



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: EOI/56 /CM/TSPL/2014-15/COAL TRANSPORTATION**

**Bidding Document and Technical Specifications for Lifting and  
Transportation of Coal from Kulda/ Basundhara Mine(s)  
To**

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

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**VOLUME -I  
INSTRUCTION TO BIDDERS**

## **1. INTRODUCTION**

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

TSPL invites bids from reputed suppliers for lifting and transportation of Coal from Kulda/Basundhara Mine(s) to Talwandi Sabo Power Limited, Mansa on terms & conditions specified in this tender specifications.

## **2. GENERAL INFORMATION**

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

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

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

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

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

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

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

TALWANDI SABO POWER LIMITED

Village:Banwala, Mansa-Talwandi Sabo Road,

District: - Mansa, Punjab-151302

Phone: -01659-248000. Email: [tspl.fuel@vedanta.co.in](mailto:tspl.fuel@vedanta.co.in)

The following procedure shall be followed for opening of tenders.

- (a) **Part-I Earnest Money:** The first part consists of Earnest Money Deposit in the form of demand draft/RTGS in favour of "Talwandi Sabo Power Limited" will be opened first.
- (b) **Part-II Technical/Commercial bids:** The second part will consist of technical specification, schedule of deliveries and all other terms and conditions except prices. All commercial terms and conditions including discount if any, rates of Excise duty, CST, VAT, Punjab Sales Tax, service tax (if payable) and Entry Tax etc. shall be specified in the Part-II of the bid, so that any ambiguities relating to General Terms & Conditions Technical details and commercial terms and conditions can be sorted out before the opening of Part-III: i.e. Price Bid. List of documents to be submitted as a part of technical bid are as mentioned in Annexure B. Technical bid shall be opened if the Earnest Money is in conformity to the terms and conditions of the tender.
- (c) **Part-III Price Bids:** The third part will consist of the quoted prices for each item as well as other related terms like freight, insurance, taxes and duties etc. and other incidentals relevant to the price. **No correspondence/clarifications shall be entertained after the opening of Part-III.**

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

- 4.1 The Bidder must have arrangement for loading of coal from nearby railway siding (Kotaria, Vimla, Kharsia, Bhupdeopur) for dispatch of Coal to TSPL's Power Plant.
- 4.2 The Bidder shall have past 3 years' experience of lifting & transportation of coal from MCL or any other CIL mine to the reputed companies & experience certificates shall be provided for same.
- 4.3 The bidder shall have minimum turnover of Rs 5 Crore in the last financial year. The Bidder shall submit the financial details in the form of balance sheets etc. for last three years as a part of technical bid showing the details of Customers, Year-wise Quantity of Coal lifted and Coal dispatches by Rail.
- 4.4 The bidder should have executed minimum 1 million MT quantities in last three years and successfully executed the contract to the satisfaction of the order placing party without any default.
- 4.5 Notwithstanding anything stated above, the Purchaser reserves the right to assess the credibility, capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the Purchaser, and bidder shall furnish all other required documents to the Purchaser.

- 4.6 The Purchaser also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

## 5. TIME SCHEDULE FOR BIDDING PROCESS

Sr.No.	Bid Reference	Details/ Tentative time lines
1	Last date of submission of clarification by the bidders	20.03.2015
2	Issue of clarifications/ amendments by TSPL	21.03.2015
3	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	23.03.2015 latest by 11.00 AM
4	Opening of EMD (Envelope-I)	23.03.2015 at 11.30 AM
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II)	23.03.2015 at 11.30 AM
6	Price bid opening (only for qualified bidders) (Envelope-III)	23.03.2015 at 3.00 PM

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

TSPL reserves the right to assign the scope to single or multiple bidders at the sole discretion of TSPL.

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

## 6. BID LANGUAGE

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

## 7. BID CURRENCY

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

## 8. EARNEST MONEY

The bidders are required to deposit the Earnest Money of Rs. 25 Lakh through Demand Draft to be issued in favor of Talwandi Sabo Power Limited, payable at Mansa or RTGS in favour of

"Talwandi Sabo Power Limited" in the following bank account details

Bank Name : ICICI Bank limited  
Address : Mansa Branch, Shimla Complex, Water Works Road, Mansa  
Account No : 044605000486  
Account Type : Current  
IFSC code : ICIC0000446  
Name of Beneficiary : Talwandi Sabo Power Limited  
Address of Beneficiary : Village-Banwala, Mansa-Talwandi Sabo Road, Mansa,  
151302(Punjab)

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

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

Within ten (10) working days after receipt of LOI/Contract, the Successful Bidder(s) shall furnish the Performance Bank Guarantee (PBG) in the form of a Bank Guarantee to TSPL as per format enclosed at Annexure A of Bidding Documents for an amount equivalent to Rs 2 Crore or 100% of Coal value (whichever is higher) from any of the banks as per list enclosed of Bidding Documents. The Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the Contract and shall be valid initially for the period 6 months beyond the period of Agreement.

Failure of the Successful Bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD in which event TSPL may make the award to the next lowest Bidder (L2) at L1 prices and so on. If this does not work out, TSPL, at its option, may award the Contract to next lowest Bidder at his quoted price and so on. Failure to honor the Award based on his quoted price shall result forfeiture of EMD

TSPL, at its option, may call for revised Price Bids from all the qualified Bidders.



**Volume II**  
**Conditions of Tender**

## 1.0. DEFINITIONS

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

- (a) **"Bidder"** means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder.
- (b) **"Bidding Document/ Bid Document"** includes all the documents listed in the Clause 3.0 of Volume I.
- (c) **"Confidential Information"** means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential
- (d) **"Contract or Agreement"** means the Contract entered into between the Successful Bidder and TSPL, covering the scope of work and terms & conditions of Contract, together with all the documents referred to therein such as this Bidding Document.
- (e) **"Service Provider/ Successful Bidder"** shall mean Party selected to perform the Work under scope of work in this Bidding Document
- (f) **"Contract Price/ Bid Price"** means the price to be paid for the performance of the Work detailed under scope of work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Bidding Document/Contract
- (g) **"Government"** means the Government of India including State Government and Local Statutory Bodies.
- (h) **"Language"** implies English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- (i) **"Local Currency"** means Indian Rupees.
- (j) **"Party"** means TSPL or Bidder, as the case may be, and "Parties" means both of them.
- (k) **"MT/Ton/Tonne"** means Metric Tonne which is equivalent to 1000 Kg.
- (l) **"Personnel"** mean persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof or TSPL's personnel as per the context.
- (m) **"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,
- (n) **"Responsiveness"** shall mean broad compliance to the requirements as ascertained during Technical Bid opening.
- (o) **"Services/Works"** means the work to be performed by the Service Provider pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- (p) **"Subject Package"** means the package for lifting & transportation of Coal to TSPL, Mansa.

## **2.0. NOTICES**

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

## **3.0. GOVERNING LAWS**

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

## **4.0. TAXES AND DUTIES**

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

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

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

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

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

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

- 6.1. Payment will be made to the account of the Service Provider by TSPL, according to the payment terms stated at Clause 8.0 of Volume III, based on the certification by authorized Personnel at the Plant. The payments shall be processed by TSPL after the conditions listed for such payment have been met, and the Service Provider has submitted an original invoice along with requisite documents to TSPL specifying the amount due.
- 6.2. The payments shall be made directly to the Service Provider by TSPL.
- 6.3. The Service Provider shall abide by all the statutory requirements like PAN registration, TIN No registration etc.

- 6.4. The payments shall be restricted to net adjusted quantities up to quantities as mentioned at Clause 3.0 of Volume III. If the net adjusted quantities delivered are more than quantity as mentioned at Clause 3.0 of Volume III, then for excess quantities supplied, no extra payments shall be admissible unless otherwise agreed to by TSPL in writing.

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

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

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

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

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

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

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

Force Majeure does not include:

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

#### **10.0. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

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

## **15.0. SUSPENSION OF WORK**

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

## **16.0. TERMINATION**

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

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

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

## **17.0. SEVERABILITY**

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

## **18.0. DEFENSE OF SUITS**

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

## **19.0. RISK PURCHASE**

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

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

## **20.0. LEGAL COMPLIANCE**

- 20.1. The bidder shall ensure that his execution of the contract as well as the facility provided by him comply to all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost.
- 20.2. The bidder shall give all notices required under the said acts, regulations and / or by-laws and shall indemnify TSPL towards any omission or commission in this regard.
- 20.3. The bidder shall be responsible for observing all statutory laws in respect of contract labour engaged by him as applicable under following:
  - a) Payment of Wages Act
  - b) Minimum Wages Act
  - c) Contract Labour (Regulation and Abolition) Act, 1970
  - d) Employees Liability Act
  - e) Factories Act, 1965
  - f) Payment of Gratuity Act, 1972
  - g) Workmen Compensation Act.
  - h) Employees State Insurance Act
  - i) Apprenticeship Act
  - j) Employee PF Miscellaneous Provisions Act, 1952
  - k) Family Pension Scheme



- l) Deposit Linked Insurance
  - m) Any other enactment / rule in force or made applicable from time to time.
- 20.4. The bidder shall take workmen compensation insurance policy to enable him to discharge various liabilities under workmen compensation act.
- 20.5. The bidder shall have valid labour license and shall submit the copy of it within seven days of award of work.
- 20.6. The bidder shall obtain group insurance policy for the entire contract period for their employees and the same shall be submitted for verification within seven days of awarding the contract.
- 20.7. Indian Foreign Exchange Management Act, 1999
- 20.8. Anything agreed in the contract but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and / or the Reserve Bank of India, shall be done only after such permission is granted.

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

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

#### **22.0. ARBITRATION**

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

#### **23.0. JURISDICTION**

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

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

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

TSPL strives to:

- a. Minimize risk associated with occupational hazards and prevent injury and ill health to contractor employees working on TSPL site;
- b. Proactively influence and encourage our suppliers and contractor to adopt principles and practice which are in line with, and support our own policies and code of conduct and ensure they comply with applicable legal obligations;
- c. Ensure appropriate and relevant information and instruction is made available to suppliers and contractors on sustainability matters;
- d. Ensure we have effective contractor management systems in a place and we conduct valuation of competence and sustainability performance prior to contract approval and throughout contract duration;
- e. Ensure that our supplier and contractor relationship are conducted in a fair, proper and transparent manner.
- f. The Supplier and Contractor Sustainability Management policy will be reviewed regularly.

## **25.0. WHISTLEBLOWING POLICY**

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

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

#### **a. POLICY**

##### **WHISTLEBLOWING POLICY**

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

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

#### **i. POLICY**

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

- a) fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the "SEBI"), the U.S. Securities and Exchange Commission (the "SEC"), the relevant stock exchanges, any other relevant authority or members of the investing public.
- b) violations of any rules and regulations applicable to the Company and related to accounting and auditing matters

- c) intentional error or fraud in the preparation, review or audit of any financial statement of the Company
- d) any violations to the Company's ethical business practices as specified in the Company's Code of Conduct policy
- e) any other event which would affect the interests of the business

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

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

## **PROCEDURES**

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

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

Group Head – Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099  
Tel No. +91- 22 - 66461000  
Fax No. +91- 22 - 66461450

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

### **Treatment of Complaints**

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

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

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

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

**Retention of Records**

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

**Amendment to the policy**

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

**VOLUME -III  
TECHNICAL SPECIFICATIONS**

## 1. INTRODUCTION

TSPL has a requirement of lifting & transportation of Coal from Kulda/Basundhara to Talwandi Sabo Power Limited.

## 2. SCOPE OF WORK

The scope of work under this tender specification covers the job of lifting of Coal from Mahanadi Coalfield Limited (MCL) mines at Kulda/Basundhara area and transporting it to TSPL Power Plant by rail. Coal being vital input, ensuring uninterrupted supplies as per our quantity requirements is the essence of services to be rendered by Service Provider. Details of works & responsibilities of the service provider are as under:-

- a. After payment made by Owner, Contractor shall coordinate with Mahanadi Coalfields Ltd. (MCL) for issuance of Delivery Order (DO).
- b. Coordination with MCL Mines authorities for loading of good quality coal from Kulda/Basundhara mines.
- c. It shall be responsibility of Contractor to receive RDO (Road delivery order) from MCL, Burla and send the scan copy of the same to TSPL for applying mining permit. (i.e. Form H).
- d. It shall be the responsibility of the Contractor to track and obtain updated status of the mining permit application in hard copy from different Mining Circle for transportation of Coal from Mines to Plant immediately after user fee payment by TSPL.
- e. The Contractor shall be solely responsible for feeding of RDO (Road delivery order) at Kulda/Basundhara mine area with all documents like Mining permit, authorization copy, sale intimation letter and other necessary or relevant documents immediately after issuances of mining permit issued by Deputy Director of Mine (DDM). Feeding of DO shall be completed by Contractor within 3 working days from DO release date.
- f. Coordination with MCL at Mines for issuance of monthly and daily planning of lifting of coal against DO.
- g. Deployment of sufficient trucks/ tippers to load daily offered quantity of coal.
- h. Loading of coal into trucks/ tippers from mine and lifting of coal quantity against DO.
- i. Weighment of coal/ truck at loading point.
- j. Transportation of coal by trucks/ tippers from Mines to nearby Railway sidings.
- k. Charges towards weighment of coal at siding shall be in the Contractor's scope.
- l. Reconciliation of coal quantity.

- m. Contractor shall ensure that the deployed trucks/ tippers should be in good working condition. Owner reserves the right to reject trucks/ tippers deployed by the Contractor not conforming to acceptable standards as per normal trade practice.
- n. Contractor shall ensure that all loaded trucks/ tippers are properly covered with good tarpaulins and are moved with authorized documents. During coal transportation from Mines to Railway Siding, it is the Contractor's responsibility to ensure the compliances of Central/ State Pollution Control Boards and other statutory compliances for vehicular movement by RTO of the State.
- o. Contractor shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. and shall be responsible for damages/ shortages arising there from and shall indemnify Owner for such losses. Contractor undertakes that Owner shall have the right and be entitled to deduct the amount of such losses or damages from the bills/ security deposit or any amount outstanding to the Contractor from the Owner. In case there are no outstanding bills, the Contractor shall pay the amount so demanded/ claimed by the Owner within seven (07) working days from the date of such claim/ demand.
- p. Contractor shall obtain necessary documents from the Owner/ MCL and shall prepare Lorry Receipts (LR) or any other document specified by the Owner/ MCL as per the statutory requirement. Contractor shall use separate LR book for the Owner's consignment. Contractor shall depute necessary staff at senior managerial level, Supervisory staff and working level staff for smooth operation of the entire activity.
- q. Contractor shall submit necessary daily/ weekly/ monthly reports and MIS in the format prescribed by the Owner.
- r. Contractor is expected to monitor and report probable expected time of arrival of trucks/ tippers at the destination based on the tracking of the vehicle movement and Owner reserves the right to seek such information from the Contractor on as and when required basis.
- s. In case of accident of vehicles, Contractor shall provide immediate transshipment of coal through alternate replacement vehicles at his own cost. Contractor shall take responsibility of reporting accidents, loss and theft, damage of the cargo or any other similar incidents to the originating point & destination point and Owner.
- t. Contractor shall ensure that the vehicles do not divert from the routes prescribed by the Owner without prior approval thereof. Any deviation on routes prescribed by the Owner shall

be intimidated to Owner immediately with specific reasons.

- u. Coordination with following authorities shall be in the Contractor's scope:
  - Mines officials
  - RTO/ District Administration
  - Village/ Local Authorities
  - Local Associations and Unions.
- v. All resources such as manpower, vehicles (trucks/ tippers). Consumables, fuels etc. required for execution of job shall be in the Contractor's scope.
- w. No idling charges of whatsoever reasons shall be paid to the Contractor by the Owner.
- x. Transit insurance of coal from Mines to TSPL shall be in the Contractor's scope.
- y. Contractor shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the Motor Vehicles Act.
- z. Contractor shall ensure that all valid documents like registration of vehicles, permits, insurance and PUC applicable as per the law of land must be available with the vehicles at all the time.
- aa. Contractor shall have to ensure that the all the drivers must possess valid driving license and same shall be produced by the driver to owner's representative whenever required.
- bb. The Contractor shall lift the coal from mine & deliver the same to nearby Railway siding and load coal into the rake on uniform loading basis to smoothen the process of unloading at plant avoiding any surprise on non-materialization of RDO quantity.
- cc. Charges for indent placement will be deposited by Service provider.
- dd. EDRM approval for rakes movement shall be in Contractor' scope.

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

### **3. QUANTITY**

The Minimum quantity to be lifted from MCL is 3,00,000 MT . The quantity may vary basis DO allocation from MCL. The same quantity to be delivered to TSPL maximum delivery days as quoted by Bidder in Price Bid.

For the purpose of this tender, tentative quantity of 4000 MT shall be considered as one "Rake Load". In case any lifted quantity less than one rake quantity is left at contractor end, the same



would be handed over to TSPL. The contractor will be paid as per clause 9 of this contract for any such quantity.

#### **4. PERIOD OF CONTRACT**

- a. The contract shall be for a period of 6 months effective from the date of issuance of order, which can be extended on the same terms and conditions for another 6 months at TSPL's option.
- b. The contracted quantity of Coal shall be lifted and supplied to TSPL as per the schedule provided by TSPL.

#### **5. WEIGHMENT**

The RR weight or weight recorded at TSPL weighbridge whichever is lower will be treated as final and the payment will be released based on it.

#### **6. QUALITY TESTING**

Sampling and analysis done at TSPL shall be final for payment purpose and will be binding on TSPL & Service Provider.

#### **7. BONUS/PENALTY**

All bonus/penalty to be paid on normalized GRN quantity. GRN quantity is lower of RR weight & weight recorded at TSPL weighbridge.

##### **a. Total Moisture**

Guaranteed Moisture: 11% Non-Monsoon Season

13% Monsoon Season (on GRN quantity in month of July, Aug & Sept)

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

There would be no adjustment for lower moisture.

##### **b. Materialization**

In event of any quantity getting lapsed, penalty of Rs 300 PMT on Lapsed quantity will be recovered from Contractor's bills/BG.

##### **c. GCV (ARB Basis)**

- i. If the GCV of coal rake received at TSPL as Measured and analyzed at TSPL laboratory is more than the Minimum Guaranteed GCV (ARB) provided by Service provider, then no bonus will be provided to Service Provider.

- ii. If the GCV of coal rake received at TSPL as Measured and analyzed at TSPL laboratory is lower than the Minimum Guaranteed GCV (ARB) provided by Service provider, then penalty for the lower GCV (ARB) will be calculated and recovered from the Service Provider as follows on rake to rake basis:

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

$$\text{Penalty (Rs.)} = \text{GRN Qty.} \times \text{Penalty Rate (Rs/MT)}$$

Where,

$$\text{Landed Cost of Coal (Rs./MT)} = (\text{Cost of ROM Coal} + \text{RoM Coal Transportation till TSPL})$$

**d. Underloading/Overloading**

**Railway freight shall be paid to Railways directly by TSPL.**

However, 100% underloading & overloading charges shall be recovered from the Service Provider as per the below formulae:

$$\text{Underloading} = \frac{\text{Total freight paid (Rs.)}}{\text{Chargeable Weighment (MT)}} \times (\text{Chargeable Weight (MT)} - \text{Actual Weight (MT)})$$

Overloading as specified in RR under heading POL1 & POL2

**e. Penalty for Late Delivery**

- i. Contractor shall ensure that each rake load shall be despatched to TSPL through rail mode within the "Maximum Delivery Days".
- ii. In case of any delay beyond "Maximum Delivery Days" as quoted by Bidder in price bid, an amount equivalent to Rs 30/- PMT of undelivered quantity will be imposed as penalty for a period of 15 days in excess of the "Maximum Delivery Days".
- iii. For any delay beyond 15 days from the "Maximum Delivery Days", TSPL reserves right to cancel contract and residual coal will be taken over by TSPL for onward transportation to TSPL at contractor's risk & cost.
- iv. TSPL reserves right to appoint third party for monthly quantity reconciliation at contractors end.

## **8. PAYMENT TERMS**

- a. Service provider shall raise bills on rake to rake basis and submit bills within 30 days from date of dispatch of Coal rake.
- b. Service provider is required to submit the duly certified quality report, R/R No., Invoice No., Wagon No. and the net weight along with the bills/invoice, without which bills shall not be acceptable.
- c. Payment for this bill/invoice will be released after verifying & checking the parameters of Coal & adjusting deductions/recoveries as per the provisions of this contract within 15 days from the date of receipt of bills.

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

## **9. INSURANCE**

Transit Insurance from Mine to TSPL & stock lying at their end insurance shall be in the scope of the Service Provider.

## **10. INCOME TAX CLEARANCE CERTIFICATE**

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

## **11. PATENT RIGHTS**

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

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

## **12. SPLITTING OF WORK**

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

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

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

### **14. SUB CONTRACT**

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

### **15. NEGLIGENCE AND DEFAULT**

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

### **16. BANKRUPTCY**

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

**Volume IV  
FORMS & FORMATS**

**ANNEXURE A**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

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

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

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

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

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

be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between TSPL and the Service Provider and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by TSPL on first written demand without any protest or demur.

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

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

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

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

For and on behalf of

Bank :

Address :

(AUTHORISED SIGNATORY OF BANK)

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

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



## **ANNEXURE B**

### **LIST OF DOCUMENTS TO BE SUBMITTED AS PART OF TECHNICAL BID**

1. Service provider's last three years turnover along with balance sheets.
2. Documents showing that service provider have executed contracts for lifting & transporting 1 million MT quantity of Coal from MCL or any other CIL mine(s) in last three years.
3. Experience/performance certificate(s) in original in terms of month wise coal quantities lifted in last three years and values of works done
4. Materialization Certificates showing last 1 year quantity lifted against DO issued.
5. Quality certificates in terms of coal quality delivered at customer's plant against guaranteed quality parameters.

**ANNEXURE B1**

**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,

COO-TSPL

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 Coal 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)

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

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

**Note:**

1. In case supplies have been made through PSU/s, the certificate from PSU must indicate
2. \*Strike off whichever is not applicable

**ANNEXURE B2**

**CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR SUPPLIES MADE OF COAL  
(ON LETTER HEAD OF STATUTORY AUDITORS)**

REF NO:

DATED:

To,

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

Dear Sir,

Sub: \_\_\_\_\_

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ having offices at \_\_\_\_\_. We hereby certify that M/s \_\_\_\_\_ (Bidder) has supplied Coal to end-user (power/ cements/ industrial utilities) directly or through PSU(s) in India as under:

S. No.	Name of End User/ PSU(s)	Financial Year	Quantity Supplied (MTs)

SIGNATURE: \_\_\_\_\_

NAME OF THE PARTNER/ PROPRIETOR MEMBERSHIP NO SEAL OF STATUTORY AUDITORS:

\_\_\_\_\_

PLACE \_\_\_\_\_

DATE \_\_\_\_\_

**Note:**

1) \* Strike off whichever is not applicable

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

Bid Ref No: and Date:

Bidders Name and Address:

To,

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

Dear Sir,

Sub: Bidding Document No: **EOI/ /CM/TSPL/2014-15/COAL TRANSPORTATION** for lifting & transportation of Coal from MCL mine(s) at Kulda/Basundhara to TSPL.

1. Having examined the Bidding Documents No. **EOI/ /CM/TSPL/2014-15/ COAL TRANSPORTATION** including its Amendments/Addenda/Corrigenda/Errata and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer service for lifting & transporting Coal to TSPL under the above-named Package in full conformity with the said Bidding Documents for the sum (including all taxes and duties)
2. Basis for Price Bid: Service provide to quote following prices

Particulars	Calculation	Quote by bidder
Price of Coal (Rs/MT)	1000	1000
Road Transportation from Mine to Siding & other Charges (Rs/MT)	A	
Railway freight from Siding to TSPL Siding (Rs/MT)	B*	
Total Landed Price	1000+ A+B	
Minimum Guaranteed GCV ( Kcal/Kg)	C	
Effective Price Rs/GCV	(1000+A+B)/C	
Maximum Delivery days	No. of days from DO date	

Note: - Basic Price of Coal would be assumed as Rs 1000/MT for calculation purpose.

\*Railway freight shall be directly paid by the TSPL to railways.

No diesel escalation shall be applicable during the Contract Period.

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

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

We further confirm the following:

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

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

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

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

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

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

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 lifting & transporting Coal to TSPL 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: