall:

- a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Company, clear all unnecessary Service Provider’s Equipment and Service Provider’s Personnel from the Site;
- b) allow the Company all necessary rights of access to the Site to take over the Services (or relevant part thereof); and
- c) if, and to the extent, requested by the Company assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Service Provider may have entered into or acquired.

### **20. SPLITTING OF WORK**

TSPL reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons at the price matching with L1 Price. TSPL will not entertain any claim from any Contractor as a result of such splitting up.

TSPL also reserves the rights to exclude/include any item of work from the Scope of Contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Contractor’s cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

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

No alterations, amendments, omissions, additions, suspensions or variations in the Scope of Work (hereinafter referred to as "variation" in the work) shall be made by the Contractor except as directed in writing by TSPL in connection with the Contract. However, TSPL shall have the full power, subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor 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 Contractor, if carried out, prevent the Contractor from fulfilling any of its obligations or guarantee under the Contract, the Contractor 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, occurring 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 CONTRACT, 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 have been given in writing by TSPL.

## **22. BANKRUPTCY**

If the Contractor commits any action of bankruptcy or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceedings, except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate on Contractor 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 Contractor 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 be exercised, the Contract may be terminated by TSPL by notice in writing to the Contractor and the same power and provisions reserved to TSPL on the last proceeding clause, of taking the work out of the Contractor's hands, shall immediately become operative.

### **23. RISK PURCHASE**

In the event of any failure on Supplier's 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/Contractor; or
- c) Cancel the Contract and get the Material/Equipment / Goods from any other agency at the risk and cost of the Supplier/Contractor.

### **24. LEGAL COMPLIANCE**

The bidder shall ensure that his execution of the Contract as well as the facility provided by him has been complied with 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.

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. The bidder shall be responsible for observing all statutory laws in respect of Contract labor engaged by him.

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

The Contractor has to comply with safety, human rights and environmental requirements during the performance of the Contract.

### **26. REPORTING**

- a. Contractor will submit report on daily coal lifting from Mines, Rakes loaded, coal shifted to Railway Siding and other information as required on daily basis through E-mail, SMS, etc.
- b. Contractor will submit a list of 2 persons designated as Single Point Contact (SPOC) with Mobile no. and e-mail addresses for follow up with TSPL on daily basis along with Employee list, designation, qualification, etc.



c. If any of the person designated as SPOC leaves in between the Contract period, same will be replaced immediately within a period of 30 days.

## 27. **BUSINESS ETHICS**

- The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at <https://www.tsplindia.co/wp-content/uploads/2019/04/TSPL-Suppliers-Code-of-Conduct-12-10-2018-1.pdf>), the Company's Human Rights Policy (a copy of which is available at <https://www.tsplindia.co/wp-content/uploads/2019/04/06-TSPL-Human-Rights-Policy-27-Jan-20.pdf>), including the Modern Slavery Act 2015 as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under this clause.
- The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

- Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination in case, it is found that the Service Provider has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.
- If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head- Management Assurance at the following address:

Group Head – Management Assurance, Vedanta, 75 Nehru Road Vile Parle (E), Mumbai 400099 ‘Complaints’ can also be sent to the designated e-mail id: [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in)

## **28. GENERAL LEGAL PROVISIONS**

28.1 The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

28.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

28.3 This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements, correspondences or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider’s quotation, acknowledgement or acceptance of the Agreement, specification or similar document

will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

28.4 No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

28.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership, a joint venture, an association or a relationship of employer and employee, principal and agent or master and servant between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

28.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

28.7 The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

28.8 The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.]

28.9 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

28.10 The provisions of this Agreement are solely for the benefit of the Parties. No

other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

**28.11** The terms and conditions mentioned in the whole agreement shall be read in conjunction with the standard terms and agreements mentioned in **Annexure -C Standard Terms and Conditions.**

## **APPENDIX- A: SUPPLIER CODE OF CONDUCT**

This Supplier Code of Conduct is applicable to all ‘Suppliers’ globally. ‘Supplier’ here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ Contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions (“Vedanta”).

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta’s commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations’ Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

### **LABOUR & HUMAN RIGHTS**

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company’s Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they

have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.

- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/employees.

### **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or Contract at the company site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

### **BUSINESS INTEGRITY**

#### **Anti-Bribery:**

- The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:
- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.

- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under Contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

**Unfair Trade Practices:**

Supplier shall desist from any unfair or anti-competitive trade practices.

**REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM**

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

- **INTELLECTUAL PROPERTY**

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-Contracting, sharing of confidential information should be made with the consent of Vedanta.

- **THIRD PARTY REPRESENTATION**

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

- **PROHIBITION ON INSIDER TRADING**

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

- **SUPPLIER'S COMPLIANCE COMMITMENT**

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behavior by



the Supplier relating to its dealings with Vedanta, or any known or suspected improper behavior by Vedanta employees.

Please contact the concerned Chief Commercial officer / Company Secretary if you have any questions about this Code.

**VOLUME III: TECHNICAL SPECIFICATION & SCOPE OF WORK**

## **1. SCOPE OF WORK**

Talwandi Sabo Power Limited (TSPL) intends to procure an estimated quantity of 6 Lakh MT of Coal through Road-Cum-Rail mode basis, as and when offered by SECL. The actual quantity may vary up to any extent as per TSPL requirement. The quantity may be requisitioned through multiple DO/SO. The Contractor should complete lifting Coal within the period specified in the Delivery Order (DO) / Sale Order (SO) by SECL.

The Scope of Work under this Tender specification covers the job from lifting & transportation of coal from colliery to Siding, indenting, loading into Rakes, Monitoring of Rakes and transportation of the coal to Talwandi Sabo Power Limited, District-Mansa, Punjab by Rail. Coal being the vital input, ensuring uninterrupted supplies as per Quantity and Quality requirements is the essence of services to be rendered by the Contractor. SECL may allocate coal in future from any coal mines based on availability by Road mode for which this Tender is released. Details of works & responsibilities of the Contractor are as under:

The Contractor to ensure release of Delivery Order and obtain Delivery schedule for placement of trucks, on behalf of TSPL at Colliery loading point to receive and transport the Coal.

1. Billed quantity by SECL as mentioned in the Coal Bill will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from SECL at his Site and shall be responsible for the Quantity measurement, i.e., weighment of Raw Coal supplied by SECL to the Contractor and will authenticate/sign the Weighment sheets in token of Quantity received.
2. Contractor to get the right quality of Raw Coal from SECL as the Notified/Declared Grade of colliery. In case raw coal sampling and analysis is carried out by TPA, then the TPA declared Grade of raw coal & afterwards Referee analysis (if done) will be considered as the Grade of raw coal delivered by SECL to the Bidder.

3. The Contractor will ensure boulders, stones & shales are not loaded into rakes and trucks.
4. Coal as lifted from the Collieries shall be transported/shifted to the Siding by the Contractor as per Delivery Order released by SECL.
5. The Contractor will adhere to the Guaranteed GCV ARB & other terms.
6. The Contractor to ensure that the coal offered by the coal company & the coal loaded in the wagons for TSPL should not be more than -250 mm.
7. The Contractor to ensure timely permission/clearances for transportation of raw coal from the State Mining Department. The Contractor to ensure allotment of rakes/wagons for transportation of Coal to TSPL.
8. The Contractor shall submit the E-Demand and Indent charges. It will be the responsibility of Contractor to place Indent.
9. The Contractor shall ensure that the Wagons loaded are not in a damaged condition.
10. The Contractor shall ensure issue of RRs from the Railways authorities and shall deliver the same to the TSPL Power Plant authorities by fax, soft copy through Scan and original through courier at the earliest possible in such a way that all RRs for previous month are available with TSPL by 15<sup>th</sup> of next month.
11. The Contractor may deploy his staff/representative to witnessing the weighment, sampling and analysis of raw coal at TSPL Power Plant through real time CCTV footage at place designated by TSPL. A copy of weighment sheets of each rake shall be provided to the representative of Contractor after weighment. Analysis results of each rake shall be provided to the Contractor representative after the analysis is complete. Quality analysis results shall be provided by 7<sup>th</sup> of next month. In case of dispute, bidder can intimate to TSPL within 3 working days from the date of test report notified and referee part can be taken out & will be tested in any reputed NABL accredited Independent Inspection Agency in the presence of bidder. The referee part will be discarded within 30 days from the date of

referee sample preserved. The un-loading end weighment sheet and joint analysis results referee results for the rakes received at TSPL in a particular month shall be the basis for raising invoices by the bidder for payment purpose.

12. The Contractor shall take all measures to avoid diversion of rakes/wagons en-route. The Contractor shall ensure that matched delivery to be made by Railways within 6 months for such diverted rakes. If it is not done in 6 months' time, then the equivalent amount of Landed Cost of Coal to TSPL will be withheld from running bills till the issue is settled.
13. The cost of Raw Coal including taxes and duties and Railways Freight including all taxes, duties and other charges as per RR in full shall be deposited by TSPL. Any changes in Railways Freight/Policies related to Railways freight at any point of time imposed by Indian Railways during tenure of the said tender/Contract shall be paid by SPL at actuals as per RR.
14. Rakes shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's amount.
15. The Contractor shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, Rail, etc.
16. It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery TSPL, Mansa.
17. In order to have up to date information about lifting, loading, dispatch, movement of coal rake and expected placement, Contractor shall provide update to TSPL:
  - Quantity of Coal lifted from Mines on daily basis.
  - Rakes loaded and details of RRs on each rake basis.
  - Expected loading of Rake on daily basis.
18. Safekeeping & responsibility to store, move the material prudently as per best utility practice is the sole responsibility of the Bidder. Bidder shall be solely responsible for all the Quantity lifted till the same is delivered to TSPL Plant site and Bidder to take all necessary steps and precautions as per prudent industry practice for the same.

19. The Contractor 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 the Contract.
20. TSPL personnel will have the access to storage and loading premise at all time. TSPL can conduct Physical Verification (PV) at TSPL coal stock lying in Contractor's custody. Contractor to follow up for the same & provide demarcation of TSPL's Coal.
21. Contractor to ensure that no oversized coal is loaded while loading of the rakes.
22. TSPL can depute own sampling agency at siding for its own satisfaction. TSPL is not bound to share results of the same with Contractor & results will have no Commercial impact.
23. Service provider will ensure that by doing all necessary & relevant activities as required to be done for completion of Scope of Work, TSPL gets its coal from any of the Railway siding of SECL till the validity of the Contract. In this regard, signing of any Tripartite Agreement, issuance of Indemnity Bond as required by Coal Company shall be done by TSPL. However, the necessary changes w.r.t. siding agreement (on actuals) handling & loading of coal through this siding, any other statutory or Govt. authority requirement to be borne & complied by the Service Provider.
24. Any permission requirement from the Pollution Control Board (PCB) of the respective State or Rules & Regulations as stipulated by the Government for handling/transportation/storage or any other activity shall be in Scope of the Bidder.

The Scope of Work has been detailed as above but in case any items are 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.

## **2. SCOPE FOR TARPAULIN COVERING**

The scope of work includes but is not limited to

- a. Covering of loaded wagons of TSPL coal rakes with good quality tarpaulin & ropes

for covering after completion of loading as per Railway standards/TSPL requirements & after prior consent taken from TSPL by email. Tarpaulin of GSM greater than 80 need to be used/quoted by the parties as the distance between coal mines & TSPL Plant is more than 1000 Kms.

- b. Damaged/torn tarpaulins & ropes shall not be used.
- c. The Contractor shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
- d. The Contractor shall provide an adequate size of tarpaulin for full covering of wagons on top side.
- e. Supply of Tarpaulin shall be on a returnable basis. Price bid by bidders to be given considering return of tarpaulins.
- f. Service provider to follow and fulfil safety compliances to ensure safety of resources and workers deployed for covering tarpaulin at coal rakes. Service provider to issue all necessary equipment and PPEs to ensure safety. If service provider fails in following safety compliance and avoiding any harm/accidents at loading point during the practice, TSPL will not be responsible and TSPL may terminate the Contract at the same instance.
- g. Service provider to comply all necessary requirements by any Statutory bodies including Pollution Control Board, Government authority, Indian Railway or any other agency as required.
- h. Cost of mobilization & de-mobilization of tarpaulins, manpower etc. shall be in the Contractor's Scope.
- i. Lodging, boarding and conveyance of workmen shall be in the Contractor's scope.
- j. The Owner shall not be responsible for any damage, loss or pilferage of tarpaulin during handling at the loading/unloading point or during transit.
- k. The Contractor shall ensure removal of used/unused/excess tarpaulins from the loading / unloading point.

25.1. Any penalty levied by SECL or any other agency for non- covering of the rakes shall be borne by the service provider to the extent to Contract value of the charge of tarpaulin covering from this Contract.

**\*\*\*Note:**

- **Contractor shall well in advance intimate TSPL before start of covering of wagons with Tarpaulin for transportation of coal to TSPL Power Plant and only start covering of wagons after prior consent is received from TSPL by email/letter.**

**3. PRICE & PRICE BASIS & ITS EFFECTIVENES:**

3.1 The Bidder shall quote its most competitive prices for the Scope of work in the price bid format (Annexure -I). Any quantity which is allocated during the contract period but not delivered during the contract period will be executed at the price applicable for the specific contract period along with the same terms & conditions under the contract.

**3.2 Price variation**

The prices shall remain fixed and binding on the Bidder and shall not be subject to any change for any reason whatsoever during the term of the Contract until the entire allocated Coal quantity is received at the TSPL Power Plant, except for the following:

**i) Diesel Price Variation:**

No adjustment will be made to the road transportation charges for the diesel price hike or reduction up to +/- Rs 5.00 per liter from the base diesel price i.e., diesel price at respective district of allocated mine as on the last date of bid submission. In case of diesel price variation (calculated based on price as on 1st of the respective month) in a month is more than +/- Rs.5.00 per liter, then adjustment to the road transportation charges shall be made as under:

$$P1 = P0 \times (0.60 + 0.40 \times (D1/D0))$$

P1 = Revised Road transportation rate in Rs/MT applicable for the respective month

P0 = Road transportation rate in Rs/MT discovered through bidding process

D1 = Diesel rate per liter applicable on 1<sup>st</sup> day of the respective month



D0 = Diesel rate per liter applicable on the last date of Bid Submission

Note: District wise Diesel Price for every 1<sup>st</sup> day of the month to be considered as per prices updated in given link (<https://www.mypetrolprice.com>)

Diesel price variation shall be applicable on monthly basis. The revised road transportation charges shall remain firm & binding for the respective month.

**Example-1:**

Let us say, P0 = Rs 540 per MT, D0 = Rs 94.12 per liter,

D1 = Diesel price on 1<sup>st</sup> day of the respective month of respective district = Rs 99.14 per liter

$$D1-D0 = 99.14 - 94.12 = 5.02 > 5.00$$

The revised road transportation rate in Rs/MT for the respective month shall be:

$$P1 = P0 \times (0.60 + 0.40 \times (D1/D0))$$

$$= 540 \times (0.60 + 0.40 \times (99.14/94.12)) = 551.52 \text{ per MT}$$

**Example-2:**

Let us say, P0 = Rs 540 per MT, D0 = Rs 94.12 per liter,

D1 = Diesel price on 1<sup>st</sup> day of the respective month of respective district = Rs 96.62 per liter

$$D1-D0 = 96.62 - 94.12 = 2.50 < 5.00$$

No change in road transportation change for the respective month.

ii) Statutory variations (increase or decrease) on account of the change in statutory taxes & duties, change in base railway freight on a Train load basis in FOIS, on introduction of any new tax, withdrawal, or modification of any tax shall be passed through to TSPL during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

3.3 The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any

increase in cost shall be entertained on any account except in terms of clause 2.2 above.

#### **4. QUANTITY**

The weighment of Coal will be done on In-motion Weigh Bridge installed at TSPL. Quantity received at TSPL weighbridge (after TM correction) will be considered as TSPL receipt quantity. The Contractor shall have the right to witness the weighment through real time CCTV footage. However, in case In-motion Weigh Bridge of TSPL goes defective, or not working, then RR weight, after TM correction will be considered as TSPL receipt quantity.

As such the Contractor is to take care and to make necessary arrangement, so that diversion of Coal doesn't take place.

The Coal will be dispatched generally as per the sequence of DO lifting. The Composition of quantity in a rake against a DO will be communicated by the contractor at the time of rake loading forestablishing a relationship between input & output quantity & Quality in FIFO (First In First Out Method). Bidder(s) are expected to keep the coal available through different DOs separately.

Reconciliation will be done on quarterly basis based on available TPA/Referee results at that time.

#### **5. QUALITY**

TPA shall do Joint Sampling, Analysis and Testing of Raw Coal loaded from Mines.

Sample collection (TM sample & final sample) & preparation at the loading end as per relevant standard will be done by TPA as per Tripartite Agreement signed between SECL, TSPL & TPA. Sample Collection & Preparation Process to be witnessed by the bidder's representative.

In case, any TPA doesn't undertake the work of sampling & analysis at the loading end, then the grade analyzed through joint sampling & analysis by SECL/SECL Representative agency & TSPL/TSPL representative agency (Or Contractor, if TSPL

Directs the contractor for the same) will be considered as Quality delivered by SECL to the Bidder. (Subject to approval by PSPCL)

In case TPA sampling not done for any day, from a source for any reason, the weighted average of the most recent results available in any preceding/succeeding month against respective source and grade shall be adopted for such dispatches for which samples were not collected. TSPL/SECL reserves the right to protest/ referee challenge the results declared by TPA for raw coal lifted by the Contractor under this Contract without any reference to the contractor. The referee results thus received shall be considered as final for all commercial purposes.

**6. Damages for loss on account of GCV lower than Guaranteed GCV (ARB)**

GCV Damages for loss shall be calculated on a monthly basis. Loss due to reduction in GCV shall be computed based on difference between weighted average GCV (ARB) of loading end as declared by TPA/Joint Sampling (as a case may be) [Guaranteed GCV (ARB)] and weighted average GCV-ARB determined at TSPL plant end for monthly received quantity.

$$\text{GCV (ARB)} = \{(100 - \text{TM}\%) / (100 - \text{Eq. Moisture})\} \times \text{Eq. GCV}$$

Where,

Eq. Moisture is Equilibrated Moisture as per TPA/Joint Sampling (As a case may be)/TSPL results.

Eq. GCV is Equilibrated GCV as per TPA/Joint Sampling (As a case may be)/TSPL results.

TM is total moisture as per TPA/Joint Sampling (As a case may be)/TSPL results.

In case the Monthly Weighted average GCV (ARB) received at TSPL is lower than [Guaranteed GCV (ARB)] beyond 70 kcal/kg, then damages shall be applicable as follows:

- If GCV (ARB) received at TSPL is lower by 70 kcal/kg till 200 kcal/kg than [Guaranteed GCV (ARB)]:

For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 0.50 PMT.

- If GCV (ARB) received at TSPL is lower by 200 kcal/kg till 300 kcal/kg than [Guaranteed GCV (ARB)]:

For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.00 PMT.

- If GCV (ARB) received at TSPL is lower by 300 kcal/kg and beyond than [Guaranteed GCV (ARB)]:

For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.25 PMT.

**The above penalty will be applied as per the methodology of income tax slab.**

TSPL monthly receipt quantity as per net weight of In-motion weighbridge after TM Correction (as per vol. III clause 6) correction will be considered as quantity for billing purpose of this clause.

For Example:

Quantity Delivered: 1000 MT

TPA Reported GCV (ARB) : 4000

Kcal/Kg TSPL Received GCV (ARB) :

3670 Kcal/Kg

Conditions	Diff. in GCV ARB	Penalty Rate	Penalty Amount
			Nil
For first 70 Kcal/Kg	70	Nil	
From 71 Kcal/kg to 200 Kcal/kg	130	0.50	65,000
From 201 Kcal/kg to 300 Kcal/kg	100	1.00	100000
More than 301Kcal/kg	30	1.25	37,500
Total			2,02,500

**Notes:**

- **Scenario -1:** In case of coal quality TPSA reports for the entire lifted quantity is available.

The available reports will be considered for that month for deriving weighted average parameters.

- **Scenario -2:** In case of coal quality reports for 100% lifted quantity of the month is not available.

Then the weighted average of the quality parameters of the available reports shall be applicable for which TPA reports are not available.

- **Scenario 3:** In case of unavailability of TPSA, Joint Sampling shall be carried out by TSPL and Coal Company,

In case of joint sampling (as approved by PSPCL) the reports issued by coal companies shall be considered for all computation purposes.

- **Scenario 4:** In the event that no sample is collected either by TPSA or through joint sampling.

In case of non-availability of either TPA or joint sampling by coal company the weighted average of the most recent results available against respective source and grade shall be adopted for such dispatches for which samples were not collected.

- **Scenario 5:** In the event that no sample is collected either by TPSA or through joint sampling, and no preceding month reports is available of the lifted quantity.

Then the midpoint of the billed grade GCV by the Mine reduced by 300 Kcal/kg, shall be considered as final for all computation purposes.

**Scenario 6:** In case, Coal in a rake is sourced from multiple mines/grades, loading end TM% & GCV(ARB) shall be computed on a proportionate weighted average basis.

**7. Damages for loss on account of Excess TM% (Excess TM adjustment)**

**Guaranteed TM for Coal received in a month:** Monthly weighted average TM% of raw coal as per TPA/ Joint Sampling (As a case may be).

In case the weighted average of Total Moisture (ARB) of Coal received in a month exceeds the Guaranteed TM, then the adjustment in weight shall be done on pro-rata basis, i.e., the weight of coal received shall be reduced by the same percentage by

which the total moisture in coal received at TSPL exceeds Guaranteed TM (ARB).

In Case of Weighted average of Total Moisture (ARB) of coal received in a month is less than the Guaranteed TM, Then TM Adjusted weight shall be equal to TSPL received weight of the coal.

The Weight correction for higher Total Moisture (ARB) of Coal received at TSPL shall be worked out as under:

Weight Correction (MT) Quantity=

$(\text{TM (ARB) of Coal received} - \text{Guaranteed TM ARB of Coal received}) \times \text{Coal received in month}/100$

For Example:

Weighted average TM (ARB) % of coal received in month is 17,

Guaranteed TM in % (ARB) of Coal received = weighted average TPA TM i.e. 14,

Coal received in the month as per TSPL in-motion weighbridge = 3000 MT

Weight correction (MT) quantity =  $(17-14)/100 \times 3000$

= 90 MT

The coal quantity of the month for which payment shall be made shall be worked out from the coal quantity received less the weight correction. Railway freight for the corrected quantity shall be recovered from the Contractor.

Where, Railway freight is  $(\text{Total freight} / \text{RR Quantity})$  as mentioned in Railway Receipt.

**Notes:**

- **Scenario -1:** In case of coal quality TPA reports for the entire lifted quantity is available.

The available reports will be considered for that month for deriving weighted average parameters.

- **Scenario -2:** In case of coal quality reports for 100% lifted quantity of the month is not available.

Then the weighted average of the quality parameters of the available reports shall be applicable for which TPA reports are not available.

- **Scenario 3:** In case of unavailability of TPSA, Joint Sampling shall be carried out by TSPL and Coal Company,  
In case of joint sampling (as approved by PSPCL) the reports issued by coal companies shall be considered for all computation purposes.
- **Scenario 4:** In the event that no sample is collected either by TPSA or through joint sampling.  
In case of non-availability of either TPA or joint sampling by coal company the weighted average of the most recent results available against respective source and grade shall be adopted for such dispatches for which samples were not collected.
- **Scenario 6:** In case, Coal in a rake is sourced from multiple mines/grades, loading end TM% shall be computed on a proportionate weighted average basis.

**8. Damages for deviation/Railway Freight recovery due to High TM%**

Railway freight recovery will be done on High TM received on Monthly weighted average basis. For Example:

A: Total TSPL received weight = 100 MT

B: A after Excess TM adjustment: 98 MT

C. Freight PMT = Railway notified freight + applicable taxes including GST = INR 100 PMT

D: Incremental Railway freight incurred by TSPL & to be recovered (D) = (A-B) x C  
.i.e., (100-98) X 100 = 2X100= INR 200/-

In case  $D \leq 0$ , there will be no obligation of either of Party on account of this Clause.

**9. Damages for loss on lapsed quantity of Coal**

The Contractor will materialize 100% quantity of the Delivery Order within the stipulated time and in case if the said quantity is lapsed, then Damages for loss for the lapsed quantity will be 15% of the Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal of that DO.

Further in case, DO quantity gets lapsed/not lifted by the bidder due to reasons beyond the control of the bidder, then the Damages on deviation shall not be loaded on the bidder on submission of documentary proof towards the same to the

satisfaction of TSPL.

No penalty on Contractor on account of lapse if lifting & delivery is stopped by TSPL due to any reason.

Example:

Quantity allotted in a month:

100 MT

Actual quantity lifted: 80 MT

Quantity lapsed: 20 MT

Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal: INR

40 Damages due to lapsed quantity:  $(40 \times 20) * 15\% = \text{INR } 120/-$

Nonetheless, no penalty shall be imposed on the Contractor for the following events:

- a. TSPL instructs the Contractor in writing not to lift the Coal for reasons including but not limited to inferior coal quality, limited availability to coal at mine, operational restrictions at TSPL plant end etc.
- b. Delay from TSPL side in issuing Purchase Order and authorization to the Contractor to lift quantity on TSPL behalf.
- c. Lower lifting due to non-availability of rakes. In this case, enough indents must be placed by the Contractor and rigorous efforts/co-ordination with the railway to be made for early placement of rakes.
- d. Force Majeure Event (as per clause no. 11 of Volume- II).
- e. Non-availability of mining pass/permit or any other statutory permission required by Coal company/railways.
- f. Law & order problems at mine end/loading area.
- g. Infrastructure constraint at the mine end in lifting and transporting coal.

**10. Damages for loss on Under-loading and Over-loading charges imposed by Railways for Coal rake**

This penalty shall be applicable on Rake-to-Rake basis as per the following:

Penal freight on account of overloading of the wagons/rakes if charged by the Railways at any time then 50% penal freight (i.e., PCLA, ENHC, POL1, POL2, SD, DS, PCS, ST etc.



as mentioned in RR) shall be borne by the Contractor. For Example:

Overload quantity in a rake is 10

MT POL 1 charged in RR is

30,000 INR POL2 charged in RR

is 20,000 INR PCLA charged in

RR is 10,000 INR ENHC charged

in RR is 10,000 INR

ST, DS, PCS, SD etc. charged in RR is 10,000 INR

Total Overloading Penalty is 80,000 INR

GST charges@5% on overloading penalty is 4,000 INR

Total overloading penalty including GST is 84,000 INR

50% of overloading charges is 42,000 INR.

It is clarified that sometimes the overloading charges are mentioned as Miscellaneous charges in the RR.

The Contractor shall endeavor to minimize under loading charges/dead freight.

**Case 1.** In case difference between Chargeable weight & RR Net weight is less than 30 MT, then no damages on account of underloading shall be applicable,

**Case 2.** In case difference between Chargeable weight & RR Net weight is more than 30 MT then the penalty shall be imposed for incremental quantity & the same will be borne by Contractor.

Underloading charges for the Rake: Freight per Tonne x ((Chargeable Weight - RR Weight+Overloading qty)-30).

Where Freight per tonne is Total Freight at actual/ Actual/Sender Weight as mentioned in RR For Example:

Chargeable weight: 4000 MT

RR Weight: 3950 MT

Overloading Quantity: 10 MT

Freight per tonne as per RR (i.e. Total freight /RR Quantity): INR 100/-

The Damages for Underloading is:  $100 \times ((4000 - 3950 + 10) - 30)$

$= 100 \times (60 - 30) = 100 \times 30$  i.e. INR 3,000/-

**11. Damages for loss on Raw Coal shortfall quantity**

Recovery of Coal value for the Coal shortfall quantity for the entire quantity of the issued DO(s) under the Contract shall be computed at the time of final settlement of the Contract as per the following:

**Shortfall Quantity = Total Lifted quantity - Total quantity delivered at TSPL**

In case the shortfall quantity is less than One rake quantity (4000 MT) of the quantity to be delivered by Contractor, then damages at the rate of 1.1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

In case the shortfall quantity is more than One rake quantity (4000 MT) of the quantity to be delivered by Contractor, then damages at the rate of 1.5 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

TSPL will not be responsible for coal lying on which Coal value has been deducted as part of Contract. This shall not come under capping and recoverable at actual.

**12. Damages for loss due to foreign material and oversized coal**

Any foreign material like plastic tarpaulin, sand, stones, bajri, tramp iron pieces, concrete block, wooden piece, metal sheet/wire etc. and oversized coal shall not to be loaded into the wagons failing which Damages for loss of INR 50 PMT on the particular rake shall be deducted from the Contractor. Assessment of foreign material/oversized coal shall be done by visual inspection and to be informed to contractor through message/email communication/GPS enabled photographs.

For Example:

Foreign material received in no. of rakes in a month is 3

1 rake quantity assumed =4000 MT (will be taken actuals based on TSPL in motion weighbridge quantity)

Damages for loss due to foreign material is 50X3X4000= 6,00,000 INR

**13. Liquidated Damages**

The Contractor should place the indent for rakes not later than 3 days after lifting of quantity equivalent to one rake (approximately 4000 MT). Indents may also be

placed in advance, if feasible.

<b>Time period for dispatches</b>	<b>Penalty</b>
a. Zero date	After lifting of the quantity of Coal equivalent to one rake (~4000 MT)
b. First 7 days after zero date	Nil penalty
c. > 7 and <= 14 days from Zero date.	0.5% of basic (notified) price of Coal per week delay (on pro-rata basis).
d. > 14 and <=21 days from zero date	1% of basic (notified) price of Coal per week delay (on pro-rata basis).
e. >21 and <=28 days from zero date	1.5% of basic (notified) price of Coal per week delay (on pro-rata basis).
f. > 28 days from Zero dates.	2% of the base price of Coal per week delay (on pro-rata basis).

\*

**Notes:**

- a) In case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for dispatch of Coal subject to the Contractor producing documentary proof of the same from the railway authorities.
- b) The Contractor will ensure that there is no discrimination against TSPL in dispatch of rakes.
- c) The contract shall provide the copy of indents as a proof of placement of indents to TSPL.
- d) This clause is not applicable in the case dispatches are regulated (delayed dispatch) by TSPL due to any reason.
- e) The above LD shall be computed with a nominal rake quantity of 4000 MT/rake.
- f) No LD for delayed dispatch shall be applicable for retaining part rake quantity, unless and until the quantity available at siding reached 4000 MT for dispatches.
- g) Zero date shall mean after liftin of coal equivalent to one rake quantity (~ 4000 MT).

**14. LOADING POINT DEMURRAGE**

Any Demurrage charges levied by Railways at rake loading end shall be borne by

the Contractor. In case the same is imposed by Railways in TSPL's RR, the same shall be recovered from Contractor's Bills.

i.e., '100% of demurrage charges in RR (i.e., TC charges mentioned in RR) will be recovered from contractor.

**15. Cap on Penalties**

The Monthly Cap on Penalties shall be 50% of monthly service charges with taxes (GST) for respective month for Damages for loss on lapsed quantity, Liquidated Damages, Damage for loss on account of GCV lower than Guaranteed GCV, Damages for loss due to foreign material/Oversized Coal & Underloading, Overloading for Coal Rakes.

<< To be submitted on the letter head of the company submitting the bid >>

**ANNEXURE-I : PRICE BID FORMAT**

Bidder is required to give his firm parameters in the format as given below:

Line-Item No.	Area	Mines	Railways Loading siding with siding code	Road Transportation charge (INR PMT)	Applicable GST on Road Transportation Charges (%)	Road Transportation Charges inclusive of GST (INR PMT)	Coordination Charges with CIL/IR (INR PMT)	Coordination Charges with CIL/IR inclusive of GST (INR PMT)	Rail Distance from Railway siding to TSPL	Railway Freight as per FOIS for TSPL with GST (INR PMT)	Landed Cost at TSPL
				<b>A</b>		<b>B</b>	<b>C</b>	<b>D</b>		<b>E</b>	<b>F= B + D + E</b>
1	Dipka	Dipka OC									
2	Gevra	Gevra OC									
3	Kusmunda	Kusmunda OC									
4	Korba	Manikpur OC Bagdeva UG, Balgi 1&2 UG Dheliwadih UG Rajgamar 4&5 UG Rajgamar 6&7 UG									

		Singh ati 1&2 UG Surak achha r (Main ) UG Surak accha r (3&4 ) UG Sarai pali OC									
5	Raigarh	Baro ud OC Expa nsion , Jamp ali OC, Bijari OC, Gare Palm a IV/2 &3 OC, Chhal OC									
6	Bishrampur, Bhatgaon, Baikunthpur	Amer a OC, Amga on OC, Balra mpur UG, Gayat ri UG, Kum da									

		7&8 UG, Reha r UG, Ketki, Churc ha RO UG, Jhilim ili UG, Katko na 1&2 UG, Pand avpar a UG, Maha n ll OC, Jagan nathp ur OC, Shiva ni UG, Nawa para, Bhatg aon UG, Maha maya OCP								
7	Sohagpur	Amlai OC, Dhan puri OC, Shard a OC, Bang war UG, Dami ni UG,								

		Khairaha UG, Rajendra UG									
8	Johila	Kanchan OC, Nowrozabad (West) UG, Pali UG, Piparia UG, Umaria UG, Vindhya UG									
9	Chirmiri Jamuna & Kotma Hasdeo	Chirmiri OC, Kurasia UG, Chirmiri UG, NCPH UG, Rani Atari UG, Vijay West UG, Amadand OC, Barta rai / Amadand UG,									



		Bhad ra 7&8 UG (Nara yan), Jamu na 1&2 UG, Jamu na 9&10 UG, Meer a UG, Bahe raban d P/M UG, Bijuri UG, Haldi bari UG, Jhiria UG, Kapil dhara UG, Kurja UG, Rajna gar RO UG, West JKD UG								
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Invoice shall be raised by the bidder by applying applicable GST at the time of billing.

Note: TSPL reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSPL site. Party can bid for minimum 75,000 MT of raw coal per month.

**Note:**

- If, at any time, the wagon(s)/rake(s) are required to be covered by Tarpaulin as per the Scope of work in **Annexure -A**, then Tarpaulin Charges (A) Rs 13.48 per Metric Tonne plus applicable GST, shall be paid extra by TSPL for the payable quantity. The current applicable GST on Tarpaulin covering is 18%.
- The Bids will be evaluated on the landed price of mine wise Coal Rs. /MT (Incl. of GST) basis received at the TSPL (B+D+E).
- Base Railway Freight on train load basis (Including GST & OTC, if applicable). Any other charges including but not limited to co-user charges, shall be in Contractor's scope.
- In case of any mismatch/deviation in the Price Bid filled by the Bidders towards railway freight (D) and the freight as per FOIS, then the respective line item of the Bid shall be rejected.
- As per GST Act 2017, for services provided by GTA (Goods Transport Agency), GST on Road Transportation Charges will be paid directly by TSPL to Govt. a/c under the reverse charge mechanism @5%, and TSPL may ask the Contractor for submission of consignment note.
- Bidders must indicate the applicable GST rate for Road Transportation Charges in the above format.

a. In case the Bidder is GTA and has opted for depositing GST under forward charge, a declaration to be given by the Bidder as per Annexure-VI along with a copy of Bidder's declaration form submitted to the Jurisdictional GST Authority for FY 2023-24. In absence of aforementioned documents, the GST @5% on Road Transportation Charges shall be paid directly by TSPL under the Reverse Charge Mechanism (RCM). Any loss suffered by TSPL due to wrong declaration/ mis-statement/ misrepresentation by the Bidder shall be recovered from the Bidder or to be borne by the Bidder and Bidder shall be fully responsible for the same. Bidders shall fully indemnify TSPL in all respects related to this.

b. In case the Bidder is non-GTA, then Bidder(s) must indicate the applicable GST rate for Road Transportation Charges as above.

c. In case the Bidder is a non-GTA and the GST for Road Transportation Charges filled by the Bidder is 5%, then if the applicable GST to be paid later on by the Contractor/TSPL is more than 5%, in that case the differential of GST shall be borne by the Contractor only.

Bidder will have to quote only one siding for each area(s). Bidder shall quote the railway freight as per FOIS up to TSPL power plant for the quoted railway siding. Permission to change the loading siding may be granted solely at discretion of TSPL, subjected to condition that the payment to the contractor shall not exceed the landed cost discovered through the bidding process.

In case of change in loading siding, railway freight for the new proposed siding shall be paid as per FOIS up to TSPL Power Plant. In case of increase in the landed cost due to change of siding, the same shall be adjusted against the road transportation charges (RTC). In case of reduction in landed coal cost due to change in railway siding, the differential to be passed on to TSPL/PSPCL. In any case no increase in RTC shall be allowed to the bidder.

Taxes and Duties as per as per Clause No. 4 of Volume II.

The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other charges as per RR in Full shall be deposited by TSPL.

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:

- We have quoted the prices as per provisions of the Bid Documents.
- We further declare that we have not taken any deviation to provisions of Bidding Documents other than those related to Qualification requirement (if any) specified in the

Deviation Sheet Annexure.

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. 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:

<< To be submitted on the letter head of the company submitting the bid>>

**ANNEXURE-II: COVERING LETTER**

Ref No. and Date :

Bidder's Name and Address:

To,

The Chief Commercial Officer  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road  
Village- Banawala, Distt- Mansa Punjab-151302

Dear Sirs,

Subject: Bidding Document No. TN/1/CM/TSPL/2024-25/R0 for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from SECL to TSPL.

1. We hereby submit Bids for ' Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from SECL to TSPL' as outlined in the Bidding Documents.

We have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions covered in the Bidding Documents issued by Talwandi Sabo Power Limited, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical Specifications, Scope of Work and Terms and Conditions covered in the Bidding Documents. We declare that work will be executed strictly in accordance with requirement and Bidding Document provisions.

2. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:
  - i. Signed copy of Bid Document as token of acceptance of the terms.
  - ii. Power of Attorney/Board Resolution in favor of Authorized Signatory for

- signing the Bid.
- iii. Bank Guarantee No: Dated\_\_\_\_\_ issued by \_\_\_\_\_(Name &Addressof issuing Bank) for Rs.\_\_\_\_\_ valid up to\_\_\_\_\_ towards Earnest Money Deposit (EMD).  
*(If EMD submitted through Bank Guarantee)*
  - iv. Certificates / documents mentioned in Qualification requirements.
  - v. Price Bid Submission form in Envelope Part-II.
  - vi. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst allthe Partners.
  - vii. Certificate of Annual Turnover of Bidder in preceding 5 Financial Years.
  - viii. Certificate of Net Worth of Bidder in preceding 5 Financial Years

3. We further confirm the following

- i. We undertake, if our Bid is accepted, to provide Bank Guarantee for Contract Performance Security, as per stipulated formats and amounts and within the time specified in the Bidding Documents.
- ii. Issuance of Letter of Intent (if required), along with signing of Agreement with the Successful Bidder subsequently only will constitute the formation of the Contract.
- iii. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that TSPL may reject our Bid if this were to be the case.
- iv. We confirm that for we or our related parties have not been blacklisted or debarred or our business dealings are not suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries and acknowledge and agree that TSPL may reject our Bid if this were to be the case and may take appropriate actions as per the provisions of the Bid Document clause no. 8 & 9 of Volume- 1.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 180 days from the last date of submission of Bid. We hereby further undertake that during

the said period we shall not vary/alter or revoke our Bid.

5. We understand that TSPL is not bound to accept the lowest or any other Bid, TSPL may receive.
6. We, hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firms other than those 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

**ANNEXURE-III: PROFORMA OF PERFORMANCE BANK GUARANTEE**

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited  
Village Banwala, Mansa-Talwandi Sabo Road,  
Distt. Mansa, Punjab-151302, India.

Dear Sir,

WHEREAS, \_\_\_\_\_, a company incorporated under the laws of \_\_\_ and having its registered / principal office at \_\_\_\_\_ (hereinafter referred to as the "Party" which expressions shall include its successors and assigns) has in terms of LOI No/ Contract No. \_\_\_ dated \_\_\_\_\_ (hereinafter referred as the "Contract") entered between you and the said Party, Contracted to supply the good or perform the works and services as stated in the Contract.

AND WHEREAS, as per provision of the said Contract, the Party is required to furnish to you a Bank Guarantee for \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards due and faithful performance of the Party's obligations under the Contract.

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 you the sum in aggregate not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_ only), without demur, merely on the first written demand signed by your 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. Notwithstanding anything to the contrary, your decision as to whether the Party has made any such default or defaults under the aforesaid Contract and / or any other agreement, if any and the amount or amounts to which you are 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 you and the Party and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by you on first written demand without any protest or demur.
3. 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 your request till such time as may be mutually agreed between you and the Party.
4. We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract 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.
5. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to \_\_\_ (Rupees \_\_\_\_\_ only). Unless a claim in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee i.e. up to and including \_\_\_\_\_ or up to an extended date as per clause 3 hereinabove, unless otherwise extended, all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee whether or not this document shall have been returned to us.

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

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

For and on behalf of Bank:

(Authorized Signatory Of Bank)

Address:

<< To be submitted on the letter head of the company issuing this certificate>>

**ANNEXURE-IV: CERTIFICATE FOR SUPPLIES OF QUANTITIES**

(To whomsoever it may concern)

REF NO:

DATED:

To,

The Chief Commercial Officer  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road  
Village-Banawala, Distt- Mansa  
Punjab-151302

Sub:

Dear Sir,

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-----  
This is to certify that, M/s\_\_\_\_(Name of Bidder) have transported and / or handled coal (Please stroke out whichever is not applicable) to us as per details given below:

<b>S. No</b>	<b>Period of Supply (From-To)</b>	<b>Quantity (MTPA)</b>

This certificate is issued at the request of M/s  
\_\_\_\_(Bidder) for the purpose of participating in the tender.

(Signature of Authorized Person With Name, Designation & Complete

Address) PLACE: \_\_\_\_\_ DATE:

Note:

1. \*Strike off whichever is not applicable

**ANNEXURE-V: FORMAT FOR ANNUAL TURNOVER**

Ref No.

Date:

To,  
The Chief Commercial Officer  
Talwandi Sabo Power Limited  
Talwandi Sabo – Mansa Road Village- Banawala,  
Distt- Mansa Punjab-151302

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 4.3 of Volume I* of Bidding Document, we hereby furnish the following details:

We, (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand- alone basis during the preceding Five financial years as on the last date of Bid submission is not less than INR 20 Crores (Indian Rupees Twenty Crores only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

<b>Sr. No,</b>	<b>Financial Year</b>	<b>Average Annual Turnover in INR Crores</b>
1.	2020-21	
2.	2021-22	
3.	2022- 23	

Date:

Signature:

Place:

Name:

Designation:

Seal of Firm

Note:

1. Documentary evidence like Annual Reports, Audited Financial Statements for

preceding Three financial years from the last date of Bid submission to be enclosed.

2. This certificate should either be countersigned by Auditors or may be issued by Auditors on their Letter head.

**ANNEXURE-VI: UNDERTAKING BY GOODS TRANSPORT AGENCY**

Form for exercising the option by a Goods Transport Agency (GTA) for payment of GST on the GTA services supplied by him under the forward charge mechanism

I/We (Insert Name of Authorized Signatory) of (Insert Trade Name or Legal Name of the Vendor) do hereby declare:

1. That we are Goods Transport Agency (GTA) as defined in Clause (ze) of Notification No.12/2017-Central Tax (Rate) dated 28.06.2017.
2. That we will issue consignment notes to TSPL which will be presented along with our invoices.
3. We have registered and do hereby undertake to pay GST at the rate of (insert GST rate) on the GTA services in relation to transportation of goods supplied by us during the FY 2023-24 under the forward charge in accordance with section 9(1) of the CGST Act, 2017 and to comply with all the provisions of the CGST Act, 2017 as they apply to a person liable for paying the tax in relation to supply of any goods or services or both;
4. I understand that this option shall not be allowed to be changed within the validity of the Bid Document.
5. That in case any loss is suffered by TSPL due to any mis-statement/ misrepresentation done by us, we shall be fully responsible and shall indemnify TSPL in all respects for it.

Legal Name:

GSTIN:

PAN No.:

Signature of Authorized representative:

Name of Authorized Signatory: