



TALWANDI SABO POWER LIMITED

Tender Specification No:
TN/3/CM/TSPL/2020-21/R1

**Bidding Document and Technical Specifications for Lifting and
Transportation of Coal through
Road-cum-Rail (RCR) mode
from NCL/MCL/CCL/SECL To**

Talwandi Sabo Power Limited, Mansa, Punjab

25th Jun 2020

*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 Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from NCL/MCL/CCL/SECL to Talwandi Sabo Power Limited, Mansa on Terms & Conditions as specified in this Tender.

2. ABBREVIATIONS

- a) CIL: Coal India Limited
- b) NCL: Northern Coalfields Limited
- c) MCL: Mahanadi Coalfields Limited
- d) CCL: Central Coalfields Limited
- e) SECL: South East Coalfields Limited

3. GENERAL INFORMATION

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

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

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

4. BID SUBMISSION AND OPENING PROCEDURE

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

Head Commercial

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

5. 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	30 th Jun 2020
2	Response to bidder's queries	1 st Jul 2020
3	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	3 rd Jul 2020 by 10:00 AM
4	Opening of EMD (Envelope-I)	3 rd Jul 2020 by 10:30 AM
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	3 rd Jul 2020 by 11:00 AM
6	Price bid opening (only for qualified bidders) (Envelope-III)	3 rd Jul 2020 by 11:30 AM

The dates mentioned above are subject to change and shall be suitably intimated. Please note that all further amendments/updates in relation to bidding process shall be available at TSPL website. It shall be responsibility of bidder(s) to regularly visit the website (www.tsplindia.co.in) for checking for amendments/updates (if any).

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 bidder(s) 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.

6. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid

exchanged between the bidder(s) and TSPL shall be in English language. Any printed literature/certificate furnished by the bidder(s) in another language, shall be accompanied by certified translation in English language.

7. BID CURRENCY

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

8. EARNEST MONEY

The bidders are required to deposit the Earnest Money of INR 20 Lacs through Demand Draft or RTGS to be issued in favour of "Talwandi Sabo Power Limited", payable at Mansa. The validity of the EMD shall be six months from the Tender opening date. In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of /Contract or after the expiry of validity period of the bids, whichever is earlier. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited. EMD of the successful bidder(s) shall be returned on submission of security deposit amount. Any bid not accompanied by an acceptable EMD in a separate sealed envelope will be considered as rejected by TSPL.

9. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

Within ten (10) working days after receipt of LOI/CONTRACT, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's format) from any of the Indian Nationalized Bank or scheduled bank (Like : State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd.), encashable at Mansa/Bathinda branch subject to minimum value of Security Deposit of INR 2 Crores. Further, the successful bidder need to give additional SDBG/PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL so that total value of SDBG/PBG is equivalent of DO (Delivery Order) value. The Security Deposit Bank Guarantee shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for a period of 6 months beyond the period of Agreement. The security deposit amount can be decreased by the bidder corresponding to monthly DO quantity with consent of TSPL. It may be noted that at any point of time, value of the coal quantity lying at Contractor's premises should not be more than SDBG/PBG value.

Example:

DO Quantity issued by TSPL- 40,000 MT

Coal Value: INR 2,000 PMT

Equivalent Delivery Order Value : $40,000 \times 2,000 = \text{INR } 8,00,00,000/-$

Security Deposit already submitted by Contractor with 10 days of LOI/CONTRACT- INR 2,00,00,000/-

Balance Value to be Submitted: $8,00,00,000 - 2,00,00,000 = \text{INR } 6,00,00,000/-$

10. QUALIFICATION REQUIREMENT

Details	Parameters	Minimum Requirement	Documents required to be submitted
Technical Qualification Requirements	<p>a) Experience in Transportation of coal at CIL subsidiaries /Indian Ports by the Bidder</p> <p style="text-align: center;">AND</p> <p>b) Experience in working with Railways / CIL subsidiaries</p> <p style="text-align: center;">OR</p> <p>c) Experience in loading of coal/iron ore / bauxite in wagons</p> <p style="text-align: center;">OR</p> <p>d) Experience in transportation of coal /iron ore/bauxite from any captive mines. Party meeting requirement of a&b or a&c or a&d will be considered qualified</p>	<p>a) 3 Lakh MT per year in any of the preceding 4 years including current financial year.</p> <p style="text-align: center;">AND</p> <p>b) 3 Lakh MT per year in any of the preceding 4 years including current financial year.</p> <p style="text-align: center;">OR</p> <p>c) 1 Lakh MT per year in any of the preceding 4 years including current financial year.</p>	<p>1. Self-certified copies of POs/CONTRACTs executed substantiating handling of 3 Lakh MT in an year.</p> <p>2. Self-certified summary of POs/CONTRACTs</p> <p>3. Performance certificate from all customers of Order copies submitted in point 1 above.</p>
Financial Qualification Requirements	Average Annual Turnover of Bidder in preceding 3 Financial Years including current financial year.	Rs. Twenty Crores	Turnover duly certified by Chartered Accountant.

Note: During the bid opening process, TSPL may request for any other document/information from the interested Bidders in relation to the Bidding process and the Bidders are requested to share the same with TSPL immediately.

11. EVALUATION OF THE PRICE BID

The Bids shall be evaluated on the basis of lowest Landed cost minewise (Rs/MT) at TSPL but TSPL reserves the right to issue order to more than 1 party in the interest of supplying continuous power to PSPCL.

12. NEGOTIATIONS AND AWARD OF CONTRACT

TSPL reserves the right to negotiate the Bid Price to further lower the Cost. Monthly quantity awarded to party for Transportation of coal can be increased solely at the discretion of TSPL during the validity of the Contract if parti(es) make available additional capacity for transportation and it shall be at same rate, terms & conditions.

TSPL may release PO(s) on the Successful bidder(s) which will constitute a Contract. A single or multiple Contract(s)/PO(s) can be awarded to successful bidder(s) under the terms of this bid document.

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

TSPL prefers single Contractor per mine. L1 bidder from a given mine will be given 100% of the monthly allocated quantity for the allocation up to 40,000 MT. However, for quantity allocation of more than 40,000 MT from a particular mine, the quantity shall be distributed in the ratio of 70:30 between L1 & L2 bidder wherein L1 bidder will be allotted minimum 40,000 MT. The estimated monthly requirement is approximately 0.40 Lakh MT to 2.00 Lakh MT. However, it may vary based on actual allocations from NCL/MCL/CCL/SECL. The Contractor has to offer a minimum quantity as per format of Price bid. Please note that TSPL reserves the right to allot the quantity to a particular bidder based on the successful performance of the Contract in terms of coal delivery to TSPL as per the quality parameters of the Contract by the bidder(s) on a monthly basis.

14. BID VALIDITY

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

VOLUME II: CONDITIONS OF CONTRACT

1. DEFINITIONS

- (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. In case of Consortium, the order will be given to Lead Partner only on behalf of consortium.
- (b) **“Bidding Document/ Bid Document”** includes all the documents listed in Clause 3 of Volume I.
- (c) **“Confidential Information”** means all information in which a party has the rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential.
- (d) **“Contract or Agreement”** means the Contract entered into between the Successful Bidder and TSPL, covering the Scope of Work and Terms & Conditions of the Contract, together with all the documents referred to therein, such as this Bidding Document, or amendments made thereof.
- (e) **“Contractor/ Successful Bidder / Supplier”** shall mean Party selected to perform the Work under the Scope of Work in this Bidding Document.
- (f) **“Contract Price/ Bid Price”** means the price to be paid for the performance of the Work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Bidding Document/Contract.
- (g) **“Government”** means the Government of India including State Government and Local Statutory Bodies.
- (h) **“Language”** implies English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- (i) **“Lead Member”** of the Joint Venture/ Consortium shall be the Member authorized by other partner (s) to be the lead member.
- (j) **“Local Currency”** means Indian 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.

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 or 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 Bathinda, 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 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. PAYMENT TERMS

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

TSPL will release payment of 100% of the Bill for each period as admissible, within 30 days from the date of receipt of bills. The Company shall account for necessary deductions at the time of payment of 100% of the bill that may be on account of penalties, which shall be verified by TSPL based on supporting details/reports to be provided by the Contractor and internal documents.

Note: Invoices and all other supporting and statutory documents to be submitted in original to TSPL. These bills will be accompanied by statement showing R/R No. Invoice No. and the net weight GCV, etc. as the case may be. The proof of monthly GST paid by the bidder shall be submitted along with bills.

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

7. PERIOD OF CONTRACT

The Contract shall be for a period of 24 months effective from the date of issuance of order. Further, if the performance is found satisfactory, the Contract period may be further extended up to three years 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 Bidding Document.

9. FORCE MAJEURE

9.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence including but not limited to any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection, epidemic, pandemic, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 15, (d) any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any other event which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the avoidance of doubt, any strikes caused by the Service Provider (which includes its subContractors) shall not be considered as a force majeure occurrence.

9.2 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

9.3 Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of a force majeure occurrence.

9.4 Following notification of a force majeure occurrence in accordance with Clause 15.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

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. 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. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

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

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 Supplier's part to execute the Contract as per the terms mentioned therein, Purchaser shall be at liberty to either:

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

24. LEGAL COMPLIANCE

The bidder shall ensure that his execution of the Contract as well as the facility provided by him 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 Bathinda, 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 Bathinda (Punjab).

28. REPORTING

- a. Contractor will submit report on daily coal lifting from Mines, Rakes loaded, coal shifted to Railway Siding and other information as required on daily basis through E-mail, SMS, etc.
- b. Contractor will submit a list of 2 persons designated as Single Point Contact (SPOC) with Mobile no. and e-mail addresses for follow up on daily basis along with Employee list, designation, qualification, etc.
- c. If any of the person designated as SPOC leaves in between the Contract period, same will be replaced immediately within a period of 30 days.

29. ETHICS

GIFTS AND COURTESIES: The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

The Supplier shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier.

If at any time during execution or performance of this Agreement the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection

with such employee, the Supplier must report the same immediately at tspl.whistleblower@vedanta.co.in

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 13.

(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

MODERN SLAVERY ACT (2015):

As a supplier to Vedanta Ltd,

- Supplier shall comply with all applicable laws and regulations of UK Modern Slavery Act (2015);
- supplier shall not employ under age employee or Contract workmen as defined under the applicable local laws;
- supplier shall not engage or employ people against their own free will, nor shall personnel be required to lodge 'deposits' or identity papers upon commencing employment;
- supplier shall comply with local law regarding working hours and adequate compensation for overtime;
- supplier shall ensure that minimum wages are paid to employees/ labourers in terms of the applicable local laws;
- supplier shall treat our employees equally and fairly. Supplier shall not tolerate any form of harassment or discrimination;
- supplier shall promote that potential business partners, agents, suppliers and intermediaries adopt the principles set forth in this Supplier Declaration;
- supplier shall ensure that there are no instances of human trafficking, sexual exploitation, slavery and bonded / forced labour on our employees/ Contract labour.

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

1. The Contractor to ensure release of Delivery Order and obtain Delivery schedule for placement of trucks, on behalf of TSPL at Colliery loading point to receive and transport the Coal.
2. Billed quantity by NCL/MCL/CCL/SECL as mentioned in the Coal Bill will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from NCL/MCL/CCL/SECL at his Site and shall be responsible for the Quantity measurement, i.e. weighment of Raw Coal supplied by NCL/MCL/CCL/SECL to the Contractor and will authenticate/sign the Weighment sheets in token of Quantity received.
3. Contractor to get the right quality of Raw Coal from NCL/MCL/CCL/SECL as the Notified/Declared Grade of colliery. In case raw coal sampling and analysis is carried out by CIMFR, then the CIMFR declared Grade of raw coal & afterwards Referee analysis (if done) will be considered as the Grade of raw coal delivered by NCL/MCL/CCL/SECL to the Bidder.
4. The Contractor will ensure boulders, stones & shales are not loaded into rakes and trucks.
5. Coal as lifted from the Collieries shall be transported/shifted to the Siding by the Contractor as per Delivery Order released by NCL/MCL/CCL/SECL.
6. The Contractor will adhere to the Guaranteed GCV ARB & other terms.
7. The Contractor to ensure lifting of coal as per Coal size mentioned in the DO of the Coal supply company and shall transport the same size coal to the Railway Siding & dispatch to TSPL Power Plant.
8. The Contractor to ensure timely permission / clearances for transportation of raw coal from State Mining Department.
9. The Contractor to ensure allotment of rakes/ wagons for transportation of Coal to TSPL.
10. The Contractor shall submit the E-Demand and Indent charges. It will be the responsibility of Contractor to place Indent.
11. The Contractor shall ensure that Wagons loaded are not in damaged condition and follow up with Railways to restore condition of the Wagon so that spillage shall not happen.

12. The Contractor shall ensure issue of RRs from the railways authorities and shall deliver the same to the TSPL Power plant authorities by fax, soft copy through Scan and original through courier at the earliest possible in such a way that all RRs for previous month are available with TSPL by 15th of next month.
13. The Contractor may deploy his staff / representative to witness jointly the weighment, sampling and analysis of raw coal at TSPL Power plant. Copy of weighment sheets of each rake shall be provided to the representative of Contractor after weighment. Analysis results of each rakes shall be provided to the Contractor representative after the analysis is complete. Quality analysis results shall be provided by 7th of next month. In case of dispute, bidder can intimate to TSPL within 3 working days from the date of test report notified and referee part can be taken out & will be tested in any reputed NABL accredited Independent Inspection Agency in the presence of bidder. The referee part will be discarded within 30 days from the date of referee sample preserved. The un-loading end weighment sheet and joint analysis results/referee results for the rakes received at TSPL in a particulars month shall be the basis for raising invoices by the bidder for payment purpose.
14. The Contractor shall take all measures to avoid diversion of rakes/wagons en-route. The Contractor shall ensure that matched delivery to be made by Railways within 6 months for such diverted rakes. If it is not done in 6 months' time then the equivalent amount of Cost of Coal will be withheld from running bills till the issue is settled.
15. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes, duties and other charges as per RR in full shall be deposited by TSPL. Any changes in Railway Freight /policies related to Railway freight at any point of time imposed by Indian Railways during tenure of the said tender/Contract shall also be paid by TSPL at actuals as per RR.
16. Rake shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's account.
17. The Contractor shall follow up with TPA/CIMFR, if appointed, for Sampling, preparation and analysis as per terms of TPA/CIMFR with TSPL & current regulations.
18. The Contractor shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, Rail, etc.
19. It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery at TSPL, Mansa.
20. In order to have up to date information about lifting, loading, dispatch, movement of coal rake and expected placement, Contractor shall provide update to TSPL:
 - Quantity of Coal lifted from Mines on daily basis.
 - Rakes loaded and details of RRs on each rake basis.
 - Expected loading of Rake on daily basis.
21. Safekeeping & responsibility to store, move the material prudently as per best utility practice is the sole responsibility of the Bidder. Bidder shall be solely responsible for all the Quantity

lifted till the same is delivered to TSPL Plant site and Bidder to take all necessary steps and precautions as per prudent industry practice for the same.

22. The Contractor shall at his own expense supply tools, plants & equipment (hereinafter referred to as T&P) required for the execution of the Contract other than those listed in the Contract.
23. TSPL personnel will have the access to Storage and loading premise at all time. TSPL can conduct Physical verification (PV) of TSPL coal stock lying in Contractor's custody. Contractor to follow up for the same & provide demarcation of TSPL's Coal.
24. TSPL can depute own Sampling agency at Siding for its own satisfaction. TSPL is not bound to share results of the same with Contractor & results will have no Commercial impact.
25. Service provider will ensure that by doing all the necessary & relevant activities as required to be done for completion of Scope of Work, TSPL gets its coal from any of the Railway Siding of NCL/MCL/CCL/SECL till the validity of the Contract. In this regard, signing of any Tripartite Agreement, issuance of Indemnity Bond as required by Coal Company shall be done by TSPL. However, the necessary charges w.r.t. Siding agreement (on actuals), handling & loading of coal through this siding, any other statutory or Govt. authority requirement to be borne & complied by the Service Provider.
26. Any permission requirement from Pollution Control Board (PCB) of the respective State or Rules & Regulations as stipulated by the Government for handling/transportation/storage or any other activity shall be in Scope of the Bidder.
27. The selected bidder to ensure covering of rakes/trucks with tarpaulin to ensure compliance of Ministry of Environment Forest & Climate Change (MoEF&CC) vide Gazette notification no. CG-DL-E-21052020-219495 dated 21.05.2020. detailed scope is attached as Annexure-A.

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

2. QUANTITY

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

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

Quantity reconciliation will be done on FIFO basis.

3. QUALITY

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

Sample collection (TM sample & final sample) & preparation at the loading end as per relevant standard will be done by CIMFR as per Tripartite Agreement signed between CIL subsidiary, TSPL & CIMFR.

In case CIMFR is not deployed, then Quality as declared by TPA deployed by TSPL will be considered as Quality delivered by NCL/MCL/CCL/SECL to the Bidder.

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

Damages for loss on account of GCV lower than [Guaranteed GCV (ARB)]

GCV Damages for loss shall be calculated on monthly basis. Guaranteed GCV (ARB) will be the GCV (ARB) calculated based on CIMFR/TPA results.

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

Where,

Eq. Moisture is Equilibrated as per CIMFR/TPA results

Eq. GCV is Equilibrated GCV as per CIMFR/TPA results

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

- **If GCV (ARB) received at TSPL is lower by 70 kcal/kg till 200 kcal/kg than [Guaranteed GCV (ARB)]:**
For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 0.50 PMT.
- **If GCV (ARB) received at TSPL is lower by 200 kcal/kg till 300 kcal/kg than [Guaranteed GCV (ARB)]:**
For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.00 PMT.
- **If GCV (ARB) received at TSPL is lower by 300 kcal/kg and beyond than [Guaranteed GCV (ARB)]:**
For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.25 PMT.

TSPL monthly receipt quantity as per net weight of In motion weighbridge after TM Correction & Transit loss correction will be considered as quantity for billing purpose of this clause.

For Example:

Conditions		Quantity received (MT)	1,000	Diff. in GCV ARB	Penalty Rate	Penalty Amount
		Guaranteed GCV ARB	3,400			
If <= 70 Kcal/Kg	Case 1	Actual GCV ARB	3,330	70	-	-
From 70 Kcal/kg to 200 Kcal/kg	Case 2	Actual GCV ARB	3,270	130	0.50	65,000
From 200 Kcal/kg to 300 Kcal/kg	Case 3	Actual GCV ARB	3,170	230	1.00	2,30,000
More than 300 Kcal/kg	Case 4	Actual GCV ARB	3,070	330	1.25	4,12,500

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

Guaranteed TM for Coal received in a month: Monthly weighted average TM% of raw coal as per CIMFR/TPA + 0% (for rakes received in Non-Rainy season, i.e. October to June)

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

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

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

Weight Correction (MT) Quantity=

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

For Example:

TM (ARB) % of coal received in May month is 17

Guaranteed TM in % (ARB) of Coal received = CIMFR TM +1 i.e. 13+1=14

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

Weight correction (MT) quantity = $(17-14)/100 \times 3000 = 90$ MT

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

Where, Railway notified freight + applicable taxes including GST as mentioned in RR shall be taken for calculating the railway freight recovery amount.

5. TRANSIT LOSS

Transit loss shall be applicable in the following manner on per rake basis:

Case 1: In case TSPL receipt quantity (after TM correction) is less than RR quantity, then tolerance up to 0.8% of TSPL receipt quantity (after TM correction) shall be applicable as transit loss.

Example 1(A):

RR Quantity: 4000 MT

TSPL receipt quantity: 4000 MT

TSPL receipt quantity after TM Correction: 3980 MT

0.8% of TSPL receipt quantity after TM Correction = $3980 \times 0.8\% = 31.84$ MT

Please note that since loss difference between RR & TSPL receipt quantity (after TM Correction) is = $4000 - 3980 = 20$ MT which is less than 31.84 MT, maximum transit loss of 20 MT shall be allowed.

Example 1(B):

RR Quantity: 4000 MT

TSPL receipt quantity: 3900 MT

TSPL receipt quantity after TM Correction: 3800 MT

0.8% of TSPL receipt quantity after TM Correction = $3800 \times 0.8\% = 30.4$ MT

Please note that since loss difference between RR & TSPL receipt quantity (after TM Correction) is = $4000 - 3800 = 200$ MT which is more than 30.4 MT, maximum transit loss of 30.4 MT shall be allowed.

Case 2: In case TSPL receipt quantity (after TM correction) is more than RR quantity, then no transit loss shall be applicable.

Example 2(A):

RR Quantity: 4000 MT

TSPL receipt quantity: 4200 MT

TSPL receipt quantity after TM Correction: 4100 MT

No transit loss shall be applicable

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

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

For Example:

A: Total TSPL received weight = 100 MT

B: A after Excess TM adjustment: 98 MT

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

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

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

i.e. $(100 - 98) \times 100 = 2 \times 100 = \text{INR } 200/-$

7. Damages for loss on lapsed quantity of Coal

The Contractor will materialize 100% quantity of the Delivery Order within the stipulated time and in case if the said quantity is lapsed, then Damages for loss for the lapsed quantity will be 15% of the basic notified price of that DO.

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

No penalty on Contractor on account of lapse if TSPL is forced to get the coal lapsed due to any reason.

Example:

Total quantity allotted in a month : 100 MT

Actual quantity lifted: 80 MT

Quantity lapsed : 20 MT

Basic Notified price of coal : INR 40 PMT

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

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

Penal freight on account of overloading of the wagons/rakes if charged by the Railways at any time then 50% penal freight (i.e. PCLA, ENHC, POL1, POL2, SD, DS, PCS, ST& FAUC etc as mentioned in RR) shall be borne by the Contractor.

For Example:

Overload quantity in a rake is 10 MT

POL 1 charged in RR is 30,000 INR

POL2 charged in RR is 20,000 INR

PCLA charged in RR is 10,000 INR

ENHC charged in RR is 10,000 INR

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

Total Overloading Penalty is 80,000 INR

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

Total overloading penalty including GST is 84,000 INR

50% of overloading charges is 42,000 INR

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

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

Case 2. In case difference between Chargeable weight & RR Net weight is more than 30 MT then 70% of the Under-loading charges will be borne by Contractor.

Under-loading charges for the Rake: $\text{Freight per Tonne} \times ((\text{Chargeable Weight} - \text{RR Weight}) - 30)$

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

For Example:

Chargeable weight: 4000 MT

RR Weight: 3950 MT

Freight per tonne as per RR (i.e. Total freight at actual/Actual/Sender Weight): INR 100/-

The Damages for Underloading is : $100 \times ((4000 - 3950) - 30) = 100 \times (50 - 30) = 100 \times 20 = \text{INR } 2,000/-$

9. Damages for loss on Raw Coal shortfall quantity

In case the shortfall quantity is less than 1% of the quantity to be delivered by Contractor, then damages at the rate of 1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

In case the shortfall quantity is more than 1% of the quantity to be delivered by Contractor, then damages at the rate of 2 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

TSPL will not be responsible for coal lying on which Coal value has been deducted as part of Contract.

10. Damages for loss due to excessive oversized coal

In case of demurrage paid by TSPL at unloading end due to excessive oversized coal, then 50% will be shared by the Contractor on monthly basis.

For Example:

Monthly demurrage paid by TSPL due to excessive oversized coal is 10,00,000 INR

Damages for loss due to excessive oversized coal is $50\% \times 10,00,000 = 5,00,000$ INR

11. Damages for loss due to Foreign material

Foreign material like plastic tarpaulin, sand, stones, bajri, tramp iron pieces, concrete block, etc. are not to be loaded into the wagons failing which Damages for loss of INR 10 PMT on the particular rake shall be deducted from the Contractor. Assessment of foreign material shall be done by visual inspection.

For Example:

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

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

Damages for loss due to foreign material is $10 \times 3 \times 4000 = 1,20,000$ INR

12. Liquidated Damages

If the Bidder fails to load on Rakes 100% quantity of a DO within 15 days from last date of lifting by Road, then Liquidated Damages (LD) shall be payable @ 5% per week of Basic Price of Coal of undelivered/failed quantity (DO lifted qty – TSPL receipt qty after TM Correction & Transit loss correction), subject to maximum of 15% of Basic Price of Coal of undelivered quantity.

13. Cap on Penalties

The Monthly Cap on Penalties shall be 50% of monthly Transportation Charges with taxes (GST) for respective month for Railway freight recovery due to High TM, Damages for loss on lapsed quantity, Liquidated Damages, Damages for loss due to excessive oversized coal, Damages for loss due to foreign material & Underloading, Overloading for Coal Rakes.

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

ANNEXURE-I (A) for NCL : PRICE BID FORMAT

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

S. No.	Parameter	UOM	Value
1	Bid quantity offered on monthly basis	MT	To be quoted by Bidder
2	Name of Mine	-	To be quoted by Bidder
3	Grade of Coal available		To be quoted by Bidder
4	Loading Siding with Siding Code		To be quoted by Bidder
5	Indicative distance from Mines to Loading Siding	Kms	To be quoted by Bidder
6	Rail distance from loading siding to TSPL	Kms	To be quoted by Bidder
7	Transportation Charges (A)	INR PMT	To be quoted by Bidder
8	Tarpaulin Charges (B)-	INR PMT	To be quoted by Bidder
9	GST on (A+B)	%	To be quoted by Bidder
10	GST (C)	INR PMT	To be quoted by Bidder
11	Rates inclusive of GST (A) + (B) + (C)	INR PMT	To be quoted by Bidder

Bidder to submit Annexure-1 (Price bid format) separately on separate sheets for various mines siding combination & grade.

Note: TSPL reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSPL site.

Party can bid for minimum 40,000 MT of raw coal per month.

Note:

1. The Bids will be evaluated on the landed price of minewise Coal Rs./MT basis received at the TSPL.
2. Bidder shall submit one rate from each mine which will comprise Surface Transportation Charge (including GST), Base Railway Freight (Including GST & OTC, if applicable)
3. Bidder will indicate three primary loading sidings from where the coal may be dispatched. For any increase in the Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be reimbursed to the Contractor. For other loading sidings, the differential will be borne by the Contractor.

As clarified, permission to change the Loading siding will be granted with no increase/decrease in Landed Cost.

Example:

S. No	Parameters	L1 Rate (Rs/MT)	Case-I When Railway freight decreases due to change in siding	Case-II When Railway freight increases due to change in siding
1	Total Transportation Charges (C) = (A) Transportation from Mine to Siding (Including loading charges at Mines & unloading charges at siding & loading charges into wagon/rakes) + (B) Railway freight up to TSPL at actual (including Originating Terminal Charges (OTC), if any)	C= A+B = 3100 = 500+2600	C= A+B =3100 =600+2500	C= A+B =3100 = 400+2700
2	Landed Cost (Rs/MT)	3100	3100	3100

4. In case of multiple collieries or multiple grades from same mines, please specify rates separately for all mines & grades.
5. Taxes and Duties as per as per Clause No. 4 of Volume II.
6. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other charges as per RR in Full shall be deposited by TSPL.

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

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

We further confirm the following:

- 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 related to Qualification requirement (if any) specified in the Deviation Sheet Annexure.

We further confirm the following:

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

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

Until a formal Contract is prepared and executed between us, this Bidding Document, together with

TSPL's written acceptance thereof in the form of TSPL's Letter of Award shall constitute a binding Contract between us.

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

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

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

Signature: _____

Name: _____

Designation: _____

Seal:

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

ANNEXURE-I (B) for MCL: PRICE BID FORMAT

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

S. No.	Parameter	UOM	Value
1	Bid quantity offered on monthly basis	MT	To be quoted by Bidder
2	Name of Mine	-	To be quoted by Bidder
3	Grade of Coal available		To be quoted by Bidder
4	Loading Siding with Siding Code		To be quoted by Bidder
5	Indicative distance from Mines to Loading Siding	Kms	To be quoted by Bidder
6	Rail distance from loading siding to TSPL	Kms	To be quoted by Bidder
7	Transportation Charges (A)	INR PMT	To be quoted by Bidder
8	Tarpaulin Charges (B)-	INR PMT	To be quoted by Bidder
9	GST on (A+B)	%	To be quoted by Bidder
10	GST (C)	INR PMT	To be quoted by Bidder
11	Rates inclusive of GST (A) + (B) + (C)	INR PMT	To be quoted by Bidder

Bidder to submit Annexure-1 (Price bid format) separately on separate sheets for various mines siding combination & grade.

Note: TSPL reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSPL site.

Party can bid for minimum 40,000 MT of raw coal per month.

Note:

1. The Bids will be evaluated on the landed price of minewise Coal Rs./MT basis received at the TSPL.
2. Bidder shall submit one rate from each mine which will comprise Surface Transportation Charge (including GST), Base Railway Freight (Including GST & OTC, if applicable)
3. Bidder will indicate three primary loading sidings from where the coal may be dispatched. For any increase in the Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be reimbursed to the Contractor. For other loading sidings, the differential will be borne by the Contractor.

As clarified, permission to change the Loading siding will be granted with no increase/decrease in Landed Cost.

Example:

S. No	Parameters	L1 Rate (Rs/MT)	Case-I When Railway freight decreases due to change in siding	Case-II When Railway freight increases due to change in siding
1	Total Transportation Charges (C) = (A) Transportation from Mine to Siding (Including loading charges at Mines & unloading charges at siding & loading charges into wagon/rakes) + (B) Railway freight up to TSPL at actual (including Originating Terminal Charges (OTC), if any)	C= A+B = 3100 = 500+2600	C= A+B =3100 =600+2500	C= A+B =3100 = 400+2700
2	Landed Cost (Rs/MT)	3100	3100	3100

4. In case of multiple collieries or multiple grades from same mines, please specify rates separately for all mines & grades.
5. Taxes and Duties as per as per Clause No. 4 of Volume II.
6. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other charges as per RR in Full shall be deposited by TSPL.

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

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

We further confirm the following:

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

We further confirm the following:

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

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

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

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

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

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

Signature: _____

Name: _____

Designation: _____

Seal:

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

ANNEXURE-I (C) for CCL: PRICE BID FORMAT

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

S. No.	Parameter	UOM	Value
1	Bid quantity offered on monthly basis	MT	To be quoted by Bidder
2	Name of Mine	-	To be quoted by Bidder
3	Grade of Coal available		To be quoted by Bidder
4	Loading Siding with Siding Code		To be quoted by Bidder
5	Indicative distance from Mines to Loading Siding	Kms	To be quoted by Bidder
6	Rail distance from loading siding to TSPL	Kms	To be quoted by Bidder
7	Transportation Charges (A)	INR PMT	To be quoted by Bidder
8	Tarpaulin Charges (B)-	INR PMT	To be quoted by Bidder
9	GST on (A+B)	%	To be quoted by Bidder
10	GST (C)	INR PMT	To be quoted by Bidder
11	Rates inclusive of GST (A) + (B) + (C)	INR PMT	To be quoted by Bidder

Bidder to submit Annexure-1 (Price bid format) separately on separate sheets for various mines siding combination & grade.

Note: TSPL reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSPL site.

Party can bid for minimum 40,000 MT of raw coal per month.

Note:

1. The Bids will be evaluated on the landed price of minewise Coal Rs./MT basis received at the TSPL.
2. Bidder shall submit one rate from each mine which will comprise Surface Transportation Charge (including GST), Base Railway Freight (Including GST & OTC, if applicable)
3. Bidder will indicate three primary loading sidings from where the coal may be dispatched. For any increase in the Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be reimbursed to the Contractor. For other loading sidings, the differential will be borne by the Contractor.

As clarified, permission to change the Loading siding will be granted with no increase/decrease in Landed Cost.

Example:

S. No	Parameters	L1 Rate (Rs/MT)	Case-I When Railway freight decreases due to change in siding	Case-II When Railway freight increases due to change in siding
1	Total Transportation Charges (C) = (A) Transportation from Mine to Siding (Including loading charges at Mines & unloading charges at siding & loading charges into wagon/rakes) + (B) Railway freight up to TSPL at actual (including Originating Terminal Charges (OTC), if any)	C= A+B = 3100 = 500+2600	C= A+B =3100 =600+2500	C= A+B =3100 = 400+2700
2	Landed Cost (Rs/MT)	3100	3100	3100

4. In case of multiple collieries or multiple grades from same mines, please specify rates separately for all mines & grades.
5. Taxes and Duties as per as per Clause No. 4 of Volume II.
6. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other charges as per RR in Full shall be deposited by TSPL.

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

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

We further confirm the following:

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

We further confirm the following:

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

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

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

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

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

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

Signature: _____

Name: _____

Designation: _____

Seal:

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

ANNEXURE-I (D) for SECL: PRICE BID FORMAT

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

S. No.	Parameter	UOM	Value
1	Bid quantity offered on monthly basis	MT	To be quoted by Bidder
2	Name of Mine	-	To be quoted by Bidder
3	Grade of Coal available		To be quoted by Bidder
4	Loading Siding with Siding Code		To be quoted by Bidder
5	Indicative distance from Mines to Loading Siding	Kms	To be quoted by Bidder
6	Rail distance from loading siding to TSPL	Kms	To be quoted by Bidder
7	Transportation Charges (A)	INR PMT	To be quoted by Bidder
8	Tarpaulin Charges (B)-	INR PMT	To be quoted by Bidder
9	GST on (A+B)	%	To be quoted by Bidder
10	GST (C)	INR PMT	To be quoted by Bidder
11	Rates inclusive of GST (A) + (B) + (C)	INR PMT	To be quoted by Bidder

Bidder to submit Annexure-1 (Price bid format) separately on separate sheets for various mines siding combination & grade.

Note: TSPL reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSPL site.

Party can bid for minimum 40,000 MT of raw coal per month.

Note:

1. The Bids will be evaluated on the landed price of minewise Coal Rs./MT basis received at the TSPL.
2. Bidder shall submit one rate from each mine which will comprise Surface Transportation Charge (including GST), Base Railway Freight (Including GST & OTC, if applicable)
3. Bidder will indicate three primary loading sidings from where the coal may be dispatched. For any increase in the Railway Freight due to any revision in rates/taxes issued by Statutory bodies, the differential cost of the mentioned primary loading sidings will be reimbursed to the Contractor. For other loading sidings, the differential will be borne by the Contractor.

As clarified, permission to change the Loading siding will be granted with no increase/decrease in Landed Cost.

Example:

S. No	Parameters	L1 Rate (Rs/MT)	Case-I When Railway freight decreases due to change in siding	Case-II When Railway freight increases due to change in siding
1	Total Transportation Charges (C) = (A) Transportation from Mine to Siding (Including loading charges at Mines & unloading charges at siding & loading charges into wagon/rakes) + (B) Railway freight up to TSPL at actual (including Originating Terminal Charges (OTC), if any)	C= A+B = 3100 = 500+2600	C= A+B =3100 =600+2500	C= A+B =3100 = 400+2700
2	Landed Cost (Rs/MT)	3100	3100	3100

4. In case of multiple collieries or multiple grades from same mines, please specify rates separately for all mines & grades.
5. Taxes and Duties as per as per Clause No. 4 of Volume II.
6. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other charges as per RR in Full shall be deposited by TSPL.

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

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

We further confirm the following:

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

We further confirm the following:

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

We agree to abide by this Bid for a period of 180 days from the last date of Bid submission as stipulated

in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

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

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

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

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

Signature: _____

Name: _____

Designation: _____

Seal:

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

ANNEXURE-II: COVERING LETTER

Ref No. and Date :

Bidder's Name and Address:

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

Dear Sirs,

Sub: Bidding Document No. TN/3/CM/TSPL/2020-21/R1 for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from (NCL/MCL/CCL/SECL) to TSPL.

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

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

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

2. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:
 - i. Signed copy of Bid Document as token of acceptance of the terms.
 - ii. Power of Attorney/Board Resolution in favour of Authorized Signatory for signing the Bid.
 - iii. Bank Guarantee No: Dated_____ issued by_____ (Name & Address of issuing Bank) for Rs._____ valid up to_____ towards Earnest Money Deposit (EMD). *(If EMD submitted through Bank Guarantee)*

- iv. Certificates / documents mentioned in Qualification requirements.
- v. Price Bid Submission form in Envelope Part-III.
- vi. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst all the Partners.
- vii. Certificate of Average Annual Turnover of Bidder in preceding 3 Financial Years.
- viii. Certificate of Average Net Worth of Bidder in preceding 3 Financial Years

3. We further confirm the following

- i. We undertake, if our Bid is accepted, to provide Bank Guarantee for Contract Performance Security, as per stipulated formats and amounts and within the time specified in the Bidding Documents.
- ii. Issuance of Letter of Intent (if required), along with signing of Agreement with the Successful Bidder subsequently only will constitute the formation of the Contract.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 180 days from the last date of submission of Bid. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

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

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

Signature_____

Name_____

Designation_____

Seal

ANNEXURE-III: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

Dear Sir,

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

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

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

1. We hereby irrevocably and unconditionally guarantee to pay to you the sum in aggregate not exceeding _____ (Rupees _____ only), without demur, merely on the first written demand signed by your representative stating that the amount claimed is due by reasons of breach by the said Party of any of the terms or conditions contained in the said Contract or by reasons of the Party's failure in performance of the Contract and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.

2. Notwithstanding anything to the contrary, your decision as to whether the Party has made any such default or defaults under the aforesaid Contract and / or any other agreement, if any and the amount or amounts to which you are entitled by reason thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between you and the Party and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by you on first written demand without any protest or demur.

3. This guarantee shall come into force from the date of issue of this guarantee and shall remain in full force and effect up to and including _____. Should it be necessary to extend the validity of this guarantee beyond the said date, we undertake to extend the period of the guarantee on your request till such time as may be mutually agreed between you and the Party.

4. We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract and all other written agreement, if any relating to the Contract and/or to extend the time for performance by the Party from time to time.

5. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ (Rupees _____ only). Unless a claim in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee i.e. up to and including _____ or up to an extended date as per clause 3 hereinabove, unless otherwise extended, all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee whether or not this document shall have been returned to us.

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

SIGNED AND DELIVERED this _____ day of _____, 20__.

For and on behalf of

Bank :

(Authorized Signatory Of Bank)

Address :

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

ANNEXURE-IV: CERTIFICATE FOR SUPPLIES OF QUANTITIES

(To whomsoever it may concern)

REF NO:

DATED:

To,

The Head Commercial
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 transported and / or handled coal (Please stroke out whichever is not applicable) to us as per details given below:

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

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

(Signature of Authorized Person With
Name, Designation & Complete Address)

PLACE: _____

DATE: _____

Note:

1. *Strike off whichever is not applicable

ANNEXURE-V: FORMAT FOR ANNUAL TURNOVER

Ref No.:

Date:

To,

The Head Commercial
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 25 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 in INR Crores
1.	2016 – 17	
2.	2017 – 18	
3.	2018 - 19	

In case 2018-19 figures not available, 3 years may be taken as 15-16, 16-17 & 17-18.

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 Auditors or may be issued by 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
----------------	----------------	------------

2016-17		
---------	--	--

2017-18		
---------	--	--

2018-19		
---------	--	--

* 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 SERVICE**NEAREST SERVICE LOCATION**

HOUSE NUMBER & STREET	
CITY	
POSTAL CODE	
STATE	
CONTACT PERSON NAME	
PHONE NUMBER	
SKILLED MANPOWER STRENGTH	
FACILITIES AVAILABLE	

CUSTOMER SUPPORT

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

A) QUALITY CHANGES	
B) QUANTITY CHANGES	
C) DELIVERY CHANGES	
D) PRICE CHANGES	
DO YOU KEEP REFERENCE SAMPLES? IF YES, HOW LONG?	
DO YOU KEEP TRACK OF NON-CONFORMITIES?	
DO YOU HAVE DOCUMENTED PROCEDURES FOR CUSTOMER COMPLAINTS?	
HOW OFTEN YOU OBTAIN FEEDBACK FROM CUSTOMERS? (Monthly / 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
7. KONKOLA COPPER MINES (KCM)
8. STERLITE TECHNOLOGIES LIMITED (STL)
9. STERLITE INDUSTRIES INDIA LTD (SIIL)
10. STERLITE ENERGY LTD (SEL)
11. CAIRN INDIA
12. COPPER MINES OF TASMANIA, (CMT)
13. TALWANDI SABO POWER LIMITED (TSPL)

ANNEXURE-A: Scope for Tarpaulin Covering

SCOPE OF WORK

The scope of work includes but is not limited to

1. Covering of loaded wagons of TSPL coal rakes with good quality tarpaulin & ropes for covering after completion of loading as per Railway standards/TSPL requirements. Tarpaulin of GSM greater than 80 need to be used/quoted by the parties as the distance between coal mines & TSPL Plant is more than 1000 Kms.
2. Damaged/torn tarpaulins & ropes shall not be used.
3. The Contractor shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
4. The Contractor shall provide adequate size of tarpaulin for full covering of wagons on top side.
5. Supply of Tarpaulin shall be on returnable basis. Price bid by bidders to be given considering return of tarpaulins.
6. Service provider to follow and fulfil safety compliances to ensure safety of resources and workers deployed for covering tarpaulin at coal rakes. Service provider to issue all necessary equipment and PPEs to ensuring safety. If service provider fail in following safety compliance and avoiding any harm/accidents at loading point during the practice, TSPL will not be responsible and TSPL may terminate the Contract at the same instance.
7. Service provider to comply all necessary requirements by any Statutory bodies including Pollution Control Board, Government authority, NCL/MCL/CCL/SECL Indian Railway or any other agency as required & Gazette notification no. CG-DL-E-21052020-219495 dated 21.05.2020
8. Cost of mobilization & de-mobilization of tarpaulins, manpower etc shall be in the Contractor's Scope.
9. Lodging, boarding and conveyance of workmen shall be in the Contractor's scope.
10. Service provider to ensure covering all rakes without fail at any point of time during the duration of the agreement.
11. The Owner shall not be responsible for any damage, loss or pilferage of tarpaulin during handling at the loading/unloading point or during transit.
12. The Contractor shall ensure removal of used/unused/excess tarpaulins from the loading/unloading point.
13. Service provider to start service within 5 days of signing of the Contract and issue of valid Purchase Order & NTP (Notice to Proceed) whichever is later. In case, Railway / NCL/MCL/CCL/SECL doesn't allow for start of Tarpaulin covering after clearance from TSPL, Service Provider to inform the same within 24 hours & no penalty shall be applicable.
14. Any penalty levied by NCL/MCL/CCL/SECL or any other agency for non- covering of the rakes shall be borne by the service provider to the extent to Contract value of the charge of tarpaulin covering from this Contract.
15. Bidder to provide self- certification on the GSM of tarpaulin used at the time of billing. Further, TSPL can cross check the GSM of tarpaulin any time. In case any discrepancy found in GSM then no payment against Tarpaulin covering of that particular rake will be paid by TSPL

PENALTY FOR NON-COVERING OF ANY RAKE AT LOADING POINT

In case Bidders fails to cover Tarpaulin on any Rake, Penalty equivalent to 1.5 times of Tarpaulin covering for the rake shall be recovered.

PENALTY FOR MISSING TARPAULIN AT UNLOADING POINT

Flat Penalty of Rs. 10,000/- per rake to be levied on the Contractor for the rakes having uncovered wagons. in case of noticing continuous deviation in this regard, TSPL reserves the right to terminate the Contract.