TALWANDI SABO THERMAL PLANT

Tender Specification No:

TN/1/CM/TSTP/2026-27/R0

Bidding Document and Technical Specifications for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from Central Coalfields Limited (CCL) To Talwandi Sabo Thermal Plant, Mansa, Punjab

03-Nov-2026

*This document may be amended at the discretion of TSTP (if needed).

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VOLUME I: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Talwandi Sabo Thermal Plant ("hereinafter referred to as TSTP/Owner"), a subsidiary of Vedanta Power, has developed one of the largest green-field Thermal Power Project in Punjab with capacity of 1980 MW (3 x 660 MW).

TSTP invites bids from reputed Contractors for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from Central Coalfields Limited (CCL) to Talwandi Sabo Thermal Plant, Mansa on Terms & Conditions as specified in this Tender.

2. ABBREVIATIONS

CCL: Central Coalfields Limited

3. GENERAL INFORMATION

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

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

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

& are subject to change as per TSTP's requirements.

4. BID SUBMISSION AND OPENING PROCEDURE

- Based on the EOI received on TSPL.Fuel@vedanta.co.in, TSTP will send a Link for bidder's registration and foronline submission of Bid & reverse bidding, Bidders shall register themselves on ARIBA portal and obtain thelogin 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 acceptable to the Company. Bidders to submit both Technical & Price bid as permentioned timeline on ARIBA portal (refer Clause 5).
- 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 tothe bid due date.
- The figures mentioned in the illustrations given in the bid document are only for illustrative purposes. They shallnot be binding on the Parties.
- 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.: -9780876161
  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. TSTP 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, TSTP at its discretion may extend the timelines for any reasonable cause.

4.1 BID OPENING AND EVALUATION METHODOLOGY:

TSTP shall not be responsible, for any delay in submission of Bid on the E-Portal. TSTP will have the sole discretion to extend any of the timelines related to the bidding process.

4.1.1 Stage-1: The envelope 1 (as per clause 10) will be opened in the presence of TSTP tender committeeand Punjab State Power Corporation Limited's (PSPCL) representatives as per the timelines specified in the tender

4.1.2 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.	Is EMD 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 physical copy of the Power of Attorney submitted?				
7.	Is the physical copy of Board Resolution in Terms of PoA submitted?.				

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

4.1.4 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 Bids (who meet the qualification requirements) shall be opened online in the presence of TSTP tender committee and PSPCL representative(s) as per the specified timelines in clause 5. Ranking of Bidders shall be prepared on the basis of cost evaluation and in the sequence of lowest to highest (increasing order).

4.1.5 If, at any time, the wagon(s)/rake(s) are required to be covered by tarpaulin as per the scope of work, then Tarpaulin charges (A) @ Rs 13.48 per Metric Tonne plus GST, for the payable quantity. Further, any penalty imposed by Ministry of Coal, Railways or any concerned Government agency in regard to non-covering of rakes with tarpaulin, shall be borne by the Contractor

4.2. Reverse Bidding:

4.2.1 Selection of Bidders for reverse bidding: All the Qualified Bidders, excluding H1 Bidder for each line item, subjected to a minimum 3 bidders are left after excluding H1 bidder for each line item.

4.2.2 Reverse bidding start price: The lowest price in Rs./MT. discovered during close bidding shall be the opening price (Start Price for Reverse bidding). Projection of opening price on the screenshall initiate the reverse bidding process, which shall be conducted on ARIBA Portal.

4.2.3 Decrement value: Rs 10.5 per MT (inclusive of GST) or higher (in multiples of Rs. 10.5/MT).

4.2.4 All documents submitted as a part of bidding process will become the property of TSTP and are non-returnable.

4.2.5 Online reverse auction shall be conducted by TSTP in the presence of PSPCL team on pre-specified date and time for duration of 1 Hour.

4.2.6After Completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations with the L1 bidder. 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.

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 five 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 five 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 TSTP and no claim of any bidder in this respect shall be accepted.

4.3 Evaluation for Technical Qualification:

The Bid will be evaluated as per technical qualification as per the table below (Envelope 1).

Note: TSTP reserves the right to verify the authenticity of the documents submitted to meet the qualificationrequirement and may request for any additional information and documents. TSTP 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 TSTP at their own cost. In case TSTP desires to verify copies with originals that are not submitted, bidder is required to make them available at TSTP premises.

	Parameters	**Minimum Requirement for the Bidder(s)**	**Documents Required to be submitted**
Technical Qualification Requirements	Experience in Lifting, Transportation & loading of coal in railway wagons from any of the CIL subsidiaries through Road cum Rail (RCR) Mode for any coal based thermal power plants.	a) One (1) Similar contract for coal transportation not less than 4 Lakh MT in a period of consecutive 12 months during the	1. Certificate issued by Statutory Auditors/ Chartered Accountant (as applicable) based on the POs/Work orders. 2. Self-certified true

		last 5 (five) years ending 31.09.2026. **OR** b) Two (2) Similar contracts for coal transportation not less than 3 Lakh MT each in a single period of consecutive 12 months during the last 5 (five) ending 31.09.2026. **OR** c) Three (3) similar contracts for coal transportation not less than 2 Lakh MT each in a single period of consecutive 12 months during the last 5 (five) years ending 31.09.2026.	copies of the POs/Work orders. Performance certificate issued by customers for work executed in reference to Sl. No. 1 & 2 above.
Financial Qualification Requirements	A. Annual Average Turnover ofBidder in last 3 Financial Years ending 31.03.2026	A. Rs. 80 Cr. (Eighty Crores)	1. Turnover and net worth duly certified by Statutory Auditors along with Audited

	B. Net worth of Bidder as on 31.03.2026	B. Rs. 10 Cr. (Ten Crores)	Financial Statements & Income Tax returns. Bidder shall submit a certificate issued by CA in this regard. 2. Balance Sheets and Profit & Loss statement or any other supporting document.

Bidder	**Contract Quantity and period**	**Qualification Status**
Bidder I	Qty: 400,000, From 15 Feb 2024 to 14 Feb 2025	Qualified
Bidder 2	Qty: 300,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 300,000, From 15 Feb 2024 to 14 Feb 2025	Qualified
Bidder 3	Qty: 300,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 300,000, From 21 Nov 2023 to 20 Nov 2024	Not Qualified
Bidder 4	Qty: 250,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 350,000, From 15 Feb 2024 to 14 Feb 2025	Not Qualified
Bidder 5	Qty: 200,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 200,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 200,000, From 15 Feb 2024 to 14 Feb 2025	Qualified
Bidder 6	Qty: 200,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 200,000, From 21 Nov 2023 to 20 Nov 2024 Qty: 200,000, From 21 Nov 2023 to 20 Nov 2024	Not Qualified
Bidder 7	Qty: 200,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 180,000, From 15 Feb 2024 to 14 Feb 2025 Qty: 120,000, From 15 Feb 2024 to 14 Feb 2025	Not Qualified

Notes:

1. For the purpose of evaluation, quantity executed under a single tender through multiple PO/Work Orders will be considered as a single contract.
2. Bidding through a Consortium is not permitted.

3. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a certificate to this effect from its Statutory Auditors.
4. Both technical & financial parameters shall form part of the total qualification requirement.
5. For the purpose of evaluation, quantity executed under a single tender through multiple PO/Work Orders will be considered as a single contract.
6. In case the Bidder, at present, is suspended/ debarred/ blacklisted against the PO issued for similar/ same works by any State/ Central/ PSU organizations of India or by other thermal power plants located in the state of Punjab for the works carried out for power plant, TSTP in consultation with PSPCL may reject the Bid of the respective at its own discretion and may take appropriate actions as per the provisions of the Bid Document. The same will be final and binding on the respective Bidder.

4.4 Evaluation of the Price Bid

- The Bids shall be evaluated on the basis of lowest Landed cost mine wise (Rs/MT) at TSTP. However, TSTP reserves the right to issue order to more than 1 party in the interest of supplying continuous power to PSPCL, in accordance with the provision as brought out on the clause no. 11 of Volume-1 of this tender document.

  Price Bids of the Qualified Bidders will be opened in the presence of TSTP and PSPCL representatives as per the timelines.

5. TIME SCHEDULE FOR BIDDING PROCESS:

Date	Event
03.11.2026	Publishing of NIT in newspapers / EOI by TSTP
03.11.2026	Date of availability of Bid document at TSTP website
10.11.2026	Last date for receipt of comments/suggestions (latest by 18:00 Hrs)
11.11.2026	Pre-Bid clarifications
04.11.2026	Commencement of submission of Bid (online – ARIBA) from 15:00 hrs onwards
01.12.2026	Closing of submission of online Bid on ARIBA (has to be on or before 18:00 Hrs)

01.12.2026	Receipt of all required physical documents for bid submission including DD for EMD (or incase of RTGS, subject to realization of amount in TSTP bank account) has to be on or before 18:00 Hrs, at TSTP.
02.12.2026*	Opening Technical Bids at 10:00 Hrs at Mansa/Patiala
02.12.2026*	Opening of Price Bids (depending upon number of Bidders and subject to completion of Technical Evaluation)
02.12.2026*	Reverse Bidding, time to be intimated to qualified bidders
* Indicates Tentative Timeline	

Note:

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

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

6. BID LANGUAGE

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

7. BID CURRENCY

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

8. EARNEST MONEY

The bidders are required to deposit the Earnest Money of INR 50,00,000/- (Rupees Fifty Lacs only) through RTGS. The validity of the EMD shall be six months from the Tender opening date.

In case of tenders of unsuccessful bidders,the earnest money shall be refunded within 20 days of the award of Contract or after the expiry of validity period of the bids, whichever is earlier. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited. EMD of the successful bidder(s) shall be returnedon submission of security deposit amount. No Interest shall be paid on EMD.

Beneficiary Name	: Talwandi Sabo Power Limited
Account No.	: 35216862121
Centre (Location)	: Mumbai
Bank	: State Bank of India
Branch	: CAG Branch, Mumbai
Account Type	: Cash Credit
IFSC Code	: SBIN0016376

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

1. The Bidder withdraws or modifies 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 TSTP 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)/Confirmation of Services/PO within the 10 working days from the date of issuance; and successful bidder does not accept the PO materially aligned with bidding document. Successful bidder rejecting the PO despite decision of TSTP with regard to material alignment of PO w.r.t bid document will be authorizing TSTP to encash the EMD as per bidding document.
5. If the Successful Bidder fails to furnish the Performance Bank Guarantee as per clause 9 of this Bid Document, within 10 (ten) days from the date of issuance of LoA/PO, as the case may be.

6. TSTP shall have the right to verify the documents submitted by the Bidders and bidders shall be responsible to prove the authenticity and genuineness of the documents submitted. If bidders fail to prove the authenticity and genuineness of the document submitted, TSTP shall have the right to forfeit the EMD and treat the bid as not responsive.

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 PBG may be encashed and forfeited by TSTP and Contract/Purchase Order if awarded may be annulled with no liability to TSTP. TSTP may also take other actions as appropriate including blacklisting/debarring the bidder from current and future participation in tenders issued by TSTP.

9. PERFORMANCE BANK GUARANTEE

9.1 The Contractor shall furnish**,** within Ten (10) calendar days of the award of Contract/LOA/LOI/Confirmation of Services, an irrevocable Performance Bank Guarantee (PBG) in the form of a Bank Guarantee (as per TSTP's format) from any of the Indian Nationalized Bank or Scheduled Bank (such as State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd, Yes Bank, Punjab National Bank, Kotak Mahindra Bank, Indian Overseas bank, etc.), encashable at Mansa/Bathinda branch subject to minimum value of INR 2.50 Crores. Further, the successful bidder needs to provide additional PBG of 5 Crores within 5 working days from the allocation/issuance of of DO (Delivery Order) In case the additional PBG is not submitted within 5 working days, the amount equivalent to additional PBG shall be withheld from the dues of the contractor and no new DO(s) shall be allocated in future under this tender till the PBG is submitted. However, at any point of time during execution of contract, the value of coal under custody of the bidder shall not exceed the amount of total PBG available with TSTP.

9.2 The PBG submitted should have a validity period of 1 year from the date of submission and claim period of 12 months post the date of validity expiry period of the PBG.

9.3 The PBG shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be

valid initially for a period of 12 months beyond the period of Agreement. The PBG amount can be decreased by the bidder corresponding to monthly DO quantity with consent of TSTP.

9.4 The Performance Bank Guarantee so furnished by the Contractor shall be released upon successful completion of the obligations of the Contractor in terms of the Agreement after theCompany duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Contractor's employees, engaged in performance of the obligations of the Contractor under the Agreement. If requested by the Company, the Contractor agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond suchvalidity date.

9.5 The Contractor shall renew the Performance Bank Guarantee ten (10) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term.If the Contractor does not submit to the Company a renewed Performance Bank Guarantee ten (10) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Contractor provides a replacement Performance Bank Guarantee for the equivalent amount.

9.6 The Contractor shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement value pursuant to a variation or amendment to the Agreement, within five (5) days of being so notified by the Company.

9.7 If the Contractor does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of five (5) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Contractor provides a replacement performance bank guarantee(/s) for the equivalent amount. Failure to Furnish, Renew, or Maintain Guarantees:

If the Contractor fails to furnish, renew, or maintain either the PBG as per the agreed terms of the Agreement:

i. Such failure would constitute a material breach/default of the Agreement solely attributable to the Contractor.

ii.The Company shall have the right to invoke the PBG without any notice to the Contractor.

iii. The Company may withhold or recover amounts due under the Contract until the required guarantee is furnished.

iv. The Company may terminate the Agreement forthwith, without prejudice to any other rights or remedies available.

9.8. In addition to the right contained in the preceding clauses, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

a. failure by the Contractor to supply the Services in accordance with the Agreement resulting in termination; or

b. failure by the Contractor to duly perform any of its obligations under this Agreement; or

c. failure by the Contractor to provide reasonable justification, for any alleged involvement in theft or misappropriation or any such other non-ethical practices, to the satisfaction of the Company; or

d. Any valid claim made by the Company accruing due to any acts/omission of the Contractor and the Contractor fails to pay the Company for such a claim immediately upon such demand.

9.9. The provision and maintenance of the Performance Bank Guarantee by the Contractor in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Contractor.

9.10. If the Contractor fails to provide, maintain, or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

9.11. In addition to the other circumstances specified in this Agreement, Company has the right to drawdown all or part of the value of the Performance Bank Guarantee and, at Company's discretion, apply the proceeds in remedying any breach by Contractor of

this Contract. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Contractor breach.

9.12. The Supplier shall bear all the costs of execution, prolongation, renewal, and issuance of the Advance Bank Guarantee and or and Performance Bank Guarantee

10. NEGOTIATIONS AND AWARD OF CONTRACT

a) TSTP will conduct the reverse bidding. The start/opening price of the reverse bidding shall be finalized by TSTP. 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 Contractor 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 Contractor and training session will also be conducted by the Contractor. TSTP 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 TSTP and the Successful Bidder(s) shall come into existence by the following process:

TSTP may award a Contract(s) to more than one Successful Bidder as per the provisions as brought out in clause 11 of volume 1 of this bid document and such Contract shall incorporate the terms of this Bid Document.

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

TSTP may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). TSTP shall in no circumstances be obliged to issue any Purchase Order(s) to any orall 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 TSTP shall be entitled to exerciseits remedies specified in the Contract.

d) The complete Tender document may be downloaded from TSTP website (www.vedantapower.com). Bid submission process consists of online submission of Price Bid and requisite documents in Envelope I, & Envelope II.

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, including all amendments/ addendums/ clarifications, duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
- Complete company profile
- Covering letter as per format in Annexure-II
- Documents for quantity supplied in support of technical qualification as per Pre Qualification Requirements (PQR). (Annexure IV)
- Audited Balance sheet for last Three financial years in support of financial qualification as per PQR. (Annexure-V)
- Declaration of Related Parties (Annexure-VII)
- Board Resolution/POA from the Company Authorizing the person signing the Bid as authorized signatory. Undertaking by GTA as per Annexure VI and copy of Bidder's declaration form submitted to the Jurisdictional GST Authority for FY 2025-26 (if not available for FY2025-26, then the bidder can share GTA for FY 2024-2025).
- Declaration/certificate regarding non-audit of accounts of preceding year.
- GST registration certificate and Copy of PAN card
- Any other documents that Bidder feels is important to establish the qualifications and fulfill the 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 –I of the Bidding Documents & shall be submitted online.
- Price Bid submission form (Annexure I).

  In the event of any discrepancy between "the original document" and any copy of the document submitted with the bid, interpretation by TSTP as per the original document shall prevail. In the event of 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 tobe summarily rejected at TSTP's sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.
- The Bidder shall quote prices for the complete Scope of Work of the Bid Document, as per format ofAnnexure I (as applicable).
- Price bid shall be submitted online. Price Bid submitted in physical form shall be rejected.

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

The Contract shall be for a period of 12 months effective from the date of issuance of order/LoA/PO and shall remain valid until the complete Coal quantity allocated to the Contractor for transportation is received at TSTP. The Contract may be extended with mutual agreement of TSTP and the Contractor(s) in consultation with PSPCL.

The Contractor has to offer a minimum capacity of 75,000 MT per month under the Scope of Work during the period of Contract. The work as per the scope may spill beyond this period. However, minimum capacity is not to be construed as any guaranteed minimum monthly offer by TSTP. Monthly requisitioning and allocation to various Contractors shall be decided by TSTP.

Note: Bids offering a quantity lower than the minimum quantity mentioned above shall be rejected being non-responsive.

TSPL reserves the right to negotiate with the Bidders for each area (group of mines) (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 allocation will be given to 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. When L2 or L3 matches the L1 price, L1 Bidder from a given mine (s) will be given 100% of the monthly allocated quantity after furnishing of the requisite PBG. The monthly quantity may be distributed in the ratio of 70:30 between L1 & L2/L3, if required to maximise the materialisation. Furthermore, , the quantity allocated to L2/L3 will be either actual 30% of monthly allocation or nearest multiple of 4000, whichever is lower.

TSPL may allocate quantity to the Contractor over and above the minimum capacity declared by them after taking written consent of the Contractor. In case the L1 Bidder is not able to execute the additional quantity over and above the minimum offered quantity, TSPL at its discretion may transfer the additional quantity to L2/L3 Bidder at the L1 price in consultation with PSPCL.

Notwithstanding the above, Quantity earmarked for a Bidder will depend on continued satisfactory performance. In case the performance of a Bidder is not found satisfactory, then such Contractor's monthly future allocated quantity of Coal may be cancelled or reduced by any extent, and the same will be transferred to L2/L3 bidder at L1 price.

While the Bidders are bound to accept orders up to the offered quantity, TSPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

12. BID VALIDITY

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

13. BLACKLISTED BIDDERS/PARTIES

- No bidder shall be allowed to participate in this Tender who has been blacklisted or debarred or with whom business dealings were suspended by any Government entity or

IPPs or by Vedanta and/or any of its subsidiaries.

- No bidder shall be allowed to participate in this Tender whose sub-contractor, if any, has been blacklisted or debarred or with whom business dealings have been suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries.
- No bidder shall be allowed to gain any indirect entry through changing the entity name.
- The bidder for this Tender expressly warrants and represents that the bidder or its sub-contractor, if any, has not been blacklisted or debarred by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries in any manner whatsoever.
- The bidder for this Tender acknowledges and agrees that if, at any time during the term of this Agreement, the bidder or its sub-contractor, if any, is blacklisted or debarred or business dealing is suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries, it shall immediately notify the Company.
- The bidder for this Tender further acknowledges and agrees that if, at any time during the term of this Agreement, it is found by the Company that the bidder or its sub-contractor, if any, has been blacklisted or debarred or business dealing is suspended by any Government entity or by Vedanta and/or any of its subsidiaries, it shall be considered as a breach of the Agreement.
- The bidder for this Tender further acknowledges and agrees that in case of failure of the bidder/party to adhere to aforesaid sub-clauses of this clause, TSTP shall have the unqualified right to immediately terminate the Agreement without any entitlement to the bidder/party any amounts including but not limited to compensation or damages as a result of such termination. In addition, such bidder/party shall be liable for any damages or losses to the Company as a result of such failure by the bidder/party.

14. CONTRACTOR PERFORMANCE EVALUATION

Contractors Performance shall be evaluated periodically by TSTP through a Contractor Performance score card as specified hereunder. The Performance of the contractor shall be evaluated based on a scale of 0-100 score range subjected to criteria as laid down by TSTP. Evaluation of performance of the contractor under this contract shall be at the discretion of TSTP and will be final and binding to the contractor. Any score below 50 shall be treated as non-performance on the part of contractor and TSTP shall have the unqualified right to immediately terminate the Agreement without any entitlement to the Contractor any

amounts including but not limited to compensation or damages as a result of such termination. In addition, such Contractor shall be liable for any damages or losses to the Company as a result of such non-performance by the Contractor.

Contractors Performance Score Card for RCR Services at CCL			
Audit month			
BP Name:			
KPI Parameters	Rating criteria	Max Score	Achieved Score
Coordination with Coal Subsidiaries	As per Tender Document	05	
Coal Quality compliance as per declared grade of DO	As per Tender Document	15	
Timely issuance of Delivery Order (DO) from CIL subsidiary	As per Tender Document	15	
Expeditious lifting of Delivery Order (DO) quantity within the prescribed timelines.	As per Tender Document	15	
Timely placement of indents at the designated railway siding without undue delay.	As per Tender Document	15	
Facilitating timely placement and loading of railway rakes for MTSS without undue delay.	As per Tender Document	15	
Deviations, Ethics and non-compliances	As per Tender Document	10	
Safety	As per Tender Document	10	
GRAND TOTAL		100	

15. RELATED & INTERESTED PARTIES

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.

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 at TSTP's sole discretion.

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

(a) 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

(b) 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.

VOLUME II: CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

Capitalized terms, not defined elsewhere in this Agreement, shall have the meanings set forth hereinbelow:

1.1.1 **"Affected Party**" means a Party affected by a Force Majeure Event.

1.1.2 "**Affiliate**" means an entity which directly or indirectly either Controls or is Controlled by a Party or is directly or indirectly under common Control with a Party.

1.1.3 "**Agreement/Contract**" means this Agreement together with any and all annexures, appendices, schedules, addendums and amendments issued hereunder for availing the Services under this Agreement and which shall include the specific requirements with respect to the scope of work or description of Services, applicable rates, charges, fees, and delivery specifications.

1.1.4 "**Applicable Law**" means any or all laws, promulgated or brought into force and effect by any Governmental Authority, including all notifications, orders, guidelines, regulations, clarifications and any rules and/or amendments made or issued thereunder, and judgments, decrees, injunctions, writs, and orders of any court of record, as may be in force and effect from time to time.

1.1.5 "**Business Day**" means a day which is not a Saturday, Sunday, or legal holiday in the jurisdiction in which each of the Parties' principal office, as written first above, is situated.

1.1.6 "**Control**" means the power to direct or cause the direction of an entity's management and policies through, direct or indirect, ownership or control of at least 50% (fifty percent) of its voting securities or ownership interest.

1.1.7 "**Confidential Information**" means the terms of this Agreement, including the existence of this Agreement, and includes all non-public information, technical, financial data, customer, sales information, personal information, trade secrets, Intellectual Property Rights' information, personal information, methods of processing, system designs and information pertaining to business, products, services and/or activities of a Party and/or its Affiliates, disclosed or made available to the other Party or its Representatives in relation to the Agreement, whether directly or indirectly, orally or in writing, or obtained during inspection in electronic, tangible, intangible or in any other form, whether or not marked as "proprietary" or "confidential", or can be reasonably understood, as being confidential, from the circumstances of disclosure, and any other information derived from the same. Confidential Information does

not include information (i) known to a Party at the time of disclosure or rightfully obtained on a non-confidential basis from a third party; (ii) that is, or hereafter becomes, (through no act or failure to act on the part of the Recipient), generally known in the public; (iii) independently developed by a Recipient without reliance on the Confidential Information; or (iv) that is permitted for disclosure by the disclosing Party in writing, in each case as shown by contemporaneous documentary evidence.

1.1.8 "**Defects**" means Services which do not meet the agreed specification or are otherwise substandard as per the Trade Usage; and the term "Defective" shall be construed accordingly.

1.1.9 "**Discloser**" means as prescribed under clause 10.5 of this Agreement.

1.1.10 "**Dispute**" means as prescribed to it under clause 21.1 of this Agreement.

1.1.11 **"Effective Date**" means as prescribed in the description of the Parties.

1.1.12 "**Force Majeure Event**" means any natural calamity, unforeseen accidents like fire, explosion etc., any event beyond the reasonable control of a party, strikes, war, terrorist acts, riots, pandemics, epidemics, quarantines, lock-downs, embargoes which has a material or adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, or acts of a governmental authority including orders passed by any judicial or quasi-judicial authorities rendering the performance of obligations contained in this Agreement in violation of law.

1.1.13 "**Governmental Authority**" means any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation any entity, body or forum having legal jurisdiction over the activity or Party in question under this Agreement.

1.1.14 "**Intellectual Property Rights**" or "**IPR**" means all rights and interests in intellectual property, including patents, trade secrets (including know-how), proprietary information and knowledge, trademarks, design rights, copyrights, trade dress, domain names, logos, color combinations, slogans, moral rights, right of publicity, author's rights, design flows, process diagrams, methodologies and all other similar rights in any part of the world, whether registered or not, including without limitation the right to file, hold and renew applications and registrations for each of the foregoing.

1.1.15 "**Losses**" means and includes all losses, liabilities, obligations, claims, demands, awards, fines, penalties, fees, expenses, shortfall, damages, settlement amounts, legal and quasi-legal

proceedings' costs, as well as out-of-pocket expenses including reasonable attorneys' and accountants' fees and disbursements in relation to this Agreement.

1.1.16 "**Price**" means the prices and/or rates payable by Company with respect to the Services as specified in this Agreement.

1.1.17 "**Recipient**" means as prescribed under clause 10.5 of this Agreement.

1.1.18 "**Representative**" means a Party's officers, directors, employees, agents, consultants, advisors, attorneys or any Affiliates or such Affiliate's officers, directors, employees, agents, consultants or advisors or any person identified as such in this Agreement or such other person(s) notified by the Parties in writing to each other from time to time.

1.1.19 "**Services**" means the services being provided under this Agreement and the details of which are set out hereunder.

1.1.20 "**Contractor's Personnel**" or "**Personnel**" means all personnel provided by the Contractor in connection with the performance of this Agreement, including, without limitation, those referred to in the Scope of Work.

1.1.21 "**Site**" means the location where Company wishes for Contractor to provide the Services.

1.1.22 "**Specification**" includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Services set out and/or attached with this Agreement.

1.1.23 "**Trade Usage**" means generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in the course of commercial dealing between the Parties to this Agreement.

1.1.24 "**Term**" means as prescribed under clause 6 of this Agreement.

1.1.25 "**Variation Order**" means as prescribed under clause 9 of this Agreement.

1.1.26 "**Bidder**" means the party who submits its Bid.

1.1.27 "**Bidding Document/ Bid Document**" includes all the documents listed in Clause 3 of Volume I

1.1.28 "**Owner**" means TSTP or Talwandi Sabo Power Limited.

1.1.29 "**MT/Ton/Tonne**" means Metric Tonne which is equivalent to 1000 Kg

1.1.30 "**CCL**": Central Coalfield Limited.

1.1.31 "**Quarter**" implies a continuous period of 90 days reckoned from the day one shall be treated as one Quarter and subsequent period of 90 days after completion of previous Quarter shall be treated as following Quarter

1.1.32 "**Responsiveness**" shall mean broad compliance to the requirements as ascertained during Technical Bid opening.

1.1.33 "**TPA**" means any Third-party sampling agency as appointed by TSTP for sampling, preparation & analysis of coal lifted through RCR mode.

1.1.34 "**RCR**" shall mean consolidated work of coordination with any of the CIL Subsidiaries, Coal transportation from any of the CIL Subsidiaries (i.e. work of lifting of Coal and transportation of coal by road from mines to Railway sidings), coordination with Railways (i.e. arranging rakes, dispatches of coal from any Railway Sidings by loading of coal into railway wagons through own arrangement) and monitoring the movement of rakes up to the power plant/other utilities carried out under single/same Purchase Order/Work Order/contract/tender.

1.1.35 "**Consortium**" means a group of companies and/or organizations and/or firms responding as a Bidder.

1.1.36 "**Landed cost**" shall mean the cost incurred in Transportation of Coal from mines of Coal Company to TSTP Plant through Road cum Rail (RCR) mode including Road transportation charges, railway freight, tarpaulin charges and co-ordination charges as per the terms of the Bid Document.

1.1.37 "**RO/SO/DO**" shall mean the release order/sales order/ delivery order released by Coal Company

1.1.38 "**Contractor/ Successful Bidder**" shall mean Party selected to perform the Work under the Scope of Work in this Bidding Document.

1.1.39 "**Data**" means all reports, studies, designs, data and other information and materials as may be prepared, created or developed by the Contractor Group in the course of provision of Services and/or as a result of the Services or in accordance with this Contract

1.1.40 "**Related Party**" shall mean 'Related Party' as defined under section2(76) of Company's Act 2013. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

1.1.41 "**Party**" means TSTP or Bidder, as the case may be, and "Parties" means both of them.

1.2 Interpretation

1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement.

1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice-versa.

1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it.

1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having separate legal personality.

1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals schedules and annexures shall be to the clauses, sub-clauses, recitals, schedules and annexures of this Agreement.

1.2.6 "including" means "including without limitation".

1.2.7 The doctrine of contra proferentem shall not apply to this Agreement.

1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, then that act, matter or thing shall be done on the preceding Business Day;

1.2.9 All notices and formal communications required to be sent under this Agreement would have to be done so in writing, whether or not specified as such.

1.2.10 Capitalised terms used and not defined under clause 1.1 (Definitions) shall have the meaning given to such terms under this Agreement.

2. SUPPLY OF SERVICE AND PAYMENT

2.1 The Parties have agreed to enter into this Agreement, whereby Contractor has agreed to provide, and Company has agreed to avail the Services, at such locations and for such periods as may be agreed by the Parties, subject to the terms and conditions of this Agreement.

2.2 The Contractor shall provide the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the Specification and other terms of this Agreement, as may be applicable. In performance of this Agreement the Contractor shall at all times comply with the Applicable Law.

2.3 Payment of the Price to the Contractor shall be made in the manner and currency specified in this Agreement. The Price represents the full and complete payment that shall be made to the Contractor for all the matters and things necessary for the performance and completion of all of its obligations under this Agreement.

2.4 Each invoice shall make specific reference to this Agreement number and shall be accompanied by all relevant supporting documents and should be in a form acceptable to the Company.

2.5 The Company shall make payments to the Contractor of the amounts mentioned in each invoice, to the extent it is not disputed by the Company, within 30 Business Days from receipt of the invoice, unless Parties mutually decide otherwise. In case of Dispute, the Company shall withhold payment of disputed amounts till such time that the matter is resolved by the Parties in accordance with the terms of this Agreement pertaining to resolution of Disputes (as per clause 21) and the undisputed amount shall be paid in accordance with the terms of this clause. In case of a disputed invoice, the Company shall notify Contractor specifying the disputed elements of the invoice and Contractor shall forthwith withdraw the disputed invoice and submit an amended invoice for the undisputed amount. The Parties agree that no interest shall accrue on any invoice until the settlement of the disputed amounts.

2.6 The Contractor shall not suspend its performance of services under this Agreement, during pendency of any dispute relating to the payment of invoice.

2.7 Company shall have a right to set-off and/or adjust: (a) any payment due to the Contractor against any amount due and/or payable to the Company or the Company's Affiliates by the Contractor; or (b) any payment due from the Contractor against any amount due and/or payable to the Contractor from the Company or the Company's Affiliates.

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

TSTP will release payment of 100% of the Bill for each period as admissible, within 30 days from the date of receipt of bills along with TPA results (including available referee results). In case, TPA results are not available, 80% payment shall be made & remaining shall be released after receipt of TPA results (including available referee results). The Company shall account for necessary deductions at the time of payment of 100% of the bill that may be on account of penalties, which shall be verified by TSTP based on supporting details/reports to be provided by the Contractor and internal documents.

2.9 If needed, upon receipt of communication from TSTP, the Vendor shall, at its own cost and responsibility, promptly register itself on the Trade Receivables Discounting System (TReDS) platform for the purpose of processing payments. The Vendor shall ensure that all requisite documents, information, and supporting records, as may be required, are duly uploaded and maintained on the said platform in a complete and timely manner.

Note:

i. Invoices and all other supporting and statutory documents to be submitted in original to TSTP.

ii. These bills will be accompanied by statement showing R/R No. Invoice No. and the net weight GCV, etc. as the case may be.

iii. The proof of monthly GST paid by the bidder shall be submitted along with bills. The payments shall be made directly to the Contractor by TSTP.

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

v. Coal balance with the Contractor for each month duly signed & stamped.

vi. Contract closure note and No Dues No Claim certificate.

3. Taxes & Import Obligations

Except as may be expressly set out in this Agreement:

3.1 The Price shall be inclusive of all applicable taxes.

3.2 The Contractor shall be responsible for the payment of all taxes now or hereafter levied or imposed on the Contractor or its subcontractors or on the personnel of the Contractor or its sub-contractors by any Government Authority as a result of the performance of this Agreement.

3.3 The Company shall, at the time of its payments due to Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that Contractor shall produce to Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

3.4 In the event there is a delay by the Contractor in fulfilment of its obligations, which results in a higher rate of incidence of tax on any part of the Services, then such higher rate of tax will be solely to the Contractor's account, and the Company will not be liable to bear such increased tax rates or incidence.

4. Performance Bank Guarantee

4.1 The Contractor shall furnish, within ten (10) calendar days of the award of Service Order Confirmation or LOI by the Company whichever is earlier, an irrevocable Performance Bank Guarantee (as per the format provided by the Company) from any of the Indian Nationalized Bank or Scheduled Bank (such as State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd, Yes Bank, Punjab National Bank, Kotak Mahindra Bank, Indian Overseas bank, etc.),encashable at Mansa/Bathinda branch subject to minimum value of INR 2.50 Crores. Further, the successful bidder needs to provide additional PBG of INR 5 Crores withing 5 working days from allocation/issuance of DO (Delivery order). n case the additional PBG is not submitted within 5 working days, the amount equivalent to additional PBG shall be withheld from the dues of the contractor and no new DO(s) shall be allocated in future under this tender till the PBG is submitted However, at any point of time during execution of this Agreement, the value of coal under custody of the Contractor shall not exceed the amount of Performance Bank Guarantee available with TSTP.

4.2 The Performance Bank Guarantee submitted by the Contractor should have a validity period of one (1) year from the date of submission along with a claim period of twelve (12) months post the date of expiry of the Performance Bank Guarantee and shall be kept valid during the Term of this Agreement. The Performance Bank Guarantee amount can be decreased by the Contractor corresponding to monthly DO quantity with prior consent of TSTP.

4.3 The Performance Bank Guarantee so furnished by the Contractor shall be released upon successful completion of the obligations of the Contractor in terms of this Agreement after the Contractor duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Contractor's employees, engaged in performance of the obligations of the Contractor under the Agreement. If requested by the Company, the Contractor shall extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is extended beyond such validity date for any reason whatsoever.

4.4 In case of any extension of the Term, the Contractor shall renew the Performance Bank Guarantee ten (10) days prior to the date of expiry of the Performance Bank Guarantee.

4.5 Further, Contractor shall renew the Performance Bank Guarantee as agreed or otherwise

submit an additional Performance Bank Guarantee , as duly required by Company, on account of any upward revision, pursuant to a variation or amendment to the Agreement, at least 5 (five) Business Dayfs of being so notified by the Company.

4.6 Failure to Furnish, Renew, or Maintain Guarantees:

If the Contractor fails to furnish, renew, or maintain either the PBG as per the agreed terms of the Agreement:

i. Such failure would constitute a material breach/default of the Agreement solely attributable to the Contractor.
ii. The Company shall have the right to invoke the PBG without any notice to the Contractor.
iii. The Company may withhold or recover amounts due under the Contract until the required guarantee is furnished.
iv. The Company may terminate the Agreement forthwith, without prejudice to any other rights or remedies available.

4.7 In addition to the right contained in the preceding clauses, Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantee as agreed above in the following situations:

i. failure by the Contractor to deliver the Services in accordance with terms and conditions of the Agreement; or
ii. failure by Contractor to duly perform any of its obligations under this Agreement; or
iii. any valid claim made by the Company, accruing due to any act or omission of the Contractor and upon failure of the Contractor to pay such a claim upon such demand.
iv. failure by the Contractor to provide reasonable justification, for any alleged involvement in theft or misappropriation or any such other non-ethical practices, to the satisfaction of the Company.

Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant breach by the Contractor.

4.8 The Contractor shall bear all the costs of execution, prolongation, renewal, and issuance of the Performance Bank Guarantee.

5 **DELIVERY TERMS**

5.1 **Delivery Of Services**

5.1.1 Contractor shall deliver the Services to the Company in accordance with the delivery schedule provided under this Agreement.

5.1.2 Services are critical to the Company's business and time is of the essence with regard to each of Contractor's obligation hereunder.

5.1.3 Contractor shall render and make available the Services at Company's designated Site specified in this Agreement.

5.1.4 Time shall be of the essence of this Agreement and performance of this Agreement in accordance with any time or schedule specified in this Agreement is important. Company reserves the right to terminate this Agreement, without penalty or liability attaching to the Company, if delivery of the Services is not made by the date and the time period as specified in this Agreement. No change in the scheduled delivery date is permitted without Company's express written consent. Company reserves the right to reject Services in case it is not in accordance with the delivery schedule provided under this Agreement, unless otherwise specifically waived-off in writing by an authorized Representative from the Company's commercial department. Any acceptance delay in performance of Services will not waive Company's right of remedies with respect to delay nor shall it be deemed a waiver of future compliance with the terms hereof.

5.2 <u>Default In Delivery and Performance</u>

5.2.1 If Contractor fails to deliver the Services or any part thereof in accordance with the time for delivery schedule under this Agreement, the Company may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the following remedies:

(i) refuse to accept any or all deliveries, of the Services, which Contractor attempts to make, in each case without any liability to the Company;

(ii) procure Services from another vendor, at Contractor 's risk, cost and expense.

(iii) instruct Contractor to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as Company may direct in order to remedy the breach and make good the Losses to the Company at Contractor 's expense; or

(iv) invoke the Performance Bank Guarantee and withhold any payment to be made to the Contractor under any other agreement or purchase order that the Company may have

executed with the Contractor.

5.2.2 Contractor shall pay damages to Company for Contractor's default. These damages shall be the relevant sum and/or rate stated in this Agreement, which shall be paid for every day/week which shall elapse between the relevant time for delivery and the date on which the Service is delivered.

5.2.3 The above-mentioned remedies shall not relieve Contractor from its obligations or responsibilities which Contractor may have under the Agreement.

5.3 Substituted Performance

Without prejudice to any other rights of the Company under this Agreement, at law or equity, if the Contractor fails to perform its obligations as per the provisions of this Agreement, the Company may procure the Services from third party sources at the risk and costs of the Contractor.

6. TERM

6.1 This Agreement shall be valid for a period of 12 months from the date of signing of this Agreement by both the Company and the Contractor ("Term").

6.2 This Agreement shall remain valid for the Term, unless terminated earlier by the Parties, as per the terms and conditions mentioned herein. Parties shall not be required to provide any communication or information to denote the expiry/termination of the Agreement at the end of the Term.

6.3 The Term of this Agreement may be further extended for a period, mutually and expressly agreed to by the Parties in writing, no less than [30 (thirty) days] prior to the expiry of the Term.

7. OBLIGATIONS & PERFORMANCE

7.1 The Contractor represents, warrants and guarantees that:

7.1.1 the Services shall conform to the Specifications provided in this Agreement, which the Contractor warrants to be accurate and complete in all material respects and fit for the purpose of the Company.

7.1.2 the Services shall comply with all applicable quality standards and/or other standards as per the Applicable Law and Trade Usage.

7.1.3 the Services shall be of the best quality and workmanship and shall be free from fault

or Defect (with such tolerances as specifically stated in the Specification or the details set out in this Agreement).

7.1.4 the Contractor is aware of and is deemed to have satisfied itself regarding the Company's requirements and confirms that the Services are suitable for such use.

7.1.5the Contractor has the necessary skill and experience in the Services, in accordance with the Agreement.

7.1.6 the Contractor has the qualification, expertise, competence and resources to safely and satisfactorily carry out its obligations hereunder.

7.1.7 that all Services supplied under this Agreement shall be free of any claim of any nature by any third person or entity, and that Contractor shall convey clear and marketable title to the Company in the end product or outcome of the Services.

7.1.8 all statements and representations that the Contractor makes to the Company, in relation to the Services including but not limited to any sales literature, constitute warranties, upon which the Company may rely on under this Agreement.

7.1.9 Upon completion of Services or various milestones as agreed, the Contractor shall share a delivery note which clearly shows, *inter alia*, this Agreement number, date of ordering, Services provided the outstanding balance remaining to be delivered, if any.

7.1.10 the Services shall be accompanied by all appropriate information, warnings, instructions and documentation, as shall be required for their full use by the Company, and the document setting out the information shall be handed over to the Company's Representative prior to the delivery of Services.

7.1.11 the Contractor shall comply with and ensure that all its sub-contractors comply with all Applicable Law in connection with the performance of Services under this Agreement.

7.1.12 the Contractor has full right, title and interest in and to all IPR, trade names, trademarks, patents, copyright, service marks, logos symbols and other proprietary marks (including those owned by any of its vendors, affiliates or subcontractors), which it uses for providing the Services and which may be embedded in the Services and provides to Company the right to use the same, and further assures to the Company that any IPR provided by the Contractor shall not infringe the IPR of any third party.

7.2 The Contractor further warrants that it shall at all times and at its own expense:

7.2.1 maintain all necessary licenses, approvals, registrations and consents and comply with all

Applicable Law in performance of the Agreement.

7.2.2 adopt safe working practices and comply with the provisions of all health and safety laws as per the Applicable Law and the Trade Usage.

7.2.3 shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Company while performing the Services.

7.2.4 comply with Company's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) and Trade Usage.

7.2.5 comply with the provisions of the code of business conduct and ethics as well as the supplier code of conduct and human rights policy of the Company.

7.2.6 assist Company and its Representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information and documents reasonably requested by Company to verify compliance with this Agreement. Provided that the Company shall have no obligation to verify the documents or Services in relation to conforming the compliance with the requirements as set out in this Agreement. However, the Company may at any time and at its discretion require the Contractor to provide the relevant documents to demonstrate its compliance with the requirements of this Agreement.

7.2.7 notify Company's Representative promptly as soon as it becomes aware of any breach of laws or issue which arises in relation to the Services (which notification shall not release Contractor from any liability and/or obligations in respect of such breach, hazard or issue). The Contractor shall take all possible steps and/or provide all assistance in this regard to the Company's Representative, as the case may be, in order to mitigate the impact of any such issue.

7.2.8 notify Company's Representative promptly after it becomes aware that Contractor is not or may not be complying with any of its obligations under this Agreement; provided that this shall not relieve Contractor's performance and obligations under the Agreement.

7.3 Both the Contractor and Company represent and warrant to each other that:

7.3.1 it is an entity duly organized, validly existing, and in good standing in the jurisdiction of

its incorporation/organization/formation;

7.3.2 it has the full right, corporate power and authority to enter into this Agreement, and to perform its obligations as set out herein;

7.3.3 its Representative executing this Agreement on its behalf are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms and conditions set out herein;

7.3.4 it is in compliance with all Applicable Laws relevant to this Agreement and the Services and the operation of its business and this Agreement does not and will not violate any law relating to antitrust or constitute anticompetitive behaviour or business practices;

7.3.5 no legal proceedings are pending or threatened against it before any court, tribunal or authority which may restrain or enjoin its performance or observance of the terms and conditions of this Agreement, or which may in any other manner question the validity, binding effect or enforceability of this Agreement; and

7.3.6 as of the date hereof, it is fully solvent and has met its obligations in the ordinary course of business.

7.4 Each representation and warranty contained in this Agreement shall be as of the Effective Date and shall automatically be deemed to be repeated with each delivery of the Services and on each payment made by the Company to the Contractor and shall be conclusively presumed to have been relied on by Company regardless of any investigation made or information possessed by Company. The warranties and representations of the Contractor as set forth herein shall be cumulative and in addition to any and all other warranties and representations which the Contractor shall give, or cause to be given, to the Company, either now or hereafter in relation to the Services.

7.5 The representations and warranties mentioned herein shall be extended to any re-rendered or replacement Services provided by Contractor including the Services provided as per clause 7.6 below.

7.6 Notwithstanding anything contained in this Agreement (including any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by third party or the Party's Representatives (including absence of

disapproval) and without prejudice to any other rights which Company may have hereunder, it is agreed and understood that in case the Services have any Defects, (including but not limited to "Latent Defects"), then, as soon as the Company becomes aware of a Defect in any Services at any time during eighteen (18) months from the date of completion of the Services or twelve (12) months from the date of commencement of use of the final product delivered pursuant to the Services or such longer period as may be mentioned in any other document, whichever is later, the Company, shall notify the Contractor and, at the Company's election, such Services shall be deemed to be Defective and rejected as of the date of such notice. The Contractor shall, at its own cost and Company's option, either re-render or replace any and all Defective Services and the warranty period shall be renewed for the re-rendered or replaced Services from the date of such re-rendering or replacement.

8. NON-CONFORMITY

8.1 Without prejudice to any other rights of the Company provided under this Agreement and Applicable Law, if the Contractor fails to (a) perform any obligations as set forth in this Agreement in accordance with the timelines stipulated in this Agreement; or (b) supplies any Defective Services; and (c) upon being notified by Company of the Defects, fails to rectify such Defects, in supply of the Services, [within fourteen (14) days] of notice of such Defects, then, the Company may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:

8.1.1 reject the Services (in whole or in part) on the basis that Contractor shall immediately and latest within two (02) days from the date of rejection, pay to Company a full refund for the Services so rejected;

8.1.2 give the Contractor the opportunity at Contractor 's expense either to remedy any Defect or to re-do Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by Company.

8.1.3 refuse to accept any further provision of the Services which the Contractor attempts to make, in each case without any liability to Company and any such delivery shall be at the risk and cost of the Contractor;

8.1.4 have the right to carry out or require a third party to carry out, at the Contractor 's risk and cost, any work necessary to make the Services comply with this Agreement;

8.1.5 claim such damages or penalty or cost as may have been sustained as a consequence of the Contractor ’s breach or breaches under this Agreement;

8.1.6 obtain substitute Services from alternate Contractor at Contractor’s cost;

8.1.7 opt to use or consume the Services in the event of non-availability of substitute services but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Services.

8.2 In each of the above scenarios, wherever applicable, Contractor shall pay for all incidental costs related to replacement of Services.

8.3 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on Company to accept any Services with Defects or sub-standard quality Services, delayed delivery and/or performance of the Agreement. It is expressly agreed by the Parties that acceptance of such Defective or sub-standard quality Services, delayed delivery and/or performance by Company in its sole discretion, shall not prejudice any right of Company to claim damages from the Contractor. In the foregoing, the Company shall determine the amount of damages that shall be leviable upon and/or payable by the Contractor. Any damages so determined by the Company shall be paid by the Contractor within 15 (fifteen) days. The levy of damages and/or acceptance of performance, as above, shall not prejudice any rights of the Company with respect to other terms of this Agreement.

9. SPECIFICATION VARIATION

9.1 Company and Contractor may at any time mutually decide to alter, amend, omit, add to, accelerate, or otherwise vary any part of the Purchase Order, including the Scope of Work or Description of Services, and price thereof, by way of a written document setting out the specific variations, to be finally issued by the Company to the Contractor (“Variation Order”). The price change in the value of Services shall also be mentioned in the Variation order and the revised prices shall be based on the existing prices and dates for performance specified in the Agreement.

9.2 Any Variation Order issued, shall be governed by the provisions of this Agreement.

9.3 Upon receipt of a Variation Order, the Contractor shall proceed immediately as instructed

10 INTELLECTUAL PROPERTY & CONFIDENTIALITY OBLIGATIONS

10.1 If any Services purchased or provided under the Agreement involves IPR, whether by owned or license to the Contractor (including any vendor of the Contractor) then Contractor hereby grants to Company and user of the Services a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. The Contractor shall also ensure that for any Services, if there are any IPR in relation to the spare parts of the Services, then the same shall also be licensed without any cost to the Company, to ensure that the Company shall have the right to use such spare parts in relation to the Services.

10.2 Company is the sole owner of IPR in anything developed and delivered under this Agreement. Contractor shall provide at Company's reasonable request any documentation necessary to confirm Company's ownership interest in such IPR. Subject to the provisions of clause 10.1 above, Contractor shall retain ownership of any IPR vested in Contractor prior to this Agreement or created by Contractor outside of its performance of this Agreement during the Term of this Agreement.

10.3 Contractor shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Company, its Representatives, and Company's customers, from and against any claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Services supplied by Contractor. If any injunction or judgment in any IPR infringement action is rendered restraining Company's use of the Services, or of any component thereof, Contractor shall at the option/discretion of the Company, and at Contractor's expense, either

(i) procure for Company the right to use the Services, or

(ii) replace or modify the infringing Services so that it no longer infringes without adversely affecting its fitness for the purpose for which it is intended under the Agreement; or

(iii) in the event (i) and (ii) are not possible, the Contractor, shall at the sole option of the Company and without prejudice to the right of the Company to require specific performance, shall refund the amount of Services in default.

10.4 For the purposes of this clause, IPR includes but is not limited to all vested, contingent and future Intellectual Property Rights.

10.5 Non-disclosure of Confidential Information. Each Party hereto or its Affiliates (each, a "**Discloser**") may disclose Confidential Information to the other Party or its Affiliates (each, a "**Recipient**") for the purpose of this Agreement ("Purpose"). The Recipient shall keep all Confidential Information disclosed by the Discloser confidential and not disclose, trade or otherwise divulge the Confidential Information or the fact that Confidential Information has been provided to

Recipient by the Discloser to any person without the prior written consent of Discloser. The Recipient may disclose the Confidential Information only to its Representatives on a need-to-know basis, and only if such disclosure is necessary for the Purpose as set out herein. The Recipient agrees that such disclosure to its Representatives shall be subject to: (a) such Representatives being bound by confidentiality and non-disclosure obligations no less restrictive than the terms of this Agreement; and (b) the Recipient being liable for any breach of this Agreement by any of its Representatives. Upon expiration or termination of this Agreement or Discloser's written request, Recipient shall: (a) promptly return to the Discloser all documents, presentations, and other tangible items of Confidential Information or, at the request of the Discloser, certify in writing that all such Confidential Information has been destroyed; (b) delete all electronic records and copies of the Confidential Information. The Recipient must also destroy all Confidential Information that is retained in Recipient's computer backup and shall also use reasonable efforts to delete all electronic copies of Confidential Information under its control. In case the Confidential Information of the Discloser is required to be disclosed by the Recipient under Applicable Law, then the Recipient may disclose the same, subject to the Recipient give prompt and prior notice to Discloser, prior to such disclosure, in order to allow the Discloser an opportunity to seek a protective order or other appropriate remedy to prevent such disclosure. Neither Party shall use or display the logos, trademarks etc., of the other Party in any advertisement, press release or any other such communications on public platforms, without the prior written consent of the other Party. Either Party shall ensure that no press release, public announcement, or disclosures related to the Purpose or under this MoU, is issued without the prior written consent of the other Party, on any platform including on print or social media, or to any third party.

11. SUSPENSION

11.1 Notwithstanding anything contained herein to the contrary, Company shall have the right to: (a) without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Agreement by giving a 15 (fifteen) days prior written notice to Contractor ; or (b) immediately suspend the Services (or part thereof) under this Agreement upon a breach or apprehended breach by the Contractor of the Company's policies relating to health, safety and environment or any breach of the terms of this Agreement by the Contractor. Parties agree and acknowledge that the issuance of a suspension order under this clause shall not amount to termination of this Agreement.

11.2 During the suspension period, the Company shall not be liable to make any payments of whatsoever nature, except the payment already due to the Contractor for Services provided prior to issue of suspension notice.

12 TERMINATION & SURVIVAL

12.1 Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate, this Agreement issued hereunder:

12.1.1 by giving a 30 days' prior notice to the Contractor, without any cause or reason;

12.1.2 by a written notice, in case of any material breach of any terms of this Agreement by the Contractor, if such contractor has failed to remedy such breach within the 30 days' notice period;

12.1.3 by giving a 30 days' prior notice to the Contractor, if Contractor is unable to carry out its obligations by reason of Force Majeure Events and the Force Majeure continues for a period more than 120 days;

12.1.4 by giving a 24 hours' notice to the Contractor, in case of Contractor 's breach of/failure to comply with the Business Ethics and Code Of Conduct clause of this Agreement; or

12.1.5 by giving a 15 days' prior notice to the Contractor, if the Contractor is in breach of the representations and warranties provided to the Company under this Agreement.

12.1.6 with immediate effect, if a the Contractor ceases, or threatens (in writing) 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;

12.2 Effects of Termination

12.2.1 Upon termination of this Agreement, whether caused due to efflux of time or otherwise, both Parties shall be relieved of their respective rights and obligations under this Agreement, as the case may be, save such obligations and/or liabilities of the Parties set forth herein which:

(i) the Parties have expressly agreed shall survive any expiration or termination, or

(ii) by their nature would be intended to survive and remain in effect despite any such expiration or termination.

12.2.2 The modification or termination of this Agreement shall not affect the rights or obligations of either Party under any Agreement accepted by Contractor before the effective date of the modification or termination.

12.2.3 In the event of termination of a specific Purchase Order, the obligation of the Parties under other Purchase Order(s) shall not be affected. In this case, Company's liability and Contractors' exclusive remedy will be limited to payment for Services supplied, in accordance with the terms of the Agreement and the applicable Purchase Order, prior to the termination and shall not include any other cost or expense.

12.3 Survival

Notwithstanding anything contained in this Agreement, clauses 10, 12.2.1, 12.2.3, 12.3, 15, 16, 21, 22, and 23.8 shall survive any termination of the Agreement and shall remain in full force and effect after such date.

13. ASSIGNMENT

13.1. Each Party agrees that it shall not assign, transfer, or otherwise convey or delegate any of its rights or obligations under this Agreement or any part hereof, to any third party, without the prior written consent of the other Party, with the exception of a successor in a merger, acquisition, or corporate reorganization of the assigning Party.

13.2 Notwithstanding the foregoing (a) the Company reserves the right to assign this Agreement (in whole or in part), and all rights and obligations to any of its Affiliate; and (b) Company shall have the right to freely assign this Agreement, upon written notice to the Contractor and such assignment shall not require any consent from the Contractor.

14. CONTRACTOR'S PERSONNEL

14.1 **General**

14.1.1 The Contractor shall, at its expense, provide and keep available for the Services, the Contractor's Personnel.

14.1.2 The Contractor shall ensure that the Contractor's Personnel shall be: (a) sufficient in number; (b)are experienced and qualified for the Services that they are required to carry out hereunder; and (c) will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.

14.1.3 In case any member of the Contractor's Personnel is expected, in the Company's sole opinion, to make significant technical contribution to the Services, the Contractor shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to such member of the Contractor's Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Contractor shall submit resumes of any other member of the Contractor's Personnel assigned to the Services on written request by the Company.

14.1.4 The Company reserves the right to reject any member of the Contractor's Personnel, any time after the commencement of Services and replace, or procure the replacement of, such person with another person suitably qualified and acceptable to the Company. The Contractor shall bear the costs of any such removal and replacement.

15. INDEMNITY

15.1 The Contractor ("Indemnifying Party") shall indemnify, defend, and at all times hold harmless the Company and its officers, directors, employees, agents, and Affiliates ("Indemnified Party") from and against any and all Losses arising out of and in connection with the Indemnifying Party's breach of the terms of this Agreement Indemnity under this clause shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Indemnified Party may be entitled to.

15.2 Company shall have the right to retain / withhold, set-off any payment to be made to the Contractor, an amount sufficient to indemnify it completely against any such claims or Losses.

16 LIMITATION OF LIABILITY

16.1 In no event shall either Party or its officers, directors, employees, or Affiliates be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, regardless of whether if such Party had been advised of the possibility of such damages and except for fraud, negligence, misrepresentation, misconduct, death or bodily injury and the Company's aggregate liability under all claims arising in connection to this Agreement, shall not exceed the total consideration paid under the Agreement.

17 MOST FAVOURED CUSTOMER TREATMENT AND PRICING

17.1 During the Term, Contractor will offer its Services to Company at most favored customer treatment and pricing. The most favored customer pricing shall be reasonably determined by the Contractor by reference to recent (last 6 (six) months) sales arrangements with customers, resellers or project developers, as applicable, taking into account purchase volumes, regional market conditions, the geographic location of the projects, and the relative size and technology to be used.

17.2 Contractor agrees that no other customer of similar services and scope is receiving or will receive prices, discounts, performance or terms better than those which are given to Company. Should Contractor enter into an arrangement with a third party to provide substantially the same services on terms which in their totality are more favorable to the third party than the terms specified in this Agreement, then Company shall have the right to convert the relevant terms in this Agreement to match all of the more favorable terms provided to the third party.

17.3 Any price charged to Company in excess of prices offered by Contractor to any third party for similar Services, will promptly be refunded or credited to Company, and would be subject to the set-off rights of the Company contained in this Agreement.

17.4 If Contractor does not provide such favourable terms or price to the Company, it shall be in breach of this Agreement and the Company shall have the right to terminate this Agreement without any additional cost or expense.

18. CHANGE 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 Contractor'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 Contractor 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 Contractor's final invoice under this Agreement) but not later than 07 (seven) business days notify the other Party that such change in law has arisen; and

b. the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and

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

19. SPLITTING OF WORK

19.1 The Company reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons at the price matching with L1 Price. The Company will not entertain any claim from any Contractor as a result of such splitting up.

19.2 The Company also reserves the rights to exclude/include any item of work from the Scope of Contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

20. FORCE MAJEURE

20.1 The Party which is not able to perform its obligations under this Agreement ("Affected Party") due to a Force Majeure Event, shall notify the other Party, promptly of the occurrence of the Force Majeure Event. The Affected Party shall undertake reasonable endeavors, to mitigate and minimize the effect of the Force Majeure Event.

20.2 The Force Majeure Event, shall have the effect of either extending and/or excusing performance of the Affected Party, for the said duration, except for any liability for payment of amounts due and payable under the Agreement and neither Party shall be, liable for any delay, or deemed to be in breach of this Agreement, if its failure to perform its obligations hereunder results from a Force Majeure Event.

20.3 If any Force Majeure Event continues for more than 120 (one hundred and twenty) days, the Company may at its sole discretion decide to terminate this Agreement as per clause 12.1.2.

20.4 Force Majeure Exclusions: Force Majeure Event will expressly not include the following conditions:

20.4.1 unavailability, late delivery or changes in cost of Services;

20.4.2 failure, delay or increase in the cost of performance by any sub-contractor;

20.4.3 seasonal weather conditions, or breakdowns in equipment;

20.4.4 any labour unrest, strikes or civil unrest or any other event of the like nature caused by the Contractor's Personnel (which includes its sub-contractors and its personnel);

20.4.5 economic hardship in the performance of any obligation set out in the Agreement or the Agreement becoming onerous to perform; and

20.4.6 non-performance caused by, or connected with, the Affected Party's negligent or intentional acts, errors or omissions; failure to comply with Applicable Laws; or breach, or default under this Agreement.

21. DISPUTE RESOLUTION

21.1 Any claim, dispute or differences arising out of or relating to this Agreement including, *inter alia,* meaning, scope, operation or effect of this Agreement or the breach, termination, validity hereof ("**Dispute**") shall be amicably settled by the Parties through negotiation, which will be undertaken by their respective authorized Representatives, who shall not be below the rank of a 'head of department'.

21.2 If the Dispute is not conclusively settled within a period of 21 (twenty-one) days from the date of commencement of negotiations or any other period mutually agreed, the Dispute shall be exclusively and finally resolved by arbitration conducted by a arbitral tribunal comprising of a tribunal of three arbitrators in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 ("Arbitration Act") as amended from time to time and in force as on the date of commencement of the arbitration proceeding.

21.3 The arbitration shall be conducted by a tribunal comprising of 3 (three) arbitrators. Each Party shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall mutually appoint the third presiding arbitrator. The seat and venue of arbitration shall be New Delhi. The courts of New Delhi shall have exclusive jurisdiction in connection with any Disputes arising out of or in connection with this Arbitration Agreement. The governing law of this arbitration agreement shall be Indian law. If the Parties fail to appoint their respective arbitrator within 15 (fifteen) days from the date of invoking arbitration under this clause, then the appointment shall be made in accordance with the relevant provisions of the Arbitration Act.

21.4 The language of the negotiation and arbitration proceedings shall be English.

21.5 The award made in pursuance of this clause shall be final and binding on the Parties.

21.6 Each Party shall bear its own costs, expenses, fees and other charges with respect to the arbitration unless otherwise determined by the arbitral tribunal. The cost of arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the arbitral tribunal.

21.7 For the avoidance of doubt, it is hereby clarified that any negotiation or arbitration proceedings hereunder shall also be subject to the confidentiality and non-disclosure provisions contained herein.

21.8 Notwithstanding anything contained herein to the contrary it is clarified that the Services under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Company.

22. GOVERNING LAW

This Agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of India without regard to conflict of laws principles. Subject to the Arbitration clause, the parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

23. MISCELLANEOUS

23.1 Audit and Investigation

23.1.1 In the event of a suspected default or to confirm a breach or unethical act by the Contractor, during the Term and for a period of three (3) years after the completion of the Term, the Contractor agrees that its books and records shall be subject to audit. The Company's auditors shall have access to all books and records for the purposes of auditing and verifying any default or breach in accordance with the Agreement.

23.1.2 In addition, if Company has a reasonable basis to believe that Contractor has taken or failed to take any action that may subject Company or its Affiliates to liability under any laws including the anti-corruption laws, Contractor agrees that Company shall have the right (but not the obligation) upon written notice to the Contractor, to conduct an investigation of Contractor to determine to Company's reasonable satisfaction whether any actions or failures

to act on behalf of Contractor may subject Company to such liability.

23.1.3 The Contractor shall provide all the access and assistance to the Company's Representative including the Company's auditors at the cost of the Company to undertake the audit as set out above.

23.2 Severability

If any provision of this Agreement is held by a court or arbitral tribunal of competent jurisdiction or under any Applicable Law to be illegal, invalid, or unenforceable, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable efforts to replace such provision with one which reflects the original intent of the ineffective provision, so that the economic position of the Parties is maintained as if the offending provision was valid. The remaining Agreement will remain valid and enforceable to the fullest extent possible.

23.3 Waiver

No delay or omission by either Party to exercise any right or remedy provided by Applicable Law or under this Agreement, shall impair any such right or remedy or be construed as a waiver thereof. A single or partial exercise of a right or remedy provided by this Agreement or under Applicable Law shall not preclude any other nor restrict any further exercise of such right or remedy. No waiver of any provision or right under this Agreement shall be effective, unless provided in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

23.4 Relationship of the Parties

This Agreement is on a principal-to-principal basis. Both Parties shall at all times remain as independent contractors. Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties or any of their directors, officers, or employees. Neither Party has the authority to bind, contract, make commitments of any kind or incur any obligations or liabilities on behalf of the other Party. Each Party is responsible for the supervision, management, direction, employment, costs, and payment of compensation of its own employees. Under no circumstances shall Company be considered the employer of any Contractor's Personnel, nor shall Contractor have any right with respect to any employee of Company.

23.5 Data Privacy

The parties shall ensure that all applicable data privacy and security obligations as prescribed by any law in India shall be strictly adhered to by both parties while handling any information including all obligations as per the Digital Personal Data Protection Act, 2023, Information Technology Act, 2002 and any rules thereof.

23.6 Entire Agreement and Amendments

This Agreement comprises the complete and exclusive agreement between the Parties concerning the Confidential Information and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date. The terms and conditions set forth in this Agreement shall extend to each Variation Order issued under this Agreement. Any variation or amendment of this Agreement will only be valid, if made in writing and duly signed by the authorized Representatives of the Parties.

23.7 Counterparts

This Agreement may be executed in any number of counterparts, whether in paper, facsimile or electronic form, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument.

23.8 Notices

All notices, demands and requests under this Agreement shall be in writing, in English language and signed by or on behalf of the Party giving it. A notice may be delivered personally or sent by registered post, electronic mail, or a reputed national or international courier, to the address provided in this clause and marked for the attention of the person specified in this clause. A notice shall be deemed to have been received: (a) at the time of delivery, if delivered personally; (b) upon receipt of a valid delivery receipt from the intended recipient, if sent by electronic mail (with delivery receipt requested); (c) 2 (two) Business Days after dispatch, if sent within India, by courier, by the Party through a overnight delivery service; (d) five (5) Business Days, if sent internationally, after the time and date of posting, if sent by international courier; or (e) 7 (seven) Business Days after posting, if sent by registered mail (with certified mail receipt

requested). A Party shall notify the other Party of any change to its details as set out in this clause, in accordance with the provisions of this clause. The addresses for service of notice are:

Company	Contractor
Attn: _____ Address: _____ E mail:_____ Copy to: Head Legal Email: < Notice.TSTP@vedanta.co.in >	Attn: _____ Address: ____ E mail:_____

24. BUSINESS ETHICS AND CODE OF CONDUCT

24.1 The Contractor confirms having read and understood the Code of Business Conduct & Ethics as well as Contractor Code of Conduct of Vedanta and the Company, a copy of which has been provided to the Contractor, and receipt of which is acknowledged hereby, and is also available at https://www.vedantapower.com/code-of-conduct/ and which *inter alia* includes: (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of Prevention of Corruption Act, 1988 and all other applicable anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010; (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the Company or its Affiliates may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015, which inter alia prohibits the Contractor and its employees and associates from trading in the securities of the Company based on any 'Unpublished Price Sensitive Information'; (iii) the provisions for prevention of harassment and unfair treatment of persons, including provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Modern Slavery Act, 2005 (of UK) and the Company's Human Right Policy (a copy of which is available at https://www.vedantapower.com/wp-content/uploads/2026/05/Human-Rights-

Policy.pdf). The Contractor confirms having read the relevant regulations stated above and policies of the Company at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times and that it has formulated appropriate policies to ensure compliance with the same.

24.2 If at any time prior, during or post execution or performance of this Agreement, Contractor is faced with any undue demand, request for gratification or favour from any employee of the Company or a person connected with such employee, then the Contractor must report the same immediately to the Company.

24.3 The Contractor hereby declares and confirms that it does not have any conflict of interest with the Company, including any relationship or financial interest of any nature whatsoever, with the employees, managers, Contractors, vendors, or stakeholders of the Company. In case conflict of interest arises during the course of this Agreement, it should be immediately informed to the Company.

24.4 The Contractor undertakes that it shall not directly or indirectly, engage in any monetary or commercial transaction with any employee or Representative of the Company or offer or promise to give (directly or indirectly) any bribe, commission, or inducement to any of the employees, agents or Representatives, to influence them to perform any act or omission in relation to this Agreement. In case the Contractor comes to know of any such practice, it should be immediately informed to the Company.

24.5 In the event Company believes that the Contractor or the Affiliates, including the respective employees or Representatives of the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, Company shall have the right to take appropriate action, which may include the immediate termination of this Agreement in accordance with clause 12 (Termination).

24.6 The Contractor shall maintain detailed reports recording its compliance with all the Acts, Rules, and other requirements mentioned under this clause, and shall be required to produce the same on demand of the Company and the Company may conduct audit of the same from time to time.

24.7 **Prohibition of Insider Trading**:

24.7.1 The Contractor acknowledges that during its engagement with the Company, it may have access to some unpublished price sensitive information of the Company, or some of the Confidential Information may qualify as unpublished price sensitive information that is not

generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by the Company. The Contractor undertakes that neither the Contractor nor its Authorized Representatives, shall, with respect to the Company's unpublished price sensitive information indulge in any insider trading activities and shall comply with the Applicable Laws, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time ("SEBI Insider Trading Regulations"). Without limiting the generality of the above, the Contractor hereby agrees that, if the Contractor is exposed to any unpublished price sensitive information, the Contractor shall not trade or deal in the Company's securities, or cause any other person to deal in, trade in any securities, in contravention of the SEBI Insider Trading Regulations. The Contractor shall not give trading advice of any kind about the Company or disclose any material, non-public information to anyone else who might then trade; or recommend to anyone that they purchase, sell or deal in the Company's securities.

24.7.2 Without prejudice to the generality of Clause 24.7.1 above, the Contractor undertakes that the Company's unpublished price sensitive information

(i) shall be used solely for the purpose for which it is being disclosed;

(ii) shall be preserved and the secrecy of such information shall be maintained;

(iii) shall not be disclosed to any unauthorized third party;

(iv) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information.

24.7.3 Contractor undertakes to notify the Company immediately upon becoming aware that any of the Company's unpublished price sensitive information has been disclosed to or obtained by an unauthorized third party.

25. SANCTIONS

25.1 Each party warrants that as of the date of signing the Contract, it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("Beneficiaries") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including without limitation the EU Consolidated list of persons,

groups and entities subject to EU financial sanctions the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Company ("Sanctions"). A breach of this warranty shall be a material default for the purpose of Clause 12.1.3.

25.2 Each party agrees that if at any time after the date of formation of the Contract it or any of its Beneficiaries become subject to any Sanctions, introduced after such date of signing of the Contract, which prohibit or restrict a party's performance of or rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other party may suspend or terminate the Contract upon such Sanctions becoming effective.

APPENDIX- A: SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ Contractors/ vendors/ traders / agents/ consultants/ Contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationshipwith 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 allother 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 otherform of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environmentconducive 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 andprotection 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 retaina 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 ofCorruption 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 soleattribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that createsany 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 otheraction 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 contentsof 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 principlesof this Code and allow access to Vedanta to check compliance upon request with reasonable notice.

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

Please contact the concerned Chief Commercial officer / Company Secretary if you have any questions about this Code.

VOLUME III: TECHNICAL SPECIFICATION & SCOPE OF WORK

1. SCOPE OF WORK

Talwandi Sabo Power Limited (TSTP) intends to procure an estimated quantity of 10 Lakh MT of Coal through Road-Cum-Rail mode basis, as and when offered by CCL. The actual quantity may vary up to any extent as per TSTP requirement. The quantity may be requisitioned through multiple DO/SO. The Contractor should complete lifting Coal within the period specified in the Delivery Order (DO) / Sale Order (SO) by CCL.

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

The Contractor to ensure release of Delivery Order and obtain Delivery schedule for placement of trucks, on behalf of TSTP at Colliery loading point to receive and transport the Coal.

1. Billed quantity by CCL as mentioned in the Coal Bill will be deemed as delivered quantity to Contractor. The Contractor shall check the Quantity of Coal received from CCL at his Site and shall be responsible for the Quantity measurement, i.e., weighment of Raw Coal supplied by CCL to the Contractor and will authenticate/sign the Weighment sheets in token of Quantity received.
2. After handover of RO/DO, Transportation shall start within 7 days & entire coal quantity allotted should be transported within the stipulated time of respective RO/DO as per the direction of TSTP.
3. Ensure correct weighment of coal at the loading point & obtain CCL Gate pass cum weighment slip at the loading point. Collect the duly signed challan, mentioning detail of actual tare & gross weight & other relevant information & documents.

4. Stacking of coal at designated railway siding & ensure 24 hours security. Before placement of rakes, full quantity/ quality of coal as supplied by CCL shall be made available at the siding. If for the purpose of storage of coal along the siding additional space is required, Contractor shall create this at their own cost.

5. Loading coal in wagons within permissible time as provided by Railways. Any demurrage, penalties and extra charges at loading end shall be borne by the Contractor.

6. Contractor's trucks should operate only on specified route/roads. In case, it becomes necessary to use any other routes/road, due to any reason, prior approval for the same shall be taken by the contractor from the local administration/ CCL. In case of violation of this provision, penalty imposed by local authority/ CCL shall be borne by the contractor.

7. The Contractor must be registered under the respective mining portal of the respective State Govt. to take part in this tender, and it shall be the responsibility of the contractor to obtain mining permit from respective Mining Circle immediately after payment of the DO.

8. Liaising, supervising & coordinating with concerned agencies including but not limited to railways, CIL & CCL, State Govt for smooth RCR transportation of coal. Taking approval & ensuring compliances of all rules & regulation of government/ local administration/ statutory/ local bodies etc. as applicable.

9. Contractor to get the right quality of Raw Coal from CCL as the Notified/Declared Grade of colliery. In case raw coal sampling and analysis is carried out by TPA, then the TPA declared Grade of raw coal & afterwards Referee analysis (if done) will be considered as the Grade of raw coal delivered by CCL to the Contractor.

10. Ensure sampling at CCL loading end in line with Tripartite agreement (TPA) signed between TSTP, CCL & TPSA.

11. The Contractor will ensure boulders, stones,shales and foreign material like iron strips, wooden blocks, cloths, rags etc are not loaded into rakes and trucks.

12. Coal as lifted from the Collieries shall be transported/shifted to the Siding by the

Contractor as per Delivery Order released by CCL.

13. The Contractor will adhere to the Guaranteed GCV ARB & other terms.

14. The Contractor to ensure that the coal offered by the coal company & the coal loaded in the wagons for TSTP should not be more than -100 mm.

15. The Contractor to ensure timely permission/clearances for transportation of raw coal from the State Mining Department/EDRM sanctions. The Contractor to ensure allotment of rakes/wagons for transportation of Coal to TSTP.

16. The Contractor shall submit the E-Demand and Indent charges. It will be the responsibility of Contractor to place Indent.

17. The Contractor shall ensure that the Wagons loaded are not in a damaged condition.

18. The Contractor shall ensure issue of RRs from the Railways authorities and shall deliver the same to the TSTP Power Plant authorities by fax, soft copy through Scan and original through courier at the earliest possible in such a way that all RRs for previous month are available with TSTP by 15th of next month.

19. The Contractor may deploy his staff/representative to witness the weighment, sampling and analysis of raw coal at TSTP Power Plant through real time CCTV footage at place designated by TSTP. Any misuse of real time footage witnessing by Contractor or its representative will be viewed seriously and may result in denial of this access for the balance period of supply of Coal including termination of Contract and disqualification/blacklisting of a Contractor for future tenders. The presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.

20. Quality analysis results of each rake shall be provided to the Contractor representative after the analysis is complete. In case of dispute, Contractor can intimate to TSTP within 3 working days from the date of test report notified and referee part can be taken out & will be tested in any reputed NABL accredited Independent Inspection Agency in the presence of Contractor. The referee part will be discarded within 30 days from the date of referee sample preserved. The un-loading end weighment sheet

and joint analysis results/referee results for the rakes received at TSTP in a particular month shall be the basis for raising invoices by the Contractorfor payment purpose.

21. The Contractor shall take all measures to avoid diversion of rakes/wagons en-route. The Contractor shall ensure the correctness of any penalty levied by Indian Railway within 6 months for such diverted rakes. If it is not done in 6 months' time, then the equivalent amount of Landed Cost of Coal to TSTP will be withheld from running bills till the issue is settled.

22. The cost of Raw Coal including taxes and duties and Railways Freight including all taxes, duties and other charges as per RR in full shall be deposited by TSTP. Any changes in Railways Freight/Policies related to Railways freight at any point of time imposed by Indian Railways during tenure of the said tender/Contract shall be paid by SPL at actuals as per RR.

23. Rakes shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's amount.

24. The Contractor shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, Rail, etc.

25. It shall be the responsibility of the Contractor to ensure safe transportation and custody of coal lifted from Colliery till delivery at TSTP, Mansa.

26. In order to have up to date information about lifting, loading, dispatch, movement of coal rake and expected placement, Contractor shall provide update to TSTP:

- Quantity of Coal lifted from Mines on daily basis.
- Rakes loaded and details of RRs on each rake basis.
- Expected loading of Rake on daily basis.

27. Safekeeping & responsibility to store, move the material prudently as per best utility practice is the sole responsibility of the Contractor. Contractorshall be solely responsible for all the Quantity lifted till the same is delivered to TSTP Plant site and Bidder to take all necessary steps and precautions as per prudent industry practice for the same.

28. The Contractor shall at his own expense supply tools, plants & equipment (hereinafter

referred to as T&P) required for the execution of the Contract other than those listed in the Contract.

29. TSTP personnel will have the access to storage and loading premise at all time. TSTP can conduct Physical Verification (PV) at TSTP coal stock lying in Contractor's custody. Contractor to follow up for the same & provide demarcation of TSTP's Coal.

30. Contractor to ensure that no oversized coal is loaded while loading of the rakes.

31. TSTP can depute own sampling agency at siding for its own satisfaction. TSTP is not bound to share results of the same with Contractor & results will have no Commercial impact.

32. The Contractor will ensure that by doing all necessary & relevant activities as required to be done for completion of Scope of Work, TSTP gets its coal from any of the Railway siding of CCL till the validity of the Contract. In this regard, signing of any Tripartite Agreement, issuance of Indemnity Bond as required by Coal Company shall be done by TSTP. However, the necessary changes w.r.t. siding agreement (on actuals) handling & loading of coal through this siding, any other statutory or Govt. authority requirement to be borne & complied by the Contractor.

33. Any permission requirement from the Pollution Control Board (PCB) of the respective State or Rules & Regulations as stipulated by the Government for handling/transportation/storage or any other activity shall be in Scope of the Contractor. The contractor must possess all applicable licenses (e.g., transportation license, business license, hazardous material license, coal handling license) and insurance (e.g., general liability, auto liability, cargo insurance, workers' compensation) as required by law. The contractor must ensure that all drivers have valid heavy vehicle driving licenses for the gate entry. Drivers must be adequately trained, skilled, and comply with all traffic and safety regulations.

34. The contractor shall assist TSTP in coordinating with CCL relating to payment of coal value, collection of coal bills, reconciliation of quantities dispatched against coal value paid, obtaining refunds and dispatching original copies of coal invoices and other related works; Contractor shall extend all the necessary assistance, cooperation, and support in resolution of any legacy matters pertaining to TSTP.

35. The Contractor/Vendor shall ensure that the rates and prices quoted in its Bid/Quotation are commercially reasonable, realistic and commensurate with the scope of work and specifications required for satisfactory performance of the Contract.

36. **Adherence to CIL's Notice no. CIL/M&S/2026-27/123 dated 30.10.2026 - Implementation and Integration of GPS-Based End-to-End Monitoring System for Road Coal Supplies**.

36.1 The Contractor shall strictly comply with the guidelines, instructions and operational requirements stipulated in CIL's Notice No. CIL/M&S/2026-27/123 dated 30.10.2026, regarding implementation of the GPS-based End-to-End Vehicle Tracking and Monitoring System for coal transportation through Road Mode, including any subsequent amendments or instructions issued by CIL in this regard.

36.2 For coal lifted by TSTP through Road mode, from the despatch point (Road Weigh-Bridge) to the unloading point (Power Stations, washery, good-shed etc.,), a GPS-based vehicle tracking system integrated with geo-fencing/similar technologies shall facilitate end-to-end visibility, movement monitoring and verification of delivery. Any exceptions during transit, including route deviations, unauthorised diversions, stoppages or deviations from the designated unloading point, shall be duly recorded in the system. Such exceptions shall be reviewed and explicitly approved by TSTP. A trip involving exceptions shall be considered valid only after the TSTP's approval is recorded in the system. Till such time the approval is awaited, fresh despatch of coal shall be kept in abeyance.

36.3 The Contractor shall ensure necessary integration of its GPS tracking platform/system with the ERP/SAP system, CIL portal and other designated systems/interfaces, as applicable, to facilitate seamless exchange of dispatch-related information, vehicle movement data, exception reports and delivery confirmation details.

36.4 The Contractor shall complete all activities relating to GPS tracking system configuration, integration, testing and commissioning falling within its contractual scope on or before 31.03.2027, to facilitate implementation of the prescribed end-to-

end monitoring mechanism with effect from 01.04.2027, as mandated by CIL.

37. REPORTING

37.1 Contractor will submit report on daily coal lifting from Mines, Rakes loaded, coal shifted to Railway Siding and other information as required on daily basis through E-mail, SMS, etc.

37.2 Contractor will submit a list of 2 persons designated as Single Point Contact (SPOC) with Mobile no. and e-mail addresses for follow up with TSTP on daily basis along with Employee list, designation, qualification, etc.

37.3 If any of the person designated as SPOC leaves in between the Contract period, same will be replaced immediately within a period of 30 days

38. The Bidder can only quote one siding for each area(s) and its respective mine(s). Bidder shall quote the railway freight as per FOIS up to TSTP Power Plant for the quoted railway siding. **Permission to change the loading siding may be granted solely at the discretion of TSTP, subject to the below conditions- i) requests where railway freight for the new proposed siding is higher than the quoted loading siding (as per FOIS up to TSTP Power Plant), the difference in the Landed Cost shall be adjusted against road transportation charges. ii) requests where railway freight for the new proposed siding is less than the quoted loading siding (as per FOIS up to TSTP Power Plant), the benefit of lower railway freight shall be passed on to TSTP, the road transportation charges shall remain the same as quoted.**

39. Special precautions/Dos/Don'ts:

- Any intentional addition of water/moisture, if detected by TSTP after Coal lifted from mines, shall be treated as a material breach of the Contract and an event of default.
- Any swapping of Coal (i.e., replacing good quality Coal with bad quality Coal) or retention of any coal that is lifted on behalf of TSTP shall be treated as a material breach of the Contract and an event of default. This shall also be considered as pilferage of Coal. In such a case, notwithstanding anything contained in the Contract, TSTP may take stringent actions including forfeiture of PBG available with TSTP in addition to other remedies available under law.
- Coal lifted on behalf of TSTP shall be loaded into the rake as soon as possible. In case the

same is required to be stored at someplace other than loading siding/platform, it shall be done with the prior written consent of TSTP. Adequate preventive measures against deterioration, pilferage (that can result in a financial loss to TSTP) should be taken by the Contractor (providing 24x7 security, marking a surface with limestone or any other suitable measures including but not limited to the ones suggested by TSTP). The cost of making such arrangements would be borne by the Contractor.

- Record of dispatch of the truck from mines and receipt of the Coal at siding should be maintained by the Contractor. The same will be monitored by TSTP.
- Suitable patrolling of vehicles shall be engaged for en-route patrolling from the lifting point of Coal to loading into rakes. The Contractor must ensure the movement of the vehicle from lifting to loading without any stoppage.
- Any damages to railway siding/wagons during loading shall be borne by the Contractor.
- The Contractor shall ensure that the rates and prices quoted in its Bid/Quotation are commercially reasonable, realistic and commensurate with the scope of work and specifications required for satisfactory performance of the Contract.

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

2. PRICE & PRICE BASIS & ITS EFFECTIVENES:

2.1 The Bidder shall quote its most competitive prices for the Scope of work in the price bid format (Annexure -I). Any quantity which is allocated during the contract period but not delivered during the contract period will be executed at the price applicable for the specific contract period along with the same terms & conditions under the contract.

2.2 Price variation

The prices shall remain fixed and binding on the Bidder and shall not be subject to any change for any reason whatsoever during the term of the Contract until the entire allocated Coal quantity is received at the TSTP Power Plant, except for the following:

i**) Diesel Price Variation:**

No adjustment will be made to the road transportation charges for the diesel price hike or reduction up to +/- Rs 5.00 per liter from the base diesel price i.e., diesel price at respective district of allocated mine as on the last date of bid submission. In case of diesel price variation (calculated based on price as on 1st of the respective month) in a month is more than +/- Rs.5.00 per liter, then adjustment to the road transportation charges shall be made as under:

P1 = P0 x (0.60 + 0.40 x (D1/D0))

P1 = Revised Road transportation rate in Rs/MT applicable for the respective month

P0 = Road transportation rate in Rs/MT discovered through bidding process

D1 = Diesel rate per liter applicable on 1st day of the respective month

D0 = Diesel rate per liter applicable on the last date of Bid Submission

Note: District wise Diesel Price for every 1st day of the month to be considered as per prices updated in given link (https://www.mypetrolprice.com)

Diesel price variation shall be applicable on monthly basis. The revised road transportation charges shall remain firm & binding for the respective month.

Example-1:

Let us say, P0 = Rs 540 per MT, D0 = Rs 94.12 per liter,

D1 = Diesel price on 1st day of the respective month of respective district = Rs 99.14 per liter

D1-D0 = 99.14 – 94.12 = 5.02 > 5.00

The revised road transportation rate in Rs/MT for the respective month shall be:

P1 = P0 x (0.60 + 0.40 x (D1/D0))

= 540 x (0.60 + 0.40 x (99.14/94.12)) = 551.52 per MT

Example-2:

Let us say, P0 = Rs 540 per MT, D0 = Rs 94.12 per liter,

D1 = Diesel price on 1st day of the respective month of respective district = Rs 96.62 per liter

D1-D0 = 96.62 – 94.12 = 2.50 < 5.00

No change in road transportation change for the respective month.

ii) **Statutory variations** (increase or decrease) on account of the change in statutory taxes & duties, change in base railway freight on a Train load basis in FOIS, on introduction of any new tax, withdrawal, or modification of any tax shall be passed through to TSTP during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

3.3 The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 2.2 above.

3. QUANTITY

The weighment of Coal shall be carried out at the TSTP Plant Site and shall be deemed to be the TSTP Receipt Quantity for the purposes of this Contract. The monthly receipt quantity, after TM correction, shall be considered as the quantity for billing purposes under this Contract. It is further clarified that the quantity of Coal received at TSTP shall be recorded in the Joint Sampling Report duly certified by TSTP and PSPCL, and a copy of such Joint Sampling Report shall be provided to the vendors for record purposes.

The Coal will be dispatched generally as per the sequence of DO lifting. The Composition of quantity in a rake against a DO will be communicated by the contractor at the time of rake loading for establishing a relationship between input & output quantity & Quality in FIFO (First In First Out Method). Bidder(s) are expected to keep the coal available through different DOs separately.

Reconciliation will be done on quarterly basis based on available TPA/Referee results at that time.

4. QUALITY

The contractor shall ensure sampling at the mining end. Third party sampling at mine end shall be done by TPSA in line with Tripartite agreement (TPA) signed between TSTP, CCL & TPSA.

In case, any TPA doesn't undertake the work of sampling & analysis at the loading end, then the grade analyzed through joint sampling by CCL/CCL Representative agency &

TSTP/TSTP representative agency (Or Contractor, if TSTP Directs the contractor for the same) will be considered as Quality delivered by CCL to the Contractor. (Subject to approval by PSPCL)

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

5. Damages for loss on account of GCV lower than Guaranteed GCV (ARB)

GCV Damages for loss shall be calculated on a monthly basis. Loss due to reduction in GCV shall be computed based on difference between weighted average GCV (ARB) of loading end as declared by TPA/Joint Sampling (as a case may be) [Guaranteed GCV (ARB)] and weighted average GCV-ARB determined at TSTP plant end for monthly received quantity.

GCV (ARB) = {(100-TM%) / (100 – Eq. Moisture)} x Eq. GCV

Where,

Eq. Moisture is Equilibrated Moisture as per TPA/Joint Sampling (As a case may be)/TSTP results.

Eq. GCV is Equilibrated GCV as per TPA/Joint Sampling (As a case may be)/TSTP results.

TM is total moisture as per TPA/Joint Sampling (As a case may be)/TSTP results.

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

- If GCV (ARB) received at TSTP is lower by 70 kcal/kg till 200 kcal/kg than [Guaranteed GCV (ARB)]:

  For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 0.50 PMT.

- If GCV (ARB) received at TSTP is lower by 200 kcal/kg till 300 kcal/kg than [Guaranteed GCV (ARB)]:

For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.00 PMT.

- If GCV (ARB) received at TSTP is lower by 300 kcal/kg and beyond than [Guaranteed GCV (ARB)]:

For every 1 Kcal/Kg decrease in GCV (ARB) below [Guaranteed GCV (ARB)], Damages for loss of INR 1.25 PMT.

The above penalty will be applied as per the methodology of income tax slab.

For Example:
Quantity Delivered: 1000 MT
TPA Reported GCV (ARB) : 4000Kcal/Kg

TSTP Received GCV (ARB) : 3670Kcal/Kg

Conditions	**Diff. in GCV ARB**	**Penalty Rate**	**Penalty Amount**
For first 70 Kcal/Kg	70	Nil	Nil
From 71 Kcal/kg to 200 Kcal/kg	130	0.50	65,000
From 201 Kcal/kg to 300 Kcal/kg	100	1.00	100000
More than 301Kcal/kg	300	1.25	37,500
Total			2,02,500

Notes:

- **Scenario -1:** In case of coal quality TPSA reports for the entire lifted quantity is available. The available reports will be considered for that month for deriving weighted average parameters.
- **Scenario -2:** In case of coal quality reports for 100% lifted quantity of the month is not available.

  Then the weighted average of the quality parameters of the available reports shall be applicable for which TPA reports are not available.

- **Scenario 3**: In case of unavailability of TPSA, Joint Sampling shall be carried out by TSTP and Coal Company,

  In case of joint sampling (as approved by PSPCL) the reports issued by coal companies shall be considered for all computation purposes.

- **Scenario 4:** In the event that no sample is collected either by TPSA or through joint sampling.

  In case of non-availability of either TPA or joint sampling by coal company the weighted average of the most recent results available against respective source and grade shall be adopted for such dispatches for which samples were not collected.

  For Scenario 1 to 4:

  For Washery Grade Coal, in case GCV is not reported by TPSA or through joint sampling, the Computation of GCV will be done by following formula:

  GCV = [154* {100 – (M+1.1 *A)} – 108 *M] / 1.8

  Where,

  GCV = Gross Calorific Value (Kilo Calories per kg) on Equilibrated Basis

  A = Ash% (Equilibrated Basis)

  M = Moisture% (Equilibrated Basis)

  GCV ARB (loading end) will be derived from this GCV as per formula provided in clause 5 above.

- **Scenario 5:** In the event that no sample is collected either by TPSA or through joint sampling, and no preceding month reports is available of the lifted quantity.

  Then the midpoint of the billed grade GCV by the Mine reduced by 300 Kcal/kg, shall be considered as final for all computation purposes.

  For Scenario 5:

  For Washery Grade Coal, the Computation of GCV will be done by following formula:

  GCV = [154 *{100 – (M+1.1* A)} – 108 *M] / 1.8

  Where,

  GCV = Gross Calorific Value (Kilo Calories per kg) on Equilibrated Basis.

  A = Average Ash% of the declared grade of coal on Equilibrated Basis as per CIL/Coal company Grade book.

  For example, for computation of GCV of Washery-IV coal grade, will be done as follows:

  Ash% of Washery-IV coal = (28% + 35%)/2 = 31.5%

M = 2.0% for all washery Grade Coal.

The above computed GCV (EQ) reduced by 300 Kcal/kg shall be considered as final for all computation purposes.

Scenario 6: In case, Coal in a rake is sourced from multiple mines/grades, loading end TM% & GCV(ARB) shall be computed on a proportionate weighted average basis.

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

Guaranteed TM for Coal received in a month: Monthly weighted average TM% of raw coal as per TPA/ Joint Sampling (As a case may be).

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

In Case of Weighted average of Total Moisture (ARB) of coal received in a month is less than the Guaranteed TM, then TM Adjusted weight shall be equal to TSTP received weight of the coal.

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

Weight Correction (MT) Quantity=

(TM (ARB) of Coal received – Guaranteed TM ARB of Coal received) x Coal received in

month/100

For Example:

Weighted average TM (ARB) % of coal received in month is 17,

Guaranteed TM in % (ARB) of Coal received = weighted average TPA TM i.e. 14,
Coal received in the month as per TSTP in-motion weighbridge = 3000 MT
Weight correction (MT) quantity = (17-14)/100 x 3000
= 90 MT

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

quantity shall be recovered from the Contractor.

Where, Railway freight is (Total freight /RR Quantity) as mentioned in Railway Receipt.

Notes:

- **Scenario -1:** In case of coal quality TPSA reports for the entire lifted quantity is available. The available reports will be considered for that month for deriving weighted average parameters.
- **Scenario -2:** In case of coal quality TPSA reports for 100% lifted quantity of the month is not available.

  Then the weighted average of the quality parameters of the available reports shall be applicable for which TPA reports are not available.
- **Scenario 3**: In case of unavailability of TPSA, Joint Sampling shall be carried out by TSTP and Coal Company,

  In case of joint sampling (as approved by PSPCL) - the reports issued by coal companies shall be considered for all computation purposes.
- **Scenario 4:** In the event that no sample is collected either by TPSA or through joint sampling.
- The weighted average of the most recent results available against respective source and grade shall be adopted for such dispatches for which samples were not collectedIn case, Coal in a rake is sourced from multiple mines/grades, loading end TM% shall be computed on a proportionate weighted average basis.

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

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

A: Total TSTP received weight = 100 MT

B: A after Excess TM adjustment: 98 MT

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

D: Incremental Railway freight incurred by TSTP & to be recovered (D) = (A-B) x C

.i.e., (100-98) X 100 = 2X100= INR 200/-

In case D<=0, there will be no obligation of either of Party on account of this Clause.

Cap on penalty shall not apply for recovery of railway freight on account of excess TM%.

8. Damages for loss on lapsed quantity of Coal

The Contractor will materialize 100% quantity of the Delivery Order within the stipulated time and in case if the said quantity is lapsed, then Damages for loss for the lapsed quantity will be 15% of the Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal of that DO.

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

No penalty on Contractor on account of lapse if lifting & delivery is stopped by TSTP due to any reason.

Example:
Quantity allotted in a month: 100 MT
Actual quantity lifted: 80 MT
Quantity lapsed: 20 MT

Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal: INR 40/MT
Damages due to lapsed quantity: (40X20) * 15% = INR 120/-

Nonetheless, no penalty shall be imposed on the Contractor for the following events:

a.) TSTP instructs the Contractor in writing not to lift the Coal for reasons including but not limited to inferior coal quality, limited availability to coal at mine, operational restrictions at TSTP plant end etc.

b.) Delay from TSTP side in issuing Purchase Order and authorization to the Contractor to lift quantity on TSTP behalf.

c.) Lower lifting due to non-availability of rakes. In this case, enough indents must be placed by the Contractor and rigorous efforts/co-ordination with the railway to be made for early placement of rakes.

d.) Force Majeure Event (as per clause no. 20 of Volume- II).

e.) Non-availability of mining pass/permit or any other statutory permission required by Coal company/railways.

f.) Law & order problems at mine end/loading area.

g.) Infrastructure constraint at the mine end in lifting and transporting coal.

9. <u>Damages for loss on Under-loading and Over-loading charges imposed by Railways for Coal rake</u>

This penalty shall be applicable on Rake-to-Rake basis as per the following:

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

Overload quantity in a rake is 10 MTPOL
1 charged in RR is 30,000 INR POL2
charged in RR is 20,000 INR PCLA
charged in RR is 10,000 INR ENHC
charged in RR is 10,000 INR
SD, ST, DS, PCS, FAUC, SD etc. charged in RR is 10,000 INR
Total Overloading Penalty is 80,000 INR
GST charges@5% on overloading penalty is 4,000 INR
Total overloading penalty including GST is 84,000 INR
50% of overloading charges is 42,000 INR.
It is clarified that sometimes the overloading charges are mentioned as Miscellaneous charges in the RR.

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

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

Case 2. In case difference between Chargeable weight & RR Net weight is more than 30 MT then the penalty shall be imposed for incremental quantity & the same will be borne by Contractor.

Underloading charges for the Rake: Freight per Tonne x ((Chargeable Weight – RR Weight+Overloading qty)-30).

Where Freight per tonne is Total Freight at actual/ Actual/Sender Weight as mentioned in RRFor Example:

Chargeable weight: 4000 MT RR

Weight: 3950 MT Overloading

Quantity: 10 MT

Freight per tonne as per RR (i.e. Total freight /RR Quantity): INR 100/-

The Damages for Underloading is: 100 x ((4000 - 3950+10)-30)

= 100 X (60-30) = 100X30 i.e. INR 3,000/-

10. <u>Damages for loss on Raw Coal shortfall quantity</u>

Recovery of Coal value for the Coal shortfall quantity for the entire quantity of the issued DO(s) under the Contract shall be computed at the time of final settlement of the Contract as per the following:

Shortfall Quantity = Total Lifted quantity - Total quantity delivered at TSTP

In case the shortfall quantity is less than One rake quantity (4000 MT) of the quantity to be delivered by Contractor, then damages at the rate of 1.1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

In case the shortfall quantity is more than One rake quantity (4000 MT) of the quantity to be delivered by Contractor, then damages at the rate of 2 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

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

Note:

a) In case the shortfall quantity is less than one rake quantity, TSTP shall endeavor to allocate additional quantity to complete the one rake quantity, at the end of the Contract (if feasible).

b) During full and final reconciliation of the Contract, in order to maximize materialization of the lifted quantity, TSTP at its own discretion may allow to consolidate the quantities lifted under various Delivery Orders (DO's) by same/different vendors into a single combined rake quantity for dispatch from a siding as selected by TSTP, subject to consent of the concerned Contractor(s) operating in the same/different tender.

c) The Contractor shall ensure to supply the complete quantity, in terms of contract,

within six (6) months from the date of issuance of last Delivery Order under the Contract. In case, the Contractor fails to supply the complete quantity within this period, TSTP at its sole discretion, may proceed further by levying the penalties applicable as per the provisions of the Bid Document.

11. Damages for loss due to foreign material and oversized coal

Any foreign material like plastic tarpaulin, sand, stones, bajri, tramp iron pieces, concrete block, wooden piece, metal sheet/wire etc. and oversized coal shall not to be loaded into the wagons failing which Damages for loss of INR 50 PMT on the particular rakeshall be deducted from the Contractor. Assessment of foreign material/oversized coal shall be done by visual inspection and to be informed to contractor through message/email communication/GPS enabled photographs.

For Example:
Foreign material received in no. of rakes in a month is 3
1 rake quantity assumed =4000 MT (will be taken actuals based on TSTP in motion weighbridge quantity)

Damages for loss due to foreign material is 50X3X4000= 6,00,000 INR

12. Liquidated Damages

The Contractor should place the indent for rakes not later than 3 days after lifting of quantity equivalent to one rake (approximately 4000 MT). Indents may also be placed in advance, if feasible.

Time period for dispatches	**Penalty**
a. Zero date	After lifting of the quantity of Coal equivalent to one rake (~4000 MT)
b. First 7 days after zero date	Nil penalty
c. > 7 and <= 14 days from Zero date.	0.5% of basic (notified) price of Coal per week delay (on pro-rata basis).
d. > 14 and <=21 days from zero date	1% of basic (notified) price of Coal per week delay (on pro-rata basis).
e. >21 and <=28 days from zero date	1.5% of basic (notified) price of Coal per week delay (on pro-rata basis).
f. > 28 days from Zero dates.	2% of the base price of Coal per week delay (on pro-rata basis).

Notes:

a) In case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for dispatch of Coal subject to the Contractor producing documentary proof of the same from the railway authorities.
b) The Contractor will ensure that there is no discrimination against TSTP in dispatch of rakes.
c) The contract shall provide the copy of indents as a proof of placement of indents to TSTP.
d) This clause is not applicable in the case dispatches are regulated (delayed dispatch) by TSTP due to any reason.
e) The above LD shall be computed with a nominal rake quantity of 4000 MT/rake.
f) No LD for delayed dispatch shall be applicable for retaining part rake quantity, unless and until the quantity available at siding reached 4000 MT for dispatches.
g) Zero date shall mean after lifting of coal equivalent to one rake quantity (~ 4000 MT).

13. LOADING POINT DEMURRAGE

Any Demurrage charges levied by Railways at rake loading end shall be borne by the Contractor. In case the same is imposed by Railways in TSTP's RR, the same shall be recovered from Contractor's Bills.

i.e., '100% of demurrage charges in RR (i.e., TC charges mentioned in RR) will be recovered from contractor.

14. Cap on Penalties

The Monthly Cap on Penalties shall be 50% of monthly service charges with taxes (GST) for respective month for Damages for loss on lapsed quantity, Liquidated Damages, Damage for loss on account of GCV lower than Guaranteed GCV, Damages for loss due to foreign material/Oversized Coal & Underloading, Overloading for Coal Rakes.

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

ANNEXURE-I : PRICE BID FORMAT

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

Line-Item No.	Area	Mines	Railways Loading siding with siding code	Road Transportation charge (INR PMT)	Applicable GST on Road Transportation Charges (%)	Road Transportation Charges inclusive of GST (INR PMT)	Coordination Charges with CIL/IR(INR PMT)	Coordination Charges with CIL/IR inclusive of GST (INR PMT)	Rail Distance from Railway siding to TSTP	Railway Freight as per FOIS for TSTP with GST (INR PMT)	Landed Cost at TSTP (INR PMT)
				A		B	C	D		E	F= B + D + E
1	Piparwar	Piparwar, Ashok									
2	North Karanpura	KDH, Dakra, Churi, Karkata, Rohini, Purandih									
3	Amprapali - Chandragupt	Amrapali									
4	Magadh-sanghmitra	Magadh									
5	Rajhara	Rajhara, Tetriakhar									
6	Barkasayal	Bhurkunda, SayalD, Urimari, Birsa, Hindegir									
7	Argada	Gidi-A, Gidi-C, Sirka, Religara									

8	Kuju	Ara, Saruber a, Kuju, Pundi, Karma, Topa, Pindra									
9	Haziribag h	Tapin (N), Tapin (S), Tapin, KUGP, Jharkha nd KOCP, Laiyo, Parej-East									
10	Rajrappa	Rajrapp a									
11	Kathara	Kathara, Jarangdi h, Sawang, GovindpurPhase-II, Govindp ur									
12	Bokaro & Kargali	Bokaro, Kargali, Karo-I & II AKK OCP									
13	Dhori	Sel. Dhori OC, Tarmi, Giridih, Amlo, Dhori OC, Kabirab a,									

		Dhori (Khas)									

Invoice shall be raised by the bidder by applying applicable GST at the time of billing.

Note: TSTP reserves the right to allocate the monthly quantity to be lifted by the Contractor(s) at its own discretion in the interest of maximum materialization at TSTP site. Party can bid for minimum 75,000 MT of raw coal per month.

Note:

- If, at any time, the wagon(s)/rake(s) are required to be covered by Tarpaulin as per the Scope of work in **Annexure -A**, then Tarpaulin Charges (A) Rs 13.48 per Metric Tonne plus applicable GST, shall be paid extra by TSTP for the payable quantity. The current applicable GST on Tarpaulin covering is 18%.
- The Bids will be evaluated on the landed price of mine wise Coal Rs. /MT (Incl. of GST) basis received at the TSTP (B+D+E).
- Base Railway Freight on train load basis (Including GST & OTC, if applicable). Any other charges including but not limited to co-user charges, shall be in Contractor's scope.
- In case of any mismatch/deviation in the Price Bid filled by the Bidders towards railway freight (D) and the freight as per FOIS, then the respective line item of the Bid shall be rejected.
- As per GST Act 2017, for services provided by GTA (Goods Transport Agency), GST on Road Transportation Charges will be paid directly by TSTP to Govt. a/c under the reverse charge mechanism @5%, and TSTP may ask the Contractor for submission of consignment note.
- Bidders must indicate the applicable GST rate for Road Transportation Charges in the above format.

a. In case the Bidder is GTA and has opted for depositing GST under forward charge, a declaration to be given by the Bidder as per Annexure-VI along with a copy of Bidder's declaration form submitted to the Jurisdictional GST Authority for FY 2025-26. In

absence of aforementioned documents, the GST @5% on Road Transportation Charges shall be paid directly by TSTP under the Reverse Charge Mechanism (RCM). Any loss suffered by TSTP due to wrong declaration/ mis-statement/ misrepresentation by the Bidder shall be recovered from the Bidder or to be borne by the Bidder and Bidder shall be fully responsible for the same. Bidders shall fully indemnify TSTP in all respects related to this.

b. In case the Bidder is non-GTA, then Bidder(s) must indicate the applicable GST rate for Road Transportation Charges as above.

c. In case the Bidder is a non-GTA and the GST for Road Transportation Charges filled by the Bidder is 5%, then if the applicable GST to be paid later on by the Contractor/TSTP is more than 5%, in that case the differential of GST shall be borne by the Contractor only.
If GTA certificate is not available for FY2025-26, then the bidder can share GTA for FY 2024-2025.

Bidder will have to quote only one siding for each area(s). Bidder shall quote the railway freight as per FOIS up to TSTP power plant for the quoted railway siding. Permission to change the loading siding may be granted solely at discretion of TSTP, subjected to condition that the payment to the contractor shall not exceed the landed cost discovered through the bidding process.

In case of change in loading siding, railway freight for the new proposed siding shall be paid as per FOIS up to TSTP Power Plant. In case of increase in the landed cost due to change of siding, the same shall be adjusted against the road transportation charges (RTC). In case of reduction in landed coal cost due to change in railway siding, the differential to be passed on to TSTP/PSPCL. In any case no increase in RTC shall be allowed to the bidder.

Taxes and Duties as per as per Clause No. 3 of Volume II.

The cost of Raw Coal including taxes and duties and Railway Freight including all taxes and other chargesas per RR in Full shall be deposited by TSTP.

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

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

We further confirm the following:

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

We further confirm the following:

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

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

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

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

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

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any

interest in this proposalor in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature:___Name:_____Designation:_Seal:

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

ANNEXURE-II: COVERING LETTER

Ref No. and Date:

Bidder's Name and Address:

To,

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

Dear Sirs,
Subject: Bid for Bidding Document No. TN/1/CM/TSTP/2026-27/R0 for Lifting and Transportation of Coal through Road-cum-Rail (RCR) mode from CCL to TSTP.

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

   We have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions covered in the Bidding Documents issued by Talwandi Sabo

Power Limited, being fully aware of nature and scope of work required.

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

2. We hereby confirm that we have submitted the following as per the provisions of the BiddingDocument:
   i. Signed copy of Bid Document as token of acceptance of the terms.
   ii. Power of Attorney/Board Resolution in favor of Authorized Signatory for signing the Bid.
   iii. Bank Guarantee No: Dated_____issued by_____(Name &Addressof issuing Bank) for Rs._____valid up to_____ _____towards Earnest Money Deposit (EMD). (*If EMD submitted through Bank Guarantee)*
   iv. Certificates / documents mentioned in Qualification requirements.
   v. Price Bid Submission form in Envelope Part-II.
   vi. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst allthe Partners.
   vii. Certificate of Annual Turnover of Bidder in preceding 3 Financial Years.
   viii. Certificate of Net Worth of Bidder as on 31.03.2025

3. We further confirm the following:-
   i. We undertake, if our Bid is accepted, to provide Bank Guarantee for Contract Performance Security, as per stipulated formats and amounts and within the time specified in the Bidding Documents.
   ii. Issuance of Letter of Intent (if required), along with signing of Agreement with the Successful Bidder subsequently only will constitute the formation of the Contract.
   iii. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that TSTP may

reject our Bid if this were to be the case.

iv. We confirm that for we or our related parties have not been blacklisted or debarred or our business dealings are not suspended by any Government entity or IPPs or by Vedanta and/or any of its subsidiaries and acknowledge and agree that TSTP may reject our Bid if this were to be the case and may take appropriate actions as per the provisions of the Bid Document clause no. 8 & 9 of Volume- 1.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 180 days from the last date of submission of Bid. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.
5. We understand that TSTP is not bound to accept the lowest or any other Bid, TSTP may receive.
6. We, hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.
7. We hereby confirm that we shall abide unreservedly with TSTP's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either TSTP's decision or its right to make such decision at any time in the future.
8. We agree to furnish any additional information and documents as may be required by TSTP to substantiate representations made by us in this Bid at all times. We also confirm that TSTP reserves the right to contact our bank and third parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
9. We confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of road transportation and rail transportation from the railway sidings to the TSTP Power Plant as appropriate for the process and we do not foresee any problem in order to comply with the requirements.

Signature____Name_ Designation_Seal

Name:
Designation:
Name of the Company:
Address of the Bidder:
Phone Nos.:
E-mail address:

ANNEXURE-III: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date:

Guarantee No.:

To,

Talwandi Sabo Power Limited
Village Banwala, Mansa-Talwandi Sabo Road,
Distt. Mansa, Punjab-151302 , India.

Dear Sir,

With reference to the LOI no./Contract no._____ for _____ (hereinafter referred as the "Contract" including any amendments and/or POs issued thereunder), entered into between:

Talwandi Sabo Power Limited, a company incorporated under the laws of India and having its registered/principal office at [address] (hereinafter referred to as "**Beneficiary**", which expressions shall include its successors and assigns),

And

_____, a company incorporated under the laws of India and having its registered/ principal office at [address] (hereinafter referred to as "**Contractor**" which expressions shall include its successors and permitted assigns).

Beneficiary and Contractor shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, as per provision of the said Contract, the Contractor is required to furnish a performance bank guarantee of INR_____ (Indian Rupee/s only) as performance security towards due and faithful performance of the Contractor's obligations under the Contract, in the manner herein contained (hereinafter referred to as "Guarantee").

We, _____[name of the bank, branch] at [address] (hereinafter referred to as "**Bank**" which expressions shall include its successors and assigns) do hereby covenant and agree with the Beneficiary as follows:

1. The Bank hereby undertakes and binds itself irrevocably and unconditionally to pay to the Beneficiary, the sum in aggregate not exceeding INR _____ (Indian Rupees only)

immediately on the first written demand signed by the authorized representative of the Beneficiary, stating that the amount claimed is due by reason of breach or default by the Contractor of any of the terms contained in the Contract and/or its ancillary contracts or failure on the part of the Contractor in discharging any of its obligation under the said Contract or its ancillary contracts.

2. The Bank undertakes to make such payment, so demanded by Beneficiary, without any demur, reservation, contest or protest, and notwithstanding any dispute, litigation or arbitration between the Parties, and without any reference to Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable to Beneficiary by the Bank under this Guarantee, without Beneficiary needing to prove, establish or to show grounds for its demand for the sum specified herein.

3. The Bank further agrees that no change, addition or modification in the terms of the Contract or of any of the Contract documents made between the Parties, shall in any way release the Bank from any liability under this Guarantee.

4. The Bank hereby, unconditionally guarantees and affirms that in order to give effect to this Guarantee, the Beneficiary shall be entitled to enforce it against the Bank as the principal debtor, in the first instance, without proceeding against the Contractor.

5. Any change in the Bank's constitution or the constitution of the Parties, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the Bank's liability or obligation under this Guarantee.

6. This Guarantee is in addition to and not in substitution of any other guarantees or securities which may hereinafter be held by the Parties in respect of or relating to the Contract.

7. Any notice, request, demand or otherwise under this Guarantee may be sent by post, courier or any other means to the Bank at its address mentioned above.

8. This Guarantee shall come into force from the date of issue of this Guarantee and shall remain in full force till [6 months/1 year] from the expiry/end date of the contract or the warranty period, whichever is longer ("Claim Period"). All claims under this Guarantee shall be made till the last date of Claim Period, provided that the obligations of Bank and the rights of Beneficiary under this Guarantee shall continue to be valid till such time all claims made during the Claim Period are not discharged in full by the Bank and the Guarantee will come to an end when all claims are fully and validly discharged by the Bank.

9. Should it be necessary to extend the validity of this Guarantee beyond the said date, the Bank undertakes to extend the period of the Guarantee on the written request of Beneficiary, till such time as may be mutually agreed between the Parties. We further agree that this Guarantee shall not be revoked by the Bank at any time during its currency without the previous consent of the Beneficiary in writing accompanied by Original Bank Guarantee. The Bank further agrees that it shall not entertain any request/representation from the Contractor for revoking this Guarantee and/or not making payment to the Beneficiary for any reasons whatsoever.

10. Notwithstanding anything contained hereinabove:
    i. The Bank's liability under this Guarantee is restricted to INR _____ (Indian Rupees ___only).
    ii. This Guarantee shall remain valid up to the Claim Period.
    iii. The obligations of the Bank and the rights of Beneficiary under this Guarantee shall continue to be valid till such time all claims made during the Claim Period are not discharged in full by the Bank and the Guarantee will come to an end when all claims are fully and validly discharged by the Bank.
    iv. Unless a claim in writing is lodged with the Bank within the Claim Period, all the rights under this Guarantee shall stand forfeited and the Bank shall be released and discharged from all liabilities under this Guarantee.

THIS GUARANTEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS APPLICABLE THROUGOUT THE TERRITORY OF INDIA AND SHALL BE SUBJECT TO THE JURISDICTION OF THE COURTS IN MANSA, PUNJAB,, INDIA.

SIGNED AND DELIVERED this ___ day of ____ 2026.
For and on behalf of
Bank :
Address:
_____
(AUTHORISED SIGNATORY OF BANK)

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

ANNEXURE-IV: CERTIFICATE FOR SUPPLIES OF QUANTITIES

(To whomsoever it may concern)

REF NO: DATED:

To,

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

Sub: Bid for Transportation of Coal from mine to TSTP Plant through Road cum Rail (RCR) Mode from Coal Company for Bid Document TN/1/CM/TSTP/2026-27/R0

Dear Sir,

This is to certify that, M/s____(Name of Bidder) have transported and / or handled coal (Please stroke out whichever is not applicable) to us as per details given below:

S. No	Requirement	Period of Supply (From-To)	Quantity (MTPA)	Po No./Work Order No.
a.	Experience in transportation of coal in RCR mode			

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

(Signature of Authorized Person With Name, Designation & Complete

Address)PLACE:_ _____DATE:

Note:

1. *Strike off whichever is not applicable

ANNEXURE-V: FORMAT FOR ANNUAL TURNOVER

(On Letter Head of Statutory Auditors)

Ref No. Date:

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

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 4.3 of Volume I* of Bidding Document, we hereby furnish the following details:

We, (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand- alone basis during the preceding Three (3) financial years as on the last date of Bid submission is not less than INR 80 Crores (Indian Rupees Eighty Crores only) or in equivalent foreign currency. Also, our Net worth as on 31.03.2025 is not less than 10 crores (Indian Rupee Ten Crore only). In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

Sr. No,	**Financial Year**	**Average Annual Turnover in INR Crores**
1.	2022-23	
2.	2023–24	
3.	2024-25	
4.	Average for three Financial Years mentioned above	

Net Worth as on 31.03.2025 _____

The bidder can submit the audited documents for FY25-26 also if available.

Date: Signature:

Place:

Name:

Designation:

Seal of Firm

Note:

1. Documentary evidence like Annual Reports, Audited Financial Statements for preceding Three financial years from the last date of Bid submission to be enclosed.
2. This certificate should either be countersigned by Auditors or may be issued by Auditors on theirLetter head.

ANNEXURE-VI: UNDERTAKING BY GOODS TRANSPORT AGENCY

Form for exercising the option by a Goods Transport Agency (GTA) for payment of GST on the GTA services supplied by him under the forward charge mechanism

I/We (Insert Name of Authorized Signatory) of (Insert Trade Name or Legal Name of the Vendor) do hereby declare:

1. That we are Goods Transport Agency (GTA) as defined in Clause (ze) of Notification No.12/2017-Central Tax (Rate) dated 28.06.2017.

2. That we will issue consignment notes to TSTP which will be presented along with our invoices.

3. We have registered and do hereby undertake to pay GST at the rate of (insert GST rate) on the GTA services in relation to transportation of goods supplied by us during the FY 2025-26 under the forward charge in accordance with section 9(1) of the CGST Act, 2017 and to comply with all the provisions of the CGST Act, 2017 as they apply to a person liable for paying the tax in relation to supply of any goods or services or both;

4. I understand that this option shall not be allowed to be changed within the validity of the Bid Document.

5. That in case any loss is suffered by TSTP due to any mis-statement/ misrepresentation done by us, we shall be fully responsible and shall indemnify TSTP in all respects for it.

Legal Name:
GSTIN:
PAN No.:

Signature of Authorized representative:

Name of Authorized Signatory:

ANNEXURE VII: DECLARATION OF RELATED PARTIES

To,

The Chief Commercial Officer

Talwandi Sabo Power Limited

Talwandi Sabo – Mansa Road Village- Banawala,

Distt- Mansa Punjab-151302

Sub: Declaration of Related Party for Bid Document TN/1/CM/TSTP/2026-27/R0

Dear Sir,

We hereby declare that following organizations are our Related Parties having common control/ ownership.

Name of the Related Party	Ownership/ Control details	Holding / Associate / Subsidiary Company

We also confirm that beyond the parties mentioned in table above, we / they have no controlling relationship with any other party participating in the bid process.

In case any information mentioned hereinabove is found incorrect / false, which may be

discovered/ revealed during the validity of the Bid / Contract, TSTP may at its liberty may

forfeit/ encash the EMD/ CPS deposited by us. Also, the Contract/ Purchase Order, if awarded, may be annulled with no liability to TSTP. TSTP may also take other actions as

appropriate including blacklisting and debarring us from current and future participation in

tenders issued by TSTP.

Thanking you,

Yours faithfully

For ……

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:

Date:

Place:

ANNEXURE VIII: Scope of Work – Implementation and Integration of GPS-Based End-to-End Monitoring System for Road Coal Supplies (CIL Notice no. CIL/M&S/2026-27/123 dated 30.10.2026)

Subject: End-to-End Monitoring of Road Supplies to Power Houses w.e.f. 01.04.2027 – Integration of Systems of Coal Companies and Power Houses

1. Background and Objective:

In accordance with the requirement to implement an end to end system - monitored road evacuation mechanism for coal supply to Thermal Power Plants with 100% despatch through the Integrated System w.e.f. 01.04.2027, the following modalities have been approved by the competent authority.

The prescribed arrangement requires integration of the systems of Coal Companies (Sellers) with the existing end-to-end vehicle tracking systems of Power Houses (Purchasers). The integrated arrangement is intended to provide visibility of the movement of each truck from the designated coal loading point to the designated unloading point, including recording and approval of transit exceptions.

This SOP lays down the operational, technical and administrative procedure for implementing the integration, covering dispatch information, GPS-based vehicle tracking, geo-fencing, delivery confirmation, exception reporting and consumer approval.

2. Scope and Applicability:

For coal lifted by any Powerhouse through Road mode, from the despatch point (Road Weigh-Bridge) to the unloading point (Power Stations, washery, good-shed etc.,), a GPS-based vehicle tracking system integrated with geo-fencing/similar technologies shall facilitate end-to-end visibility, movement monitoring and verification of delivery.

Any exceptions during transit, including route deviations, unauthorised diversions, stoppages or deviations from the designated unloading point, shall be duly recorded in the system. Such exceptions shall be reviewed and explicitly approved by the concerned consumer. A trip involving exceptions shall be considered valid only after the consumer's approval is recorded in the system. Till such time the approval is awaited, fresh despatch of coal shall be kept in abeyance.

Accordingly, all Coal Companies shall inform all the respective Power Houses for installation of end-to-end vehicle tracking systems for Road despatches. The systems of Coal Companies shall be integrated with the existing tracking systems of the respective Power Houses, wherever available, to facilitate seamless exchange of vehicle movement and delivery-related information.

The required system integration is to be completed on or before 31.03.2027, to facilitate end-to-end monitoring of all Road supplies to Power Houses from 01.04.2027.

Non-compliance with the above requirement shall lead to suspension of coal supplies to the concerned Powerhouse by Road Mode from 01.04.2027 until the required system integration is established.

1. Proposed System Integration Architecture

Interface	Data flow	Purpose
Dispatch Data Interface	Coal Company → Customer	CIL shall provide Unique No., Sales Order No., Dispatch Date and Weighment Time.
GPS Tracking & Exception API	Customer → CIL Portal	Customer shall provide periodic GPS location data and movement-related exceptions.
Coal Receipt Confirmation API	Customer → CIL Portal	Confirms customer-end arrival, weighment against the reference data

Note:

Responsibility principle: The Power House shall remain responsible for the operation, maintenance and monitoring of its GPS tracking arrangement fitted on the vehicles of consumer/deployed on behalf of consumer, including GPS device availability, connectivity and transmission of tracking information. The Coal Company shall receive and use the information through the integrated interface. System integration shall not transfer responsibility for operating the purchaser's GPS infrastructure to the Coal Company.

4. Roles and responsibilities

Stakeholder	Key responsibilities
CIL Headquarters	Issue SOP, coordinate with subsidiaries, monitor implementation progress and review compliance.
Coal Company/ Subsidiary Headquarters	Coordinate with Power Houses, arrange ERP integration, nominate nodal officers, monitor integration readiness and resolve issues.
Coal Company Area / Loading Unit	Shall ensure regular reviewing of receipt of coal at Customer's premise. In the event of any trip involving exceptions, the same shall be considered valid only after the consumer's approval is recorded in the system. Till such time the approval is awaited, fresh despatch of coal shall be kept in abeyance.
Power House / Purchaser	Provide tracking-system details, facilitate integration, ensure GPS tracking of deployed vehicles, provide delivery information and review/approve exceptions. Facilitate API connectivity, GPS data transmission, geo-fence configuration, exception generation and technical support, under the Power House's responsibility.
ERP / IT Service Provider	Develop, configure, test and maintain the required interfaces and system-level validations.

5. Detailed operational procedure

5.1 GPS-based vehicle tracking and geo-fencing

After dispatch, the purchaser's GPS tracking system shall capture and transmit the movement of the vehicle from the designated loading point to the designated unloading point.

The GPS system shall support:

1. Every customer shall ensure that all trucks deployed for lifting coal are equipped with functional GPS tracking devices capable of generating and transmitting vehicle-location information preferably a GPS Version AIS 140 or better.

2. GPS devices shall be capable of transmitting the vehicle's latitude, longitude, date, time, speed and other prescribed tracking parameters.

3. Customers shall ensure uninterrupted operation of GPS devices throughout the journey from the loading premises to the designated unloading destination.

4. Customers shall ensure that the GPS tracking system is capable of transmitting the prescribed tracking information and movement-related exceptions to the CIL through standardised APIs.

5. Any GPS failure, disconnection, tampering or interruption in data transmission shall be the responsibility of the customer and shall be reported through the prescribed mechanism.

   The GPS device specification should explicitly include Dual SIM with Connectivity 4G or higher, to improve network availability and reduce tracking interruptions during transportation across areas where coverage of one telecom operator may be weak or unavailable.

Data to be made available by Coal Companies to customers

For every truck dispatch, the following information shall be made available to the concerned customer through the prescribed interface/API or customer access facility.

Sl. No.	Field	Description	Datatype
1	Unique No.	Unique reference number for an individual truck dispatch/weighment transaction	VARCHAR (30)
2	Sales Order No.	Relevant SAP Sales Order number	VARCHAR(10)
3	Vehicle Registration No.	Truck registration number	VARCHAR (15)
3	Dispatch Date	Date of dispatch	DATE (YYYY-MM-DD)
4	Weighment Time	Time of completion of dispatch weighment	Timestamp ISO 8601 with time-zone offset

Consumer in return shall provide the following details through the APIs.

5.1.1 Periodic GPS tracking data

The customer/GPS service provider shall transmit periodic tracking information through API at the prescribed frequency.

Sl. No.	Field	Description	Datatype	Mandatory
1	Unique No.	Dispatch transaction reference provided by Coal Company	VARCHAR(30)	Yes
2	Sales Order No.	Sales Order Number	VARCHAR(20)	Yes
3	Despatch Date	Date	DATE (YYYY-MM-DD)	Yes
4	Vehicle Registration No.	Truck registration number	VARCHAR(15)	Yes
5	GPS Device ID	GPS device identification	VARCHAR(30)	Yes
6	Latitude	Current latitude coordinate	DECIMAL(10,7)	Yes

7	Longitude	Current longitude coordinate	DECIMAL(10,7)	Yes
8	GPS Timestamp	Date/time when location was recorded	TIMESTAMP (ISO 8601 with time-zone offset)	Yes
9	Speed	Vehicle speed in km/hour	DECIMAL(6, 2)	Yes
10	GPS Status	Valid / Invalid / No Signal	VARCHAR(15)	Yes
11	Heading/Direction	Direction of vehicle movement in degrees	DECIMAL(5, 2)	Yes
12	Server Received Timestamp	Time at which CIL portal receives the data	TIMESTAMP (ISO 8601 with time-zone offset)	Yes

5.1.2 Examination and approval of exceptions by the Power House:-

The customer shall transmit exception information through a separate API.

All GPS exception must be properly codified. Standard Codes to be used is given below:

Exception Code	**Exception Category**	**Description**
GPS01	GPS Disconnection	GPS device has stopped transmitting location data
GPS02	GPS Power Failure	Power supply to GPS device has been interrupted
GPS03	GPS Tampering	Device tampering/removal detected
MOV01	Route Deviation	Vehicle has deviated from the expected route

MOV02	Prolonged Stoppage	Vehicle has remained stationary beyond prescribed time
MOV03	Unauthorised Halt	Vehicle has stopped at an identified unauthorised location
MOV04	Unexpected Movement	Movement inconsistent with the dispatch journey
DEL01	Delayed Arrival	Vehicle has not reached destination within expected time
DEL02	Journey Interruption	Journey interrupted due to breakdown, accident or other reason
API01	Data Transmission Failure	Tracking data could not be transmitted to the CIL interface

The following procedure shall be followed for handling exceptions:

1. An exception shall be generated or reported by the purchaser's GPS tracking system and transmitted to the Coal Company's system.
2. The concerned Power House shall examine the exception, including GPS history, route details, location and duration.
3. The authorised officer of the Power House shall explicitly approve or reject the exception in the system.
4. The approval/rejection status, remarks, approving authority and approval timestamp shall be recorded and made available to the Coal Company.
5. Where an exception is rejected or further clarification is required, the case shall remain open until the required action is completed.
6. The trip shall be treated as valid only after the purchaser's approval of the exception is recorded in the system.

The following fields shall be transmitted for each exception:

Sl. No.	Field	Description	Datatype
1	Unique No.	Dispatch transaction reference	VARCHAR(30)
2	Sales Order No.	Sales Order Number	VARCHAR(20)
3	Despatch Date	Loading Date/Weighment date at Coal Company End	DATE (YYYY-MM-DD)
4	Vehicle Registration No.	Vehicle against which exception is raised	VARCHAR(15)
5	GPS Device ID	Device associated with the vehicle	VARCHAR(30)
6	Exception ID	Unique exception reference generated by customer/provider	VARCHAR(30)
7	Exception Code	Category of exception	VARCHAR(15)
8	Exception Description	Brief details of the event	VARCHAR(255)
9	Exception Start Time	Time when exception commenced	TIMESTAMP (ISO 8601 with time-zone offset)
10	Exception End Time	Time when exception ended, where applicable	TIMESTAMP (ISO 8601 with time-zone offset)
11	Latitude	Location of exception	DECIMAL(10,7)
12	Longitude	Location of exception	DECIMAL(10,7)
13	Duration	Duration of stoppage/disconnection, where applicable	INTEGER (Minutes)
14	Severity	Critical / Major / Minor, as prescribed	VARCHAR(10)
15	Remarks	Explanation provided by customer/provider	VARCHAR(500)
16	Exception Status	Open / Resolved / Closed	VARCHAR(15)
17	Reported Timestamp	Time of transmission to CIL portal	TIMESTAMP (ISO 8601 with time-zone offset)

The customer shall ensure timely transmission of exception information and subsequent updates regarding restoration or resolution through API itself.

5.1.3 Customer-end delivery confirmation to CIL through API.

A trip involving any exception shall not be treated as valid merely on the basis of GPS arrival or delivery confirmation. Explicit approval of the concerned Power House must be recorded in the integrated system as Trip Open/Trip Closed.

Sl. No.	Field	Description	Datatype
1	Unique No.	Unique reference number for an individual truck dispatch/weighment transaction	VARCHAR(30)
2	Sales Order No.	Relevant SAP Sales Order number	VARCHAR(20)
3	Vehicle Registration No.	Truck registration number	VARCHAR(15)
4	Dispatch Date	Date of dispatch/Loading	DATE (YYYY-MM-DD)
5	Weighment Time	Time of completion of dispatch weighment	TIMESTAMP (ISO 8601 with time-zone offset)
6	Gate Entry Date	Entry Date at Customer Premise	DATE (YYYY-MM-DD)
7	Gate Entry Time	Entry Time at Customer Premise	TIMESTAMP (ISO 8601 with time-zone offset)
8	Received Quantity	Quantity weighment at Consumer Premise	DECIMAL(13,3)
9	Remarks	Trip Open/Trip Closed	VARCHAR(500)

A trip shall be eligible for closure after:

- Dispatch details have been successfully transmitted.
- GPS tracking information is available for the journey, subject to recorded exceptions.
- The vehicle's arrival at the designated destination is recorded.
- Customer-end delivery confirmation is received.
- All reported exceptions, if any, have been explicitly approved by the purchaser.

In case API infrastructure facility is not available at Powerhouse end, the relevant GPS information along-with exceptions are to be sent to the concerned Mine authorities of the coal company through any other electronic means mutually agreeable between the Coal company and Consumer.

Data Preservation: Due to the large volume of data—including vehicle GPS tracking records—only open exception cases shall be retained for record-keeping. Clear or closed cases shall be flushed from the database after a period of 4 days.

ANNEXURE-A: Scope for Tarpaulin Covering

The scope of work includes but is not limited to-

1) Covering of loaded wagons of TSTP coal rakes with good quality tarpaulin & ropes for covering after completion of loading as per Railway standards/TSTP requirements & after prior consent taken from TSTP by email. Tarpaulin of GSM greater than 80 need to be used/quoted by the parties as the distance between coal mines & TSTP Plant is more than 1000 Kms.
2) Damaged/torn tarpaulins & ropes shall not be used.
3) The Contractor shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
4) The Contractor shall provide adequate size of tarpaulin for full covering of wagons on top side.
5) Supply of Tarpaulin shall be on returnable basis. Price bid by bidders to be given considering return of tarpaulins.
6) Contractor to follow and fulfil safety compliances to ensure safety of resources and workers deployed for covering tarpaulin at coal rakes. Contractor to issue all necessary equipment and PPEs to ensuring safety. If Contractor fails in following safety compliance and avoiding any harm/accidents at loading point during the practice, TSTP will not be responsible and TSTP may terminate the Contract at the same instance.
7) Contractor to comply all necessary requirements by any Statutory bodies including Pollution Control Board, Government authority, Indian Railway or any other agency as required.
8) Cost of mobilization & de-mobilization of tarpaulins, manpower etc. shall be in the Contractor's Scope.
9) Lodging, boarding and conveyance of workmen shall be in the Contractor's scope.
10) Contractor to ensure covering all rakes without fail at any point of time during the duration of the agreement.
11) The Owner shall not be responsible for any damage, loss or pilferage of tarpaulin during handling at the loading/unloading point or during transit.
12) The Contractor shall ensure removal of used/unused/excess tarpaulins from the loading / unloading point.
13) Contractor to start service within 5 days of signing of the Contract and issue of

validPurchase Order & NTP (Notice to Proceed) whichever is later. In case, Railway /CCL doesn't allow for start of Tarpaulin covering after clearance from TSTP, Contractor to inform the same within 24 hours & no penalty shall be applicable.

14) Any penalty levied by CCL or any other agency for non- covering of the rakes shall be borne by the Contractor to the extent to Contract value of the charge of tarpaulin covering from this Contract.

15) Bidder to provide self- certification on the GSM of tarpaulin used at the time of billing. Further, TSTP can cross check the GSM of tarpaulin any time. In case any discrepancy found in GSM then no payment against Tarpaulin covering of that particular rake will be paid by TSTP.

***Note:**

- **Contractor shall well in advance intimate TSTP before start of covering of wagons with Tarpaulin for transportation of coal to TSTP Power Plant and only start covering of wagons after prior consent is received from TSTP by email/letter.**

- **If, at any time, the wagon(s)/rake(s) are required to be covered by tarpaulin as per the scope of work, then Tarpaulin charges (A) @ Rs 13.48 per Metric Tonne plus GST, shall be paid extra for the payable quantity.**