



**TALWANDI SABO POWER LIMITED**

**Tender Specification No:  
TN/25/TSPL/2018-19/R9**

**Bidding Document and Technical Specifications for Beneficiation of  
Linkage Coal and Supply of Beneficiated coal**

**To**

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

**19<sup>th</sup> March 2019**

\*This document can 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 Limited in Commercial Power, has developed one of the largest green-field Thermal Power Project in Punjab with capacity of 1980 MW (3 x 660 MW).

In order to meet the statutory requirement of Ministry of Environment, Forest and Climate Change (MoEF&CC) to maintain Ash% in coal at 34%, TSPL intends Washing of its Linkage Coal or any additional coal from Ib Valley of Mahanadi Coalfields Limited (MCL).

TSPL invites bids from reputed Contractors for beneficiation of up to 7.72 Million MT / annum (Bidder has to bid for minimum 3,00,000 MT of Raw coal per year subject to supply of 5 rakes of washed coal in a month) of Linkage Coal and supply of beneficiated coal (Washed coal) to Talwandi Sabo Power Limited, Mansa on Terms & Conditions as specified in this Tender. The Bid Quantity may increase or decrease with mutual agreement between the Parties based on Coal Linkage allocation.

### **2. GENERAL INFORMATION**

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

TSPL reserves all right to reject any or all bids, wholly or partially, extend the date of submission of bids and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of Contract, 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 as 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 that needs Washing will depend upon the load requirements of TSPL & are subject to change as per TSPL's requirements.

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

Bidders shall submit their bids at the following address by the Date and Time as mentioned in Clause 4 of Volume-I:

**Chief Commercial Officer**  
**Talwandi Sabo Power Limited,**

**Village: Banawala, Mansa-Talwandi Sabo Road,  
District: Mansa, Punjab-151302.**

The Bids shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as Part-I (Earnest Money), Part-II (Technical Bid) and Part-III (Price Bid). All the three envelopes will be further enclosed in a large envelope along with soft copy of the bid in CD/pendrive. The following procedure shall be followed for opening of tenders.

- (a) **Part-I Earnest Money Deposit:** Part-I consisting of Earnest Money Deposit in the form of Demand Draft or Bank Guarantee in favour of Talwandi Sabo Power Limited will be opened first. Technical bid shall be opened if the Earnest Money is in conformity to the Terms & Conditions of the Tender, otherwise Technical Bid will not be opened.
- (b) **Part-II Technical Bid:** Part-II consisting of Technical Bids as specified in Clause No. 9 of Volume – I except Price Bid. Price Bid will be opened for those Bidders, whose Technical Bids are found in line.
- (c) **Part-III Price Bid:** Part-III consisting of the Price Bid for each item as well as other related terms like freight, taxes and duties etc. and other incidentals relevant to the price. All Commercial Terms and Conditions including discount if any, GST wherever applicable shall be specified in the Price Bid. **No correspondence/clarifications shall be entertained after the opening of Part-III.**

#### **4. TIME SCHEDULE FOR BIDDING PROCESS**

<b>S. No.</b>	<b>Bid Reference</b>	<b>Details/Tentative time lines</b>
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	23 Mar 2019
2	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	28 Mar 2019 by 11:00 AM
3	Opening of EMD (Envelope-I)	28 Mar 2019 by 11:30 AM
4	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	28 Mar 2019 by 11:45 PM
5	Price bid opening (only for qualified bidders) (Envelope-III)	28 Mar 2019 by 12:00 PM

**Note: The bidders who have already submitted their EMD and Technical Bid on 25<sup>th</sup> Feb 2019 against Tender no. TN/25/TSPL/2018-19/R8, the same shall be considered against Tender no. TN/25/TSPL/2018-19/R9.**

TSPL reserves all rights to reject any/all of the bids, wholly or partially, without assigning any reasons whatsoever, at its sole discretion. TSPL shall not be liable towards any cost for preparation and submission of bids or incidental expenses, incurred by the Bidder.

TSPL reserves the right to assign the Scope to a single or multiple bidders at its sole discretion. TSPL

reserves the right to allow for minor deviations / accept the Bid at its own discretion for higher competition.

**Note: In case of any relaxation / deviation requested in Qualification requirement, please attach the annexure specifically highlighting the deviations requested and reasons for the same.**

#### **5. 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.

#### **6. BID CURRENCY**

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

#### **7. EARNEST MONEY DEPOSIT**

The bidders are required to deposit the Earnest Money of INR 50 Lacs through Demand Draft to be issued in favour of Talwandi Sabo Power Limited, payable at Mansa or Bank Guarantee (as per TSPL's proforma) of equivalent amount from any Indian Nationalized/Scheduled Bank encashable at Mansa/Bathinda branch. 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 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited.

#### **8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE**

Within ten (10) working days after receipt of LOI/Work Order, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's format). Minimum value of Security Deposit to be furnished is INR 5 Crores and bidder(s) can bid for minimum quantity of 25,000 MT washed coal per month. Further, (SDBG/PBG) shall be submitted for an amount equivalent to INR 17 Crores for monthly quantity of 1 Lakh MT raw Coal (may be increased or decreased on pro-rata basis) from any of the Indian Nationalized Bank or scheduled bank encashable at Mansa/Bathinda branch. It may be noted that any point of time, value of coal quantity at Washery premises should not be more than SDGB/PBG value. The Security Deposit Bank Guarantee 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.

## 9. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement	Documents required to be submitted
Technical Qualification requirements	A. Beneficiation Plant Technology & Spare capacity.	Heavy Media Cyclone or Heavy Media Bath/Drum Washer or Wet Jig. Availability of spare capacity for Washing.	Certificate from Chartered Engineer or Govt. Body or Self-declaration of: Technology, Total capacity of Washery, Proof of ownership & Spare capacity as per Annexure-V.
	B. Beneficiation Plant availability	Readiness of Washery & Spare capacity for operation to meet TSPL requirement on the date of Bid submission.	Certificate from Chartered Engineer, Environmental clearance, Valid Consent to Operate & Factory Licence.
	C. Experience	Supply of at least 2 Lakh MT beneficiated/imported/ domestic coal on cumulative basis in the preceding 4 Financial years including current financial year.	Certificate from reputed customers as per Annexure-VI.
Financial Qualification Requirements	D. Average Annual Turnover of Bidder in preceding 3 Financial Years.	Rs. Twenty Crores	Turnover & Net Worth duly certified by Statutory Auditors.

**Note:** TSPL may request for any other document/information from the interested Bidders in relation to the Bidding process and the Bidders are requested to share the same with TSPL on priority. In case, relevant document/information is not received from the interested Bidders than TSPL shall proceed with the evaluation of Bids as per available data and may also result into rejection of the Bid.

## 10. EVALUATION OF THE PRICE BID

The Bids shall be evaluated on the basis of lowest Rs./GCV at TSPL site but TSPL reserves the right to issue order to party other than L-1 or more than 1 parties also in the interest of supplying continuous power to PSPCL & to meet extant MoEF & CC norms. It may be noted that the Bidders who shall lift the coal to Washery through rakes or the Bidders quoting lower Surface Transportation charges shall be taken into consideration during award of Contract. Contracted quantity that may be allotted to a bidder will not be more than the spare Washery capacity as quoted by the bidder.

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

TSPL reserves the right to negotiate the Bid Price to further lower the Cost. Quantity awarded for washing to a party can be increased during the validity of the contract if parties make available additional spare capacity and it shall be at same rate, Terms & Conditions. TSPL reserves the right to conduct reverse bidding.

## **12. BID VALIDITY**

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

## **VOLUME II: CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

1.1 In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- (a) **“Bidder”** means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder.
- (b) **“Bidding Document/ Bid Document”** includes all the documents listed in 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”** 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) **“Lead Member”** of the Joint Venture/ Consortium shall be the Member authorized by other partner(s) to be the lead member.
- (j) **“Local Currency”** means Indian National Rupees.
- (k) **“MT/Ton/Tonne”** means Metric Tonne which is equivalent to 1000 Kg.
- (l) **“Owner”** means TSPL or Talwandi Sabo Power Limited.
- (m) **“Party”** means TSPL or Contractor/ Successful Bidder/ Supplier, 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) **"MIT Report"** means the Material In Transit report to be given by Contractor to TSPL on 1<sup>st</sup> of every month. In case of holiday, same to be given on next working day.
- (s) **"Yield Reduction Factor (YRF)"** means decrease in input coal quantity for every 1 % decrease in Ash %
- (t) **"TPA – Third Party Inspection Agency"** means the agency deputed by the Owner for coal sampling and analysis at loading point
- (u) **"CIMFR"** means the Central Institute of Mining and Fuel Research deputed by the Owner for coal sampling and analysis at loading point

1.2 Unless otherwise stated, any and all references in the agreement to clauses are references to the clauses of the Agreement.

1.3 The headings in the agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years

## 2. NOTICES

2.1 Any notices, demands and other communications required or permitted to be given pursuant to this Contract shall be in writing, sent by certified e-mail, receipt requested or by, courier or by facsimile, to the addresses of the parties as to be mentioned in the Agreement/Contract to be executed.

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 Mansa, Punjab, India.

3.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or 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. 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) nominated by the Owner 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 of arbitration shall be Mansa, Punjab, India.
- (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.

### **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. COMMENCEMENT OF CONTRACT**

The terms and conditions of this Contract/Agreement shall come into force and shall apply with effect from the date of signing of the same or as detailed in the Contract.

## **6. LIQUIDATED DAMAGES (LD)**

If the Contractor fails to load on Rakes 100% Coal quantity as per the Delivery Order after beneficiation within 30 days from last date of Delivery Order date by Road/Rail, then Liquidated Damages (LD) shall be payable @ 5% per week of Basic Price of Coal of undelivered/failed quantity, subject to maximum of 15% of Basic Price of Coal of undelivered quantity per month. However, if the Contractor can reasonably prove to the satisfaction of the Owner that less dispatch of Rakes from Washery to the Owner is attributable to reasons beyond reasonable control of the Contractor, then LD can be waived or reduced based on the Owner's decision.

## **7. PAYMENT TERMS**

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

- (i) TSPL will release payment of 100% of the Bill for each period as admissible, within 30 working days from the date of receipt of bills. The Company shall account for necessary deductions at the time of payment of 100% of the bill that may be on account of penalties towards quality i.e. Total Moisture %, Ash %, Yield and under loading/over loading of wagons, etc. at the receiving end as per Clause No. 3 of Volume III and Liquidated Damage as per Clause No. 6 of Volume-I, 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, %Yield, Ash Content etc. as the case may be.

- (ii) The payments shall be made directly to the Contractor by TSPL.
- (iii) The Contractor shall abide by all the statutory requirements like PAN registration, TIN No registration, GST Registration & procedures, etc.
- (iv) The Contractor 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 valid for a period of 24 months effective from the date of commencement of Contract.

## **9. EXTENSION OF CONTRACT**

It may be noted that if the performance is found satisfactory, the contract period may be further extended up to three years (i.e. total of 5 years) at mutually agreed rate, Terms & Conditions between the Contractor and the Owner.

## **10. 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 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.

## **11. FORCE MAJEURE**

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

Force Majeure shall include: In case of any strike, or labor disturbances or any order issued by local /government / mcl authorities and railways or any other agencies for three consecutive days then contractor shall be not responsible for lifting during these period subject to submission of documentary proof/evidences for all such cases.

Force Majeure also includes any delay to the activities of TSPL due to any act of government/authorities viz. delay in providing consent, any unlawful, unreasonable or discriminatory revocation of any consent required by TSPL for carrying out the project/activities, and any other unlawful, unreasonable or discriminatory action on the part of an Indian Government Instrumentality which is directed against TSPL Project and includes any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure event excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the site by the Affected Party or those employed or engaged by the Affected Party, Industry wide strikes and

labor disturbances having a nationwide impact in India and any other act or event which makes the execution of the project not viable for TSPL.

Force Majeure does not include:

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

## **12. CONFIDENTIALITY**

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

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

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

Contract.

### **13. WAIVER OF RIGHTS**

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

### **14. ENFORCEMENT OF TERMS**

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

### **15. SUSPENSION OF WORK**

TSPL may suspend the work in whole or in part at any time by giving the Contractor a notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Contractor shall stop all such work, which the Owner has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the Contract, which the Owner has not suspended. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. During suspension, the Contractor shall be entitled to receive from the Owner appropriate adjustment in payment for Completion Schedule only.

### **16. TERMINATION**

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

TSPL reserves the right to terminate the Contract at any time by giving a notice of 1 (One) month without assigning any reason. 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.

## **17. SEVERABILITY**

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.

## **18. DEFENSE OF SUITS**

If any action in court is brought against TSPL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their agents, representatives or their sub-contractors, suppliers or employees; the Contractor shall in all such cases indemnify and keep TSPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

## **19. SPLITTING OF WORK**

TSPL reserves the right to split up the work in the Scope of this Contract among more than one Contractors at the risk and cost of the selected Bidder during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons. 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. TSPL reserves the right to inject labor, T&P & materials at the Contractor's risk & 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.

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

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

## **21. SUB CONTRACT**

The contractor shall not sublet any portion of the Contract without the prior permission of TSPL.

## **22. 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 work order, but TSPL shall not be liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same have been given in writing by TSPL.

### **23. NEGLIGENCE AND DEFAULT**

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

### **24. 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.

### **25. 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.

## **26. LEGAL COMPLIANCE**

The bidder shall ensure that his execution of the contract as well as the facility provided by him comply 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.

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

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

## **28. General Legal Provisions:**

- 28.1 The Owner shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Contractor. Save as aforesaid, the Contractor 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 Owner which the Owner 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 or representations in respect of the subject matter.
- 28.4 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Owner from entering into parallel Agreements with other parties for services similar or related to the Services.
- 28.5 Unless otherwise specifically stated, both the Owner and the Contractor shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.
- 28.6 Each Party represents and warrants to the other that (i) it has been duly registered and organized and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

- 28.7 The Contractor shall comply with all safety instructions of the Owner consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Owner's other Service Providers. Such instructions shall, if the Contractor so requires, be confirmed in writing by the Owner's Representative, so far as practicable.
- 28.8 The Contractor shall not be entitled, without the written consent of the Owner, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Owner, use its name or logo, in print or electronic forms for marketing or reference purposes.
- 28.9 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.
- 28.10 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

## **29. BUSINESS ETHICS**

- 29.1 GIFTS AND COURTESIES: The Supplier 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 Supplier 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 Supplier 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 Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. 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 Supplier.

If at any time during execution or performance of this Agreement the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Supplier must report the same immediately at [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in).

- 29.2 ANTI-BRIBERY & CORRUPTION:

- (i) The Supplier agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

- (ii) 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 Clause 5.2 (i).
- (iii) The Supplier shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
- (iv) The Company shall have a right to initiate "audit proceedings" against the Supplier during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. 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 Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.
- (v) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Supplier has failed to comply with the terms of the Agreement including AB&C requirements.
- (vi) The Supplier may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

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

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id: [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in).

### **30. 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 to carry out the activities 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.

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

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

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

### **1. SCOPE OF WORK**

The Scope of Work under this Tender specification covers the job from receipt of Linkage coal from Mahanadi Coalfield Limited (MCL) mines against the linkage quota allocated on regular basis or part thereof as assigned to the successful bidder by Road or Rail, its beneficiation, disposing of Washery rejects and transportation of the beneficiated 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. Currently TSPL is lifting Linkage Coal from LOCM & BOCM Sidings of MCL by Rail. However, CIL/MCL may allocate Coal in future from other coal mines based on availability by Rail and/or Road mode for which this Tender is released. Details of works & responsibilities of the Contractor are as under:

1. The Contractor shall ensure the delivery of Linkage coal on the basis of Release Order for Rail / Delivery Order (DO) by Road issued by MCL/CIL, as per the requirement of TSPL based on Monthly Scheduled Quantity/Annual Contracted Quantity allocated by MCL/CIL.
2. The Contractor shall assist TSPL in getting allotment of coal from MCL/CIL as per TSPL requirement, the Release Order / Delivery Order (DO) issued from Mahanadi Coalfields Limited (MCL/CIL) or any other approval from MCL/CIL.
3. The Contractor shall follow up the Release orders / Delivery Order and obtain Delivery schedule from MCL for placement of trucks/rake, on behalf of TSPL at Colliery loading point to receive and transport the Coal.
4. MCL Billed quantity will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from MCL at his Site and shall be responsible for the Quantity measurement (i.e. weighment of Raw Coal supplied by MCL to the Contractor) and will authenticate/sign the Weighment sheets in token of Quantity received.
5. It will be the responsibility of the Contractor to ensure right quality of Raw Coal is lifted from MCL (as the Notified/Declared Grade of colliery) as part of their internal process of quality control procedure and communicate the same to TSPL by e-mail on daily basis.
6. It may be noted that, in case, the Ash Content of raw coal lifted is high, then TSPL reserves the right to stop lifting of coal.

Resumption of lifting shall happen only post written confirmation/clearance from TSPL subject to addressal of the said quality issues to the satisfaction of TSPL. There shall be no recovery of damages levied (under clause no. 3.4 of Volume III) for the said period of stoppage. For the purpose of arriving at the quantity lapsed for the said period, the following formula shall be applicable:

$(\text{DO quantity}) / (\text{No. of days of DO validity as in force (presently 45 days)}) \times (\text{no. of days of stoppage by TSPL}).$



E.g. if DO quantity is 90,000 Tonnes, then per day lifting is 2000 T. If there is stoppage of lifting for 4 days due to quality issues, then no damage shall be levied for non-lifting upto 8,000 T.

Further, quality checking based on rapid test results and control vide above process is only for operational working to ensure right quality lifting of raw coal and results of this shall not be used for any other purposes.

In case raw coal sampling and analysis is carried out by CIMFR, then the CIMFR analysed Grade of raw coal shall be taken in provisional bill for the month & after receipt of Referee analysis (if applicable) will be considered in final bill as the Grade of raw coal delivered by MCL to the Bidder. In case CIMFR is not deployed, then Quality as analysed by TPA/ Refree result (if applicable) deployed by TSPL will be considered as Quality delivered by MCL to the Bidder/Contractor.

7. The Contractor will ensure boulders, stones & shales are not loaded into rakes and trucks.
8. Linkage coal as lifted from the Collieries shall be transported/shifted to the Beneficiation plant by the Contractor as per Release Order / Delivery Order released by MCL.
9. Coal will be sized to 100 mm or below size and beneficiated by the Contractor in the specified washery, so as to achieve the Ash % as committed.
10. During beneficiation, the Contractor will adhere to the Technical parameters as quoted/guaranteed.
11. The beneficiated coal shall be transported by the Contractor to the railway siding and loaded into the wagons and dispatched to the TSPL Power plant.
12. The Contractor shall follow up with MCL/CIL and shall monitor the release of coal for beneficiation as per Release orders/Delivery Orders issued by MCL. The contractor will also follow up with State Mining Department for timely permission / clearances for transportation of raw/ washed coal.
13. The Contractor shall follow up with Railways for allotment of rakes/ wagons for transportation of Washed coal to TSPL and Raw Coal to Washery.
14. The Contractor shall submit the E-Demand and Indent charges. It will be the responsibility of Contractor to place Indent.
15. The Contractor shall ensure that Wagons loaded are not in damaged condition and co-ordinate with Railways to restore condition of the Wagon so that spillage does not happen.
16. The Contractor shall follow up and arrange for 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.
17. The Contractor may deploy his staff / representative to witness jointly the weighment, sampling and analysis of beneficiated coal at TSPL Power plant. Copy of weighment sheets of each rake shall be provided to the representative of contractor after weighment. Analysis results of each rakes shall be provided to the contractor representative after the analysis is complete. The un-loading end weighment sheet and joint analysis results for the rakes

received at TSPL in a particular month shall be the basis for raising invoices. Quality analysis results shall be provided by 7th of next month.

18. The rejects from the beneficiation plant, will be disposed off by the Contractor at his own level and its Rebate (as specified in Contract) shall be given to TSPL on monthly basis in the bills. Contractor will indemnify TSPL against any risks associated with the disposal of rejects.
19. The Contractor shall follow-up with Railways and take all measures to avoid diversion of rakes 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 Cost of Coal will be withheld from running bills till the issue is settled. It may be noted that TSPL shall pay for the Coal as received at TSPL site in lieu of all such Diverted out rakes. In case, if the Railways gives compensation in lieu of Diverted out rakes, then the Bidder shall be paid only the amount limited to what has been paid by Indian Railways.
20. The cost of Raw Coal and Railway Freight shall be deposited by TSPL.
21. Rake shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's account.
22. The Contractor shall follow up with Railways for timely issue of RR and deliver the same to TSPL.
23. The Contractor shall follow up with TPA/CIMFR, if appointed, for Sampling, preparation and analysis as per terms of TPA/CIMFR with TSPL & current regulations.
24. 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.
25. The Contractor shall follow up with MCL for issue of Credit Notes, based on actual grade analysed by TPA/CIMFR, if the same is lower than the declared grade.
26. It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery at TSPL, Mansa.
27. 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.
28. 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.
29. 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.
30. In case of any change in FSA leading to change of coal allocation for TSPL/collieries/subsidiaries, TSPL may review the Contract as per grade, washability and washing facility of the Contractor in that particular region etc.

31. TSPL personnel will have the access to Storage and Washery premise at all time. TSPL can conduct Physical verification (PV) of TSPL coal stock lying in Contractor's custody. Contractor to co-ordinate for the same & provide demarcation of TSPL's Coal.
32. Washed & Raw coal Rakes to be covered with Tarpaulin on requirement basis & after obtaining confirmation from TSPL & shall be on returnable basis.

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. The intent of the contract is to get coal from MCL in terms of quality and quantity to TSPL site on time. Whatever activity and actions are required to achieve the objective, even if not mentioned in the contract specifically, are the part of scope of work for the selected bidder.

TSPL expects that prices are quoted below or at par with the lowest service charge of existing washing contracts.

## **2. QUANTITY**

The weighment of Washed Coal will be done on In-motion Weigh Bridge installed at TSPL. Minimum of Quantity received at TSPL weighbridge or RR quantity will be considered as final quantity delivered for payment and other calculation purpose. The Contractor shall have the right to witness the weighment. However, in case In-motion Weigh Bridge of TSPL goes defective, then RR weight shall be considered for payment.

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

No Transit loss will be considered.

Quantity reconciliation will be done on FIFO basis on monthly basis.

## **3. QUALITY**

- A. CIMFR 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 CIMFR as per Tripartite Agreement signed between MCL, TSPL & CIMFR.

In case CIMFR is not deployed, then Quality as analysed by TPA deployed by TSPL will be considered as Quality delivered by MCL to the Bidder.

- B. The yield of washed coal and resultant quantity to be delivered will be linked with the Ash % (ARB) of raw coal as analyzed by CIMFR/TPA on monthly weighted average basis.

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

The monthly yield % for a particular month will be calculated as under: -

100 – [(difference between the analyzed Ash (ARB) content of RoM coal by CIMFR on monthly weighed average basis and guaranteed ash content of washed coal on ARB basis i.e. 34%) x Quoted YRF]

The indicative yield desired by TSPL shall be as per below table, however parties may quote the yield as per their washing technology and TSPL's linkage allotted coal indicated in this document. In the current financial year, TSPL has lifted coal from Lakhanpur, Samleshwari, Belpahar, Bhuvneswari and Ananta mines. The bidder shall quote the YRF and yield in the price bid format given in this Tender document.

S.No	Grade	Indicative Yield % desired by TSPL
1	Below 11	100%
2	11	98%
3	12	87%
4	13	78%
5	14 & above	65%

The monthly yield will be calculated as mentioned in Clause 3-B. The bidder has to give a minimum guaranteed yield of 65% in any given month. In case Yield based on clause 3-B is coming higher than 65%, then the same shall be taken as final yield for the month. The bidder to ensure lifting of good quality coal to meet minimum yield of 65% on monthly basis.

TSPL will get issued Delivery Orders (DO's) from various mines of MCL. Bidder to ensure 100% lifting of coal against DO as issued by MCL as per TSPL's requirement.

Railway Sanction for washed coal will be obtained on the basis of yield quoted in Price Bid Sheet. In case CIMFR sampling not done due to any reason for a particular day/rake, then previous day result shall be considered to achieve weighted average results.

### 3.1 Damages for deviation on account of Higher Ash%

In case the Weighted average monthly Ash% (ARB) received is more than 34%, then penalties shall be applicable as follows:

- **If Monthly Weighted Average Ash % (ARB) received at TSPL is higher than 34% but up to 35%:**  
Monthly yield (as per Clause No. 3 B) will be increased by YRF on pro-rata basis.
- **If Monthly Weighted Average Ash% (ARB) received at TSPL is higher than 35% to 38%:**  
Every 1% increase in Ash% above 35%, corresponding monthly yield will increase by Yield Factor as per Annexure 1 Serial No. 2 of technical parameters on pro-rata basis (applicable till 38% and deduction for damages will be calculated as below:

<b>Ash % (ARB)</b>	<b>Beneficiation Charges to be paid</b>
Monthly Weighted average is 35.01% to 36.00%	After deduction of 25% of beneficiation charges
Monthly Weighted average is 36.01% to 37.00%	After deduction of 50% of beneficiation charges
Monthly Weighted average Ash % is 37.01% to 38.00%	After deduction of 75% of beneficiation charges

- **If Monthly Weighted Average Ash% (ARB) received at TSPL is higher than 38%:**

<b>Ash % (ARB)</b>	<b>Beneficiation Charges to be paid &amp; Yield Factor</b>
Monthly Weighted average Ash% is greater than 38%	After deduction of 100% of beneficiation, surface transportation from mines to railway siding and associated charges till rake loading i.e. such coal will be treated as un-beneficiated and yield will be considered as 100%.

There will be no Bonus for washed coal lower Ash ARB & yield shall be calculated as applicable for 34% ASH ARB. In case monthly weighted average Ash (ARB) % for Raw Coal lifted is <34%, Yield shall be considered as 100%. However, all Beneficiation & transportation will be paid to the Bidder.

### **3.2 Damages for deviation on account of Excess TM% (Excess TM adjustment)**

#### **Non Rainy season (October – June)**

Guaranteed TM for Rakes received in a month: Monthly weighted average TM% of raw coal as per CIMFR/TPA + 1% (for rakes received in Non-Rainy season, i.e. October to June)

#### **Rainy season (July – September)**

Guaranteed TM for Rakes received in a month: Monthly weighted average TM% of raw coal as per CIMFR/TPA + 2% (for rakes received in Rainy season, i.e. July to September)

In case the weighted average of Total Moisture (ARB) of Beneficiated Coal received in a month exceeds the Guaranteed TM defined above, then the adjustment in weight shall be done on pro-rata basis up to 3% increase in TM above Guaranteed TM and 1.5 times pro-rata for TM received at TSPL is more than (Guaranteed TM + 3%), i.e. the weight of washed coal shall be reduced by the same %age by which the total moisture in Washed coal exceeds Guaranteed TM (ARB) up to 3% and 1.5 times thereafter.

Season	Period	Guaranteed TM	Weight adjustment on prorata basis upto	weight adjustment @ 1.50 times
Non Rainy Season	October - June	CIMFR T M + 1%	Guaranteed TM + 3%	Above Guaranteed TM + 3%
Non Rainy Season(Example)	October - June	10% + 1% = 11%	> 11% and Less than or equal to 14%	Above 14%
Rainy Season	July - September	CIMFR T M + 2%	Guaranteed TM + 3%	Above Guaranteed TM + 3%
Rainy Season(Example)	July - September	10% + 2% = 12%	> 12% and Less than or equal to 15%	Above 15%

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

Weight Correction (MT) Quantity=

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

The chargeable beneficiation (washed) coal quantity of the month for which payment shall be made shall be worked out from the beneficiation coal quantity less the weight correction. Railway freight for the corrected quantity shall be recovered from the contractor.

Weight correction quantity will be recovered from the Contractor. There will be No Bonus for less TM%.

Example for TM correction:

Details	UoM	Non Rainy Season	Rainy Season
Quantity of Washed coal received in a month	MT	40,000	40,000
RoM Coal TM Content as per CIMFR for the month	%	10	10
Guaranted TM = CIMFR + 1% for Non rainy & CIMFR + 2% for Rainy season	%	11	12
<b>Case 1</b>			
Assuming Washed coal TM content received at Plant	%	11	12
weighted adjustment on prorata basis	MT	0	0
Final quantity delivered after weight adjustment	MT	40,000	40,000
<b>Case 2</b>			
Assuming Washed coal TM content received at Plant	%	14	15
weighted adjustment on prorata basis	MT	1200	1200
Final quantity delivered after weight adjustment	MT	38,800	38,800
<b>Case 3</b>			
Assuming Washed coal TM content received at Plant	%	16	17
weighted adjustment on prorata basis	MT	2400	2400
Final quantity delivered after weight adjustment	MT	37,600	37,600

### 3.3 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: Railway freight (including Basic, DPC, DS, GST, etc. whichever applicable)

D: Incremental Railway freight incurred by TSPL & to be recovered:  $(A-B) \times C$

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

### **3.4 Damages for deviation on lapsed quantity of Coal**

The washery operator will materialize 100 % of quantity of the Delivery Order within the stipulated time of all coal from MCL/CIL as per DO issued by TSPL for Road/Rail. In case if the quantity is lapsed/not lifted, then Damages on deviation shall be as under:

- Damages on deviation for the lapsed/not lifted quantity will be 15% of the basic notified price 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.

### **3.5 Damages for deviation on Under-loading and Over-loading charges imposed by Railways for Washed Coal rake**

Penal freight on account of overloading of the wagons/rakes if charged by the Railways at any time then 50% penal freight shall be borne by the Contractor.

The Contractor shall endeavor to minimize under loading charges/dead freight. However, 70% under loading charges will be borne by the Contractor.

Under-loading charges for the Rake: Freight per Tonne x (Chargeable Weight – RR Weight)

### **3.6 Damages for deviation on Under-loading and Over-loading charges imposed by Railways for Raw Coal**

Penal freight on account of overloading of the wagons/rakes if charged by the Railways at any time then 50% penal freight shall be borne by the Contractor.

The Contractor shall endeavor to minimize under loading charges/dead freight. However, 70% under loading charges will be borne by the Contractor.

Under-loading charges for the Rake (ULR): Freight per Tonne x ([Chargeable Weight – RR Weight] - Under-loading charges reimbursed by MCL in Coal Bill).

If  $ULR \leq 0$ , no recovery on account of Under-loading will be done.

### 3.7 Damages for deviation/Recovery of loading point Railway 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.

### 3.8 Damages for deviation on Raw Coal shortfall quantity

In case the shortfall quantity is more than the rake load quantity, then damages for deviation at the rate of  $2 \times (\text{Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal}) \times \text{Shortfall quantity}$ .

In case the shortfall quantity is less than the rake load quantity, then damages for deviation at the rate of  $1 \times (\text{Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal}) \times \text{Shortfall quantity}$ .

### 3.9 Quality Management

Contractor must indicate comprehensive details of Quality Management at Washery premises.

**Damages for deviation due to fines** The size of the beneficiated/Washed coal to be supplied shall not exceed 50 mm with fines (0 -2mm) no exceeding 25%. The quantum of fines shall be evaluated in every rake delivered at the TSPL plant. If the monthly avg. fines (0-2mm) exceeds 25% then necessary damages for deviation shall be applicable as follows:

If the fines quantity > 25% on monthly weighted average basis, then 25% of beneficiation charges (mentioned at S. No. 1 of Price Bid Format of Table-2) shall be not be paid for quantity over and above 25%.

Example for Excess fines damages for deviation

Details	UOM	Quantity
quantity of washed coal delivered in a month	MT	40,000
Allowed fines quantity 25% of above	MT	10,000
Actual fines received Quantity with 30% fines	MT	12,000
Excess fines quantity	MT	2,000
Assumed beneficiation Charges	Rs PMT	120
Eligible beneficiation chargers	Rs	2,40,000
Deduction of 25 % of eligible beneficiation charges	Rs	60,000



Bonus and Damages for deviation of EGCV of Raw Coal lifted on monthly basis compared to Average value of EGCV Band as mentioned in DO (Delivery Order)

<b>EGCV Band (in kcal/kg) of Lifted coal</b>	<b>Bonus/Damage Clause</b>
EGCV LIFTED 200 KCAL BELOW AVERAGE VALUE OF EGCV BAND as mentioned in DO	Damage at Rs 3/MT
EGCV LIFTED 100-200 KCAL BELOW AVERAGE VALUE OF EGCV BAND as mentioned in DO	Damage of Rs 2/MT
EGCV LIFTED 0-100 KCAL BELOW AVERAGE VALUE OF EGCV BAND as mentioned in DO	Damage of Rs 1/MT
EGCV LIFTED EQUAL TO AVERAGE VALUE OF EGCV BAND as mentioned in DO	No Bonus/No Damage.
EGCV LIFTED 0-100 KCAL ABOVE AVERAGE VALUE OF EGCV BAND as mentioned in DO	Bonus of Rs 2/MT
EGCV LIFTED 100-200 KCAL ABOVE AVERAGE VALUE OF EGCV BAND as mentioned in DO	Bonus of Rs 5/MT
EGCV LIFTED 200 KCAL ABOVE AVERAGE VALUE OF EGCV BAND as mentioned in DO	Bonus of Rs 10/MT

**ANNEXURE-I: PRICE BID FORMAT (to be submitted separately for MCL/CIL Declared grade coal)**

**Name & Location of Washery:**

Bidder is required to give his firm technical parameters given below:

TABLE-1

S. No.	Parameter	Value
1	Bid quantity offered on monthly basis (MT)	To be quoted by Bidder
2	Yield Reduction factor (YRF) for every 1% Ash (ARB) reduction	To be quoted by Bidder
3	Guaranteed Monthly Weighted Average Ash % (ARB) measured at TSPL	To be quoted by Bidder. However value should be $\leq 34\%$
4	a) Basic Yield, for washing the coal to 34% Ash (ARB)	To be quoted by Bidder
	b) (Corresponding Ash% (ARB) to be specified)	To be quoted by Bidder
5	Maximum limit of fineness below 2 mm size in Washed coal	Below 25%
6	Size of Washed Coal	To be quoted by Bidder
7	Tarpaulin Charges	To be quoted by Bidder

Assuming that the coal shall be supplied by MCL on Colliery declared grade, Bidder is required to indicate above guaranteed technical parameters and also to quote his firm rates for various jobs as under:

TABLE-2

S. No.	Particulars	UOM	Basic Price (A)	GST (B)	Total Price with GST (A) + (B)
1	Beneficiation charges	PMT of Raw Coal			
2	Transportation charges from Mine to Washery (Name of Mine to be specified)	PMT of Raw Coal			
	# Indicative distance	Kms			
3	Transportation charges from Washery to Loading Railway Siding	PMT of Wash Coal			

	Indicative distance	Kms			
4	Unloading of Raw Coal at Washery	PMT of Raw Coal			
5	Loading of Washed Coal into Rakes	PMT of Wash Coal			
6	Rebate for rejects	PMT of Raw Coal			
7	Name of Loading Railway Siding (with Alpha Code)	-			
8	Railway freight distance from above loading siding to MTSS Siding	Kms			
9	Railway freight for above distance as per Railway notified freight chart, inclusive of GST, etc. as applicable.	PMT of Washed Coal			
10	Tarpaulin Charges	PMT of Washed Coal			

Bidder has to bid for minimum 3,00,000 MT of Raw coal per year subject to supply of 5 rakes of washed coal in a month.

# For Rail mode of transfer of Raw coal to washery, following to be considered by the bidder while quoting price in S.No 2 in above table:-

- a) Transportation charge from mines to Rly siding
- b) Transportation charges (Railway freight) from Loading point Rly siding to Washery unit Rly siding (Railway freight will be paid by TSPL), Bidder to quote separate price bid in case of loading from multiple railway siding.
- c) Transportation charges from Washery unit rly siding to Washery unit location along with unloading, transportation & demurrages etc.
- d) All other costs other than mentioned above to be considered by bidder for end to end lifting of Raw coal from mines to Washery unit, TSPL will facilitate only in issuing DO from MCL mines

**It is the responsibility of the bidder to ensure rake allotment to transfer the coal from mine to washery and washery to TSPL. However, the railway freight shall be paid by TSPL. It may be noted that ROM coal lifting through rail mode shall be given preference . The bidder needs to explain the strategy and its competence to lift the allotted coal through rail mode.**Note:

1. The Bids will be evaluated on the landed price of Washed Coal (Rs./Indicative GCV) at the TSPL site. The Raw coal cost may be taken as INR 1600 per MT and indicative GCV of washed coal as 3700 kcal/kg for calculation and bid evaluation purposes.

2. In case of multiple mines, please specify rates separately for all mines.
3. Taxes and Duties as per as per Clause No. 4 of Volume II.
4. Railway freight to be paid by TSPL to Railways at actuals.

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

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

We further confirm the following:

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

**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:

## **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,

Sub: Bidding Document No. TN/25/TSPL/2018-19/R9 for Beneficiation of Linkage Coal and supply of Beneficiated Coal to TSPL.

1. We hereby submit Bids for 'Beneficiation of Linkage Coal and supply of beneficiated coal (Washed coal) to Talwandi Sabo Power Limited, Mansa 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 favour of Authorized Signatory for signing the Bid.
  - iii. Bank Guarantee No: Dated \_\_\_\_\_ issued by \_\_\_\_\_ (Name & Address of issuing Bank) for Rs. \_\_\_\_\_ valid up to \_\_\_\_\_ towards Earnest Money Deposit (EMD). (*If EMD submitted through Bank Guarantee*)
  - iv. Certificates from end-users for supplies of quantities.
  - v. Certificate from statutory auditors of Bidder/ Consortium Member for handling.
  - vi. Price Bid Submission form in Envelope Part-III.
  - vii. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst all the Partners.
  - viii. Certificate of Average Annual Turnover of Bidder in preceding 3 Financial Years.
  - ix. Certificate of Average Net Worth of Bidder in preceding 3 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.
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 BG FOR EARNEST MONEY DEPOSIT**

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

(1980 MW Power Plant)

Village- Banawala,

Mansa-Talwandi Sabo Road,

Distt. Mansa,

Punjab-151302.

Dear Sirs,

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

**Amount of Guarantee: Rs. 50,00,000/-**

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

The undersigned, ..... constituted under the .....having its Head Office at ..... and amongst other places a Branch, at ..... (hereinafter called "the bank") taking into consideration that M/s. ....with its Registered Office at.....(hereinafter called the "Bidder"), have received an enquiry for **Services for beneficiation of Coal** for Talwandi Sabo Power Limited, Village-Banawala, Mansa-Talwandi Sabo Road, District-Mansa, Punjab (hereinafter called the "Principals").

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

**DECLARES:**

Hereby to Guarantee irrevocably up to a maximum amount of Rs. .... the due fulfillments by the Bidder of their obligations in this regards, and consequently undertakes to pay, without demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder, to Principals on their first written demand (signed by a Associate General Manager of the Company with date and amount in Rs.) all that which the Principals declare that Bidder are due to them in this respect, such with due observance of the maximum amount.

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

The bank shall not be released of its obligations under these presents by any exercise by the Principals of its liberty with reference to matters aforesaid or any of them or by reason of any other act of



forbearance or other acts of omission or commission on the part of the Principals or any other indulgence shown by the Principals or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the bank.

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

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

This Guarantee is not negotiable or assignable.

Please return this Guarantee to us for cancellation on expiry.

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

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

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## ANNEXURE-IV: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date:

Guarantee No.:

To

Talwandi Sabo Power Limited

Village Banawala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

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

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

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

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

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

forthwith the sum demanded by TSPL on first written demand without any protest or demur.

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

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

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

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

For and on behalf of

Bank :

Address:

(AUTHORISED SIGNATORY OF BANK)

**ANNEXURE-V: FORMAT FOR DECLARATION OF BENEFICIATION TECHNOLOGY, TOTAL CAPACITY & SPARE CAPACITY**

(ON THE LETTER HEAD OF THE BIDDING COMPANY)

(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

Dear Sir,

Sub: Declaration of Beneficiation Technology, Total capacity & spare capacity.

This is to certify that, M/s \_\_\_\_\_ (Name of Bidder) that following is the technical details of our Beneficiation Plant which is proposed to undertake coal washing for Talwandi Sabo Power Limited (TSPL) by lifting coal from MCL:

1. Name of the Beneficiation Plant :
2. Address of the Beneficiation Plant :
3. Name of the Bidder :
4. Beneficiation Plant Technology :
5. Date of Commissioning :
6. Capacity of the Beneficiation Plant (in terms of Raw Coal) :
7. Spare capacity for TSPL (in MTPA) :
8. Proof of ownership of Beneficiation plant by the Bidder or proof of tie-up of the Bidder with the Owner of Beneficiation Plant (Ownership structure of the Bidder (in case of JV or consortium, Ownership structure of all the Companies of JV or consortium are required) certified by Statutory Auditor, any other document can be attached).
9. Whether Washery is currently operational : Yes / No
10. If "No", expected date of Washery operation to be mentioned :
11. Whether at present, the Washery is ready for operation with all approvals in place : Yes / No

Thanking You,

(Signature of Authorized Person With

Name, Designation & Complete Address)

PLACE : \_\_\_\_\_

DATE : \_\_\_\_\_

**ANNEXURE-VI: END USER CERTIFICATE FOR SUPPLIES OF QUANTITIES**

(ON THE LETTER HEAD OF END-USER / PSU's)

(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

Dear Sir,

Sub:

\_\_\_\_\_

This is to certify that, M/s \_\_\_\_\_(Name of Bidder) have supplied beneficiated/imported/domestic/blended steam Coal (Please stroke out whichever is not applicable) to us as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

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-VII: 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 9 of Volume I* of Bidding Document, we hereby furnish the following details:

We, \_\_\_\_\_ (Name of Bidder/ Name of Lead Member) confirm that our average Annual Turnover on stand-alone basis during the preceding three 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:

Sr. No,	Financial Year	Average Annual Turnover		Exchange Rate as on seven days prior to last date Bid Submission
		Amount in Bidder's Currency	Amount in Rs.	
1.	2015 – 16			
2.	2016 – 17			
3.	2017 - 18			

In case 2017-18 figures not available, 3 years may be taken as 14-15, 15-16 & 16-17.

Date:

Signature:

Place:

Name:

Designation:

Seal of Firm

**Note:**

1. In case the Bid is submitted by a Joint Venture, information as above shall be furnished by the Lead Member.
2. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.
3. This certificate should either be countersigned by Statutory Auditors or may be issued by Statutory Auditors on their Letter head.

## ANNEXURE-VIII: FORMAT FOR NET-WORTH

**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 9 of Volume I* of Bidding Document, we hereby furnish the following details:

We, \_\_\_\_\_ (Name of Bidder/ Name of Lead Member) confirm that average Net-worth of our company as on the last date of financial year immediately preceding the last date of Bid submission is as below.

The Details are as under:

Sr. No.	Description	Details (As on last date of preceding financial year of last date of Bid submission)
1	Paid-up share capital (Rs. Crore)	
2	Net-worth (Rs. Crore)	
3	%age of Networth to Paid up share capital	

Date:

**Notes:**

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. In case the Bid is submitted by a Joint Venture, information as above, shall be furnished by Lead Member.
3. This certificate should either be countersigned by Statutory Auditors or may be issued by Statutory Auditors on their Letter head.

## ANNEXURE-IX: VENDOR REGISTRATION FORM

VENDOR REGISTRATION FORM	
Dear Vendor,	
Kindly fill in the following details about your esteemed organization for the updation of our database. We assure you that all information provided by you shall be kept confidential.	
CATEGORY (Manufacturer/ Service Vendor / Trader / Dealer etc.)	
MAJOR PRODUCT / SERVICE	
GENERAL INFORMATION	
NAME OF THE VENDOR	
NAME OF THE PROMOTER	
DATE OF INCORPORATION	
STATUS OF THE VENDOR (Proprietary / Private Limited / Partnership / Public Limited / Others)	
<u>ADDRESS FOR CORRESPONDENCE</u>	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
TELEPHONE NUMBER	
FAX NUMBER	
<u>REGISTERED OFFICE</u>	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
TELEPHONE NUMBER	



FAX NUMBER	
<u>FACTORY / WORKS</u>	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
COUNTRY	
TELEPHONE NUMBER	
FAX NUMBER	
COMPANY WEBSITE	-
Do you Fall under Micro Small and Medium scale enterprise, if yes please provide certificate	-
<u>CONTACT PERSON DETAILS</u>	
NAME	
DEPARTMENT	
DESIGNATION	
MOBILE NUMBER	
E-MAIL ID	-
ALTERNATE E-MAIL ID	-
<b>TAXATION DETAILS</b>	
INCOME TAX NUMBER (PAN)	
EXCISE REGISTRATION NUMBER	
EXCISE RANGE	
EXCISE DIVISION	
EXCISE COMMISSIONERATE	

TIN NUMBER		
VAT / CST NUMBER		
SERVICE TAX REGISTRATION NUMBER		
<b>BANK DETAILS</b>		
BANKER'S NAME		
BANK BRANCH		
HOUSE NUMBER & STREET		
CITY		
POSTAL CODE		
STATE		
BANK ACCOUNT NUMBER		
IFSC CODE (Please get this code from your bank branch) (11 Digit)		
<b>FINANCIAL DETAILS</b>		
FINANCIAL YEAR	GROSS TURNOVER	NET PROFIT
2011-12		
2010-11		
2009-10		
* Kindly specify the figures in INR Crores and enclose the audited financial reports for the same		
<b>QUALITY SYSTEM INFORMATION</b>		
PERSON RESPONSIBLE		
DESIGNATION		
TELEPHONE		
FAX		
MOBILE		

E-MAIL	-
TECHNICAL COLLABORATIONS (Indigenous / Foreign / NA)	
TECHNICAL PARTNER	-
CONTACT PERSON NAME	
HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
TELEPHONE NUMBER	
FAX NUMBER	
MOBILE NUMBER	
WEBSITE ADDRESS	
<b>REFERENCES</b>	
LIST YOUR TOP FIVE CLIENTS	
HAVE YOU/ YOUR SISTER CONCERN EVER WORKED WITH ANY OF THE VEDANTA GROUP COMPANY* (Yes / No) (If yes, please enclose the order copies)	

HAVE YOU/ YOUR SISTER CONCERN EVER BLACKLISTED IN ANY OF THE VEDANTA GROUP COMPANY\* (Yes/ No) (if yes, state reason)

**AFTER SALES SERVICE**

NEAREST SERVICE LOCATION

HOUSE NUMBER & STREET

CITY

POSTAL CODE

STATE

CONTACT PERSON NAME

PHONE NUMBER

SKILLED MANPOWER STRENGTH

FACILITIES AVAILABLE

**CUSTOMER SUPPORT**

DO YOU INFORM YOUR CUSTOMER ABOUT THE FOLLOWING: (please indicate YES / NO)

A) QUALITY CHANGES

B) QUANTITY CHANGES

C) DELIVERY CHANGES

D) PRICE CHANGES

DO YOU KEEP REFERENCE SAMPLES? IF YES, HOW LONG?

DO YOU KEEP TRACK OF NON-CONFORMITIES?

DO YOU HAVE DOCUMENTED PROCEDURES FOR CUSTOMER COMPLAINTS?

HOW OFTEN YOU OBTAIN FEEDBACK FROM CUSTOMERS?  
(Monthly / Quarterly / Yearly)

**MANUFACTURING & PROCURMENT DETAILS**

PRODUCTION CAPACITY		
AVERAGE CAPACITY UTILIZATION		
BIGGEST ORDER EXECUTED (Please mention value also)		
ORGANIZATIONAL MANPOWER (NUMBERS)		
ENGINEERS		
SUPERVISORS		
SKILLED LABOUR		
UNSKILLED LABOUR		
PLANNING & MONITORING TOOLS USED		
MAJOR MACHINERIES WITH MAKE		
LIST YOUR MAJOR RAW MATERIALS & THEIR SOURCES	a)	
	b)	
	c)	
	d)	
	e)	
LIST YOUR MAJOR BOUGHT OUT ITEMS & THEIR SOURCES	a)	
	b)	
	c)	
	d)	
	e)	
LIST YOUR MAJOR IMPORTS & COUNTRIES FROM WHERE IMPORTED	a)	
	b)	
	c)	
	d)	

	e)	
LIST YOUR MAJOR SUB-CONTRACTORS	a)	
	b)	
	c)	
	d)	
<b>OTHERS</b>		
Is any of your relatives working in one of the Vedanta Group Companies*? (Yes / No)		
If yes, kindly provide the following details		
NAME		
DESIGNATION		
COMPANY		
LOCATION		
I / We declare that the information furnished above is correct to the best of my / our knowledge.		
I / We undertake to inform you at the earliest of any changes in the details mentioned above		
<b>AUTHORIZED SIGNATORY</b>		
<b>Name:</b>		<b>Seal of the Company</b>
<b>Designation:</b>		

**\*VEDANTA GROUP COMPANIES**

1. HINDUSTAN ZINC LIMITED, (HZL)
2. VEDANTA ALUMINIUM LIMITED, JHARSUGUDA (VAL)
3. VEDANTA ALUMINIUM LIMITED, LANJIGARH (VAL)
4. BHARAT ALUMINIUM COMPANY (BALCO)
5. MADRAS ALUMINIUM COMPANY (MALCO)
6. SESA GOA
7. KONKOLA COPPER MINES (KCM)
8. STERLITE TECHNOLOGIES LIMITED (STL)
9. STERLITE INDUSTRIES INDIA LTD (SIIL)
10. STERLITE ENERGY LTD (SEL)
11. CAIRN INDIA
12. COPPER MINES OF TASMANIA (CMT)

**ANNEXURE-X: DECLARATION OF MINIMUM YIELD GUARANTEE**

To,

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

Dear Sir

We are hereby guaranteeing minimum monthly yield of **65 %** irrespective of the grade of coal lifted from the mines.

(Signature of Authorized Person with Stamp and  
Name, Designation & Complete Address)

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Annexure – XI: UNDERTAKING**

(ON THE LETTER HEAD OF THE BIDDING COMPANY)

Date\_\_\_\_\_

To

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

Subject: Regarding Tender no. TN/25/TSPL/2018-19/R9

Sir,

In continuation to tender no. TN/25/TSPL/2018-19/R8 dated 13 Feb'19, it is submitted that the documents regarding EMD, Technical and financial as per clause 3 and 9 of Volume I, as submitted for tender no. TN/25/TSPL/2018-19/R8 may please be considered for fulfilling the qualifying requirement as per clause no 3 and 9 of Volume I, for tender no. TN/25/TSPL/2018-19/R9.

We hereby agree to all the terms and conditions of the revised tender no. TN/25/TSPL/2018-19/R9 and declare that we have not taken any deviation to provisions of revised Tender no. TN/25/TSPL/2018-19/R9.

We hereby submit the price bid in a sealed envelope, signed copy of the tender document TN/25/TSPL/2018-19/R9 including all Annexures & same shall be considered for this tender TN/25/TSPL/2018-19/R9. The previously submitted price bid on 25<sup>th</sup> Feb'19 stands withdrawn.

For (Company Name)

<Sign & Stamp>

(Authorized Signatory)