



**Tender Specification No:
TN/27/TSPL/2018-19/R1**

TENDER DOCUMENT

For

ACTIVE MINE MANAGEMENT

For

**TALWANDI SABO POWER LIMITED (OWNER)
1980 MW SUPERCRITICAL THERMAL POWER PLANT
(3 X 660 MW)
AT VILLAGE BANAWALA, DISTT. MANSA,
PUNJAB, INDIA**

26th February 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).

TSPL invites bids from reputed Contractor's for Active Mine Management of Linkage Coal and supply to Talwandi Sabo Power Limited, Mansa on Terms & Conditions as specified in this Tender. 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.

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. 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 and other incidentals relevant to the price as specified in Annexure - I. 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

S. No.	Bid Reference	Details/ Tentative time lines
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	01 st March 2019
2	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	06 Mar 2019 by 11:00 AM
3	Opening of EMD (Envelope-I)	06 Mar 2019 by 11:30 AM
4	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	06 Mar 2019 by 12:30 PM
5	Price bid opening (only for qualified bidders) (Envelope-III)	06 Mar 2019 by 01:30 PM

Bidders can submit their bids by courier / direct submission on or before as per above tender timelines. TSPL shall open the bids as per above time lines. It is interest of bidders to make themselves available for the bid opening. Same is not compulsory. TSPL shall review the bid documents and call the successful bidders for negotiation during 2nd week of March 2019.

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

The bidders are required to deposit the Earnest Money of INR 10 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 (except for following Banks: IDBI Bank, UCO Bank, Bank of India (BoI), Central Bank of India, Indian Overseas Bank, Dena Bank, Oriental Bank of Commerce (OBC), Bank of Maharashtra (BoM), United Bank of India, Corporation Bank and Allahabad Bank) encashable at Mansa/Bathinda branch. The validity of the EMD shall be six months from the Tender opening date and shall be extended for suitable period in case requested by TSPL. 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 Contract, the Contractor(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's proforma) for an amount equivalent to 5% of Basic Annual Contract value from any of the Indian Nationalized Bank or scheduled bank (except for following banks: IDBI Bank, UCO Bank, Bank of India (BoI), Central Bank of India, Indian Overseas Bank, Dena Bank, Oriental Bank of Commerce (OBC), Bank of Maharashtra (BoM), United Bank of India, Corporation Bank and Allahabad Bank) encashable at Mansa/Bathinda branch. The Security Deposit Bank Guarantee shall remain in full force and effect during the period of the contract that would be taken for satisfactory performance and fulfilment in all respect of the Contract. And the Bank Guarantee shall have a claim period of 6 months post the expiry of the validity period.

9. QUALIFICATION REQUIREMENT (TECHNICAL BID)

<u>Criteria</u>	<u>Proof to be attached</u>
9.1 Quantity of the coal handled by the bidder should be at least 5 Million MT in any of last 3 years (i.e. FY 15-16, 16-17, 17-18, 18-19)	9.1.1 Contract Copies and Performance certificates of already executed similar work(s)

	9.1.2 Details of work similar to that mentioned in this tender document during past 3 years and orders currently under execution
9.2 Turnover of the bidder shall be more than INR 20 Crores per annum for last 3 years (i.e. FY 15-16, 16-17, 17-18)	9.2.1 Turnover Certificate from Statutory Auditors. 9.2.2 Audited Balance Sheets & Profit and loss statement of last 3 financial years
9.3 Bidder's organization chart including the competency details for complete work as per the Scope of work mentioned in this Tender Document	

10. EVALUATION OF THE BID

The Bids shall be evaluated on the basis of the following criteria:

- a. Bidders quality of technical / commercial offer for providing relevant services
- b. Bidder's price proposal.

TSPL reserves the right to award contract to party other than L-1 in the interest of supplying continuous power to PSPCL.

11. NEGOTIATIONS AND AWARD OF CONTRACT

TSPL reserves the right to negotiate the Bid Price to further lower the Cost.

12. BID VALIDITY

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

VOLUME II: CONDITIONS OF CONTRACT

1. DEFINITIONS

- (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 the Party selected to perform 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 Governments 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 Bidder, as the case may be, and "Parties" means both of them.
- (n) **“Personnel”** means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (o) **“Quarter”** implies a continuous period of 90 days reckoned from the day one shall be treated as one Quarter and subsequent period of 90 days after completion of previous Quarter shall be treated as following Quarter.
- (p) **“Responsiveness”** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (q) **“Services/Works”** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Agreement or Contract.
- (r) **“MCL”** means Mahanadi Coalfields Limited
- (s) **“CIL”** means Coal India Limited including its subsidiaries
- (t) **“Received Quantity”** means the GRN Quantity of TSPL
- (u) **“GRN Quantity”** means lower of RR weighment and Weight recorded at TSPL Weigh Bridge

2. NOTICES

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 by courier or by facsimile, to the addresses of the parties as to be mentioned in the Agreement/Contract to be executed.

3. GOVERNING LAWS

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

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, COMPLETION AND MODIFICATION OF CONTRACT

Effectiveness of Contract: The Contract/Agreement shall come into force with effect from the date of signing of the same by both the Parties.

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

6. PAYMENT TERMS

Contractor is required to submit the duly certified quality report, R/R No., Invoice No., No of wagons and the net weight along with the bills/invoice, without which bills shall not be accepted.

Payment of 100% of the Monthly bill after adjustment as per provisions of the contract shall be done to the Contractor within 30 days from the day of submission of the bill for the service charges along with the supporting documents.

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

The Contractor shall abide by all the statutory requirements like PAN registration, TIN No registration, GST Registration & procedures, etc.

Further, Bidder shall be required to comply with the requirements as laid down by the Reserve Bank of India/Government of India from time to time.

7. PERIOD OF CONTRACT

The contract shall be valid for a period of 24 months effective from the Effective Date or any other date if specified in the contract. Further, if the performance is found satisfactory, the contract period may further be extended for 1 year if mutually agreed by Contractor and TSPL.

8. 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 Tender Document.

9. 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 or such other events, which are in excess of the statistical measures for the last hundred (100) years.

Force Majeure also includes any delay to the activities of TSPL due to any act of government/authorities viz. delay in providing consent, any unlawful, unreasonable or discriminatory revocation of any consent required by TSPL for carrying out the project/activities, and any other unlawful, unreasonable or discriminatory action on the part of an Indian 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.

10. CONFIDENTIALITY

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

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

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

11. 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.

12. 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.

13. 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.

14. 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. TSPL also reserves the right to terminate the Contract with Immediate Effect in case of non-performance of the contract by the Contractor or breach of the obligations of the Contractor. 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.

15. SEVERABILITY

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

16. 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.

17. SPLITTING OF WORK

TSPL reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons. 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. TTSP also reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

18. 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.

19. SUB CONTRACT

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

20. 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.

21. 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.

22. BANKRUPTCY

If the Contractor commits any action of bankruptcy or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceedings, except for

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

23. RISK PURCHASE

In the event of any failure on Contractor's part to execute the Contract as per the terms mentioned therein, TSPL 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 Contractor; or
- c) Cancel the Contract and get the Material/Equipment/Goods from any other agency at the risk and cost of the Contractor.

24. 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.

25. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE

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

26. ARBITRATION

The parties hereto shall endeavor to amicably settle all disputes and differences relating to or arising out of the Contract through friendly negotiations.

- i. In the event of the Parties failing to resolve any dispute amicably, the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996, as is prevalent in India. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third Arbitrator. The Arbitrators shall give a reasoned award.
- ii. The place of arbitration shall be Mansa, Punjab and the language of the arbitration shall be in English. The Parties further agree that any arbitration award shall be final and binding upon the Parties.

The Parties hereto agree that they shall be obliged to carry out their obligations under the Contract even in the event a dispute is referred to arbitration.

27. JURISDICTION

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

28. REPORTING

- a. Contractor will submit report on daily Rakes loaded, coal shifted to Railway Siding and other information as required on daily basis through E-mail, SMS or other communication media suitable to TSPL.
- b. Contractor will submit a details of 2 persons designated as Single Point Contact (SPOC) for the contract with Mobile no. and e-mail addresses for co-ordination on daily basis along with Employee list, designation, qualification, etc.
- c. If any of the person designated as SPOC leaves during the period of the contract, same will be replaced immediately within a period of 7 days.

29. BUSINESS ETHICS

29.1 GIFTS AND COURTIESIES: 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 if faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Supplier must report the same immediately at 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.

Appendix- A: Supplier Code of Conduct

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

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

▪ **LABOUR & HUMAN RIGHTS**

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

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

▪ **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

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

▪ **BUSINESS INTEGRITY**

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

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

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

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

▪ **INTELLECTUAL PROPERTY**

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

▪ **THIRD PARTY REPRESENTATION**

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent

Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

▪ **PROHIBITION ON INSIDER TRADING**

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

▪ **SUPPLIER'S COMPLIANCE COMMITMENT**

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

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

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

Please contact the concerned 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 specification covers the job of arranging coal supplies to Talwandi Sabo Power Limited, Mansa by Rail/RCR from M/s Mahanadi Coalfields Limited (MCL)/ Coal India Limited (CIL) mines at Talcher, IB Valley Area or any other mine assigned by MCL/CIL against the Coal allocated by MCL/CIL. Coal being vital input, ensuring uninterrupted supplies as per the quantity and quality requirements set out in the contract is the essence of services to be rendered by Contractor. The detailed scope of work for Coal Lifting & Transportation management is as follows:-

- I. Contractor will ensure 100 % materialization of contracted quantity within permitted time frame on monthly basis by MCL/CIL and/or Railways.
- II. Contractor will ensure the allocation of required grade of Coal from desired coalfields as per this contract.
- III. Contractor will ensure timely consent, allotment and loading/dispatch of rakes and supervise by deploying sufficient resources at the loading point and ensuring that proper quantity and quality coal is loaded and the coal is free from shale/stone, big size boulders and other foreign ingredients and also ensure 100% (-100) mm crushed coal.
- IV. Contractor will ensure that boulders, stones & shales are not loaded into rakes for TSPL.
- V. Contractor will ensure that under loading is avoided and the wagons are loaded as per the permissible carrying capacity of the rake as mentioned in the relevant railways/ MCL/CIL circular and minimize the dead freight.
- VI. Contractor will ensure that over loading of rakes is avoided to ensure zero punitive for overloading by Railways.
- VII. Contractor will ensure timely dispatch of rakes by arranging the required power & crew immediately after loading.
- VIII. Contractor needs to take all statutory approvals required for dispatching Coal from Mine(s) to TSPL i.e. Indent placement for rake, EDRM approval etc.
- IX. Contractor will coordinate with MCL/CIL/Mines staff/Railway Authorities for the smooth and continuous flow of rakes from respective sidings.
- X. Contractor will ensure rake movement as per TSPL Plant requirement.
- XI. Contractor will coordinate, follow up and inform TSPL for the linkage rakes status which are in transit from the point of dispatch from till TSPL site. Also, daily MIS of rakes in transit shall be submitted to TSPL.
- XII. Contractor will ensure that no bulged wagons are dispatched to TSPL power plant. In case a bulged wagon is dispatched then any kind of delay or penalty incurred to TSPL due to demurrage charges shall be payable by Contractor up to 50% of the demurrage amount charged by railways for the respective rake.
- XIII. Contractor will collect the Coal bills and provide other original documents from the MCL/CIL/Railways immediately after issuance and forward the same to our plant. Contractor will also take up with MCL/Railways for obtaining refund amount due to TSPL for various reasons.
- XIV. Contractor will ensure following in respect to the coal bills and RR collected from MCL/CIL and Railways

- a. The calculation of the coal bill in reference to the RR details and FSA provisions. Necessary correction if required shall be taken up with MCL/CIL/Railways.
 - b. Check correctness of calculation of Railway Freight and other charges in RR and necessary correction if required shall be taken up with Railways.
 - c. Documentation (in hard copy and soft copy) of all relevant documents pertaining to each rake/RCR coal. Submission of soft copy of these documents to TSPL every week.
 - d. Issuance of Debit/Credit Notes from MCL/CIL as per the adjustment with CIMFR Results or otherwise.
- XV. Contractor will ensure timely submission of necessary letters to Railways/MCL/CIL on behalf of TSPL and arrange acknowledgement of the same.
 - XVI. Contractor will support TSPL for carrying out reconciliation of linkage coal on quarterly basis with MCL & Railways.
 - XVII. Contractor will give detailed plan of rake supplies in writing or in e-mail for the given month before commencement of rake supplies for each month.
 - XVIII. Contractor will provide following daily MIS reports to TSPL through e-mail:
 - a) MCL coal program allocation and offer to TSPL
 - b) Program & Allotment of rakes for loading by Railways/EDRM to TSPL.
 - c) Balance rake remaining to be loaded for TSPL.
 - d) Daily coal rake dispatch by MCL at Talcher, IB Valley Area or any other colliery.
 - e) Position of Rakes and arrival time.
 - XIX. Contractor will ensure submission of scanned legible copy of original Railway Receipt(RR) to TSPL within 48 hours from the date of issuance of RR by Railways. Also, Contractor shall ensure the submission of original RR to TSPL within 20 days of issuance of the same by Railways.
 - XX. No Service Charge shall be paid for coal consigned to TSPL but diverted by Railways to Plant other than TSPL. No Service Charge shall be payable for the coal received by diversion at TSPL which was originally booked for and belong to any Plant other than TSPL.
 - XXI. Contractor shall complete reconciliation with MCL Kolkata for Coal Bills, account balances & other related documents on monthly/need basis.
 - XXII. Contractor shall ensure proper documentation for all Incentives/penalties/claims to MCL as per FSA. Also, Contractor shall be responsible for handling of disputes with respect to FSA.
 - XXIII. Contractor shall coordinate with CIMFR for timely issuance of results of coal lifted from MCL/CIL. Contractor shall also ensure the delivery of coal to TSPL as per the quality declared by CIMFR.
 - XXIV. Contractor shall ensure documentation of CIMFR Results in excel, soft copy and hard copy. Also, Contractor shall ensure correction of CIMFR results (if required) by taking up with CIMFR.
 - XXV. Contractor needs to submit the complete details (Name, qualification & contact details) within 7 days of signing of the contract for the manpower to be deputed at Talcher, IB Valley, MCL/CIL Kolkata, Railways, EDRM office Kolkata & also at other relevant locations which are not stated here.
 - XXVI. Contractor with the help of deployed escorts shall ensure supervision of covering of rakes with Tarpaulin till it reached TSPL site.
 - XXVII. Contractor shall ensure escorting of the rakes from loading point till TSPL site and the escorting report of each rake shall be submitted to TSPL upon completion of journey.
 - XXVIII. Contractor shall ensure repair of wagons

- XXIX. Contractor shall ensure timely generation of e-way bills/other statutory requirements for all dispatches to TSPL via road/rail.
- XXX. Contract shall depute two Resident Representative at TSPL site to ensure end to end execution of the service as given in scope of this tender document. The boarding, lodging, transportation shall be in scope of Contractor. The resident representative shall have minimum 3 years of experience in similar field and shall be approved by TSPL prior to deputation.
- XXXI. The Contractor shall ensure dispatch of loading point coal sample to TSPL site within 3 days from the date of sampling. The cost of the same shall be in scope of the Contractor.
- XXXII. Contractor shall ensure issuance of credit note of Ungraded coal dispatched from MCL/CIL.
- XXXIII. Apart from the regular jobs listed herein, the Contractor shall also take up all the pending jobs of previous period related to MCL/CIL and Railways. This includes recoveries, debit/credit notes, reconciliations, result corrections, bills, etc.
- XXXIV. Contractor shall ensure following in relation to diverted rake & missing wagon of TSPL
- a. Tracking of diverted rake and missing wagon
 - b. Settlement and claim of refund from Railways for diverted rake & missing wagon
- XXXV. Contractor to submit MCL coal loading performance report for every calendar month by 4th day of subsequent month.
- XXXVI. Contractor to submit complete Landed cost workings with grade of coal and expected GCV ARB against coal supplied by CIL other subsidiaries. (SECL, ECL, NCL, BCCL, SCCL etc.). This report to be submitted by contractor at the beginning of each quarter.
- XXXVII. Contractor has to make update themselves with respect to developments in CIL coal and update TSPL on continuous basis for corrective /preventive/timely action.
- XXXVIII. Contractor to co-ordinate and follow up with respective railway authorities for payment of Land Licensing fees, Staff salary calculation and payments, submission of demurrage waiver letters and get the demurrage waived off and all railway's related work in the entire process of coal loading from source by Rail, Road to Rail, Rail to Rail, receipt at plant and post unloading formalities and documentation.

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

Note:

1. The performance of the Contractor shall be evaluated through a scorecard mutually agreed between the parties. The incentive and damages shall also be linked to this scorecard.
2. The review of the performance shall be done on weekly basis through Video Conferencing and at TSPL site on monthly basis.

ANNEXURE-I: PRICE BID FORMAT

QUANTITY MANAGEMENT

Fixed Materialization Charges: INR (to be Bidded) PMT.

Materialization	
>95%	Bonus of <u>(to be Bidded)</u> PMT on total quantity received at TSPL
90%-95%	Bonus of <u>(to be Bidded)</u> PMT on total quantity received at TSPL
85%-90%	No Bonus/Penalty.
80%-85%	Damages of <u>(to be Bidded)</u> PMT on total quantity received at TSPL
75%-80%	Damages of <u>(to be Bidded)</u> PMT on total quantity received at TSPL
70%-75%	Damages of <u>(to be Bidded)</u> PMT on total quantity received at TSPL
<=70%	Damages of <u>(to be Bidded)</u> PMT on total quantity received at TSPL

Materialization on Monthly Allocation:

- i. Materialization will start from 2nd/3rd/4th day of every month till 3rd day of next month.
- ii. For materialization damages, Quantity received at TSPL site will be considered.
- iii. Materialization achievement % for the calculation of Bonus/Penalty is to be done based on the Monthly Scheduled Quantity (MSQ) as per FSA,

i.e. $\frac{\text{(No. of rakes loaded from Monthly quota including Supplementary rakes)} * 100}{\text{(Monthly quota of No. of rakes sanctioned by MCL including Supplementary rakes)}}$

and will not be calculated based on the arrival of rakes at TSPL.

- iv. The bonus and damages shall be prorated for the respective slabs in reference the materialization % calculated above.
 - o For. Eg, if the materialization % is 83% and the corresponding slab for 80%-85% is 'damages at INR 5 per MT'. Then the damages shall be recovered at INR 2 per MT considering shortfall of 2% from 85%.
 - o For. Eg, if the materialization % is 93% and the corresponding slab for 90%-95% is 'damages at INR 5 per MT'. Then the bonus shall be paid at INR 3 per MT considering increase of 3% from 90%.

In case the rakes are transferred from Monthly quota to RCR mode considering the non-performance of the Contractor, then the materialization shall be calculated based on monthly quota allotted during beginning of the month.

- v. In case, any number of rakes in any given month if TSPL plans to lift through rail to rail mode through WASHERY then such number of rakes shall be deducted from original quota for the month and AMM performance will be calculated accordingly. No charges whatsoever will be paid by TSPL towards this rakes to AMM.

QUALITY MANAGEMENT

a) GCV (ARB) RECEIPT AT TSPL:

Fixed Charges for all Sidings: INR (to be Bidded) PMT

Talcher	BOCM	LOCM	
3300 & Below 3300	2900 & Below 2900	2800 & Below 2800	Penalty of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3300 and up to 3400	Above 2900 and up to 3000	Above 2800 and up to 2900	Penalty of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3400 and up to 3500	Above 3000 and up to 3100	Above 2900 and up to 3000	Penalty of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3500 and up to 3550	Above 3100 and up to 3200	Above 3000 and up to 3100	No Bonus/No Penalty on total quantity received at TSPL
Above 3550 and up to 3650	Above 3200 and up to 3300	Above 3100 and up to 3200	Bonus of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3650 and up to 3750	Above 3300 and up to 3400	Above 3200 and up to 3300	Bonus of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3750 and up to 3850	Above 3400 and up to 3500	Above 3300 and up to 3400	Bonus of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL
Above 3850	Above 3500	Above 3400	Bonus of INR <u>(to be Bidded)</u> PMT on total quantity received at TSPL

The bonus and damages shall be prorated for the respective slabs in above table.

b) CIMFR Results

CIMFR GCV ARB shall be derived from CIMFR report as per formula given below.

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

Where,

Eq. Moisture is Equilibrated Moisture.

Eq. GCV is Equilibrated GCV.

In case the GCV(ARB) of TSPL site varies from the CIMFR GCV(ARB), then the bonus/damages shall be as per below table

S.No	GCV(ARB) (TSPL minus CIMFR)	Bonus/Damages

1	(> +200)	Bonus of INR <u>(to be Bidded)</u> PMT of the Received Quantity
2	(+150 to +200)	Bonus of INR <u>(to be Bidded)</u> PMT of the Received Quantity
3	(+100 to +150)	Bonus of INR <u>(to be Bidded)</u> PMT of the Received Quantity
4	(+50 to +100)	Bonus of INR <u>(to be Bidded)</u> PMT of the Received Quantity
5	(0 to +50)	Bonus of INR <u>(to be Bidded)</u> PMT of the Received Quantity
6	(0 to -50)	Damages of INR <u>(to be Bidded)</u> PMT of the Received Quantity
7	(-50 to -100)	Damages of INR <u>(to be Bidded)</u> PMT of the Received Quantity
8	(-100 to -150)	Damages of INR <u>(to be Bidded)</u> PMT of the Received Quantity
9	(-150 to -200)	Damages of INR <u>(to be Bidded)</u> PMT of the Received Quantity
10	(<-200)	Damages of INR <u>(to be Bidded)</u> PMT of the Received Quantity

The bonus and damages shall be prorated for the respective slabs in above table.

SHORTAGES

Monthly Shortages %	
>+1%	Flat Bonus @ INR <u>(to be Bidded)</u> PMT of Received Quantity
+0.5% to +1%	Flat Bonus @ INR <u>(to be Bidded)</u> PMT of Received Quantity
0% to +0.5%	Flat Bonus @ INR <u>(to be Bidded)</u> PMT of Received Quantity
0% to -0.5%	Flat Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity
-0.5% to -1%	Flat Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity
Shortage more than -1%	Flat Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity

$$\text{Shortage \%} = \frac{[(\text{Weight at TSPL end}) - (\text{Loading weight at MCL end})] * 100}{(\text{Loading weight at MCL end})}$$

where,

- Loading weight at MCL end is RR weight billed by MCL to TSPL.
- In case of skipping of Weighment at TSPL end, MCL Weighment shall be considered for billing purposes.

STONES

Contractor shall ensure that no stone is loaded in rakes for TSPL. In case, stones are received at TSPL then the recovery of damages shall be done from the Contractor amounting to the coal value of the quantity of stones received at TSPL site. Stones quantification based on monthly PV report conducted by TSPL is taken as final for calculation purpose.

MOISTURE

In case the Monthly weighted Average total Moisture of coal received at TSPL site is higher than CIMFR declared Total Moisture by more than 1% then moisture correction will be applicable for the received quantity of coal at TSPL. Bidder to quote Rs PMT of the damages for the same.

Results of TSPL Lab shall be final and binding.

OVERLOADING

Contractor shall ensure that no rake is overloaded. In case the rakes are loaded beyond the chargeable weight as per Railways for the respective rake, then the punitive charges added by Railways. Bidder to quote Rs PMT damages for the same.

UNDERLOADING

Contractor will ensure that under loading is avoided and the wagons are loaded as per the permissible carrying capacity of the rake as mentioned in the relevant railway & MCL circular and minimize the dead freight. In case the rakes are under loaded, then the damages for under-loading shall be applicable as per below table: -

Underloading %	
0 to 0.5%	Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity at TSPL
0.5% to 1%	Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity at TSPL
More than 1%	Damages @ INR <u>(to be Bidded)</u> PMT of Received Quantity at TSPL

Underloading % = $[(\text{Chargeable Weight as per RR}) - (\text{RR Weight at Loading end}) - (\text{TSPL weight of extra wagons of Linkage received}) - (\text{Under loading qty reimbursed by MCL in Coal Bill})] * 100 / (\text{Chargeable Weight as per RR})$

where,

- In case of non-identification of source of Extra wagons received at TSPL, same shall be considered as Linkage Coal.
- In case of skipping of Weighment at TSPL end, MCL Weighment shall be considered for billing purposes.

Note:

- All calculations to be done on Monthly weighted basis (Materialization, GCV, Shortage).
- GRN quantity (i.e. Lower of RR weighment and Weight recorded at TSPL Weigh Bridge (TSPL weighment)) shall be considered for all payment purposes (Materialization, GCV, Shortage, Talcher Ib Ratio).

- GCV Bonus/Penalty to be calculated separately for Talcher/LOCM/BOCM.
- Shortage Bonus/Penalty to be calculated on Total qty. (Talcher+LOCM+BOCM)
- Under loading Bonus/Penalty to be calculated on Total qty. (Talcher+LOCM+BOCM)
- Bills to be raised on Monthly rake quota basis as allocated by MCL for which Sanction is released.

RAKE ESCORTING

RAKE ESCORTING CHARGES PER RAKE FROM MCL/CIL (DOMESTIC COAL) – To be bid

RAKE ESCORTING CHARGES PER RAKE FROM PORT (IMPORT COAL) – To be bid

In case the any rake(s) is not escorted then the damage charges shall be applicable to the contractor at INR 5000 per instance along with value of loss of coal quantity for the respective rake(s).

WAGON REPAIR CHARGES PER RAKE – To be bid, sufficient proofs to be submitted along with monthly invoice.

ADDITIONAL COAL

Additional coal means the coal allotted from CIL/MCL in any or all of the following cases:

- a. Allotment of additional coal from MCL/CIL Subsidiaries apart from the regular quota as per FSA
- b. Re-allotment of Lapsed coal from quota as per FSA
- c. Swapping of Quarterly Quota in any of the Quarters
- d. DO allotment of RCR Quantity Coal and Import Component Coal from CIL/MCL

Bidder shall quote rate in PMT separately for all the above mentioned items of Additional Coal.

Declaration to be given by the Bidder

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 other than those specified in the Deviation Sheet Annexure.

We further confirm the following:

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

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

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

We understand that TSPL is not bound to accept the lowest or any other Bid. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

Further, we confirm participation in this bidding process, as per below specified guidelines of TSPL.

- a) TSPL reserves the right to withdraw the auction at any time without assigning any reason.
- b) TSPL reserves the right to re-negotiate with the bidders after the online reverse auction.
- c) TSPL reserves the right to reject any bid, irrespective of being lowest, without disclosing any reason
- d) TSPL reserves the right to renegotiate for better payment & delivery terms

We undertake, if our Bid is accepted, to commence work as per Scope of Work 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: 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. 10,00,000/-

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 toand, 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-III: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

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-IV: END USER CERTIFICATE FOR QUANTITIES HANDLED
(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 handled below Quantity for 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-V: FORMAT FOR ANNUAL TURNOVER

Ref No.:

Date:

To,

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

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 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 Sixty 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	
		Amount in Bidder's Currency	Amount in Rs. Cr
1.	2015 – 16		
2.	2016 – 17		
3.	2017 - 18		

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-VI: 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)

ADDRESS FOR CORRESPONDENCE

HOUSE NUMBER & STREET

CITY

POSTAL CODE

STATE

TELEPHONE NUMBER

FAX NUMBER

REGISTERED OFFICE

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	-
TAXATION DETAILS	
INCOME TAX NUMBER (PAN)	
EXCISE REGISTRATION NUMBER	
EXCISE RANGE	
EXCISE DIVISION	
EXCISE COMMISSIONERATE	

TIN NUMBER	
VAT / CST NUMBER	
SERVICE TAX REGISTRATION NUMBER	

BANK DETAILS

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)	

FINANCIAL DETAILS

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

QUALITY SYSTEM INFORMATION

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	

REFERENCES

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 SERVICENEAREST 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 / Quartely / 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)

OTHERS

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

AUTHORIZED SIGNATORY

Name:

Seal of the Company

Designation:

***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
6. KONKOLA COPPER MINES (KCM)
7. STERLITE TECHNOLOGIES LIMITED (STL)
8. STERLITE INDUSTRIES INDIA LTD (SIIL)
9. STERLITE ENERGY LTD (SEL)
10. CAIRN INDIA
11. COPPER MINES OF TASMANIA, (CMT)
12. TALWANDI SABO POWER LIMITED (TSPL)