TSPL

TALWANDI SABO POWER LIMITED

Tender Specification No:

TN/1/CM/TSPL/2021-22/R0

BIDDING DOCUMENT FOR

SUPPLY OF 10 LMT IMPORTED

NON - COKING COAL FOR DELIVERED BASIS TO

TSPL, MANSA, PUNJAB

28th Feb 2022

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

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VOLUME –I

INSTRUCTION TO BIDDERS

1. INTRODUCTION

Talwandi Sabo Power Limited (hereinafter referred to as "TSPL/Owner/Buyer"), a subsidiary of Vedanta Limited, has set up one of Punjab's largest green-field Thermal Power Plant for the supplyof power on long term basis with a capacity of 1980 MW (3x660 MW).

TSPL invites bids for supply of 10,000 KT Imported Non-Coking Coal (hereinafter referred to as "Coal") of specifications mentioned herein, on 'FOR Delivered basis to TSPL' (1 KT= 1000 Tonne)TSPL, therefore, intends to enter into Contract with suppliers for the same.

2. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and price bids 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.

3. TIME SCHEDULE FOR BIDDING PROCESS:

Date	Event
19th Jan-22	Publishing of NIT in newspapers
28th Feb-22	Date of availability of Bid document at TSPL website
08th Mar-22	Last date for receipt of comments/suggestions (latest by 18:00 Hrs)
12th Mar-22	Pre-Bid clarifications
15th Mar-22	Commencement of submission of Bid (online – ARIBA) from 11:00 hrs onwards
21st Mar-22	Closing of submission of online Bid on ARIBA (has to be on or before 17:00 Hrs)
21st Mar-22	Receipt of all required physical documents for bid submission including DD for EMD (or in case of RTGS, subject to realization of amount in TSPL bank account) has to be on or before 17:00 Hrs, at TSPL.
22nd Mar-22	Opening Technical Bids at 11:00 Hrs at Mansa/Patiala
23rd Mar-22	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
23rd Mar-22	Reverse Bidding at 15:00 Hrs

Note:

- TSPL reserves the right to amend the above schedules. Interested parties should monitor TSPL website for amendments/changes on a regular basis.

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

4. BIDDING DOCUMENTS

In addition to the Invitation for Bid, the Bidding Documents shall comprise the following:

a. Instruction to Bidders (ITB) - Volume-I

b. Technical Specifications - Volume-II

c. Annexure/Formats/Forms - Volume-III

d. This Bid Document is not an agreement or offer by Talwandi Sabo Power Limited (**TSPL**) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.

e. Any other document issued/ made available by TSPL to prospective bidders. The bidder(s)are expected to read and examine all instructions, forms, terms & conditions, specificationsand other information in the Bidding Documents as well as satisfy themselves regarding completeness of Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid in disregard to the requirements of the Bidding Documents in any respect will be at the risk of bidder and may also result in rejection of its bid. (Any inconsistency in the tender document must be highlighted prior to the timeline given as per clause 2 of Volume I and not during the time of submissionof the bid. Tender shall be considered as submitted by all the bidders and no modifications shall be entertained thereafter).

f. The Bidder will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Bidder will be deemed to have inspected and examined the relevant infrastructure at the Plant for the satisfactory completion of the work. Bidder should note that TSPL siding, unloading, and testing facilities will be used by multiple Parties including suppliers/contractors of TSPL.

g. Bidders in their own interest may communicate to TSPL through email their preliminary interest in

the Bid process, so that in addition to uploading various documents on the website, TSPL may keep them updated from time to time

h. TSPL reserves every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of the bid, TSPL may seek additional information/ documents / declaration from the bidders; failureto furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders or through our website (www.tsplindia.co/tender.htm).

i. 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 conduct or outcome of the bidding process.

j. Implementation of this tender process is subject to clearance from PSPCL/PSERC as applicable.

5. PERIOD OF VALIDITY OF BID

The Bidder shall ensure that its bid remains valid till 180 days from the date of price bid opening date.

6. SUBMISSION OF BIDS

- Based on the EOI received on TSPL.Fuel@vedanta.co.in, TSPL will send a Link for bidder's registration and for online submission of Bid & reverse bidding, Bidders shall register themselves on ARIBA portal and obtain the login credentials / password for the same and keep the same valid up to completion of bidding process.

- Bidders should understand the online submission procedure thoroughly and then fill up the Bids. Bidder must register themselves/their firm on ARIBA portal well in advance to understand the process and formalities for online Technical and Price Bid submission. No excuse of insufficient knowledge regarding online submission & physical submission shall not be accepted. Bidders to submit both Technical & commercial bid as per mentioned timeline on ARIBA portal (Clause-3).

- Bidders shall fill-up/submit the Bid online in the formats provided in the ARIBA portal.

- Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. A training session on submission of Bids shall also be carried out on ARIBA portal, at least two days prior to the Bid Due Date.

- The figures mentioned in the illustrations given in the Bid Document are only for illustrative purposes. It has no biding on the Contract.

- All communications pertaining to this Bid Document shall be addressed to:

  Chief Commercial Officer
  Talwandi Sabo Power Limited
  Talwandi Sabo Road, Vill - Banawala
  Distt- Mansa Punjab-151302
  Ph. No.: -7087026235
  Email: tspl.fuel@vedanta.co.in

- The Bidders, in their own interest are advised not to wait till the last moment, to submit their bids. TSPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, issues related to equipment, hardware and software etc. Any Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, TSPL at its discretion may extend the timelines for any reasonable cause.

7. BID OPENING AND EVALUATION METHODOLOGY

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

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

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

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

7.4 Balance requisite documents to be opened only for those Bidders who meet the responsiveness requirements. After opening balance requisite documents, Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened online in the presence of TSPL tender committee and PSPCL representative (if deputed) as per the specified timelines in clause 3. Ranking of Bidders shall be prepared on the basis of cost evaluation and in the sequence of lowest to highest (increasing order).

8. **Reverse Bidding:**

8.1 After opening of Price Bid, Reverse Auction shall be carried out for each line item separately following procedure and terms & conditions shall be applicable for which reverse auction is to be carried out:

- Selection of Bidders for reverse bidding: All the Qualified Bidders, excluding H1 Bidder, subject to a minimum of 3 Bidders are left after excluding H1 Bidder.
- In reverse Bidding, Bidder shall quote the price against each option (A1 to A7) separately for which the Bidder has already submitted the Price Bid.

- **Reverse bidding start price:** The lowest price of each option (A1 to A7) in Rs/Mcal discovered during close bidding shall be the opening price (start price for reverse bidding) for the respective option. Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted on ARIBA portal.
- Bidders shall be required to submit their acceptance to the stipulated terms & conditions before participating in the reverse auction.
- Online Reverse auction shall be conducted by TSPL in the presence of PSPCL team on pre-specified date and time for duration of 1 Hour.
- All the Bidders are required to submit their price bid along with submission of Techno-Commercial bid as per schedule. Only those bidders who submit their bids within the scheduled time and who are considered technically and commercially qualified, shall be eligible to participate in Reverse Auction process subject to the condition as mentioned in below clause no: 8.2

- Decrement value: Rs 0.01 per/Mcal or higher (in multiples of Rs/Mcal)
- Bidder may become 'L1 Bidder' by offering a price equal to or lower than the 'next valid Bid' and this shall continue as an iterative process.
- During reverse bidding, Bidders shall submit their Bids online on ARIBA portal. During reverse bidding, the decrement in Landed Cost shall be effective only against "Discount on Index" and the same shall be firm during the validity of the price bid. Detailed procedure for reverse bidding shall be uploaded on ARIBA portal of service provider and training session will also be conducted by the service provider.
- During reverse bidding, if no Bid is received within the specified time, then the L1 Price Bid already discovered against the respective option (A1 to A7) shall be the closing price (CP) for the reverse bidding.
- After Completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations with the L1 bidder, if desired by TSPL . Based on the Final Price quoted by Bidders, the successful bidders shall be required to submit summary of Final Price within 2 working days of conclusion of Reverse Auction. In case a bidder fails to submit the above summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD and suspension of business dealings etc.
- All documents submitted as a part of bidding process will become property of TSPL and are not returnable.

Auction Extension Time:

If Valid bid is placed within 5 minutes of End Time of the Reverse Auction, then Reverse Auction duration shall get automatically extended for another 5 Minutes from the existing end time. It may be noted that the auto extensions will further take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto extension will not take place even if the bid might have come in last Five minutes. The above process shall continue till no valid bid is received in last 5 Minutes which shall mark the completion of Reverse Auction. The Bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to Internet connectivity, network problems, system crash down, Power Failure etc. No Request for extension in time period of Reverse Auction due to any of the above reasons shall be entertained by TSPL and no claim of any bidder in this respect shall be accepted.

Evaluation for Technical Qualification:

The Bid will be evaluated as per technical qualification as per clause 15 and clause 9 (Envelope-1) below.

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

8.2 Evaluation of the Price Bid

- Evaluation would be based on the landed price (Rs/Mcal) delivered to TSPL Plant.
- Only Price Bids of the Qualified Bidders will be opened in the presence of TSPL representative, and PSPCL representatives as per the timelines. Price Bids of Non-qualified bidders remains intact & shall not be entertained further in Bidding process.
- The evaluation shall be done based on eligible bid which has offered the lowest landed cost to TSPL Plant on delivered to TSPL Plant basis inclusive of taxes, duties, levies.
- Decision of TSPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. TSPL also reserves the right not to enter into any contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may provedetrimental to the overall interest of TSPL or higher than prices of coal from alternative sources. TSPL's decision in this regard shall be final and binding on all the Bidders and TSPLwill not be liable to pay and damages/compensation/cost etc. to any Bidder.
- Bidders will abide unreservedly with TSPL's decision in the qualification process forselection of Qualified Bidder and further warrant that under no circumstances, Bidder willchallenge either TSPL's decision or its right to make such decision at any time.
- The Successful Bidders will be bound to accept LOI(s)/Contract(s)/PO(s), issued pursuant to this Bidding Process. Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder and will result in consequences for withdrawal of the Bid including but not limited to forfeiture of EMD. In such event TSPL will also be free to enter into a Contract with any other Bidder participating in the process.

9. NEGOTIATIONS AND AWARD OF CONTRACT

a) TSPL at its own discretion may conduct the reverse bidding. The start/opening price of the reverse bidding shall be finalized by TSPL. Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the ARIBA portal service provider at the time of reverse bidding.

b) During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. Detailed procedure for reverse bidding shall be uploaded on ARIBA portal of service provider and training session will also be conducted by the service provider.

TSPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between TSPL and the Successful Bidder(s) shall come into existence by the following process:

c) TSPL may award a Contract(s) to more than one Successful Bidder and such Contract shall incorporate the terms of this Bid Document.

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

e) TSPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). TSPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and TSPL shall be entitled to exercise its remedies specified in the Contract.

The complete Tender document may be downloaded from TSPL website Tender | TSPL India

f) Bid submission process consists of online submission of Price Bid and requisite documents in Envelope I , Envelope II.

Details are as under,

Envelope I

- Superscribed as Technical Bid shall contain all the documents as elaborated in the bid for technical acceptance and qualification of the Bid (excluding Bid Price) duly filled in and signed by the Bidder in the following order. Please Note that all documents related to Envelope I shall be submitted Online.

- One copy of Bidding/Tender Document duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

- Complete company profile

- Documents for quantity supplied in last three financial years. (Annexure C)

- Audited Balance sheet for last three financial years.

- Board Resolution/POA from the Company Authorizing the person signing the Bid as authorized signatory & same shall be submitted physically on address as mentioned in Clause No:-6

- Technical declaration form and documents for the quality specification of coal to be submitted under this document as mentioned in Annexure-A.

- . Any other documents that Bidder feels is important to establish the qualifications and fulfillthe tender requirements.

- No hand-written price bids will be accepted.

Envelope II -.

- It shall contain the Price Bid and other details as per Volume-III (Annexure –B1 to B7) of the Bidding Documents & shall be submitted through online.

- Price Bid submission form (Annexure B1 to B7).

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

- Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being nonresponsive are liable to be summarily rejected in TSPL's sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.

- The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format of Annexure B1 to B7 (as applicable). The bid and supporting documents prepared by the Bidder shall be in English language. Documents that are neither in English nor in Hindi shall be supported with notarized English translation. The English translation in such cases shall prevail for all intents and purposes. The prices shall be indicated in figures with landed price as per provided format.

- Price bid shall be submitted online. Price Bid submitted in physical form shall be rejected.

9.2 Related and Interested Parties:

1. Bidder shall submit only one Bid and any of the parent company/ Associate/ affiliate/ Related Parties/ ultimate parent company of the Bidder shall not separately participate (directly or indirectly) in the same bidding process.

2. A Bidder shall not have conflict of interest that affects the bidding process. Further, if any Bidder is having a common interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected in TSPL's sole discretion.

3. A Bidder shall be deemed to have a common interest affecting the bidding process in the events:

4. Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its members, or any Associate thereof; or

Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same Bid.

10. <u>EARNEST MONEY DEPOSIT</u>

The bidders are required to deposit the Earnest Money of INR 1,00,00,000/- (Indian Rupees One Crore only) through RTGS in favour of Talwandi Sabo Power Limited in the following bank accountdetails.

Bank Name : State Bank of India Address : CAG, BKC Branch, Mumbai

Account No 35216862121

Account Type : Cash Credit

IFSC Code : SBIN0016376

Name of Beneficiary : Talwandi Sabo Power Limited

Address of Beneficiary : Village-Banawala, Mansa-Talwandi Sabo Road, Mansa, 151302 (Punjab)

EMD will be refunded to bidders as per the table below:

On award of PO to successful Bidders.	Qualified Bidders on whom PO is not to be released	Bidders found non-responsive	Bidders found not qualified
Within 10 working days after acceptance of PO and submission of CPS.	Within 10 working daysof acceptance of PO by successful bidder on which POs are releasedand accepted.	Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes.	Within 15 working days from the openingof the price bids provided EMD is not liable to be encashed as per the succeeding notes.

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

1.) The Bidder withdraws or modify his Bid during the validity period of the Bid;

2.) The Bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has a material impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process;

3.) The Bidder does not accept the arithmetical correction of its Bid price, if TSPL finds any discrepancy during evaluation;

4.) In the case of Successful Bidder, if the Bidder fails to give the acceptance of Letter of Award (LOA)/PO within the 10 days working days from the date of issuance; and Successful Bidder does not accept the PO materially aligned with bidding document.The decision of the TSPL whether

such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful bidder rejecting the PO despite decision of TSPL with regard to material alignment of PO w.r.t bid document will be authorizing TSPL to encash the EMD as per bidding document.

Important Note:

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

10.1 VALIDITY TABLE

SL NO	DOCUMENT	VALUE (Rs.)	VALIDITY
01	EMD	1,00,00,000	180 days from the date of Bid opening
02	PBG	2,00,00,000	90 days beyond schedule dispatch of last rake or settlement of dues, if any, whichever is later.
03	PRICE BID	As per Format in Annexure-B1 to B7 (as appropriate for various options)	The price bid will remain valid till 180 Days to order at any point of time within the validity.
The validity of price bid may be extended for supplies beyond 180 Days mutually between TSPL and Bidder. However, implementation of the same can be post approval from appropriate authorities.			

11. Performance Bank Guarantee/Contract Performance security:-

- Within 10 working days of award of Contract, the Successful Bidder shall furnish CPS of Rs 2 Croreto TSPL. Successful Bidder who has submitted the EMD in the form of Demand Draft(DD) or through RTGS, their EMD willbe rolled over as part of CPS and the balance CPS shall be submitted by the Successful Bidder within the above specified period. The same will be valid

as per Clause 5 (Validity table). In case Bidder wishes to submit a Bank Guarantee (CPBG) for CPS then the EMD submitted through DD or through RTGS will be refunded within 7 days of acceptance of CPBG. The Bank Guarantee shall be as per the format provided (Annexure-F). In case, a subsequent PO is issued by TSPL, the CPS available with TSPL will beconsidered for supplies against subsequent PO.

- Contract Performance Guarantee will be kept as a security against unsatisfactory performance during the Period of the Bid/Contract validity. In case of such unsatisfactory performance, TSPL atits discretion may invoke the CPS either in full or in part as the situation may require; and the Bidder will have to submit a fresh CPS or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation and intimation from TSPL for the same to Bidder. If Bidder fails tosubmit fresh CPBG/replenish the shortfall amount as per the stipulated time of 2 weeks, then TSPL will be at liberty to withhold the payment due for supplies already made to the extent of CPBG/replenishment required.
- No interest will be payable on the Contract Performance Security.

12. AGREEMENT/CONTRACT AWARD CRITERIA

The successful bidder(s), whose bids are found eligible and has offered the lowest price as evaluated by TSPL, may be considered for placement of award.

No successful bidder(s) under any circumstances will be allowed to dishonor/refuse to supply thequantities for TSPL plant where it has emerged the lowest bidder. In case of non- compliance or refusal to supply the quantities, the bidder would be blacklisted & EMD shall be forfeited.

Price will vary as per Volume II clause no. 6 throughout the validity of the contract.

Note:

1. It may be noted that TSPL is not bound to award the Contract to the lowest Bidder and reserves the right to further re-negotiate the prices. Also, TSPL may split the award of the contract (tentatively 70% and 30% to L-1 and others as per coal requirement of TSPL at the relevant time) to more than one party in the interest of the plant operations and early delivery.
2. Supplies under this tender may start post completion of balance carried forward supplies under the ongoing contract.

3. Further order of coal quantity approved from Standing Committee may be released against this tender.

13. LETTER OF INTENT

Prior to the expiry of the period of Bid validity, TSPL will notify to the Successful Bidder in writing through Letter of Intent (LOI sent by required communication mode i.e. registered post, email or through courier or by FAX) that its Bid has been accepted. Issuance of Letter of Intent, along with signing of Agreement with the Successful Bidder subsequently will constitute the formation of the Contract. TSPL reserves its right to make changes/amendments to the terms and conditions of Contract which do not have any financial impact.

14. BIDDER OBLIGATIONS

The Bidder shall perform the Supplies and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Contract or Agreement with all due diligence, efficiency and economy, in accordance with prudent accepted professional techniques and practices, and shall observe high ethical practices, and employ appropriate advance technology and advance safety methods. The Bidder(s) shall always act, in respect of any matter relating to the Contract or to the work, as sincere advisers to TSPL and shall at all times support and safeguard TSPL's legitimate interests.

15. QUALIFYING REQUIREMENT

I. The Qualifying Requirement for the Bidders of this tender shall be as under:
II.

	Parameters	**Minimum Requirement for the Bidder**	**Documents Required to be submitted**
Technical Qualification Requirements	Supply of bulk quantity of Non-Coking/Coking Coal of Foreign or Domestic origin in any continuous 12 months in one or multiple contracts during preceding five years along with current financial year up to date of Techno-Commercial Bid submission.	4.5 Lakh MT	(a) Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure C (b) Experience / performance certificate from purchaser for the executed quantity as per formats at Annexure C

Technical Qualification Requirements	Loading and dispatch from ports through Indian Railways of bulk quantity of Non-Coking / Coking coal of Foreign or Domestic origin in any continuous 12 months in one or multiple contracts during preceding five years along with current financial year up to date of Techno-Commercial Bid submission.	4.5 Lakh MT	(a) Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure C (b) Experience / performance certificate from purchaser for the executed quantity as per formats at Annexure C
Financial Qualification Requirements	The annual turnover ofthe Bidder in any one Financial Year from the preceding five financial years (FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18 and FY 2016-17)	Rupees Seven Hundred Crores	Turnover and Net Worth duly certified by Statutory Auditors
	Net worth of the Bidder as on 31st March 2021	Rupees Fifty Five Crores	
Offered Quantity for any option A1, A2, A3, A4, A5 A6 & A7	Minimum Quantity to be offered	3 Lakh MT	To be declare in Covering Letter

III. 1. **Notes:**

- Bidding through Consortium is not permitted
- TSPL has right to summarily reject / disqualify Bidder at any stage if it transpires to TSPL that Bidder has changed it's identity to defeat the past poor record and thus attempted to mislead TSPL.
- Award of PO(s) will be based on price competitiveness and requirement of TSPL and governed by other terms and conditions of this Bid document.
- Bulk means minimum quantity of 20,000 MT in single contract. Single contract(s) with quantities less than 20,000 MT will not be considered during technical evaluation of the bid.

VOLUME -II

TECHNICAL SPECIFICATIONS

1. INTRODUCTION

TSPL has a requirement of Imported Non-Coking Coal of specifications mentioned herein, on 'FOR Delivered to Plant basis'.

2. DEFINITIONS

a) **ASTM** –means ASTM International, formerly American Society for Testing and Materials (as per extant standards).

b) **INCOTERMS 2010** –means International Commercial Terms, 2010 as formulated by the International Chambers of Commerce (ICC) and any amendments thereafter.

c) **ADB**- means Air Dried Basis; **ARB** –means As Received Basis–with respect to test data evaluated relative to moisture in samples without conditioning.

d) **GCV (ARB)/ GAR** –Gross Calorific Value (TM basis)

e) **ETA** –means Expected Time of Arrival

f) **IIA or Independent Inspection Agency** –shall means International reputed mutually accepted Independent Inspection Agency.

g) **Guaranteed GCV** –means GCV as Guaranteed by the Supplier for delivery to TSPL.

h) **LOT** –means pack of minimum10 rakes in one LOT. Last LOT size can vary as per the monthly Ordered Quantity.

i) **Received Quantity** –means cargo quantity weighed at TSPL in-motion Weighbridge.

j) **Base Specification** –means coal quality specifications required by TSPL.

k) **Contracted Quantity** – means the quantity of coal ordered to a Bidder.

3. SCOPE OF WORK

1. Supply of Imported Non-Coking Coal on FOR Delivered basis to Talwandi Sabo Power Limited (TSPL) Plant.
2. All coordination from loading point till rake reaches TSPL plant including but not limited to EDRM Sanction, rake indents placement, rake loading, ETRR transfer through FOIS, e-way bills generation, covering wagons with tarpaulin to be part of Scope of Work of Supplier.
3. The selected Bidders to ensure covering of rakes with tarpaulin to ensure compliance of MOEF&CC vide Gazette notification no. CGDL L 21052020 219495 dated 21May-20. Supply of tarpaulin shall be on returnable basis. Price bid by bidders to be given considering return of tarpaulin.

4. QUANTITY AND DELIVERY SCHEDULE

This Tender is for supply of 10,00,000 MT Imported Non-Coking Coal as per specifications mentioned in this tender document.

Imported Coal: Up to 10 Lakh Metric Tons uniformly distributed with Lot wise delivery schedule throughout the period till 31st Mar2023. Tentative schedule is as under. TSPL at its option may change the schedule as desired and will communicate through Lot wise schedule later.

Month	Quantity
April 2022	1 Lakh MT
May 2022	1 Lakh MT
June 2022	1 Lakh MT
July 2022	1 Lakh MT
August 2022	1 Lakh MT
September 2022	1 Lakh MT
October 2022	1 Lakh MT
November 2022	1 Lakh MT
December 2022	1 Lakh MT
January 2023	1 Lakh MT

TSPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL, as follows. After negotiations with L1 Bidder, discussion may be carried out with L2 and L3 Bidders in the order of their merit position to match L1 rates. In case the L2 Bidder does not match the L1 price, no LOA/PO will be placed on L2 and subsequent discussion will be carried out with L3 to match the L1 price. However, if L2 matches the L1 rate, no subsequent discussion with L3 shall be carried out.

TSPL may award (single/multiple) contract(s) for 70% of the required quantity to L1 Bidder (limited to quantity offered by the Bidder) and then rest 30% to L2 Bidder or L3 Bidder at the L1 prices. However, this is not binding. If in TSPL's opinion this is not in its interest, TSPL have the liberty to decide as deemed fit. In case quantities to be ordered in a particular month are lower than the minimum quantity that is required to be offered as above, TSPL may decide not to split the quantity for that month.

TSPL may place LOA/PO to the Supplier for the quantity over and above the minimum quantity declared by them after taking written consent of the Supplier.

Within the overall norms as above, in order to optimally utilize available coal with different qualified

Bidders/ prospective Bidders, swapping may be resorted to as per mutual agreement amongst Bidders and TSPL.

4.1 Schedule of Supply

Activity	Timelines
Commencing dispatch of 1st Rake from loading siding	As per firm LOT schedule given by TSPL after clearance through email/LOA/PO.
Lot wise Schedule for dispatch	Lot wise firm schedule for dispatch (as per RR invoice date) will be communicated 21 days prior to the Contractor/Supplier through a letter/ email.
Re-starting the supplies	In case TSPL advises to stop supplies for a period more than 15 days, then TSPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.
Early dispatches	No incentive is payable for early dispatch. Further, in case of early delivery, base/trigger date for payment will be reckoned from 7 days after scheduled delivery. In the cases where early delivery is desired by TSPL, base/trigger date for payment will be considered from actual dispatch date.
Restriction of Railways	Schedule will be extended commensurately in case of restrictions by Railways for loading for TSPL Railway siding (MTSS) exceeding 3 consecutive days or cumulatively 7 days in a window of 30 days period (for computing the Lot) starting from first scheduled date of dispatch subject to the condition that such restriction is not attributable to the Bidder. Relief on this account has to be supported/ demonstrated by appropriate documents including but not limited to proof ofindents placed. Liquidated damages applicability will be suitably relaxed for balance rakes.
Conversion of indicative schedule to firm schedule	Lead time of 7 days will be provided for conversion of indicative schedule to firm schedule.
Uniform dispatch for Lot	Contractor is required to dispatch rakes uniformly to the extent practicable and not bunch the same.

Note:

1. This Schedule for supply of Coal will be subject to and adjusted to technical requirements of power generation from TSPL and approval of its off-take, including governing rules and policies as applicable from time to time, including that of Punjab State Power Corporation Limited (**PSPCL**) and/or Punjab State Electricity Regulatory Commission (**PSERC**)/ Statutory Authorities.
2. It may be noted that as per the directions of the authorities, TSPL cannot make any take or pay commitment.

3. In case PO is released on more than one Party, TSPL may specify staggered/parallel delivery schedule, which will be binding on the Bidders within the overall provisions of the Bid document.
4. Liquidated damages (Clause 15) applicability will be amended suitably in case TSPL desires amendments/ changes to schedules. Liquidated damages applicability will be suitably relaxed in case of restrictions for loading imposed by Railways due to reasons other thanattributable to the Bidder/Supplier.
5. Tolerance on supplied quantity on TSPL total received weight basis: Quantity specified inthe PO less than 4000 MT (1 rake quantity) so as to ensure that dispatches will be in full rake quantities. In case of requirements during part of the month, proposed ordering quantities will be pro-rated based on the offered quantity of a month divided by 4 weeks. Schedule/changes to schedule willbe indicated through separate letter.

5. Delivery Period :- :

Lot wise schedule for dispatch (as per RR invoice date) will be communicated 21 days prior to the Contractor/Supplier through a letter/ email indicating firm schedule for the first LOT and indicative schedule for the next 2 to 3 LOTs. Delivery period shall start for a LOT Once the schedule for a particular LOT is firm, it shall not be changed and shall be considered for LD calculations, subject to opening of Letter of Credit (LC) prior to that particular LOT start. In case of delay in opening of LC prior to start date of LOT, then the start date of LOT shall be considered as the day subsequent to the Letter of Credit (LC) opening date.

Illustration :-

Suppose, For the monthly order quantity of 1,00,000 MT, the delivery can be made in 3 lots as given below (assuming 1 rake quantity is 4,000 MT). Supplies to be start from the date of Indicating schedule which shall be given well in advance or next date of LC opening, whichever is later.

L	No. of Rakes	Delivery Period as per TSPL Discretion
1	10	12 Days
2	10	12 Days
3	5	6 Days

Note: The Lot Size & delivery period of Coal may also change & subject to and adjusted to technical requirements of TSPL at its sole discretion by intimation to the supplier in advance. In between the supply of particular lot, then the delivery period of that lot shall not be changed.

6. SPECIFICATIONS OF COAL

The Imported Non-Coking Coal to be supplied shall be as per specifications furnished hereunder

Coal Specifications – Option-A1 (SA) 5700 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	12% - 18% Max	>18%
Ash (ARB)	23 %	23% - 25% Max	>25%
Volatile Matter (ARB)	20-27 %	NA	-
Sulphur (ADB)	0.50%	>=0.5%	
Gross Calorific Value (GAR)	5700Kcal/kg	5700-5000 Kcal/kg; Linear energy adjusted range: (5700-5300 Kcal/kg)	<5000 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended

Coal Specifications – Option-A2 (SA) 5000 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	14%	14% - 20% Max	>20%
Ash (ARB)	26 %	26% - 28% Max	>28%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	20-27 %		-
Sulphur (ADB)	0.50%	>=0.5%	
Gross Calorific Value (GAR)	5000Kcal/kg	5000-4400 Kcal/kg; Linear energy adjusted range: (5000-4700 Kcal/kg)	<4400 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A3 (SA) 6300 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	12% - 15% Max	>15%
Ash (ARB)	18 %	18% - 20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	22-30 %	NA	NA
Sulphur (ADB)	0.50%	>=0.5%	
Gross Calorific Value (GAR)	6300Kcal/kg	6300-5600 Kcal/kg; Linear energy adjusted range: (6300-5900 Kcal/kg)	<5600 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A4 (Indo) 5000 GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	28%	28% - 32% Max	>32%
Ash (ARB)	15 %	15% - 17% Max	>17%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	34-40 %	NA	NA
Sulphur (ADB)	0.50%	>=0.5%	
Gross Calorific Value (GAR)	5000Kcal/kg	5000-4400 Kcal/kg; Linear energy adjusted range: (5000-4700 Kcal/kg)	<4400 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A5 5800 (Indo) GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	20%	20% - 22% Max	>22%
Ash (ARB)	8 %	8% - 10% Max	>10%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	32-38 %	NA	NA
Sulphur (ADB)	0.50%	>=0.5%	
Gross Calorific Value (GAR)	5800Kcal/kg	5800-5100 Kcal/kg; Linear energy adjusted range: (5800-5400 Kcal/kg)	<5100 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A6 6300 (Aus) GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	12% - 15% Max	>15%
Ash (ARB)	12 %	12% - 14% Max	>14%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	27%	NA	NA
Sulphur (ADB)	0.5%	>=0.5%	
Gross Calorific Value (GAR)	6300Kcal/kg	6300-5600 Kcal/kg; Linear energy adjusted range: (6300-5900 Kcal/kg)	<5600 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

Coal Specifications – Option-A7 5800 (Aus) GAR Base GCV:

PARAMETER	BASE PARAMETER FOR PRICE BASIS	Specification Range between which damages on deviation will be levied	HEAVY PENALTY RANGE
Total Moisture (ARB)	12%	12% - 15% Max	>15%
Ash (ARB)	18 %	18% - 20% Max	>20%
Fixed Carbon (ADB)		By difference	-
Volatile Matter (ARB)	27%	NA	NA
Sulphur (ADB)	0.5%	>=0.5%	
Gross Calorific Value (GAR)	5800Kcal/kg	5800-5500 Kcal/kg; Linear energy adjusted range: (6300-5900 Kcal/kg)	<5500 Kcal/kg
IDT (Deg C)	>1150	N/A	N/A
Na2O (%)	<1	N/A	N/A
K2O (%)	<1	N/A	N/A

In case of evidence of slagging/fouling, further supplies of that coal may be suspended.

The Bidder is required to provide vessel details (as applicable), load port certificate of quality including proximate analysis and ash analysis if any, discharge port certificate of quality including proximate analysis and ash analysis, details of source/type of coal to TSPL prior to dispatch of each Coal Consignment as may be required by TSPL. TSPL shall have the right to do sampling and analysis at loading origin before dispatch of coal.

NOTE:

For all types of coal as mentioned above, certificate of quality including ash analysis comprising of IDT, K2O, Na2O to be analyzed by IIA appointed by supplier before start of dispatches by supplier and confirming with buyer to be deemed as final quality acceptance.

7. PRICE AND METHODOLOGY

7.1) (Index based Methodology)

As per the respective Price Bid Formats, the basis of Bidding is as under:

i. Base FOB Price

FOB price of Coal shall be subject to variation for payment purpose, considering the specified indices

and Exchange rate as published by SBI TT selling rate as on the Preceding Friday of last date of Bid submission.

Indices to be followed are as follows

Option	Type of Coal	Index	Publication
A1	5700 GAR	API4 6000 NAR	Argus/McCloskey's (SA Coal Price Index Report)
A2	5000 GAR	API4 6000 NAR	Argus/McCloskey's (SA Coal Price Index Report)
A3	6300 GAR	API4 6000 NAR	Argus/McCloskey's (SA Coal Price Index Report)
A4	5000 GAR	ICI 3, 4600 NAR	Argus/Coalindo (Indonessian Coal Price Index Report)
A5	5800 GAR	ICI 2, 5500 NAR	Argus/Coalindo (Indonessian Coal Price Index Report)
A6	6300 GAR	API 6, 6000 NAR	Argus/McCloskey's (Aus Coal Price Index Report)
A7	5800 GAR	API 5, 5500 NAR	Argus/McCloskey's (Aus Coal Price Index Report)

FOB Coal Price Indexation and Indices:-

Illustration:-

Option	Type of coal	Applicable Index	Let's consider the Index rate of the preceding Friday of due date of bid submission	FOB Price (USD/MT)
A1	5700 GAR South African Origin	API 4, 6000 NAR	70.00	= 70 x (5700/6300) = 63.33
A2	5000 GAR South African Origin	API 4, 6000 NAR	70.00	= 70 x (5000/6300) = 55.56
A3	6300 GAR South African Origin	API 4, 6000 NAR	70.00	= 70
A4	5000 GAR Indonesian Origin	ICI 3, 4600 NAR	50.00	= 50
A5	5800 GAR Indonesian Origin	ICI 2, 5500 NAR	60.00	= 60
A6	6300 GAR Australian Origin	API 6, 6000 NAR	65.00	= 65
A7	5800 GAR Australian Origin	API 5, 5500 NAR	55.00	= 55

1.) For Option A1 coal and A2, FOB price will be derived by multiplying pro-rata Index rate (API4

6000 NAR) of the average of applicable indices of the preceding 4 Fridays of railway dispatch date (Railway dispatch date is RR invoice date)of 1st rake of the lot shall be considered and the average of SBI TT selling rate shall be of preceding 4 Friday's railway dispatch date (RR invoice date) of the 1st rake of the particular lot .

2.) For Option A3, A4, A5, A6 and A7 coal For price indexation purpose for particular Type of Coal, the average of applicable indices of the preceding 4 Fridays of railway dispatch date (Railway dispatch date is RR invoice date)of 1st rake of the lot shall be considered and the average of SBI TT selling rate shall be of preceding 4 Friday's railway dispatch date (RR invoice date) of the 1st rake of the particular lot.

3) Discount on Index: Bidder may quote a firm discount on the prevailing index. The discount will remain firm throughout the contract period.

Contractor will provide computation along with supporting credible evidence of applicable indices to determine applicable values which will be used by TSPL for billing energy charges and claiming reimbursement from PSPCL.

The price shall be calculated through Argus/ICI indices & shall be applicable for all rakes dispatched (considering RR invoice dates) during the particular lot. Contractor will provide computation along with supporting credible evidence of applicable indices todetermine applicable values. Same will be used by TSPL to claim reimbursement from PSPCL.

Let us consider all types of Coal prorated FOB X = 79.25 and SBI TT selling rate =76 Rs/USDPrice shall be calculated for all types of coal as illustrate below:

Option	Type of coal (GAR)	FOB (X)	FOB Price (USD/MT	FOB Price (Rs/MT)
A1	5700	79.25	=79.25 x (5700/6300) = 71.70	= 71.70 x 76 = 5449.20
A2	5000	79.25	=79.25 x (5000/6300) = 62.89	= 62.89 x 76 = 4,780.15
A3	6300	79.25	79.25	= 79.25 x 76 = 6,023.00
A4	5000	79.25	79.25	= 79.25 x 76 = 6,023.00
A5	5800	79.25	79.25	= 79.25 x 76 = 6,023.00
A6	6300	79.25	79.25	= 79.25 x 76 = 6,023.00
A7	5800	79.25	79.25	= 79.25 x 76 = 6,023.00

ii. Ocean Freight

Ocean Freight quoted in USD will remain firm throughout the contract. However, Ocean freight in INR terms shall vary as per the change in Exchange rate throughout the period of Contract.

iii. Marine Insurance

Firm throughout the period of Contract

iv. Currency Exchange Rate

Currency exchange rate to INR for any month to be considered as SBI TT selling rate is average of Currency Exchange Rate applicable on preceding 4 Friday's of the railway dispatch of 1st rake of the lot.

v. Custom Duty

To be mentioned for Type of Coal as Bidded & will be eligible for variation of rates of tax and duties/levy/cess with respect to the rates of quoted date which are mentioned above at the time of supply.

vi. Handling Charges

Firm throughout the period of Contract & shall include Stevedoring, Port handling, Rake loading, etc.

vii. Railway Freight

Railway freight to be considered as per the Nominal/standard Railway freight (Rs/MT) for the delivered Quantity after Quality adjustment indicating the Railway Freight distance based slab from Loading Railway Siding (mentioned in Bid) to TSPL's plant Railway siding MTSS including applicable GST.

Note:

(i) Change of loading Railway siding may be done with adequate justification and with prior approval from TSPL and consequential change in Railway freight, payment shall be restricted to standard nominal Railway Freight for the siding indicated in offer or actual nominal Railway freight whichever is less.

(ii) This element will be eligible for variation in GST and revision of Railway freight by Indian

Railways on the date of supply. Double taxation, if any, shall be to the account of Bidder.

III) No transshipment is permitted. Except, in case of sick wagon is replaced by healthy wagon by Railways at rake loading point duly authenticated by a wagon transshipment certificate issued by loading end Railways Chief Goods Superintendent (CGS) to receiving end CGS.

IV) In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by TSPL.

8. QUANTITY DETERMINATION

Weight of coal determined on TSPL in-motion weighbridge (IMWB) will be considered as "Quantity Delivered" after TM Correction and applicable for the purpose of payment. Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at TSPL. Net weight =Gross weight less the Tare weight as measured at TSPL at In-motion weighbridge. The bidder may depute its representative for witnessing weighment at TSPL. In case IMWB at TSPL is not working, then the methodology for quantity to be considered as final for payment purpose mentioned in Annexure-G (Quantity Determination). Please note that Transit loss data of prevailing rake or most recent rake shall be taken for computation of quantity for the non-weighment rakes at TSPL IMWB.

9. QUALITY INSPECTION

Sampling and analysis of coal at TSPL will be considered for the purpose of payment with adjustments for deviations from base parameters. Bidder may depute its representative to witness sampling and analysis of coal at TSPL. In case of dispute, bidder can intimate to TSPL within 3 working days from the date of test report notified and referee part sample can be taken out and referee part sample will be tested by IIA (any Govt. approved inspection agency) in the presence of Bidder and TSPL representatives. The cost related to testing for the referee sample shall be to the account of the Supplier, the same shall be deducted from Supplier's bill for the lots. It is to clarify that the Supplier shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives. and referee part will be discarded within 30 days from the date of referee sample preserved. TSPL shall promptly notify Bidder the analysis results of sample by email within five working days, after completion of the analysis at TSPL.

10. BASE PRICE ADJUSTMENT/ DAMAGES

I) For GCV (ARB)

For the purpose of penalties/adjustments, the weighted average GCV of one Lot will be arrived considering

(a) the rakes with GCV within linear adjustment range and

(b) Rakes above base GCV i.e., 5700 GAR for option-A1, 5000 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4 and 5800 GAR for option-A5, 6300 GAR for option-A6, 5800 GAR for option-A7.

No incentive will be payable for rakes received above base GCV and the rakes above baseGCV will be capped at 5700 GAR for option-A1,5000 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4, 5800 GAR for option-A5, 6300 GAR for option-A6 & 5800 GAR for option-A7 for all calculations & payable amount.

In case one rake in a Lot received with GCV below linear adjustment range, the same will be considered in weighted average GCV of the Lot. In case more than one rake in a Lot goes below linear adjustment range, then, excluding one rake (with highest GCV below linear adjustment range), other rakes below linear adjustment range will not be considered in weighted average GCV and will be treated independently on rake to rake basis.

Illustration for 5700 GAR Coal is as under:

Rake No	Actual GCV-ARB	Considered GCV-ARB	Approx. Weight (MT)	Payable @ Rs10000/Mt at base GCV of 5700
1	5800	5700	3,850	= 34650 X 10000 X 5569/5700
2	5750	5700	3,850	
3	5700	5700	3,850	
4	5650	5650	3,850	
5	5600	5600	3,850	
6	5550	5550	3,850	
7	5500	5500	3,850	
8	5450	5450	3,850	
9	5275	5275	3,850	
Wt. Avg./ Total		**5569**	**34,650**	=Rs 33.85 Crore (for 9 rakes)
10	5250	5250	3,850	= 3850 X 10000 X 5250 X 90%/5700 = Rs 3.19 Crore (for 1 rake)
Total			**38,500**	= Rs 37.05 Crore (for 10 rakes)

In month end, if the available balance rakes are less than 10, than these rakes will be consideredin preceding Lot for all purposes. The index and SBI TT selling rate applicable on these rakes will also be as per the rates applicable to the preceding Lot.

All the other quality parameters and associated penalties will be treated independently irrespective of the Lot.

Penalty on Lower GCV:

The GCV of the coal delivered will be analysed on rake-to-rake basis and weighted average parameter (as mentioned in 10.1) will be considered for billing and payment.

Option-A1 - 5700 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	**Actual GCV (ARB)/ GAR Received atthe plant in a rake (kCal/kg)**	**Compensation**	**Remarks/Formula**
5700	=< 5700 and >=5300 (Linear adjustment range)	On energy adjustedbasis	Landed price per ton * Actual GCV/(5700)
	< 5300 and >=5000		{Landed price per ton * Actual GCV/(5700)}*0.90
	< 5000		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5700)}*0.50
	> 5700	No additional incentive. Energy adjustment basis limited to 5700 kCal/kg	

Option-A2 - 5000 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
5000	=< 5000 and >=4700 (Linear adjustment range)	On energy adjustedbasis	Landed price per ton * Actual GCV/(5000)
	< 4700 and >=4400		{Landed price per ton * Actual GCV/(5000)}*0.80
	< 4400		Refer Heavy Penalty Clause.Example: {Landed price per ton * Actual GCV/(5000)}*0.50
	> 5000	No additional incentive. Energy adjustment basis limited to 5000 KCAL/KG	

Option-A3 - 6300 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received atthe plant in a rake (kCal/kg)	Compensation	Remarks/Formula
6300	=< 6300 and >=5900 (Linear adjustment range)	On energy adjustedbasis	Landed price per ton * Actual GCV/(6300)
	< 5900 and >=5600		{Landed price per ton * Actual GCV/(6300)}*0.90
	< 5600		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(6300)}*0.50
	> 6300	No additional incentive. Energy adjustment basis limited to 6300 kCal/kg	

Option-A4 - 5000 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
5000	=< 5000 and >=4700 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5000)
	< 4700 and >=4400		{Landed price per ton * Actual GCV/(5000)}*0.80
	< 4400		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5000)}*0.50
	> 5000	No additional incentive. Energy adjustment basis limited to 5000 kCal/kg	

Option-A5 - 5800 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
5800	=< 5800 and >=5400 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5800)
	< 5400 and >=5100		{Landed price per ton * Actual GCV/(5800)}*0.90
	< 5100		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5800)}*0.50
	> 5800	No additional incentive. Energy adjustment basis limited to 5800 kCal/kg	

Option-A6 - 6300 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
6300	=< 6300 and >=5900 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(6300)
	< 5900 and >=5600		{Landed price per ton * Actual GCV/(6300)}*0.90
	< 5600		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(6300)}*0.50
	> 6300	No additional incentive. Energy adjustment basis limited to 6300 kCal/kg	

Option-A7 – 5800 GAR Base GCV:

Price Base GCV (ARB)/GAR (kCal/kg)	Actual GCV (ARB)/ GAR Received at the plant in a rake (kCal/kg)	Compensation	Remarks/Formula
5800	=< 5800 and >=5400 (Linear adjustment range)	On energy adjusted basis	Landed price per ton * Actual GCV/(5800)
	< 5400 and >=5100		{Landed price per ton * Actual GCV/(5800)}*0.90
	< 5100		Refer Heavy Penalty Clause. Example: {Landed price per ton * Actual GCV/(5800)}*0.50
	> 5800	No additional incentive. Energy adjustment basis limited to 5800 kCal/kg	

II). For Ash (ARB)

(A) For every 1% increase in Ash (ARB) for the LOT above base specification and up to 2% above base specification mentioned in Clause 6, of -A1 to A7 coals, Damage for Deviation of INR 50 PMT will be applicable. Taxes / duties shall be paid as per reduced prices.

Example: Base Ash (ARB): 8% and Received Ash (ARB): 9.8%; Received Quantity of Lot after TM adjustment = 40,000 Tonnes

Deviation Penalty for Ash (ARB): INR 50 x (9.8% - 8%) x 100 x 40,000 = INR 36,00,000 (Rs. 36 Lakhs)

No bonus will be applicable if Ash (ARB) for the LOT is lower than Base specification.

(B) For increase in Ash (ARB) for the LOT above 2% mentioned in clause 5, of the A-1 to A7 coals, Heavy Damage for Deviation @ INR 100 PMT will be applicable on pro- rata (income tax slab) basis on Base Price.

Example: Base Ash (ARB): 8% and Received Ash (ARB): 11.8%; Received Quantity of Lot after TM adjustment = 40,000 Tonnes

Heavy Penalty for Ash (ARB): INR 50 x (10% - 8%) x 100 + 100 x (11.8% - 10%) x 100 x 40,000 = INR 1,12,00,000 (Rs. 1.12 Crs)

No bonus will be applicable if Ash (ARB) for the LOT is lower than Base specification.

III). For Sulphur (ARB):

(A) For every 0.1% increase in Sulphur (ARB) % for the LOT above 0.5%, Damage for Deviation @ of INR 10 PMTwill be applicable.

Example-1: Base Sulphur (ARB): 0.5% and Received Sulphur (ARB): 0.9%, Received Quantity for the LOT after TM adjustment is 40,000 Tonnes.

Damage For deviation for Sulphur: INR [10 x 10 x 100 x (0.9%-0.5%)] x 40,000 = INR 16,00,000

Damage for Sulphur deviation: INR 16,00,000 (Rs. 16 Lacs)

No bonus will be applicable if Sulphur (ARB) for the LOT is lower than base specification.

IV). For Total Moisture (Penalty on account of excess moisture over Base Total Moisture):

For Option-A1 Coal:

In case the ***TM% as analysed at TSPL within 12 % to 18% then the weight*** correction for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 18% it will attract heavy penalty:

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

For Option-A2 Coal:

In case the ***TM% as analysed at TSPL within 14 % to 20% then the weight correction*** for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 20% it will attract heavy penalty:

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

For Option-A3 Coal:

In case the ***TM% as analysed at TSPL within 12% to 15% then the weight correction*** for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 15% it will attract heavy penalty:

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

For Option-A4 Coal:

In case the ***TM% as analysed at TSPL within 28% to 32% then the weight correction*** for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 32% it will attract heavy penalty:

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

For Option-A5 Coal:

In case the ***TM% as analysed at TSPL within 20% to 22% then the weight correction*** for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 22% it will attract heavy penalty:

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

For Option-A6 & A7 Coal:

In case the ***TM% as analysed at TSPL within 12% to 15% then the weight correction*** for the excess Total Moisture (ARB) of Coal will be worked out as under.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)}

Beyond 15% it will attract heavy penalty.

Formula: Corrected weight= Rake Qty {1-(Actual TM%- Base TM%)} x 1.5

Example-1 for option A1 Coal: Base TM% (ARB): 12% and Received TM% (ARB): 17%, TSPL Received Delivered Quantity for the LOT before TM adjustment is 39,500 Tonnes.

TM Adjusted quantity shall be as: 39500 x {1-(17%-12%)} = 39500 x 95% = 37525 Mt

Quantity deducted after TM adjustment is : 1975 Mt from TSPL IMWB quantity.

Example-2 for option A1 Coal: Base TM% (ARB): 12% and Received TM% (ARB): 20%, TSPL Received Delivered Quantity for the LOT before TM adjustment is 39,500 Tonnes.

TM Adjusted quantity shall be as: 39500 x {1-(20%-12%) X 1.5} = 39500 x 88% = 34760 Mt

Quantity deducted after TM adjustment is : 4740 Mt from TSPL IMWB quantity.

12. PAYMENT TERMS

TM Adjusted Quantity shall be considered for Billing purpose. Full payment of the coal value to be paid out of, an irrevocable Letter of credit (LC) with usance period of 30/120 days (Refer Annexure E) from RR (Railway Receipt) date of last rake of LOT

Definitions) of Volume II, through nationalized bank and in the format acceptable to Seller. Buyer shall provide LC before start of dispatches. LC shall be opened in parts in accordance with the quantity of delivery schedule as confirmed by the buyer. The format of LC is given in Annexure E. All charges related to Buyers bank shall be to Buyer's account and all charges related to Sellers bank shall be to Seller's account. The payment for coal supplied through rake(s) against LC shall be released LOT wise as per below:

a) 80 % payment for value of coal supplied in the LOT as per Railway Receipts for the rakes in the LOT: LC for 80% of the value of coal supplied shall be accepted on presentation of following documents.

- Bill of exchange for 80% of Invoice value
- Tax Invoice in Triplicate at LC Price

- Photocopy of the Sale and Purchase agreement
- Copy of Railway Receipts for the rakes in the LOT

Note: In case of Damages for Deviation and Heavy Damages for Deviation of any LOT exceeds the balance 20 % payment, then same shall be adjusted against 80% payment of the subsequentLOT.

b) Balance 20 % Payment for value of coal supplied under the Contract: The balance 20 %for value of coal supplied under the Contract shall be accepted on presentation of following documents:

1. Bill of exchange for 20 % of invoice value with adjustment as per certificate of adjustmentsissued by TSPL.

- Copy of Certificate of Analysis issued by TSPL.
- Copy of Certificate of Weighment issued by TSPL.
- Debit/Credit note for adjustments.
- Certificate issued by TSPL confirming the Computation of balance payment.
- Copy of Tax Invoice in Triplicate already submitted in 80% claim.
- Copy of ARGUS/Coal Indo –ICI 3 reports and document for SBI TT Selling rates.

Note: For the last LOT of the LC quantity & value opened there shall not be any 80% paymentand 20% payment. Direct 100% payment shall be made after all deductions as per the contract upon submission of following documents:

i. Tax Invoice in Triplicate at FOB Price calculated as per clause 6 of Volume II. Copy of Certificate for Coal price as per price methodology will be provided by TSPL.
ii. Bill of exchange for 100 % of invoice value with adjustment of as per certificate of adjustments issued by TSPL.
iii. Copy of Certificate of Analysis issued by TSPL.
iv. Copy of Certificate of Weighment issued by TSPL.
v. Debit/Credit note for adjustments.
Vi. Copy of Railway Receipts for the rakes in the LOT
vii. Copy of ARGUS/Coal Indo –ICI 3 reports and document for FBIL/RBI exchangereference rates.
viii. Certificate issued by TSPL confirming the Computation of final payment.

13. SECURITY DEPOSIT

Security deposit for the performance during contract by supplier is to be submitted to buyer within 10 days of signing of LOI or contract for the amount 2 Crore. PBG shall be adjusted as per timeline 90 days beyond schedule dispatch of last rake or settlement of dues, if any, whichever is later.

15. LIQUIDATED DAMAGES (LD)

If in any LOT the total number of rakes to be dispatched is not dispatched till the last day of that LOT as per schedule, then the rakes which are delayed beyond the last day of the specified LOT schedule will attract LD which will be levied at **0.25%** of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be dispatched) for each day's delay beyond the last day of the LOT on which that rake wasscheduled to be dispatched to the plant subject to a ceiling of **2.5%** of the nominal value of coal in that rake. This will be computed on rake-to-rake basis. The parties agree and confirm that theLD are genuine pre-estimate of the loss, which TSPL will suffer on account of such delay. This is also governed by provision of Clause 4.1 of volume-2.

RR Invoice date will be considered as dispatch date of the rake.

Example of LD applicability:

LOT No	Pro-rata rakes to be Dispatched	Rakes to be dispatched as per LOT schedule	Actual Dispatch	Rakes inpenalty
1st (15th April 2022 to 21st April 2022)	5	Rake 1 to Rake5	Rake 1 to Rake 4	Rake# 5th penalty for each day for each rake beyond 21st April 2022.

Note:

a) In case of restriction imposed by Railways, the LD schedule will be correspondingly extended as mentioned in clause 4.1 of Vol. 2 unless the restriction is attributable to the specific

Supplier/ Contractor/Bidder.

b) Liquidated damages applicability will be relaxed suitably in case TSPL desires amendments/ changes to schedules. In case TSPL advises to stop supplies for a period more than 15 day, then TSPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes. TSPL will not bear / reimburse any storage / cargo handling cost due to whatsoever may be the reason. Bidder to furnish evidence of indents placed at loading Railway siding for TSPL's reference.

Heavy Penalty for delayed dispatch of rakes: In case the delay in dispatch of rakes goes beyond 30 days from the last day of specific LOT schedule, the heavy penalty on the delayed rakes will be levied as follows:

Delayed dispatch from last day of specific LOT schedule:

(a) From 31st day to 40th day = 2.5% of the nominal rake value + Rs 15 lakh
(b) From 41st day to 50th day = 2.5% of the nominal rake value + Rs 30 lakh
(c) From 51st day to 60th day = 2.5% of the nominal rake value + Rs 45 lakh
(d) From 61st day to 70th day = 2.5% of the nominal rake value + Rs 60 lakh
(e) From 71st day & above = 2.5% of the nominal rake value + Rs 60 lakh

15.2. Penalty for non-supply of rakes: In case of non-supply of rakes w.r.t. the rakeschedule provided by TSPL, penalty @ 2.5% of the nominal rake value + Rs 60.00 Lakh per rake will be levied for the rakes not supplied by the Bidder. However, in case of delayed supply Penalty as mentioned above will be applicable. This will be over and above any other penalty that is leviable or any other Penal action as per the provisions of the Tender.

16. TAXES AND DUTIES

16.1 Definitions

For the purposes of this Clause 1 (Taxation):

(a) “Tax” or “Taxes” means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon.

(b) “Government Authority” or “Government Authorities” means any local or national government or authority of any country, competent to levy any Tax.

(c) “Goods & Services Tax” or “GST” shall include Central Goods & Service Tax (“CGST”), State Goods & Service Tax (“SGST”), Integrated Goods & Service Tax (“IGST”), Union Territory Goods & Service Tax (“UTGST”) & GST Compensation Cess.

16.2 **Person Responsible for payment of Taxes**

16.2.1. **General**

Except as may be expressly set out in this Contract, the Supplier shall be responsible for:

(a) the payment of all Taxes now or hereafter levied or imposed on the Supplier or its subcontractors or on the personnel of the Supplier or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Supplier or its subcontractors (hereinafter referred to as “Personal Income tax”);

(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Supplier or its subcontractors (hereinafter referred to as “Corporate Income tax”);

(c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Supplier or its subcontractors.

(d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Supplier or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");
(e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Supplier or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and

(f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Supplier or its subcontractors as a result of the performance of this Agreement.

16.2.2. **Exception to General:**

Prior to commencing the Services, the Supplier shall notify the Company whether or not it has Fixed Establishment in India. If the Supplier notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Supplier under this Agreement shall be paid by the Company directly to the relevant Government Authority.

16.2.3. **Reimbursement of Taxes to the Supplier**

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 16.2.1 and 16.2.2, the Supplier will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

16.2.4. **Pricing**

The Parties agree that details of Taxes included in, or excluded from, the Supplier's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 1 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

16.3. **Withholding taxes and Withholding certificates**

16.3.1. The Company shall, at the time of its payments due to the Supplier, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Supplier shall produce to the Company any certificate issued by a Government Authority (having authority to issue such

certificate) entitling the Supplier to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

16.3.2. The Company shall provide the necessary withholding tax certificates to the Supplier within the time stipulated by the relevant law to enable the Supplier to file the same with the Government Authority as a proof of payment of such taxes.

16.4. **Person Responsible for filing of returns / information to Government Authorities**

16.4.1. The Supplier shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

16.4.2. The Supplier shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

16.4.3. The Company, with respect to the tax withheld from the Supplier in accordance with Clause 1.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

16.5. **Company's rights, if treated as representative assessee by Government Authorities**

In certain situations, a Government Authority may treat the Company as the representative assessee of the Supplier and/or its subcontractors and recover the Taxes due to the Government Authority by the Supplier or its subcontractors from the Company. In such situations, the Company shall have the following rights:

(a) The Company shall be entitled to recover from the Supplier, the Taxes paid on behalf of the Supplier or its subcontractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Supplier or its subcontractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Supplier; and

(b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Supplier and the Supplier shall immediately furnish the same to the Company. If the Supplier fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Supplier.

16.6. **Indemnity**

The Supplier shall defend, indemnify and hold the Company Group harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Supplier or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.

16.7 **Changes in Law**

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

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Supplier's final invoice under this Agreement) but not later than 7 business days notify the other Party that such change in law has arisen; and

(b) the Party requesting such revision shall provide the in cost to the reasonable satisfaction of the other Party; and

(c) the provisions of this Clause 1.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

16.8. **GST Compliances by Supplier**

16.8.1. Notwithstanding anything contained hereinabove, the Supplier shall strictly and in a timely manner, adhere to and undertake all acts, omissions and compliances required under the applicable GST laws to ensure that the Company is able to avail the Input Tax Credit/set off/rebate/refund of the GST

(along with cesses and surcharges, if relevant) as applicable on the Services or any supplies if applicable made by the Supplier under this Agreement to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Company reserves the right to specify to the Supplier, particulars including but not limited to the following:

(a) whether Supplier should charge IGST or CGST-plus-SGST;
(b) GST registration number of the Company;
(c) whether the Supplier should be responsible to generate the E-Way Bill;
(d) the format of invoices/credit and debit notes/advance receipt vouchers;
(e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and
(f) the relevant timelines for such compliances based on the applicable GST laws.

16.8.2. The Supplier acknowledges that any failure in the foregoing obligations (including undertaking the ones specifically instructed by the Company, if any) can cause significant losses to the Company in the form of loss of GST credit, statutory interest liability on such credit loss (under applicable GST laws) and adverse impact on the 'GST compliance rating score' and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.

16.8.3. The Parties agree that the Company reserves the right to reimburse the GST component on supplies received only when the corresponding credit has become available in the electronic credit ledger of the relevant GST registration of Company.

16.8.4. Without prejudice to any other indemnification obligation under this Agreement, the Supplier agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Supplier to adhere to its obligations including but not limited to its obligations under clause 1.8.1 above. In this regard, the Supplier also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or subcontractor of the Supplier.

17. STATUTORY COMPLIANCES/LICENCES

17.1 The Supplier shall be solely liable for statutory compliance in respect of all applicable laws of land

17.2 Purchaser is obligated to ensure that its suppliers meet the criteria for security mandated by the Customs-Trade Partnership Against Terrorism (C-TPAT) program. In order to comply with these requirements, Purchaser requires Supplier to be a C-TPAT certified participant where applicable, or satisfy comparable security program policies and procedures as follows:

(i) If Supplier is C-TPAT Certified, upon receipt and certification of the SVI # (Status Verification Indicator), Purchaser requests a copy of the official letter, a copy of the C-TPAT Certificate to Supplier, and the Supplier SVI letter for file and audit record.

(ii) If Supplier is not C-TPAT certified or does not qualify under Customs terms to be C-TPAT certified, Supplier must provide evidence its approved under a similar supply chain security program that is endorsed and sponsored by its local country (For e.g., P.I.P. in Canada) OR must provide a statement from a company senior executive officer of its intent and plan to provide its supply chain security policy and procedure that describes its supply chain security systems that meet or exceed those expectations in U.S. C-TPAT. Upon written request, Supplier shall provide Purchaser with copies of its written tracking procedures to verify the Supplier's compliance with comparable supply chain security measures as required under C-TPAT.

(iii) Supplier shall grant to Purchaser or its designated Representative the right from time to time, upon prior written notice to Supplier and at reasonable date and hours, to visit Supplier's facilities to perform an audit of Supplier compliance with its security obligations. Upon completion of any review by Purchaser, Supplier will be advised in writing if any corrective action is required to assure compliance with the C-TPAT program. Based on the type of corrective action required, the parties will mutually establish a time period for implementation of the corrective measures required. If Supplier does not comply within a reasonable time period with the requirements for C-TPAT compliance, Purchaser will be entitled to treat Supplier's failure to comply as a material breach of this MPA.

18. INSURANCE

Insurance shall be arranged according to the applicable INCOTERM as provided in the Scope of Contract.

19. WARRANTIES AND REPRESENTATION

The Supplier represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(iv) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of thisAgreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(v) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(vi) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(vii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

(viii) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Material/Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

(ix) The Supplier represents that there is no inquiry/ investigation pending by the Police against the Supplier or its employees. The Supplier undertakes that it will confirm at his own cost and

expense and shall comply in all respect with the provisions of Government Authority applicable to the Supplier and /or to the Supplier's employees;

(x) The Supplier shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Supplier accordingly indemnifies Company againstall such liability.

(xi) The Supplier has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage toproperty of life, the sole responsibility for any legal or financial implication would vest with the Supplier. Company shall have no liability whatsoever.

(xii) Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly setout in this Agreement.

Supplier warrants and guarantees that:

(i) all Material shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement;

(ii) it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and If Supplier is required to replace defective Material, the warranty period shall renew for the replaced Material.

20. BUSINESS ETHICS

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 agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_hu man_rights_policy.pdf including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

The Supplier shall maintain records and provide to the Company upon request such records and evidence, as the Company may reasonably require, confirming the Supplier's compliance with the obligations under this clause.

The Company shall have a right to initiate "audit proceedings" against the Supplier to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination in case, it is found that the Supplier has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier

If at any time during execution or performance of this Agreement the Supplier becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Supplier must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id: tspl.whistleblower@vedanta.co.

21. DEFAULT AND TERMINATION

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

(i) by a written notice to the Supplier in case of any breach of the terms of this Agreement by Supplier and has failed to remedy such breach within 30 days from receiving notice from the Company.

(ii) if Supplier (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement.

(iv) if Supplier is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

(v) if the price of the Commodity/Material falls below 95% or exceeds 105% of the benchmark

market index rates.

21.1 Notwithstanding anything contained herein to the contrary, the Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Supplier fails to obtain any approval required under the terms of this Agreement.

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

or termination,or (c) the Parties have accrued before expiration or termination, as the case may be.

21.3 Upon termination, the sole liability of the Buyer towards the Seller under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.

21.4 In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaserin respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach hasbeen remedied to the reasonable satisfaction of Purchaser.

22. LIMITATION OF LIABILITY

22.1 Except as may be otherwise provided in this agreement, in no event shall either party be liable to theother, whether arising under contract, tort (including negligence), strict liability or otherwise, for anyindirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

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

23. FORCE MAJEURE

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

23.2. Subject to clause 23.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 23.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 23 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative

authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events)

FORCE MAJEURE EXCLUSIONS

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

(i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables.

(ii) failure or delay in performance by any Subcontractor.

(iii) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.

(iv) any labour unrest/strikes or any other event of the like nature caused by the personnel of the Supplier (which includes its subcontractors) shall not be considered as a force majeure occurrence

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

23.4 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

23.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or

existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

24. INDEMNITY

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

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

24.3 The Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.

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

Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

23.5 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of thee Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

25. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If thedispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the disputeshall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / $ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominatedarbitrators.

(ii) The language of the arbitration proceedings shall be English. The venue of arbitrationshall be decided mutually by parties. However, the seat of arbitration shall be Mansa, Punjab.

(iii) The award made in pursuance thereof shall be final and binding on the parties.

It is clarified that the works/supplies under the Agreement shall be continued by the Supplier during the arbitration proceedings unless otherwise directed in writing by the Purchaser/Company. Save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

26. APPLICABLE LAW AND JURISDICTION

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

27. SET OFF

Only the Company may at any time without notice to the Supplier set off any liability of the Supplier to the Company against any liability of Purchasing Group to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency.

Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

28. CONFIDENTIALITY

Each Party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of the other Party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a Party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

The Parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

Each Party agrees that it will not use the name or logo of the other Party, without the prior written consent of the other Party(ies) hereto.

All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information is proprietary information of Purchaser and subject to the terms of this Clause 25.

Obligations towards all Confidential Information as mentioned above under this clause shall continue to remain valid for the Term and further period of five (5) years from the date of expiry of this Agreement.

No member of Supplier Group shall make use of the name or logo of Purchasing Group for publicity purposes, nor shall publish or permit to be published any information or photographs in connection with this Agreement or any Purchase Order without the prior written consent of Purchaser.

29. MISCELLANEOUS PROVISIONS

Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

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

Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile. E mail, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to suchother address as either Party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

Non-Waiver/Exercise of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Assignment: Neither this Agreement nor any right, duty or obligation of any Party hereunder may be assigned or delegated by any Party (in whole or in part) without the prior written consent of the

other Party(ies) hereto.

Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the Parties hereto.

Validation: This Agreement shall come into effect when authorized representatives of both Company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of both the Parties in their due capacity.

Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

This documented appendix a shall be an integral part of any of the purchase orders, invoice or MoU or other document whatsoever entered between the parties and shall supersede any contrary terms in such purchase order, invoice or MoU or other document whatsoever including any order acknowledgement by the supplier and this document and the general terms and conditions mentioned herein shall apply for all purposes.

Appendix- A: Supplier Code of Conduct

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

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization,

United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

- **LABOUR & HUMAN RIGHTS**

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

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

- **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

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

- **BUSINESS INTEGRITY**

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

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.

- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.

- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.

- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

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

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

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

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

INTELLECTUAL PROPERTY

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

- **THIRD PARTY REPRESENTATION**

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

- **PROHIBITION ON INSIDER TRADING**

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

- **SUPPLIER'S COMPLIANCE COMMITMENT**

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

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

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

Please contact the concerned Chief Commercial Officer/ Company Secretary if you have any questions aboutthis Code.

VOLUME - III

ANNEXURES, FORMS & FORMATS

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

ANNEXURE A - TECHNICAL DECLARATION FORM

Bid Ref No: Date:

Bidders Name and Address:

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302

7087026235

Dear Sir

Sub: Bidding Document No: TN/1/CM/TSPL/2021-22/R0 for _____

Having examined the Bidding Documents No. TN/1/CM/TSPL/2021-22/R0, the receipt of which is hereby acknowledged, we the undersigned, offer Imported Non Coking Coal under the above-named Package:_____for Talwandi Sabo Power Limited Power Plant in full conformity with the said Bidding Documents.

S.No.	Description	UOM	Particulars
	Type (A1 to A7)		
1 #	Name of the PORT		
2	Quantity offered (minimum 3,00,000 MT)	MT	
3	Firm date of delivery commencement At TSPL site		

Table #1:

Parameters	UOM	Base Specification
GCV (ARB)	Kcal/Kg	
VM (ARB)	%	
Ash (ARB)	%	
TM(ARB)	%	
Sulphur (ARB)	%	
IDT Reducing atmosphere	Deg Celsius	
K2O	%	
Na2O	%	

 # Bidder may bid for more than 1 port also. In such case separate Annexure-A to be submitted

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 the nature and scope of work required. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation and sampling & testing facilities at TSPL as appropriate for the process and we do not foresee any problem in order to comply with the requirements.

We hereby confirm that contract quantity of coal will be analyzed by any approved IIA appointed by supplier as per quality parameters mentioned in Table #1 before loading of coal to rakes and confirming with buyer.

Quality parameters like IDT, Na2O and K2O as analyzed by IIA to be deemed as final quality acceptance and remaining quality parameters as per TSPL plant lab analysis results will be considered as mentioned in Volume II, clause no 6.

We hereby confirm that after evaluation of Technical bid and acceptance by TSPL, then respective price bids will be opened.

We further declare that we have not taken any deviation to provisions of Bidding Documents.

Note: Bid will be rejected in case any deviation to provisions of Bidding Documents.

We further confirm the following:

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of

Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of **180** days from the last date of Bid opening 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.

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 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 I: COVERING LETTER

(To be on the Letter Head of the Bidding Company)

Date: _____

_____

From: _____

Tel. #: _____

Fax #: _____

E-mail address: _____

To

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302

7087026235

_____

Dear Sir,

Sub: Bid for Supply of Non-Coking Imported Coal to Talwandi Sabo Power Limited.

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter

   called the "**Bidder**") and having read and examined in detail the Bid Document, the undersigned hereby submitour Bid with duly signed formats of documents as stipulated in Bid Document for your consideration.

2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this

Bid. Further, we confirm that we have carriedout our own due-diligence and assessment of Scope of Work, feasibility of rail transportation, weighment and sampling & testing facilities at Talwandi Sabo Power Ltd. as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.

7. We hereby confirm that we will abide unreservedly with TSPL's decision in the qualification process for selectionof Qualified Bidder and further warrant that under no circumstances we will challenge either TSPL's decision or its right to make such decision at any time in the future.

   We agree to furnish any additional information and documents as required by TSPL to establish representations made by us in this Bid at all times. We also confirm that TSPL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose ofqualification.

8. The Bid will remain valid for acceptance as per the Clause 10.1 (Validity Table) of the Bid Document for ordering atany point of time during its validity.

9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation fromany of the provisions of Bid Documents.

10. We confirm that we have no record of any previous blacklisting by TSPL in any tender process or otherwise underany previous business relationship with TSPL.

11. We confirm that our quoted prices are based on the provisions of the Bid Documents.

12. We confirm that our rates are firm for supply of the quantum of coal indicated.

13. We confirm that we will supply entire quantity as offered in the Price Bid, in case the same is awarded.

14. We confirm that our Bid includes all taxes except Advance Tax, for which TSPL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligationsunder this Bid Document.

15. We confirm that we have read and understood requirements regarding blacklisting and are in agreement with the same.

16. We hereby confirm that our minimum quantity offered as follows for supply during the Contract period:
    a. OptionA1 – 5700 GAR Coal (South African Origin): _____MT
    b. OptionA2 – 5000 GAR Coal (South African Origin): _____MT
    c. OptionA3 – 6300 GAR Coal (South African Origin): _____MT
    d. OptionA4 – 5000 GAR Coal (Indonesian Origin): _____MT
    e. OptionA5 – 5800 GAR Coal (Indonesian Origin): _____MT
    f. OptionA6 – 6300 GAR Coal (Australian Origin): _____MT
    g. OptionA7 – 5800 GAR Coal (Australian Origin): _____MT

17. The details of contact person are

furnished as under:Name:
Designation:

Name of the Company:
Address of the Bidder:
Phone Nos.:

Yours sincerely,
(Authorized
Signatory and
Seal)Name:
Date:----------

Place:----------

<< To be submitted on the letter head of the company submitting the bid>>Case-1 as per clause no. 7 (Index Based Methodology)

ANNEXURE B1- PRICE BID SUBMISSION FORMAT (with LC of usance 30/120 days)

Talwandi Sabo Power Limited – Price Bid
(On Letter Head of Bidder)

To,

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

7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 5700 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A1			
a.	Offered quantity	(in Metric Ton)		
b.	Pro-rata of published Index (API4 6000 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		

j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		
k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/5700)	(Rs/Mcal)		

Note:

i. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

ii. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……..

ANNEXURE B2: PRICE BID FORMAT (with LC of usance 30/120 days)

Talwandi Sabo Power Limited – Price Bid
(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road

Village- Banawala,Distt- Mansa Punjab-151302

7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 5000 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A2			
a.	Offered quantity	(in Metric Ton)		
b.	Pro-rata of published Index (API4 6000 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		

k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/5000)	(Rs/Mcal)		

Note:

i. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

ii. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……..

ANNEXURE B3: PRICE BID FORMAT (with LC of usance 30/120 days)

Talwandi Sabo Power Limited – Price Bid

(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302

7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 6300 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A3			
a.	Offered quantity	(in Metric Ton)		
b.	Published Index (API4 6000 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		

k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/6300)	(Rs/Mcal)		

Note:

i. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

ii. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……

ANNEXURE B4: PRICE BID FORMAT (with LC of usance 30/120 days)

Talwandi Sabo Power Limited – Price Bid

(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302

7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 5000 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A4			
a.	Offered quantity	(in Metric Ton)		
b.	Published Index (ICI3 4600 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		

k.	Sub Total (f + g + h + I + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/5000)	(Rs/Mcal)		

Note:

iii. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

iv. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……

ANNEXURE B5: PRICE BID FORMAT

Talwandi Sabo Power Limited – Price Bid (with LC of usance 30/120 days)
(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302
7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 5800 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A5			
a.	Offered quantity	(in Metric Ton)		
b.	Published Index (ICI2 5500 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		
k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		

l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/5800)	(Rs/Mcal)		

Note:

v. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

vi. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……

ANNEXURE B6: PRICE BID FORMAT

Talwandi Sabo Power Limited – Price Bid (with LC of usance 30/120 days)
(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302
7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 6300 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A6			
a.	Offered quantity	(in Metric Ton)		
b.	Published Index (API6 6000 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		
		Loading siding		
k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		

m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/6300)	(Rs/Mcal)		

Note:

vii. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

viii. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……
Designation:……

ANNEXURE B7: PRICE BID FORMAT

Talwandi Sabo Power Limited – Price Bid (with LC of usance 30/120 days)
(On Letter Head of Bidder)

To,

Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302
7087026235

Dear Sir,

Sub: Bid Documents for Supply of Non-coking imported coal to **TSPL *on FOR delivered to TSPL plant at delivery point basis- Base GCV 5800 GAR.***

Having examined the Bid Documents No. **TSPL/Alt Coal/2021-22/055** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Non-Coking Coal under the above- named Package: "Supply of Up to 10.0 Lakh Metric Tons Non-Coking Imported Coal for Talwandi Sabo Power Limited" in full conformity with the Base parameter specifications at Clause. 14 of the saidBid Documents for the sum, inclusive of all taxes and duties but **excluding Advance Tax (Entry Tax) for which TSPL is exempted**:

SL. NO	PARTICULARS	UOM	Usance Period (30 Days)	Usance Period (120 Days)
	Option-A7			
a.	Offered quantity	(in Metric Ton)		
b.	Published Index (API5 5800 NAR) on preceding Friday of due date for bid submission	(USD /MT)		
c.	Discount on index	(USD /MT)		
d.	Ocean Freight	(USD /MT)		
e.	Dollar Exchange Rate (SBI TT selling rate as on preceding Friday of due date of bid submission, variable)	(Rs/USD)		
f.	Applicable FOB, f = (b – c + d) X e	(Rs /MT)		
g.	Marine insurance -Firm	(Rs /MT)		
h.	Total Customs duty (details to be furnished)	(Rs /MT)		
i.	Discharge Port stevedoring, port handling, interacting, logisticsup to Rake loading, other administrative charges and incidental charges there to (Firm)	Basic (Rs/MT)		
j.	Nominal/standard Railway freight (Rs/MT) (indicating Loading Railway Siding and Railway Freight slab) to TSPL's plant Railway siding MTSS. (Variable)	Freight (Rs/MT)		
		Freight Distance		

		Loading siding		
k.	Sub Total (f + g + h + i + j)(Variable)	Amount (Rs/MT)		
l.	GST @ 5% on (k) Tax rate (Variable)	Amount (Rs/MT)		
m.	GST Compensation CESS (Variable)	RS/MT		
n.	Landed Cost to TSPL (k + l + m)	(Rs/MT)		
o.	Landed Cost to TSPL (n/5800)	(Rs/Mcal)		

Note:

ix. ***Landed cost is computed based on applicable taxes excluding Entry Tax for which TSPL has exemption. Contractor to comply with the procedures as required.***

x. ***Eligible Input tax credit has been indicated in the above price bid format and the same will be eligible during supply.***

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 natureand 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 and good industry practice. We confirm that wehave taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge TSPL is liable to reimburse/recover only in case of changes/additions/ deletions.

We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding uponus and may be accepted by TSPL at any time as per the Clause 5 (Validity Table).

Note: Price bid evaluation will be based on the landed price (Rs/Mcal) derived from the applicableprevailing indices.

Signature:……..
Name:……

Designation:……

ANNEXURE C - FORMAT OF QUALIFICATION REQUIREMENT

To,

Chief Commercial Officer
Talwandi Sabo Power LimitedTalwandi
Sabo – Mansa Road
Village- Banawala, Distt- Mansa Punjab-151302
7087026235

Dear Sir,

Sub: Bid for Supply of Non-Coking Imported Coal to Talwandi Sabo Power Limited (summary of credentials)

A. We hereby certify that M/s_____ (Bidder) have supplied bulk quantity of Non-coking / coking coal of Foreign or Domestic origin in continuous 12 months under the contract(s) mentioned below:

In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant & experience certificate.

Annual Turnover & Quantity supplies from Chartered Accountant / Statutory auditors for any preceding five consecutive years in the below table:

Sr. No.	Financial Year	Name of Purchaser	Type of Coal (Non-coking / coking)	Origin (Domestic or Foreign)	Contract(s) Ref. No. and Dated	Period of Supply (From-to)	Quantity Supplied (MMT)
1	2016-17						
2	2017-18						
3	2018-19						
4	2019-20						
5	2020-21						

B.

We hereby certify that M/s_____ (Bidder) have loaded and dispatch from ports through Indian Railways of bulk quantity of Non-Coking / Coking coal of Foreign or Domestic origin in continuous 12 months under the contract(s) mentioned below:

Sr. No.	Financial Year	Name of Purchaser	Type of Coal (Non-coking / coking)	Origin (Domestic or Foreign)	Contract(s) Ref. No. and Dated	Period of Supply (From-to)	Bulk Quantity Supplied (MMT)
1	2016-17						
2	2017-18						
3	2018-19						
4	2019-20						
5	2020-21						

C. We Certify that:

Financial Qualification Requirement	**(Insert name of Bidder)'s annual turnover for the financial year 2020-21:**	**Rupees _**
	(Insert name of Bidder)'s annual turnover for the financial year 2019-20:	**Rupees _**
	(Insert name of Bidder)'s annual turnover for the financial year 2018-19:	**Rupees _**
	(Insert name of Bidder)'s annual turnover for the financial year 2017-18:	**Rupees _**
	(Insert name of Bidder)'s annual turnover for the financial year 2016-17:	**Rupees _**
	(Insert name of Bidder)'s net worth as on 31st March 2021:	**Rupees _**

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company) Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding company.

ANNEXURE E- FORMAT OF LETTER OF CREDIT

This format may change subject to changes in contract (if any) or any requirement of Bank at thetime of issuance of LC.

Letter of Credit to be issued as **IRREVOCABLE NON TRANSFERABLE AT USANCE LETTER OF CREDIT**

Opening Bank: STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP II BRANCH, THE CAPITAL, A WING, BKC, MUMBAI - 400051

Advising Bank:

Applicant: TALWANDI SABO POWER LIMITED, VILLAGE BANAWALA, MANSA – TALWANDI SABO ROAD,DISTT. MANSA, PUNJAB – 151302

Beneficiary:

Quantity:

Amount:

Price

Loading Point:

Date & Place of Expiry _____IN LC ISSUING BANKLatest

Shipment Date

Discharge Point: TALWANDI SABO POWER LIMITED (CODE – MTSS)

Partial Shipment: ALLOWED

Transhipment: NOT ALLOWED

Description:

SPECIFICATIONS AS PER CONTRACT ARE:

Parameters	**UOM**	**Base Specification**	**Specification Range between which damages on deviation will be levied**	**Specification beyond which heavy damages on deviation will be levied**
GCV (ARB)	Kcal/Kg			
VM (ARB)	%			
Ash (ARB)	%			
FC/VM Ratio				
TM(ARB)	%			

Sulphur (ARB)	%			
IDT	Deg C			
Na2O	%			
K2O	%			

Negotiations: AVAILABLE WITH ANY BANK FOR NEGOTIATION ON DRAFTS DRAWN AT LC OPENING BANK ON 30/120 DAYS USANCE BASIS FROMRAILWAY RECEIPT DATE OF LAST RAKE OF LOT (LOT SIZE = 10 RAKES)

Tolerance

Confirmation NO

Documents:

1. **FOR 80% CLAIM BASIS RAILWAY RECEIPT AT LOAD PORT**
   a. BILL OF EXCHANGE FOR 80% OF THE INVOICE AMOUNT.
   b. COPY OF RAILWAY RECEIPT CLEARLY SPECIFYING THE CONSIGNEE NAME AS "TALWANDISABO POWER LIMITED" WITH CONSIGNEE SIDING CODE AS "MTSS".
   c. TAX INVOICE IN TRIPLICATE ISSUED AT LC PRICE ON RR WEIGHT AT LOADING PORT ANDSHOULD BE MARKED WITH INVOICE NO, CONTRACT DATE.
   d. PHOTOCOPY OF THE SALE AND PURCHASE AGREEMENT.

IN CASE OF DAMAGES FOR DEVIATION AND HEAVY DEVIATION OF ANY LOT EXCEEDS THE BALANCE20% PAYMENT, THEN SAME SHALL BE ADJUSTED AGAINST 80% PAYMENT OF SUBSEQUENT LOT.

2. **FOR 20% CLAIM BASIS CERTIFICATE OF ANALYSIS AND WEIGHT AT DISCHARGE POINT**
   a. BILL OF EXCHANGE FOR 20% OF THE INVOICE AMOUNT WITH ADJUSTMENTS AS PER COPYOF ADJUSTMENT CERTIFICATE ISSUED BY TSPL
   b. COPY OF TAX INVOICE ALREADY SUBMITTED IN 80% CLAIM.
   c. COPY OF CERTIFICATE OF ANALYSIS AND CERTIFICATE OF WEIGHT ISSUED BY TSPL IN LOTSIZE OF 10 RAKES.
   d. DEBIT/CREDIT NOTE FOR ADJUSTED VALUE TOWARDS DAMAGES/BONUS AND DEADFREIGHT
   e. , IF ANY.
   f. CERTIFICATE TO BE ISSUED BY APPLICANT ON ITS LETTER HEAD CONFIRMING THE BALANCEAMOUNT TO BE PAID AND AMOUNT OF BILL OF EXCHANGE SHOULD NOT BE GREATER THANTHIS.
   g. COPY OF ARGUS/COALINDO ICI3 REPORTS) AND PROOF OF RBI/FBIL CURRENCY EXCHANGE REFERENCE

RATES.

NOTE: FOR THE LAST LOT OF THE LC QUANTITY & VALUE OPENED THERE SHALL NOT BE ANY 80% PAYMENT AND 20% PAYMENT. DIRECT 100% PAYMENT SHALL BE MADE AFTER ALL DEDUCTIONS AS PER THE CONTRACT UPON SUBMISSION OF FOLLOWING DOCUMENTS:

i. TAX INVOICE IN TRIPLICATE AT FOB PRICE CALCULATED AS PER PRICE METHODOLOGY CLAUSE OF CONTRACT. COPY OF COAL PRICE CERTIFICATE AS PER PRICE METHODOLOGY CLAUSE OF CONTRACT WILL BE PROVIDED BY TSPL.

ii. BILL OF EXCHANGE FOR 100 % OF INVOICE VALUE WITH ADJUSTMENT AS PER ADJUSTMENT CERTIFICATE ISSUED BY TSPL.

iii. COPY OF CERTIFICATE OF ANALYSIS ISSUED BY TSPL.

iv. COPY OF CERTIFICATE OF WEIGHMENT ISSUED BY TSPL.

v. DEBIT/CREDIT NOTE FOR ADJUSTMENTS.

vi. COPY OF RAILWAY RECEIPTS FOR THE RAKES IN THE LOT

vii. COPY OF ARGUS/COAL INDO –ICI 3 REPORTS AND DOCUMENT FOR FBIL/RBI EXCHANGE REFERENCE RATES

viii. CERTIFICATE TO BE ISSUED BY APPLICANT ON ITS LETTER HEAD CONFIRMING THE FINAL AMOUNT TO BE PAID AND AMOUNT OF BILL OF EXCHANGE SHOULD NOT BE GREATERTHAN THIS.

Special Conditions:

1. ALL DOCUMENTS MUST BE IN ENGLISH.
2. TRANSPORT DOCUMENT PRIOR TO LC DATE WILL NOT BE ACCEPTABLE.
3. SPELLING MISTAKES OR TYPING ERRORS THAT DO NOT AFFECT THE MEANING OF A WORD ORTHE SENTENCE IN WHICH IT OCCURS DO NOT MAKE THE DOCUMENTS DISCREPANT
4. THIS LC IS SUBJECT TO UCP 600 & ANY LATEST VERSION
5. APPLICANT BANK CHARGES WILL BE ON APPLICANT ACCOUNT AND BENEFICIARY BANKCHARGES WILL BE ON BENEFICIARY ACCOUNT.
6. DOCUMENTS PRESENTED WITHIN CREDIT VALIDITY ARE ACCEPTABLE.
7. ORIGINAL SET OF DOCUMENTS MUST BE SENT IN ONE LOT TO STATE BANK OF INDIA,CORPORATE ACCOUNT GROUP II BRANCH, THE CAPITAL, A WING, BKC, MUMBAI – 400051
8. TSPL – means TALWANDI SABO POWER LIMITED
9. PHOTOCOPY OF EMAIL TO THE EFFECT THAT 1 SET OF NON-NEGOTIABLE COPIES OF THE DOCUMENTS (AS LISTED IN ABOVE) HAVE BEEN E-MAILED TO THE APPLICANT AT –
10. KAMALGUPTA@VEDANTA.CO.IN RAVIMARAN.P@VEDANTA.CO.IN, PRAVIN.KATRE@VEDANTA.CO.IN ANKIT.GUPTA3@VEDANTA.CO.IN VICKY.GARG@VEDANTA.CO.IN

11. INSTRUCTION TO PAYING/ACCEPTING BANK
    i. DOCUMENTS TO BE FORWARDED BY COURIER TO THE STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP II BRANCH, THE CAPITAL, A WING, BKC, MUMBAI – 400001
    ii. UPON RECEIPT OF CREDIT COMPLIED DOCUMENTS, WE WILL EFFECT ACCEPTANCE/PAYMENTAS PER THE INSTRUCTIONS OF NEGOTIATING BANK WITHIN FIVE (5) BANK WORKING DAYS.

THE TERM 'BANKING DAY' WHEREVER IT APPEARS SHALL MEAN ANY DAY EXCEPT A SATURDAY,SUNDAY AND A DAY THAT IS A BANK OR PUBLIC HOLIDAY IN EITHER.

ANNEXURE – F (BG FORMAT)

Format of Performance Bank Guarantee - Indian
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 :

ANNEXURE – G (QUANTITY DETERMINATION AT TSPL)

1. Weighment of rakes will be carried out on in-motion weighbridges (for tare and gross) at TSPL. Net Weight of TSPL IMWB shall be considered as delivered weight & final for billing purpose. Net weight =Gross weight less the Tare weight as measured at TSPL at In-motion weighbridge.

2. When TSPL in-motion weighbridge is not operational for short duration, then TSPL received weight will be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5, maximum 10) dispatched for TSPL from the same loading point of the Bidder.

For Example:
Transit Loss should be available for min 5 rakes previously dispatched form the same loading point.
In case TSPL IMWB is not operational and transit loss for the previously dispatched rakes to TSPL from the same loading point is available for 7 rakes is as under:

No. of rakes	**Transit Loss in (%)**
1st Rake	2%
2nd Rake	3%
3rd Rake	2.5%
4th Rake	2.8%
5th Rake	3%
6th Rake	3.5%
7th Rake	3%
Then the transit loss for the rake for which weighment has not been done at TSPL IMWB will be computed as:	**Average of (2+3+2.5+2.8+3+3.5+3)/7 = 2.8%**
Transit Loss of Particular non-weighted rake	**2.8%**

3. In case there is no previous benchmark available for rakes despatched for TSPL by the Bidder from same loading point and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5 , maximum 10) received post rectification of TSPL in-motion weighbridge will be considered for arriving at TSPL received weight for the rakes received during the non-availability of in-motion weighbridge.

For Example:
Transit Loss available for min 5 rakes previously dispatched form the same loading point post rectification of TSPL IMWB
Transit loss for the rakes for which weighment could not be done due to non-functional IMWB and a min of 5 rakes have not been dispatched to TSPL from the same loading point earlier, Transit Loss will be computed by taking into account the transit loss for minimum 5 rakes supplied from the same loading point post rectification of TSPL IMWB as under:

No. of rakes	**Transit Loss in (%)**
1st Rake	2%
2nd Rake	3%
3rd Rake	2.5%
4th Rake	2.8%
5th Rake	3%
Then the transit loss for the rake for which weighment has not been done at TSPL IMWB will be computed as:	**Average of (2+3+2.5+2.8+3)/5 = 2.66%**
Transit Loss of Particular non-weighted rake	**2.66%**

4. While considering the most recent rakes (minimum 5, maximum 10) as per point no. 2 & 3 above, preference will be given for considering the rakes within the same Lot.

5. In case there is a case of over speeding of wagons of a rake while passing through in- motion weighbridges at TSPL, resulting in non-registration of weight of entire rakes (Manual weighment of rakes shall not be considered) then TSPL received weight would be arrived at by the similar methodology as in point no.2 & 3 as mentioned above.

6. In case of Excess quantity of Coal received upon Average of prevailing 5 rakes or Post rectification 5 rakes data (mentioned in point no: - 2 & 3). Then transit loss shall not be applicable. Average of TSPL Weight shall be considered.

7. In case of highly erratic weighment recorded at IMWB, the case may be jointly discussed and based on severity and reoccurrence of such incidences more than 10% of rakes received in a Lot, TSPL will endeavour for action as appropriate post comparing such abnormality with rakes received from other contractors and suppliers during that period.

8. TSPL will provide copy of calibration certificates if requested by the Bidder. TSPL will undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology.

9. Any other contingency may be mutually discussed and settled.

Note: Net adjusted quantity of Coal received at the Plant i.e., quantity worked out by TSPL after carrying out adjustment due to quality variations/TM Adjustment with respect to the Base Parameters, if any, will be applicable for the purpose of payment.