

JAIPRAKASH POWER VENTURES LIMITED

Tender For

Transportation & Logistic Support

For

Supply of coal at Jaypee Group Thermal Power Plants at Nigrie, Bina & PPGCL (Bara)

TENDER DOCUMENT NUMBER	JPVL/HO/Fuel Cell/2019
DATED	01-08-2019
BID SUBMISSION DATE	31-08-2019

COMPANY reserves the right to amend the above schedules.

1.0 General

Jaypee Group (Company) wish to invite quotes from established service providers (CHA's) for the “, Transportation & Logistic Support of Coal from NCL/SECL/CCL/BCCL/WCL mines to loading siding, loading supervision, security coordination from loading point to unloading point (Plant siding)” for following three power plants of the group for the period of one year from the date of Letter of Award

- a) Prayagraj Power Generation Company Limited (PPGCL)
- b) Jaypee Bina Thermal Power Plant (JBTPP)
- c) Jaypee Nigrie Super Thermal Power Plant (JNSTPP)

1.1 Jaypee Group is procuring coal for the Above three plants by way of

1.1.1 FSA with NCL for Prayagraj Power Generation Company Ltd.

1.1.2, FSA with CCL & SECL for Jaypee Bina Thermal Power Plant

1.2.3 'Special Forward' & Spot E-auction, additional allocation made by Coal Companies against FSA and also from open market for all the above three plants.

Coal Handling Agent (CHA) scope will be **Coordination with coal company, Transportation of Coal from Mines to Loading Siding (to be selected by CHA in consultation with the Company), Loading Supervision, Security & Coordination from Loading Point to Unloading Point (plant siding). Supervision and coordination with Third party sampling agency, Collection & delivery of company sample to respective plant site & ensuring quantity and quality of coal as per agreed terms and conditions.**

1.2 **Unloading siding Codes of respective plants are as below:**

- a. **PPGS** for Prayagraj Power Generation Company Limited (PPGCL)
- b. **JBTS** for Jaypee Bina Thermal Power Plant (JBTPP)
- c. **JPVN** for Jaypee Nigrie Super Thermal Power Plant (JNSTPP)

1.3 Interested agencies are requested to offer their best quotes for the scope of work defined in this document. Selection of siding for loading of coal is choice of CHA (in consultation with the Company).

1.4 Preference would be given to the CHA's who are willing to finance the coal value as per MSQ/allocation.

[Example: As and when coal is procured under Special Forward E-auction or by way of allocation, willing CHA has to deposit the total coal value including EMD, if any, to the finance department of the Company as per MSQ as coal security amount, and

same would be reimbursed, rake by rake as the coal reaches at the plant. Details and modalities can be discussed at the time of issue of LOA].

- 1.5 **Minimum Coal Security Deposit** amount to be fixed based on LOA volume; however, minimum amount would be landed cost of one rake load of coal.
- 1.6 Some of the mines are listed at **Annexure-I**, (CHA can add more mines and loading sidings, as well, which might come in operation in near future).
- 1.7 CHA to indicate road distance from mine to selected Railway siding (preferably 'C' class siding wherever possible).
- 1.8 For each grade of mine CHA/bidder has to quote their best assured ARB and Equilibrated GCV, maximum TM% to be considered for weight adjustment of received coal at plant for monsoon and post monsoon period. Rakes loaded and reached at plant from July to September would be considered as monsoon period. All such details are filled in Annexure-I and enclosed in separate sealed envelope at the time of submission of bid.

2.0 Validity of Bid

The Bid shall be valid for a period of 90 (ninety) days from the last date of submission of Bid.

3.0 Closing Date

Submission of the Tender shall be made **on or before 31.08.2019**. Such date is hereinafter referred to as the Closing Date.

4.0 QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the Bidder	Document required to be submitted
Technical Qualification requirement	(i) Logistics experience in Transportation of coal from mines / sidings to the Plants. The Coal Companies involved are NCL/CCL/BCCL/WCL/SECL , etc. and their mines	3 years	(a) Copy of work orders or Experience certificates (b) Self-certified copies of PO / Work Orders.
	(ii) Experience in coordination with Railways	3 year	
	(iii) Experience in coordination with Third Party sampling and Testing Agencies like CIMFR, etc.	1years	
	(iv) Minimum Quantity handled in a year	10 L MT/year	
Financial Qualification Requirements	(i) Annual Turnover of Bidders in any one of the 3 last Financial years including FY 18-19	Rs. 30 crore	Turnover and net worth duly certified by Statutory Auditors In favour of "Jaiprakash Power Ventures Ltd.", payable at New Delhi
	(ii) Net worth of Bidders in any one of the 3 recent financial years	Rs. 5 crore	
	(iii) Earnest money with Bids	Rs. 25 lakh by DD / banker cheque	
	(iv) Furnishing a Bank guarantee with validity till 3 months after completion of contract period	Rs. 2.5 crore	

Notes:

- 4.1 **Bidding through Consortium** or Joint Venture: Not Allowed
- 4.2 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 declaration to this effect duly self certified.
- 4.3 Company reserves the right to reject any Bid without assigning any reason.

- 4.4 A Bidder can bid for multiple mine-siding combinations; however, only one price bid for a single mine-siding combination can be submitted by a Bidder.
- 4.5 The bidder should be able to submit authentic supporting documents for proving their credentials at any time before finalization of tender against the qualifying requirements specified.

5.0 SCOPE OF WORK

Detailed activities to be performed by the contractor are as under:

5.1 Allocation of coal:

- a) CHA to track and update COMPANY for any coal offered by subsidiary company of Coal India Limited to IPPs, assist in documentation like submission of requisition letter, getting the allocation letter issued, tracking ROM coal payments etc.
- b) In addition to the sources from where Coal Company offers coal, CHA will coordinate with Coal Company to arrange offer from other preferred sources to COMPANY.
- c) COMPANY will process the coal payment through RTGS to Coal Company's account based on the estimated ex-colliery value of ROM Coal. CHA to assist COMPANY in resolving the issue related to price, receipt of payment to Coal Company account etc. CHA to ensure the issuance of Delivery order/Release order and ensure the coal availability of same.
- d) CHA to undertake the due diligence of the coal quality available for lifting from the sources allocated by Coal Company, to ensure that only committed quality coal is secured and lifted.
- e) CHA has to ensure that before coal is loaded into rail rake, coal should be maximum (-) 225 mm size or the size as committed by Coal Company (if it is less than -225 mm).

5.2 Transportation:

- a) Post issuance of Delivery order/release order, CHA shall take delivery of ROM Coal of appropriate quality and size of the coal on behalf of COMPANY and ensure complete lifting within the stipulated period.
- b) CHA to arrange at its own cost the enabling resources like equipment required for lifting of coal from designated stock as indicated and directed by Coal Company(s), trucks/tippers for transportation of coal from Coal Company to Railway loading siding, coal unloading equipment/arrangement at Railway siding & equipment for loading of coal into rakes.
- c) CHA on behalf of COMPANY shall validate/sign the weighment sheet as well as daily LR (truck receipt) summary statement issued by Coal Company. CHA shall collect the delivery challan/ Invoices and arrange to send on daily basis in soft copy and submit in original for the week's lifting at respective plant office of The COMPANY. Weekly report should have siding wise, Grade wise lifted coal stock

yet to be dispatched details to respective Power Plant.

- d) CHA will ensure that copy of Coal Company Invoices (tipper/day/month wise as per the prevalent practice) lifted against the release order is available on the next working day and also arrange to provide the excel summary of invoices for daily lifting. The summary should be reconciled prior to sending to COMPANY on daily basis. In case of any mismatch between the actual lifting and invoicing or in any other issues, CHA has to ensure the correction of the same so that filling of return/any other statutory compliance can be ensured timely.
- e) In general, all documentations related to transportation and incidental activities in the scope will be primarily carried out by the CHA. COMPANY will support as appropriate.
- f) CHA to arrange for the transportation of coal lifting by road mode from mines to loading Railway siding and stacking the same at Railway siding without being mixed with any foreign material /impurities so as to maintain the coal quality.

5.3 Indenting

- a) CHA shall assist COMPANY in submitting the Railway Programme as per the lifting pattern and on submission of the same, CHA shall coordinate with RAILWAYS/appropriate authority for sanction of Railway program from office of Director Railway movement Kolkata. Weekly statement of issued EDRM against each DO's is to be sent to The Company's plant office.
- b) CHA shall submit adequate number of indents as per sanctioned programme for placement of empty rakes within the valid period for complete materialization of coal without lapsing of any quantity or sanctioned programme. Revalidation of any lapsed EDRM is to be revalidated by the CHA at his own cost. Non supply/delay in supplying of coal on account of lapsed EDRM will attract additional penalty.
- c) CHA shall load into the wagons on train load basis and take care the incidents of overloading and under loading to minimize the extra freight charges. All overloading or under loading freight charges will be to CHA account. To the extent possible, CHA shall try and get NHL/N-BOX rakes which are in good condition however, coal supply to JPVN can be considered in BOBR rakes after confirmation from plants Nodal Officer.
- d) CHA has to ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior to loading COMPANY's consignment.
- e) The CHA shall ensure that damaged Wagons/sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distances. Efforts to be made to avoid loading such wagons by bringing to the notice of Rail authorities prior to loading of coal. CHA has to get such wagons declared as sick wagons and ensure that no coal be loaded in such sick wagons. In case there are more than TWO sick wagons in a single rake, CHA has to ensure to get the empty rake or wagon replaced before loading.

- f) CHA shall co-ordinate regularly with Railways to monitor the working conditions and calibration of weighbridges.
- g) Any demurrage, penalties and extra charges, (if any), will be on to the CHA's account.
- h) CHA to collect the RRs from Railway authorities and to arrange for handing over of the same to COMPANY's Nodal Officer and email the readable scan copy immediately so that at least the scan copy is inevitably made available with COMPANY before the rake reaches at Power Plant. RR copy generated through FOIS is also accepted for all purposes.
- i) CHA to comply with all the formalities, modalities & legal issues of Coal Company, RAILWAYS, Environments conditions, National Green Tribunal (NGT), State Government and all applicable laws of land from time to time and will indemnify COMPANY against any default whatsoever.
- j) At each loading siding CHA will have to deploy adequate dozer (D155 or equivalent) and ensure crushing so that big size coal gets crushed/broken. No coal more than -225 mm sized to be loaded into rakes.
- k) At the unloading end CHA will deploy their representative to witness the weightment and ensure that each coal wagon is emptied completely.

5.4 Monitoring

- a) The CHA shall take measures to avoid the diversion/hold ups of the rakes en-route.
- b) CHA shall track the movement and keep a record of each rake till placement at designated delivery point. CHA for its own interest may provide escorts to monitor the movement.
- c) CHA shall keep a record and track of sick wagon and shall arrange to mobilise the same with subsequent consignment. CHA shall assist COMPANY in filling the claim of sick wagon so as to ensure timely receipt of the consignment. Loss to COMPANY due to sick wagon(s) has to be borne by CHA if claim with Railway is not settled within six months of any such wagon detached by the Railway en-route. Coal cost of such wagons would be put on hold for six months till the detached wagon received at plant.
- d) CHA to supervise proper loading of rake on train load basis and monitoring the transportation of rake up to COMPANY so as to minimize the losses including but not limited to transit loss.
- e) CHA to ensure control on over size coal, so that it is not over 225mm in significant quantities. If need be, CHA shall arrange for crushing of coal before the same is loaded onto Railway rakes at its own expenses.
- f) CHA has to assist COMPANY in reconciliation between Coal Company and COMPANY for the advance paid by COMPANY and coal value billed by Coal Company related to the supplies under the contract.

- g) CHA shall be responsible for monitoring the weighment of rakes at/near loading siding and will ensure accuracy of the weighment.
- h) While rakes are in transit, the CHA will keep on updating COMPANY on movement of rake from the loading siding till the rake reaches the destination i.e. COMPANY siding and further as the rake reaches COMPANY plant siding, the CHA will assist in identification of rake with nomenclature along with wagons as per copy of RR. Any missing wagon to be reported to COMPANY and CHA will endeavour to keep close track and coordinate with Railways to get the delivery of missing wagon to COMPANY at the earliest.
- i) A manager level person from CHA has to be posted in colliery/siding to coordinate entire activity.
- j) In case of any dispute with CIL/ Coal Company/ RAILWAYS regarding payment, claim, commercial issues etc., CHA shall assist COMPANY in taking up and resolving this matter with concerned department.
- k) CHA has to provide sufficient manpower strength, for monitoring Coal quality & Dispatches from Mines to Sidings in trucks. The persons deputed shall be in contact with & shall take instructions/ guidance from COMPANY team.
- l) Any other incidental activities required to complete the scope of work as per this work order, the same has to be carried out by the CHA without any additional service charge.
- m) Unless explicitly agreed to by COMPANY, transshipment of coal is not permitted and will be treated as a material breach of contract. CHA has to transport the coal directly from mine stock pile to the Railway siding for loading in to rake.
- n) Payment to Coal Company for coal value and payment to Railways for Railway freight (wherever E-freight agreement is already signed) will be directly paid by COMPANY. However, for other such sidings where E-freight agreement does not exist, CHA has to arrange the rail freight and same will be reimbursed to CHA based on scan copy of RR received by the Plant.

5.5 Supervision / Witnessing of Third Party sample collection, preparation and analysis by CIMFR / other appointed agencies at loading end

- (i) Sampling and analysis work is to be carried out by CIMFR or any other 3rd party agency out of CIL recommended list. It will be responsibility of the Coal Handling Agent to coordinate at mine loading end with the CIMFR/3rd party to collect customer's sample, follow up of analysis, filing of claim if any and getting the due refund from the coal company on account of lower GCV value.
- (ii) The Customer's samples should be collected from CIMFR (or any other 3rd Party) and sent by Courier / Speed Post to the concerned Plant Nodal Officer. The arrangements of transportation, Courier / Speed Post, etc. has to be made by the CHA including storage of collected sample at the loading end till dispatch.
- (iii) The CHA is required to ensure delivery of samples at the Plant / loading end within 7 days from the date of preparation of sample by CIMFR

- (iv) The CHA on behalf of the Company would monitor the status of Reference samples with CIMFR. The CHA will represent all the Company plants in the various meetings by CIMFR on Reference sample with respect to coding / decoding of Reference samples involved at Coal Company / CIMFR Offices.
- (v) Whenever the Plants invoke for Referee sample testing, the process should be coordinated by CHA with CIMFR and test labs of CIMFR for ensuring that the invoked referee sample is tested.
- (vi) The CHA should coordinate with CIMFR in ensuring that the test results of loading end sample including the results of Referee samples are communicated to the Nodal Officer at Station for further actions.
- (vii) The CHA should ensure that Refund / Credit Notes for Grade Slippage (if any) based on the CIMFR's test results for each of the Station are followed up with Coal Companies and received within reasonable time., The CHA should assist stations in reconciliation with Coal Companies on regular basis.
- (viii) Any other activity envisaged during the whole process of third party sampling / testing / reconciliation of credit note etc. would also be in the Scope of the CHA.

5.6 Reconciliation of Accounts and Quantity:

- (i) Reconciliation with Coal Companies on monthly basis or DO completion basis whichever is earlier:-
 - a) The CHA should assist the Company in having periodic reconciliation of accounts with individual Coal Company both at their Headquarters / Mine Offices. This would involve fixing the dates for the reconciliation meetings, arranging the coal company's ledger copies, documentation from individual mine offices, etc.
 - b) DO wise Advance paid by Company and coal value billed by the coal company.
 - c) Whenever there is a change in coal costing, certificate of coal lifting from the Area Manager is to be arranged for the lifted coal quantity of old rates.
 - d) EMD reconciliation & refund, timely return of BG's
 - e) Grade slippages refund on account of third party sampling and testing
 - f) DO wise quantity reconciliation
 - g) Accounting for price revisions, additional duties / taxes, etc.
 - h) Facilitating the meetings with Senior Management of Coal Companies, Local State Govt. authorities, etc.

5.7 Reconciliation at Company Stations / Headquarters

- a) CHA has to maintain date wise detail of invoices (with full details for coal accounting) to be submitted to Nodal Officer
- b) Senior level participation to be ensured by the CHA for monthly reconciliation at each of the plant on designated dates.
- c) The DO/LOA wise reconciliation will be carried out with plant Coal Group / Finance Group. The record of reconciliation would be kept in the finalized formats of the Company.
- d) The reconciliation of coal Bills / Invoices received / pending
- e) Closure of LOA's / DO's wise along with documentation required
- f) Reconciliation of the CHA's payments, at plant end and Head office as required

6.0 Quantity Measurement at Unloading Siding:

The quantity to be lifted and transported by CHA shall be based on Sale/MSQ/Delivery/Release Order on COMPANY by Coal Company. CHA has to lift entire quantity as allotted within stipulated time.

Quantity received at COMPANY shall be considered as final weight. It may be noted that in case the weight measurement at COMPANY after the weight correction on account of more than admissible TM%, is higher than RR weight, only RR weight would be accepted. (CHA should get acquainted with type of weight measurement system used at designated plant of the COMPANY).

In case plant's Weighbridge is not available for operation; in such situation coal quantity measurement would be done as per following:

- a) If the coal rake supplied is from same Coal company/siding - then average transit loss of previous 10 rakes supplied by the same CHA would be applied for the current rake.
- b) If point 1 is not applicable, then average of last supplied 15 rakes transit loss would be applied for weight fixation by taking coal rakes supplied by any CHAs, from same Coal Company.
- c) Once the weighbridge is calibrated (operational), then, if required, adjustment of weight (transit loss) would be considered by taking the average of first 10 rakes supplied by same CHA after the said calibration, from same coal company/siding.

Note: CHA will ensure that before the coal loading in wagon takes place, they are free of any foreign material and also make sure through their representative at unloading end that wagons gets fully emptied. Unloading work will not be affected due to non-availability or non-cooperation of CHA's representative at the time of unloading and weighing.

However at the end of total supply, excess weight received with respect to RR weight, if any, will be adjusted against the short supply.

7.0 Penalty on Quantity and Quality of Coal Supplied

7.1 Penalties for variation in ** ARB / Equilibrated GCV recorded at Plant:

- a. In case, GCV (ARB/Equilibrated) received is more than assured GCV, no bonus would be payable, Rate per ARB/Equilibrated GCV would be landed cost per GCV.
- b. However, in case, GCV (ARB/Equilibrated) by taking average of coal rakes received at plant against the total quantity supply is up to 100 points less than assured GCV, the penalties for variation of GCV shall be worked out proportionately and landed cost per GCV would be reduced/ adjusted accordingly.
- c. An additional penalty of Rs. 0.01 shall be levied on the proportionate landed cost of coal per GCV, if average of received GCV (ARB/Equilibrated) compared to assured ARB/Equilibrated GCV is between -101 and -200 Kcal/kg.
- d. An additional penalty of Rs. 0.02 shall be levied on the proportionate landed cost of coal per GCV, if average of received GCV (ARB/Equilibrated) compared to assured ARB/Equilibrated GCV is between -201 and -300 Kcal/kg.
- e. An additional penalty of Rs. 0.05 shall be levied on the proportionate landed cost of coal per GCV, if average of received GCV (ARB/Equilibrated) compared to assured ARB/Equilibrated GCV is between -301 and -400 Kcal/kg.
- f. An additional penalty of Rs. 0.10 shall be levied on the proportionate landed cost of coal per GCV, if average of received GCV (ARB/Equilibrated) compared to assured ARB/Equilibrated GCV is between -401 and -500 Kcal/kg.

Rakes received with GCV less than 500 Kcal/kg from assured GCV are not acceptable and would not be considered for averaging and no payment of any service charges on account of transportation would be processed.

7.2 Freight Penalty on account of over loading and Under Loading, if any, to be borne by the CHA

7.3 Penalty on Lapsed Quantity

If the CHA fails to lift the entire DO quantity within trigger level within the stipulated time limit, then:

Penalty for Lapsed Quantity will be equal to 15% of the Notified Price inclusive of all taxes and duties of the quantity Lapsed.

However, on presentation of a certificate from coal company by the CHA to the effect that Coal company have not offered / supplied that quantity (i.e. short lifted qty.) of coal to the CHA, depending upon the genuineness of the case, no recovery shall be made from the bills of the CHA (CHA has to submit written communication with the coal company of reasoning of short lifting and also arrange the refund from the Coal Company). No penalty is payable by CHA in case COMPANY decides for lapsing coal.

** For Bina and Nigrie plant As Received Basis (ARB) GCV will be considered

** For Prayagraj (PPGCL), Bara Equilibrated GCV will be considered.

8.0 Penalty/Liquidated Damages (LD) on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO:

The CHA should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake qty. Indents may also be placed in advance.

It is expected that rake would be dispatched within two weeks of placing indent. Not making intensive efforts to ensure the same may attract penalty as under:

Time Period for dispatches	Penalty
a. Zero Date	Indent placement date or lifting of corresponding quantity of coal, whichever is later
b. First 2 weeks	Nil penalty
c. >2 and <= 4 weeks from Zero date	1% of coal cost (Notified price of coal per week delay (on pro rata basis).
d. > 4 weeks from Zero date	2% of coal cost of coal per week delay (on pro rata basis) capped at 15% of coal cost (notified) price of coal

Above penalty shall be computed with nominal rake quantity of 4000 MT/rake.

No Penalty for delayed dispatch shall be applicable for retaining part rake quantity.

8.1.1 Penalty on ROM Short Quantity:

Penalty for the short supply quantity against difference of lifted coal quantity and despatched coal quantity (RR weight) for entire quantity of the DO shall be recovered at the rate 2 x (Notified Base Price of coal including applicable taxes, royalties, cess on ROM Coal) x Shortfall Quantity shall be made.

It is to be noted that above penalties are defined to protect interest of COMPANY so as avoid any malpractices like diversion of coal, mixing of rejects/inferior coal, COMPANY shall take stringent actions.

8.1.2 Penalty due to excessive oversized coal: Demurrage imposed at loading end, if any, is to be debited to the CHA account.

At unloading end, if any demurrage is imposed by the Railways due to substantial unloading time on account of oversized coal shall be 100% debited to CHA's account.

8.1.3 Penalty due to Foreign Material: CHA's loading supervisors at the loading end has to ensure that **NO Foreign Material like plastic Tarpaulin, Sand, stones, Bari, tramp iron pieces, concrete blocks etc.** to be loaded into the wagons along with coal. Any such material if found while unloading will be accounted for and equivalent landed cost of this quantity will be debited to CHA's account. The assessment of quantum of oversize coal/foreign material/stones shall be jointly done by COMPANY and CHA authorised representative (if present) by visual inspection as measurement of such quantity is not always feasible. [Photographs may be taken]

8.1.4 Chronology of penalty and adjustment application to arrive at net payable:

- (a) The gross service charge for the batch of Rakes (received at COMPANY in a Month) shall be arrived at by multiplying the payable quantity with GCV variation adjusted from service charge.
- (b) From the gross service charge computed as above the penalties as per various clauses shall be calculated & recovered.

- (c) All the penalties shall be first recovered from the gross payable against a monthly invoice and thereafter shall be recovered from the CPS (contract performance security) amount (if penalty amount is more than invoice amount).
- (d) In case of recovering of penalty from Coal Security Amount (CSA) the contractor would be required to top up the CSA amount within two weeks of monthly reconciliation, and in case the same is not replenished in two weeks COMPANY at its own discretion may resort to appropriate action.

9.0 Special precautions/Dos/Don'ts:

- a) Any intentional addition of water/moisture, if detected by COMPANY after coal lifted from mines, shall be treated as material breach of the requirements and an event of default.
- b) Any swapping of coal (i.e. replacing good quality coal with bad quality coal) or retention of coal (more than one month of lifting other than non availability of empty rakes against the indents placed) that is lifted on behalf of COMPANY shall be treated as material breach of the LOA and company at its own discretion may resort to appropriate action. This also will be considered as pilferage of coal. In such a case, CAP on penalties will not be applicable.
- c) Coal lifted on behalf of COMPANY has to be loaded into the rake as soon as possible. In case the same is required to be stored at some place other than loading siding/platform, it shall be done with prior written consent of COMPANY. Adequate preventive measures against deterioration, pilferage should be taken care by the CHA (like covering with tarpaulin, providing 24X7 securities, proper marking etc.
- d) All records of dispatch of truck from mines and receipt of the coal at siding/any other locations should be maintained by the CHA and to be informed in writing to the Nodal Officer of respective plant on weekly basis.
- e) Suitable patrolling of vehicles shall be arranged for en-route patrolling from the lifting point of coal to loading into rakes. Contractor has to ensure the movement of the vehicle from lifting to loading without any stoppage.
- f) Any damage to Railway siding/wagons during loading has to be borne by the CHA.

10.0 Reconciliation of Coal Quantity on monthly basis (DO/LOA wise)

Quantity will be reconciled as under:

Description	Symbol	Quantity
Lifted Quantity	W	Quantity as per Coal company invoice
Despatched Quantity	W1	As per RR
COMPANY Received quantity	W2	As per weighment system of the plant
Accepted Quantity	W3	Weight adjustment after TM % correction

Payable Quantity to bidder adjusted for re-handling / ground losses	W3	
Shortfall Quantity / Balance quantity	W4	W4 = W-W3

Remarks:

1. Penalty for ROM Coal Shortfall quantity will be levied as per S No. 8.1.1 mentioned above
2. The reconciliation will be done on monthly basis

11.0 Taxes & Duties

- 11.1 Coal handling, transportation from mine to siding and all related coordination work will be inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no. of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 11.2 Per MT Rates to be indicated in the quotes should be inclusive of all taxes (including GST), duties, levies and statutory requirements as applicable as per Central / State Laws.
- 11.3 Any new tax or duty which were not applicable and is imposed by Government post this issue of PO, the same will be admissible for payment. Any taxes and duties which are reduced / withdrawn by Government, CHA to pass on the consequential benefit to COMPANY through reduction from the quoted price.
- 11.4 Income Tax payable will be to the account of CHA. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by CHA. Company will issue valid certificates for the tax deducted at source.

12.0 GENERAL TERMS AND DISCLAIMERS

- 12.1 This Bid Document is not an agreement or an offer by Company to the prospective Bidders.
- 12.2 This Bid Document is based on material and information available with Company and in public domain.
- 12.3 Though adequate care has been taken to ensure the accuracy, reliability and completeness of the information/facts stated in this Bid Document, the Bidder is advised to conduct appropriate due diligence to assure himself of the accuracy, reliability and completeness of the said information/facts. Neither Company, its employees nor its consultants/advisors will have any liability to any Bidder or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Contract, the information supplied by or on behalf of Company or its employees, any consultants or otherwise arising in any way from the qualification process for the said Contract.

- 12.4 This Bid Document includes statements, which reflect understanding of various assumptions arrived at by Company, to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
- 12.5 Bidder shall inspect and examine the infrastructure at mine, routes and at Company plants and obtain all information required and satisfy itself regarding all aspects before submission of Bid such as the type and number of equipment and facilities required for the satisfactory completion of work, the quantities of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all of which may affect the work or cost thereof.
- 12.6 By participating in the Bid process, each Bidder shall acknowledge and accept that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of Company or any person working in the Bid process.
- 12.7 Company may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by the Company any time before the due date of opening of the tender.
- 12.8 Each Bidder unconditionally agrees, understands and accepts that Company reserves the rights to accept or reject any or all Bids without giving any reason. Company shall not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
- 12.9 Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to Company immediately in writing. If no intimation is received from any of the Bidder within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. Company also reserves the right as to whether to implement or not to implement the clarification / suggestions received within the timelines and is in no way bound to implement any/all suggestions.
- 12.10 Company reserves the right to abandon the tender process resulting in non-award of contract to any party against this tender process, if the prices discovered prove to be uneconomical/not beneficial to the overall interest of Company or are significantly higher than comparable industry benchmarks. Company's decision in this regard shall be final and binding on all the bidders.
- 12.11 It shall not be binding on Company to accept the lowest or any bid. It shall not be obligatory on the part of Company to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
- 12.12 Company reserves the right to reject any or all of the Bids received without assigning any reasons. Company shall not be responsible for and will not pay any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions.

- 12.13 Company reserves the right to split the tender quantity, as it deems fit amongst the bidders. The part order should be acceptable to the bidder at the same quoted rate, terms and conditions. Moreover, in the event of placement of part orders, distribution of the quantity shall be at the sole discretion of Company and the same shall be binding on the bidders.
- 12.14 The quantities may vary depending upon the decision of Company and/or allocation of coal by Coal Companies from time to time. Company reserves the right to vary the quantity of ROM coal on month to month basis.
- 12.15 CHA shall not assign the Contract without the written consent of Company. However, Company shall have the right to assign the Contract without consent of the CHA.
- 12.16 CHA shall comply with applicable requirements/policies of CIL/its subsidiaries related to release and handling of coal during the tenure of the contract including safe custody and prevention of misuse of coal.
- 12.17 Canvassing in any manner may lead to disqualification/blacklisting of the Bidder.
- 12.18 Company reserves right to award contract(s) anytime within the validity of prices.

13.0 SUBMISSION OF BIDS:

Bidders shall submit their Bids at the following address as per the date mentioned.

Attn: Shri Ajay Jain

63, JA House, Basant Lok, Vasant Vihar

New Delhi-110057

Phone: 011-49828652

Email: ajay.jain@jalindia.co.in

The Bidders shall send their Bids either by return mail by the Bid Due Date & Time.

Company shall not be responsible for any delay in receipt of the Bids.

All documents submitted as a part of bidding process will become property of Company and are not returnable and will not be used other than similar work.

COMPANY reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirement and may request for any additional information and documents. COMPANY reserves the right to contact the Bidder's bank and Parties/project references and verify the Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate with COMPANY. In case COMPANY desires to verify copies with originals that are not submitted, bidder is required to carry them to premises of COMPANY.

14.0 INDEMNITY:

CHA shall protect, indemnify and hold harmless Company, its co-ventures, directors, officers and employees of the Company from any and all claims or liability of income, excess profits, duties, employment taxes, salaries, wages and compensation and in general royalty, all other taxes assessed or levied by the government or by any proper authority thereof against LOA or its subcontractor or against Company and,

its co-ventures, for or on account of any payment made to or earned by CHA under this LOA. CHA shall further protect and hold the Company, its partners, their affiliates and subsidiaries harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to CHA's employees and all taxes assessed or levied against or on the account of any property or equipment of the CHA.

CHA shall familiarize himself and fully comply/adhere with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt. /Central Govt. including environment norms applicable to carry out the job of Lifting, Loading & Transportation of coal from mines to the Company premises. The CHA shall comply with the all relevant Acts/Laws including Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act etc., and shall be fully responsible and liable for due observance of the same. The Company, its Directors and employees shall have no responsibility/ liability whatsoever on these accounts, and the third party shall fully indemnify the Company, its Directors, employees against any claim/ dispute/ reference Award in the nature of Civil or Criminal, etc. arising out of the same.

15.0 ARBITRATION

In the event of any dispute (other than matters reserved for Purchaser's discretion) arising from the LOA, the same shall be referred to two arbitrators, one to be appointed by each party. The two arbitrators shall appoint a presiding arbitrator before proceeding with arbitration. The arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996. The venue shall be New Delhi. Unless otherwise agreed by Company, the work under the LOA shall be continued by the CHA during the arbitration proceedings. No payment due or payable by the COMPANY shall be withheld on account of such arbitration proceedings. The place of arbitration will be New Delhi.

16.0 Work schedule

The jobs under this PO shall be completed within the stipulated time.

17.0 Closing of contract- Balance of handling charges including loading charges will be paid after all applicable adjustments and at the time of closing of LOA.

18.0 GOVERNING LAWS

This LOA shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Delhi only.

19.0 Annexure- I (Excel Sheet format is attached.)