

BIDDING INFORMATION

INVITATION FOR BIDS (IFB)

**FOR JINDAL POWER LIMITED AT TAMNAR DISTRICT RAIGARH-496007, STATE OF CHHATTISGARH,
INDIA**

1. **Tender Reference No.** : JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01
Dtd.29.08.2023
2. **Tender Subject** : Transportation of Coal from Gare IV/1,
Gare IV/2&3 Mines to M/s. JPL Tamnar
CHP(I), Chhattisgarh.
3. **Last Date of Qualifying Bid
Submission** : 09.09.2023
4. **Last date for submission of
Price Bid & EMD** : 11.09.2023
5. **Date of Tender Opening of
Qualified Bidder** : 14.09.2023

[Kindly submit all the pages in original after signing all the pages intact and filling bids. Please attach all the required documents.]

Jindal Power Limited (JPL) invites offers from Service provider for Loading & transportation of coal to JPL Tamnar from its coal block Gare IV/1, Gare IV/2 &3.

This specification contains 24 numbers of pages/Leaves, which includes this covering note and Annexure.

Part-1

1. INSTRUCTIONS TO BIDDERS

- 1.1. All the pages of the tender/bid should be signed and seal should be affixed.
- 1.2. On submission of the RFQ documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid and hence no deviation will be allowed in future.
- 1.3. Bidders are required to submit Qualifying Bid and Price Bid duly filled and signed. Price Bid shall be sent to the specific mail id as mentioned in the instruction either on mail or in this tender document.
- 1.4. Balance Annex/schedules of bid documents duly filled in and signed along with clear scan copies of following documents shall be sent through e-mail as "Qualifying Bid".
 - 1.4.1. Firm's Registration.
 - 1.4.2. Experience Certificate
 - 1.4.3. Latest PO Copies of major contracts (Current Commitment & Work in Progress)
 - 1.4.4. Quantity handled in last 3 years (2020-21,2021-22 & 2022-23)
 - 1.4.5. Provident Fund Registration No.
 - 1.4.6. GST Registration.
 - 1.4.7. Financial Performance: Audited Balance Sheet / Profit & Loss Statement for last 3 Years (2020-21,2021-22 & 2022-23)
 - 1.4.8. Income Tax Permanent Account Number.
 - 1.4.9. Material Handling Infrastructure (Own Fleet & Associated Fleet of Vehicles along with the fitness certificate)
 - 1.4.10. Other documents as per qualifying requirements and annexure of this tender document.
- 1.5. Successful bidder should bring original documents for the verification during contract signing.
- 1.6. **Technical / Qualifying along with Annexure-4 & Annexure-5 bid shall be sent via e-mail to the commercial manager on mail id dhirendra.parihar@jindalpower.com only. Subject Line for submission of the technical bid through mail shall be as "Qualifying Bid _____ Firm Name (Transporter Name)"**
- 1.7. **Price Bid Shall be sent on mail id tender@jindalpower.com only. Subject Line for submission of Price bid through mail shall be "Price Bid _____ Firm Name (Transporter Name)"**
- 1.8. **Transporter must ensure that the technical bid/qualifying bid along and price bid shall be sent well within the timeline mentioned. The bids received beyond the timeline shall be rejected.**
- 1.9. No documents will be accepted after opening of qualifying bid.

1.10. **BID EVALUATION:**

- 1.10.1. After opening of qualifying bid JPL shall make study of individual bid and any clarifications/confirmation, if required shall be obtained from the bidder. Bidder has to respond the queries /clarification well before the price bid opening date & time. The clarification received after the given timeline shall not be entertained and deemed as "No-Response". Price bid of the bidder in the category "No- response" shall not be opened and not be considered for further evaluations. After receipt of clarification/confirmation all the bids will be brought on par as far as technical requirement and commercial terms and condition are concerned.
- 1.10.2. Prior to the detailed evaluation, JPL shall determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one, which confirm to all the terms and condition of the bidding documents without substantial deviation. Responsiveness of the bid shall be based on the contents of bid itself without recourse to extrinsic evidence.
- 1.10.3. JPL reserves the right to accept the contract price and can negotiate with L2 and L3 bidder in case L1 fails to accept the terms & conditions of the tender/contract.
- 1.10.4. Any efforts by the bidder to influence JPL during bid evaluation bid comparative or during proposal for order placement may result in the rejection of the offer. The bid, which does not conform to, specified fixed commercial condition namely, 1) Contract performance 2) Penalty 3) Performance Guarantee/acceptance test 4) Terms of payment will be treated as non-responsive.
- 1.10.5. The bid determined as substantially non responsive shall be rejected by JPL and price bid/cover of such bid, will not be opened and no further evaluation will be made.
- 1.10.6. The Bidder shall provide satisfactory evidence (jobs on similar equipment/systems of large quantity coal handling and transportation) to carry out the operation as per the scope of work mentioned in section.
- 1.10.7. The Bidder should have adequate financial stability and capability to meet the financial obligations pursuant to the Works covered in the Bidding Documents.

1.11. **Bidder to Note:**

- 1.11.1. The scope of work and specification shall be read carefully and considered by the Bidders while preparing their bids.
- 1.11.2. The Bidders are advised to visit and examine the Site/Mines and unloading points where and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Day-to-Day work. The cost of visiting the site shall be at the Bidder's own expense. Bidder must make themselves ensured about the local working conditions eg existence of local unions, coordination with local people, authorities etc while preparing the bids.
- 1.11.3. JPL reserves the right to reject any or all tenders/Bid/s or to accept any tender/bid in full or part considered advantageous to the JPL irrespective of whether it is lowest or not, without assigning any reason what so ever.
- 1.11.4. **Bidders must ensure to submit signed & stamped “NIL Declaration” & “Safety Declaration” as given in Annexure-4 & Annexure-5 respectively of this tender document.**

1.12. **Earnest Money Deposit:**

- 1.12.1. Bidder has to deposit **EMD of Rs. 25 Lakh** in the below mentioned account detail;
ICICI Bank : Account No. – 092651000018 , IFSC Code: ICIC0000926
- 1.12.2. **Bidders are advised to submit the deposit challan carrying unique transaction ID at the given mail id along with the qualifying document.**
- 1.12.3. If EMD shall not be received at JPL Tamnar within the due date of tender submission then the tender shall be rejected completely.
- 1.12.4. EMD shall be returned to the unsuccessful bidder after completion of the tendering process subject to max 60 days from the tender floating date.
- 1.12.5. EMD of the successful bidder shall be retained until the submission of Bank Guarantee as per the tender terms and conditions. Once BG received at JPL Tamnar, EMD shall be returned to the bidder within 7 days from the BG submission date.
- 1.12.6. Bidder has to deploy dedicated owned vehicles for the works as mentioned in this tender document. All the deployed vehicles must be registered in the name of the Firm/Proprietor/s/Promoter/s etc.

2. ELIGIBILITY/QUALIFYING CRITERIA

The basic minimum eligibility criteria for the purpose of evaluation of offers received will be as under:

- a. **Work Experience-** Transporter shall have the experience of having successfully completed similar type of work during last 3 years i.e. (2020-21,2021-22 & 2022-23)
- b. The Transporter should have minimum average annual freight turnover of Rs. 15, 00, 00,000 (Rupees Fifteen Crore) and above in last 3 financial years i.e. (2020-21, 2021-22 & 2022-23).
- c. The Transporter should have minimum 25 vehicles registered on its firm name/promoter's Name.
- d. The Transporter should have handled coal transportation of minimum average 5 Lac TPA (5 Lac Tons per Annum) in the last 3 financial years i.e. (2020-21, 2021-22 & 2022-23).

- 2.1.1. **Post Tender Obligation of the Transporter:** Successful bidder has to submit the list of the owned vehicle (min 25 Nos) which shall be deployed in execution of our allotted work of coal transportation within 7 days from the confirmation of being successful bidder received from JPL.

3. LIST OF DOCUMENTS ENCLOSED

S. No.	DESCRIPTION	ENCLOSED (YES/NO)
1.	JPL REGISTERED VENDOR CODE	
2	PAN CARD COPY	
3.	GST REGISTRATION COPY	
4.	COMPANY CREDENTIALS / PROFILE	
5.	LATEST PO/ORDER COPIES OF MAJOR CONTRACTS OF SAME NATURE OF JOB EXECUTED IN LAST THREE FINANCIAL YEARS i.e. (2020-21,2021-22 & 2022-23). (CURRENT COMMITMENTS & WORK IN PROGRESS)	
6.	LIST OF OWNED VEHICLES RC Copy & Fitness certificate must be submitted for owned vehicles	
7.	AUDITED FINANCIAL STATEMENTS FOR (2020-21, 2021-22 & 2022-23). (BALANCE SHEET, P&L)	

SCOPE & OBLIGATION

JPL is inviting proposal for Coal Loading & Transportation by road mode from JPL Gare Pelma IV/1, Gare Pelma IV/2&3 Mine's Coal Stockyard to JPL, Tamnar CHP(I).

Coal being vital input, ensuring uninterrupted supplies as per our quantity and quality requirements is the essence of the services to be rendered by you. The major points specifically to be complied are:

A. Scope of Work:

Transporter must be instrumental enough to mobilize the complete resources required to start the operation as per scope of work mentioned here in below maximum 48 hours from the time of confirmation by JPL.

1. Loading and Transportation of Coal from JPL Mines to JPL Tamnar. The rate shall be inclusive of all costs associated with the said transportation. JPL shall not bear any cost AND OR charges related to such transportation other than statutory charges if any.
2. It shall be the responsibility of the Transporter to co-ordinate with JPL for obtaining the clearance for Supply of Coal to JPL. Transporter shall be completely responsible for immediate dispatch of coal after DO receipt by arranging speedy compliance of the formalities as required by JPL mine management. All the mines coordination related to dispatches, loading, infrastructures, quality, vehicle quota and other services required to maintain smooth dispatches of coal from mines shall be in transporter's scope.
3. Transporter is expected to monitor and report probable expected time of arrival of trucks/tippers at the destination based on the tracking of the vehicle movement and JPL reserves the right to seek such information from the transporter on as and when required basis.
4. It shall be the responsibility of the Transporter to place the trucks in sufficient numbers at Mines, coordination with all related agencies for loading & subsequently transportation from Mines to our plant as per requirement given by JPL vide respective Allotted Coal. Transporter shall deploy only tipper trucks with hydraulics and no manual unloading shall be considered while unloading at JPL. In case manual unloading required the prior approval shall be taken by the transporter.
5. Transporter shall submit necessary daily/weekly/monthly reports and MIS in the format prescribed by JPL
6. Manpower (for supervision) to ensure coal quantity loading of good quality ,regular and smooth dispatches of coal from the colliery on daily basis as per JPL's requirement.
7. Transporter shall supervise the loading and ensure proper quantity and quality loading and Coal free from Shale/Stone, Big size boulders and other foreign ingredients.
8. All resources such as manpower, vehicles (trucks/tippers), consumables, fuels etc. required for execution of job shall be in Transporter's scope.
9. Every coal dispatched truck should be covered with tarpaulin, without which the coal loaded trucks will not be allowed to enter in plant. Non adherence shall attract suitable penalty maximum up to coal value carried by the truck as per JPL's discretion.
10. No idling charges of whatsoever reasons shall be paid to the Transporter by JPL.
11. Transshipment Case: The trucks coming from mines to JPL should report directly at JPL plant without doing any transshipment. In case of any major break down/accident and it is seems to mandatory to shift the material then prior information to be given to JPL in writing or mail and take concern for same over mail. Any truck reporting after transshipment without prior information detention of vehicle or suitable penalty or both shall be imposed as decided by JPL. The Transporter has to make best efforts to ensure no loss of quality, quality and environmental pollution during this activity.
12. Loss of Mining Document: The documents issued by mining authorities like Transit Pass (TP), Mines weightment slip, Gate Pass etc. for physical transportation of goods from mines to plant , needs to be handled with utmost care. Lapses of any mining document during transit must be reported at concern administrative authority for loss of document. In case of any noncompliance found, JPL shall impose Rs.5000/- penalty and transporter will be required to submit FIR, station Diary/administrative authority receiving copy for clarifying Loss of document or both.
13. Delay Reporting: The coal trucks received at JPL plant after 24 hours from the time of loading at mines will be detained for Gate Entry at plant .If it has found that the material lying on trucks are in suitable condition then JPL may allow for gate entry with the proper justification and along with the affidavit paper provided by Transporter. In case quality is poor, suitable penalty

will be imposed on service provider based on physical verification or special sampling by JPL.

14. Apart from the services indicated above, any other services, if required shall be provided by the transporter to ensure that the desired quality and quantity of Coal reaches JPL Plant.

B. JPL Obligation:

1. JPL shall provide the GPS equipment, geo fenced rout of transportation and GPS services through JPL recommended service provider. No other GPS mechanism shall be allowed to operate in our designated fleet arrangement.
2. JPL shall prepare all the necessary authorization documents to start lifting of DO from mines to plant.

C. Transporter Obligation:

1. Transporter has to issue Freight-Challan to only after installation of GPS by authorized agency of JPL.
2. 100% of Transporter fleet in use to be GPS Tagged/Geo-Fenced by Authorized JPL agency in Coordination with Transporter. Transporter to Ensure that no trucks to be allowed to move without GPS tagging.
3. Transporter to upload Freight-Challan on JPL's online portal and also to register vehicle & driver details on JPL's online portal.
4. Transporter must ensure that there should not be any malfunction or tempering with the GPS mechanism inside/outside the vehicles. It is the complete responsibility of the transporter to keep the GPS mechanism healthy & operational all the time. If any malfunction found in the GPS mechanism for the vehicle due to tempering or whatsoever reason, suitable action as deemed fit shall be taken by the logistic in charge-JPL which may lead to the recovery of the device replacement cost & other overhead expenses from the transporter.
5. Transporter has to ensure the proper sealing of each truck. Tarpaulin, rope shall be provided by transporter. Transporter has to ensure the healthiness of the truck dalla, rope & tarpaulin so that it can be used for sealing of the truck properly. It's the transporter responsibility to ensure each & every trucks dispatched from mines must be sealed completely in compliance to JPL norms.
6. Transporter shall take due care to protect coal against rain, fire, damage, theft, pilferage etc and shall be responsible for damages/shortages arising there from and shall indemnify JPL for such losses. Transporter undertakes that JPL shall have the right and be entitled to deduct the amount of such losses or damages from the bills/security deposit or any amount outstanding to the transporter from JPL.
7. Transporter shall ensure that all the drivers should have valid driving license for heavy vehicle. No trucks shall be allowed if driver is not having valid driving license.
8. Transporter shall abide by all the state/central /District regulations pertaining to the safe vehicle movement on the road and in mines & plant. Transporter shall be completely responsible for the matters related to vehicle registration, fitness, insurance, EMI, Central/State motor/vehicle act, en-route accidents, mining act and all other statutory act etc for coal transport & vehicle movement.

D. Failing in attainment of the above service deliverables would attract the following penalties which are deemed to be accepted by the Transporter while filling and submitting the commercial bid as under:

1. Penalty for shortage on account of transit weight loss:

SHORTAGE LEVEL	QUANTITY PENALTY (Rs./MT)
0% to 0.5 %	No Penalty
> 0.5 %	Recovery of Coal Value for additional shortage over and above 0.5 %

Transit weight loss shall be calculated on the difference between Challan Weight & ‘Actual Received weight’ i.e. the JPL Weighbridge weight after adjustment of higher TM% than the guaranteed.

Note: “Coal value” referred in these following clauses shall refer to the Coal value indicated in the respective Delivery Order.

2. Quality:

Quality Analysis at unloading siding end and JPL end shall be final for all payment purpose; however transporter’s representative can witness the sampling process.

2.1. Quality & Coordination:

- a. Transporter shall depute efficient and experienced field staff at loading point shall ensure proper quality and quantity loading of coal into trucks.

2.2. Quality Determination:

- a. Coal sample shall be extracted from the truck reporting to the unloading point. Transporter’s representative shall be allowed to witness the sample collection and preparation at unloading point. However, JPL reserve the right to either accept or reject such request in case of any specific reasons without assigning any reasons thereof to the transporter.
- b. Coal samples collected at unloading point shall be prepared and divided in to three parts-
Part “A” – Analysis at JPL Lab
Part “B” – Transporter’s split
Part “C” – Referee sample (Shall be kept under joint lock & key at JPL, Tamnar).
- c. Part “A” shall be analyzed at JPL’s Lab/JPL’s designated lab and the report declared by JPL’s lab shall be final and used for all commercial purpose.
- d. In case transporter’s representative is not reporting for joint witnessing for sample collection & preparation, then it would be deemed that the Quality whatever decided and analyzed by JPL is acceptable to the transporter for payment purposes.
- e. GCV report of unloading point shall be sent to the transporter on regular basis. If in case transporter is not in acceptance with the report, then he may raise his dispute within 72 Hrs. from date of result declaration from JPL. In such case the transporter shall furnish the analysis result of their collected part sample from a NABL accredited lab, unless which their claim shall not be considered.
- f. Post receiving of dispute claim from the transporter within prescribed time, JPL shall fix the date for referee sample analysis at JPL lab/JPL’s designated lab in presence of the transporter’s representative. The report declared from the referee sample analysis shall be deemed as final undisputed result which will supersede the earlier result deduced from Part “A” sample analysis.
- g. Sampling & analysis at loading as well as unloading point shall be conducted as per IS: 436 (Part I/Section I) - 1964 and IS: 1350 Part 1- 1984 or IS: 1350 Part-II-1970 respectively.
- h. The above mentioned process shall be adopted for coal sample collection at loading point also. The same procedures as mentioned above shall be executed to derive the loading point GCV report which shall be the guaranteed GCV for this contract.

3. PENALTY for poor quality:

As the coal will be loaded from JPL Gare Pelma-IV/1, Gare IV/2&3 Mine Stockyard which is in our control & we have also employed 100% GPS/ Geo-fence movement for each truck/tippers, it is intended to keep some deterrence in this contract which is as below

If GCV (ADB) receipt at JPL, Tamnar plant end found below the guaranteed figure then the following penalty/rate adjustment shall be applicable;

Guaranteed GCV (ADB): As per loading Point analysis report by JPL Lab on Monthly Wtd. Avg. basis.

Description	Bonus/ Penalty Rate
Guaranteed GCV (ADB) -200 KCal/Kg (Hereinafter referred as "A")	No Penalty
"A to (A-200)"	Rs. 20 PMT per 100 KCal/Kg on pro-rata basis

The difference in weighted Average GCV (ADB) for Monthly delivered Quantity between the loading Point analysis report in ADB and the Main Plant Unloading end report in ADB shall be considered for Quality Penalty calculation.

Note:

- 1. In case of any shortfall on monthly weighted average GCV ADB at unloading point GCV beyond 400 Kcal/Kg against the Guaranteed GCV ADB on Monthly Wtd. Avg. basis, JPL shall have the right to review the actual Mine condition & decide whether to continue the contract or not.**

No Bonus of any sort shall be paid.

4. Total Moisture adjustment:

JPL Tamnar shall deploy an inspection team who shall extract samples from the mine stock to analyze the loading point TM% on daily basis. This analysed TM%(+/-)1% shall be kept as guaranteed TM% for the transporters.

If moisture exceeds the guaranteed figures (as construed from the above) then the proportionate weight adjustment shall be done on JPL's Weighbridge weight by the following formula;

Receipt weight as recorded by JPL's weighbridge shall be reduced by the same percentage by which the TM exceeds the guaranteed TM% (as construed from the above).

No weight adjustment for moisture received below guaranteed TM%

5. Tenure of the Contract:

The contract shall remain valid for **one year from the date of confirmation from JPL, Tamnar.** The Contract may be extended on the same rate, terms and conditions completely as per JPL's discretion.

6. Contracted Quantity:

- a. Tentative Quantity offered by JPL as per the attached Annexure-1
- b. The quantity mentioned in the (Annexure-1) is only indicative quantity and will be based on our booking with JPL.As such there is no guarantee on quantity.

7. Delivery Schedule: Estimated quantity to be lifted per day is 10000 MT/Day transporter must be capable enough to handle up to 10000 MT/Day. However, there is no guarantee on the quantity.

Loading shall be under the scope of the Transporter.

The Transporter has to meet daily/monthly/weekly delivery schedule provided by JPL, Tamnar. Delivery schedule may be revised as per JPL's requirement. Upon failure of the delivery schedule, the contract will be terminated as per JPL, Tamnar sole discretion.

8. Loading Point:

Loading Point shall be JPL Gare-Pelma IV/1 , Gare IV/2 & 3 Designated yard/ stock yard

9. Payment Terms:

- a. Service provider/Transporter may raise their bill on weekly basis based on deliveries already completed along with the following document.
- b. Invoice (1 Original + 2 Copies) - Commercial Invoice (Clearly indicating Contract/PO No, GST No., Service Tax Reg, No. and Income Tax PAN No.)
- c. Truck details along with quantity lifting record (day wise) from mines to plant
- d. Any other related document as required by JPL.
- e. 95% Payment of freight amount against the RA (Running Account) invoices shall be released within 07 days from bill submission date and remaining 5% shall be released after final reconciliation
- f. Final Payment against the final invoices would be released within 15 days from the bill submission date after reconciliation and adjustment of penalty/s if any.
- g. The payment shall be released only after verification of all the concerned documents. Bill submitted with incomplete details/inadequate documents will be rejected.
- h. JPL reserves the right to ask any clarification or documents for processing of the invoices at any stage of the Contract

10. Weighment Procedure, Weight adjustment & Recovery of coal value:

- a. Gross and tare weight of each trucks /tippers shall be recorded at JPL's unloading point.
- b. If TM% of the coal received at JPL Tamnar (as analysed at JPL Tamnar Lab) exceeds the guaranteed TM% then the weight adjustment as per clause D.4 of this document shall be taken up. This weight shall be referred as "Actual received weight".
- c. Minimum of Actual received weight & Challan weight shall be considered for billing purpose.
- d. If "Actual received weight" is less than the challan weight then the proportionate coal value against the differential quantity shall be recovered from the transporter's RA invoices/final invoices/BG/Security Deposit etc after giving the transit tolerance as mentioned in clause No. D.1 above.

11. Transportation Charges:

Transportation Rate will be transporting coal from mines to JPL including all expenses.

Diesel Escalation

Diesel escalation will be calculated based on the following-

1. **Diesel Price (a)** = Average of diesel prices on each day of a month on the Pump price at IOCL pump in Tamnar. The calculation is as per the following example:

$$\text{Average of Diesel Price in Jun-21} = \left\{ \frac{(a1 + a2 + a3 + \dots + a30)}{30} \right\}$$

a 1 = Diesel price on 1st Jun-21

a 2 = Diesel Price on 2nd Jun-21

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a 30 = Diesel price on 30th Jun-21

2. **Base Diesel Price (b)** = Base Diesel price shall be the price at IOCL pump in Tamnar on the date 7 days prior to the scheduled bid submission date.
Eg. If the scheduled bid submission date is 13.07.2021 then the diesel price on 06.07.2021 at IOCL pump in Tamnar shall be the base diesel price for this tender.
3. Escalation/de-escalation on account of diesel price variation shall be calculated as per the formula mentioned below provided the change in diesel price (a-b) must be equal to or more than Rs. 5 /Ltr

Escalation/De-escalation amount = [(a-b)*Round trip distance/(Mileage i.e.2.25KM/Lit*Material carried capacity i.e. 30.5 MT)]

4. Escalation/De-escalation amount calculated as per the formula mentioned above shall be reimbursed/recovered separately on monthly basis.
5. If the diesel price change (a-b) is less than Rs. 5 /Ltr for a particular month then No reimbursement/recovery shall be made in that month.
6. The transporter shall submit the price data for the previous month on the first date of every month and the contracts department shall confirm the escalation (plus or minus), payable for the month.

12. Taxes:

The charges are exclusive of Goods and Service Tax (GST) only in connection with and in the execution of this Contract shall be borne and paid by the Owner to the relevant authorities in addition to the Rate.

Service Provider warrants that it shall comply with the GST regulations such as submission of GST invoices or HSN No. or other documentation as per GST law relating to the above Services, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable Owner to claim input tax credit in relation to any GST payable under this Contract failing which the Owner reserves the right to recover from the Service Provider.

In case the Input Tax Credit of GST is denied or demand is recovered from Owner on account of any non-compliance by the Service Provider including non-payment of GST charged and recovered, the Service Provider shall indemnify Owner in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

Tax deduction at source (TDS) shall be deducted by the Owner from the payment made to the Service Provider against Scope of Work as per the applicable Indian Income Tax Rules and Regulations and the TDS deducted shall be paid by the Owner to the Government of India. The Owner shall issue the certificate of such tax deduction at source to the Service

Provider. In case the Service Provider furnishes to the Owner prior to the payment, a certificate of exemption from deduction of tax at source issued by competent authorities in India, tax shall be deducted accordingly.

13. Bank Guarantee:

1. **The Transporter shall submit Bank Guaranteed equivalent to 5% of monthly contract value or Rs. 50 Lakh whichever is higher** in the format as provided to JPL within 7 days of award of Contract/LOI. The Bank Guarantee shall be valid for entire tenure of Agreement with a claim period of 3 month. However, JPL reserve the right to waive the BG and in such one off the cases transporter freight bills equivalent to 10 % of monthly contract value or Rs. 10 Lakh whichever is higher shall be retained as security deposit until the final contract closure through a complete joint reconciliation followed by No dues declaration from the transporter.
2. It shall be lawful for JPL to adjust from all the pending or future bills and also to appropriate the entire deposit or any part thereof, against non-performance, losses, damages, costs, charges or expenses arising out of the service provider's performance or non-performance/ observance or non- observance of any of the terms and conditions of this Agreement. The decision of JPL as to the quantity, quality shall be final and binding for the service providers.
3. In case the service provider is unable to execute the contract as per contractual term, BG shall be forfeited.

Annexure-1

Quantity & Price Bid

[Table #1]

Mine/ Source	Quantity (MT) per Annum	Rate (Rs./MT)	Amount (INR)
JPL Gare Pelma IV/1 Washery Stockyard to JPL Tamnar CHP-inside	3200000		
JPL Gare Pelma IV/2&3 Stockyard to JPL Tamnar CHP-inside	800000		
JPL Gare Pelma IV/1 Washery Stockyard to CHP(O) via Sharda Mandir Chowk	As & When Required*		

Note: The above mentioned quantities are tentative and may vary in the tune of (+/-) 20% of the stated quantities. Transporter must note that the rate/s terms and conditions shall not be changed while executing the quantity under the said variance.

***Transporter must quote the rate for the said services in pertinence to the scope terms and conditions as mentioned in this document. The quantity shall be given to the transporter as per availability. However, there is no guarantee on the quantity allotment for the service item. Whenever, JPL allot the quantity for this service item, transporter has to start lifting & transporting coal immediately in accordance with the mentioned scope terms and conditions of this tender document.**

We hereby declare that we have thoroughly & carefully studied this tender document and have clearly understood its contents as given below:

Scope of work.

- a. Technical Specifications.
- b. All Commercial Terms and Conditions.
- c. All Statutory requirements.
- d. Other terms (Commercial)

and subsequently agree to comply with all the requirements of tender document as specified therein.

From: M/s-----

Company Seal & Signature with date-----

Contact Person: -----

Contact No: -----

Email: -----

Please put your signature with seal on all the pages of our tender documents as your token acceptance OR else shall be considered that you have understood & accepted complete scope of work, Technical Specifications, Commercial and all other terms & conditions of tender documents.

Annexure-2

Other Terms

1. Every Bidder is expected to visit & know the nature and site location of the work before quoting the rates
2. The Contract agreement starts from the receipt of LOI / Order **and work shall be completed as per indicated scheduled date.**
3. The Transporter should ensure before start of work all safety, statutory & legal compliances and should submit the proof to concern department at JPL.
4. The rates of Work Contract are inclusive of Supply as per scope if any, expert service charge; Skilled & Un-Skilled resource charges, consumables, special tools & tackles hire, PF, Insurance, Safety Compliances and all Govt. Statutory ,Factory Act, Mines/DGMS Act etc as well as other incidental charges.
5. Prices should be firm for all till completion of work.
6. The lifting, shifting, transportation, loss / damage of any material issued from JPL designated stores shall be in Transporter's scope. The material issued by JPL shall be reconciled with JPL Central Stores prior to the submission of bills.
7. Any loss, damage to Transporter's competent team / resource or to the JPL resource & property while executing the work shall be in Transporters account.
8. Work shall be carried out under the overall supervision & guidance of JPL Engineer-In-Charge as per the schedules after taking permission by him.
9. Lodging, Boarding & Fooding, To & Fro, Local conveyance is in Transporters scope unless otherwise stated specifically.
10. **JPL Reserves the Rights to place part order, if finalised on any transporter/bidder.**

Annexure-3

Other Terms & Conditions

- 1) Validity of the Contract : The Contract period remain valid upto Twelve months from the date of confirmation from JPL, Tamnar
- 2) JPL reserves the rights to place parallel contract simultaneously with any other party or at any time during the period of contract with one or more transport contractors as it may deem fit. In case of emergency if JPL finds that service provider fails to perform the services, JPL may appoint another service provider. However, the additional cost, EMD loss etc. incurred for all such services shall be recovered from the service provider and service provider shall be responsible for all consequences.
- 3) Termination and Suspension:
 - a) Termination Due To Transporter's Default; If the Transporter:
 - i) shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
 - ii) has insolvency, receivership, reorganization or bankruptcy proceedings brought against him and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 07 (Seven) days of such commencement;
 - iii) has abandoned the Contract;
 - iv) despite previous warnings in writing from JPL, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
 - v) fails to remove and replace portion of Supplies after receiving, from JPL, notice to the effect that the said portion of Supplies have been rejected;
 - vi) offers or gives or agrees to give to any person in JPL's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for JPL;
 - vii) shall enter into a contract with the JPL's employee in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to JPL;
 - viii) has failed to deliver the complete quantity of coal within the Completion Schedule; then JPL may, by notice to the Transporter and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the Transporter from any of his obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on JPL. Upon such termination JPL may itself complete the Supplies or may employ any other Transporter to complete the job at the risk and cost of the Transporter.
 - b) Opportunity to remedy
JPL's right to terminate the Contract following the occurrence of the events or circumstances, as described above, shall be subject to JPL having first given the Transporter a maximum of 07 (Seven) days prior notice of its intention to terminate the Contract, during which period the Transporter shall have failed to remedy or to take all reasonable steps to commence the remedy of the default.
 - c) Payment after Termination due to Transporter's Default
JPL shall not be liable to make any further payments to the Transporter until the costs of execution and all other expenses incurred by JPL in completing the Supplies, and thereby the Facility, have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the Transporter as at the date of termination exceeds the total amount which would have been payable to the Transporter for the execution of the complete Supplies,

the Transporter shall upon demand, pay to JPL the amount of such excess. Any such excess shall be deemed a debt due by the Transporter to JPL and shall be recoverable accordingly.

If there is no such excess the Transporter shall be paid the value of the Supplies executed after adjusting the total of all payments received by the Transporter as on the date of termination.

d) Termination of Contract for Convenience

JPL reserves the right to terminate the Contract at any point of time, without assigning any reason thereof, by giving a notice of 01 (one) Week. Transporter shall stop the performance of the Contract from the date of termination. However, JPL shall pay the amount due to the Transporter till the time of termination against submission of documentary evidence by the Transporter. No consequential damages shall be payable by JPL to the Transporter in the event of such termination.

4) Suspension

- a) JPL may suspend the work in whole or in part at any time by giving Transporter notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Transporter shall stop all such work, which JPL has directed to be suspended with immediate effect. The Transporter shall continue to perform other work in terms of the Contract, which JPL has not suspended. The Transporter shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- b) During suspension, the Transporter shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension

II. General Terms and Conditions

1. RESPONSIBILITY / OBLIGATIONS OF Transporter:

- i. The "Transporter" will not use the name of "JPL" in any manner either for credit arrangement or otherwise and it is agreed that "JPL" is in no way responsible for the debts of the "Transporter" and / or its employees.
- ii. If at any time during the contract, the "Transporter" fails to transport the goods as provided herein above or to perform the various other obligations specified in the contract, "JPL" in its discretion and without prejudice to other rights and remedies, may obtain services from other Transporters to perform the obligations and transport the goods at risk and cost of the "Transporter". The "Transporter" undertakes to reimburse to "JPL" all additional expenses incurred by "JPL" in this connection.
- iii. The "Transporter" shall not have *exclusive right* to operate tippers for "JPL" and JPL will be at liberty to appoint one or more additional "Transporter" either to run concurrently with the "Transporter" or separately.
- iv. The "Transporter" will arrange to bring into use Lorry receipts with printed serial No. The reverse of the Lorry receipts shall be provided the format of acknowledgement for the receipt of the consignment.
- v. The "Transporter" will furnish lorry receipts and other documents as per "JPL's requirement. "Transporter" shall give only clean and unconditional lorry receipt and remarks like "*said to contain*" or at "*JPL's risk*" will neither be Valid nor accepted. Even if lorry receipts containing such remarks are issued, the terms and conditions of "JPL" will prevail.
- vi. The Transporter shall ensure that the weight and volume of goods loaded for consignment in the vehicle is within RLW permissible limits prescribed in the RTO registration book. The Transporter shall solely be responsible and completely indemnifies JPL against any penalty, legal actions, loss and damage, if any, suffered by JPL on account of violation and / or breach of weight and volume limits prescribed in the RTO registration book. JPL shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the RLW permissible limits. It is unambiguously agreed upon that the Transporter shall be solely responsible to ensure that the goods loaded in the tippers are not in violation and / or breach of weight and volume limits prescribed in the RTO registration book.
- vii. The tippers provided are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation of products as per specifications to their respective destinations. The Transporter shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.
- viii. The Transporter will not offer suspended or blacklisted tippers.

- ix. The tippers provided are equipped with all the Valid and subsisting permits and licenses from respective transport authorities required for authorized road movement. The road and other tax certificates for the vehicle and driving license of the driver are kept valid during the period of the contract.
- x. The "Transporter" will have a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover all risks of whatever nature inclusive of any damage caused by the pay loaders & tippers to "JPL's" property. The "Transporter" will produce for the perusal of "JPL", the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by "JPL".
- xi. The "Transporter" shall ensure that its employees, while on the premises of "JPL" or while carrying out their obligations under this agreement observe the general discipline laid down by "JPL".
- xii. The "Transporter" agrees to abide by the *Motor Vehicles Act, Payment of Wages Act* and other regulations in force in the area where he is plying the trucks.
- xiii. The "Transporter" shall observe and implement all the *laws of the land* and the rules framed there under which are beneficial to the staff employed by him and that "JPL" shall in no event be liable or responsible for any default that will arise out of non - observance of such laws, rules on the part of the "Transporter" and the Transporter shall indemnify and keep indemnified "JPL" against the same from all proceedings in respect thereof.
- xiv. The "Transporter" shall comply with all the statutory requirements as stipulated in various acts and laws regarding casual / contract labor deployed by him for various activities connected with the contract. The "Transporter" shall be fully responsible for the conduct or his crews at loading and unloading premises.
- xv. The "Transporter" shall be solely responsible for non-compliance with any statutory requirements. It is specifically understood that the "JPL" shall not have any privy with labor deployed by the "Transporter". The "Transporter" shall satisfy himself about past conduct of labor deployed by him.
- xvi. The "Transporter" shall be liable for all payments to his staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the "Transporter's business and "JPL" shall in no event be liable or responsible for any payment and the "Transporter" shall keep "JPL" indemnified against the same and from all proceedings in respect thereof.
- xvii. The employees of the "Transporter" shall never be deemed to be the employees of "JPL".

2. LIABILITY OF Transporter:

- i. The "Transporter" shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.
- ii. "JPL" will also be entitled to compute the amount of loss suffered by it and entitled to be reimbursed from the "Transporter" under these provisions and the decision and determination by "JPL" or its authorized representatives as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the "Transporter" and shall not be questioned in any court of law, or arbitration or otherwise and the "Transporter" do thereby irrevocably authorize "JPL" to set off and adjust such loss or damage against the pending payments to the "Transporter" and in the event of shortfall therein, the "Transporter" shall immediately upon a certificate issued by "JPL" pay the same to "JPL" without any demur or objection.
- iii. The "Transporter" shall be liable for any loss or damage to "JPL" employees, the "Transporter's employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said pay loaders & tippers at the time of loading, unloading and / or during transit and the "Transporter" shall indemnify and keep indemnified "JPL" against any such loss or damage and shall pay to "JPL" such amount as "JPL" may be called upon by law to pay. The "Transporter" shall remain at all times, liable and responsible to "JPL" for any loss or damage caused to any building, plant and machinery or the property of "JPL" by any carelessness, negligence, inexperience or willful fault of the "Transporter" or his agent or by his employee of which "JPL" alone shall be the sole judge. "JPL" shall be at the liberty to debit any cost of repair to loss or damage to the account of "Transporter".
- iv. The "Transporter" will make good to "JPL" any loss arising from:
 - 2.iv.1 The confiscation by government or local authorities of any quantities of the said products delivered to the "Transporter" for transportation.

2.iv.2 Loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lighting, riots or civil commotion and or accidents.

- v. The "Transporter" cumulative maximum liability whether under and/or in connection with this Contract or the performance or non-performance thereof or anything incidental thereto or as a result of any breach or fundamental breach of contract, warranty, including termination of this Contract by

JPL, misrepresentation, indemnity, tort (including negligence), statute or the applicable law, shall in no event exceed the Contract Price except in case of willful misconduct and criminal negligence, which will not be subject to limitation of liability.

3. SCHEDULE OF RATES:

The Transporter shall be paid for the services rendered as per the rates agreed in the Contract or any amendment thereof. The rates as provided will apply for Transportation of Coal from JPL mines to JPL, TAMNAR by road and all weather conditions and is inclusive of all en-route expenses, toll tax, insurance premium, equipment hiring charges, labor charges of any kind and handling charges etc. and the Transporter shall not be paid any additional amount on this account. The Transporter shall bear and pay the entire operational cost of the vehicles/ equipments, which will include and be deemed always to include but not limited to, the following:

- a) Provision for the crew, labors and operation staff and also necessary relievers including their salary and other emoluments.
- b) Cost of fuel and lubricating oil necessary.
- c) Maintenance and repairs of the vehicles / equipments.
- d) Road tax, route permit fee, vehicle tax, other taxes and toll charges.
- e) Insurance of vehicle.
- f) All other charges not specified herein relating to the operations and / or maintenance of the said vehicle / equipments and / or other items incidental thereto and / or connected therewith.
- g) All idling charges, loss by delay in transport, transit, road stoppage, delay in time consumed in unloading or loading of products or otherwise howsoever on account of operations hereunder due to reasons attributable to the Transporter.
- h) Unloading of Coal at JPL, TAMNAR.
- i) No escalation in freight rates or other charges will be granted on whatsoever ground, including among cost of others, diesel, spares, tyres, levies or all the related cost for the execution of the contract will be granted on whatsoever ground.

4. Authorized Representative of Transporter:

The Transporter shall designate one or more representatives authorized to act on its behalf.

The Transporter shall also attest the specimen signatures and photographs of the person authorized in this behalf.

The representatives so authorized shall coordinate with Transporters office or the persons executing the assignment and generally remain in touch with the JPL to obtain instructions about the progress of work and also to supervise the crew inside the plant; loading or discharging points and ports wherever the work is executed.

5. Ownership of Product:

Ownership of the products and lien over product will always be with JPL during the execution of the contract. Transporter shall be only custodian of the products handed over to him for providing services as per the scope of contract.

6. Documentation:

The Transporter shall ensure that all necessary transit documents are carried by his representatives/crew. In case of incomplete transit documents the same shall be brought to the notice of JPL immediately.

The Transporter shall ensure that prior to the Vehicle leaving Mines premises or any other location with the Products, all requisite documents required to be carried in the Vehicle including Consignment Note, Transit Pass (Form-K) arranged by JPL, declaration forms under sales tax/entry tax/ Octroi

/excise & customs laws are with driver / Transporter's representative over his acknowledgement who shall ensure the safe delivery of the same to the consignee and any loss/ penalty imposed due to loss or not carrying these documents shall be borne by the Transporter. On Transporter's failure to hand over these documents to the Consignee, JPL shall levy a penalty to the extent of actual loss of any statutory benefit or any other genuine financial loss to the Consignee with necessary supporting.

7. Responsibilities:

JPL shall from time to time issue Delivery Orders if applicable to the Transporter and the Delivery Orders shall contain all details regarding the consignment including but not limited to type of product, delivery instructions, delivery destination etc. The Transporter shall ensure that the rate of lifting / rate of movement is met as per the targets specified by JPL from time to time as per mutual agreement.

The Transporter shall at all times be liable and responsible to JPL for any loss or damage caused to public property or any building plant and machinery or property of JPL, Consignee, Consignor by any carelessness, negligence, inexperience or willful fault of the Transporter or his agent or by the Transporter's employee or representative. JPL shall be entitled to debit any amount incurred towards the repair or loss or damage so caused, to the account of the Transporter. However, such debits shall be levied only after proof of alleged losses or damages sustained by Transporter beyond reasonable doubt.

The Transporter shall make good any loss arising due to the confiscation of the Products by any Government or local authorities of any quantities of the products during or prior to the course of transportation due to Transporter's default.

8. Malpractice / Damage / Contamination:

Transporter shall ensure that the Products do not get contaminated due to any cause whatsoever.

The Transporter will ensure that any act or omission on his part or his crew does not damage the products entrusted to him by JPL in terms of the contract. If the products get damaged it will be disposed off at JPLs discretion. The difference between the cost of the product entrusted to the Transporter and the cost of the product along with other incidental expenses will be recovered from the Transporter.

In case of any rejection of material by JPL on account of suspected damage or contamination while material is in possession of Transporter, JPL would recover entire cost of the material from the Transporter. In the event of this happening twice during the year of the contract, JPL has the option of suspending and blacklisting the crew / Vehicle / Transporter along with recovering double of entire cost of material.

The provisions hereinabove will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicles or termination of the contract.

If a vehicle provided by the Transporter is involved in any malpractice, JPL shall seize the vehicle forthwith and conduct an investigation into the malpractice/s. If upon such investigation JPL in its sole discretion concludes that the crew of any vehicle is involved in malpractice or complicity of the Transporter in the malpractice, the Contract shall stand terminated and security deposit shall be forfeited with recourse to legal action as provided under the contract.

9. Non Delivery / Wrongful detention Of Consignment:

The consignment in the possession of the Transporter for transportation executed in terms of the Contract shall be held in trust by the Transporter and the same shall be delivered to JPL or its consignee promptly and in good condition. The Transporter shall be responsible for the loss to JPL due to non-delivery or non- execution and shall make good such quantified loss within such time as prescribed by JPL in this regard. In case of failure of Transporter in making good such losses within time prescribed by JPL, JPL shall have all the rights to recover the losses from the amount payable to Transporter or adjust through Security Deposit.

10. Vehicle Detention Charges:

No claim for detention charges of any nature shall be entertained by JPL under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

11. Inspection of Consignments:

JPL reserves the right to inspect the consignment at any time or place after the same is handed over to the Transporter for execution after giving reasonable notice and the Transporter shall make necessary arrangements for inspection as and when called upon in this regard by JPL. The Transporter in such cases shall not be paid any charges in any form for the Contract so made. The cost for inspection agency appointed by JPL shall be borne by JPL.

12. Failure to Execute Jobs Assigned:

Under no circumstances shall the Transporter discontinue work under the Contract. In the event, the Transporter fails to execute its obligations within a reasonable period or refuses to execute or arrange to execute such obligations for any reason whatsoever, JPL reserves the right to entrust the services partly or fully to any other Transporter/s at the risk and cost of the Transporter besides recovery of all losses on the Contract through the security deposit by the Transporter.

13. Indemnity:

Transporter hereby agrees to indemnify JPL, its offices and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against JPL by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties,

levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which JPL may now nor hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the Transporter of any of the terms and conditions of the Contract.

Without prejudice to JPL's other rights, JPL will be entitled to deduct from any dues payable to the Transporter, the amount payable by JPL as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non - performance or observance or non-observance by the Transporter of any of the terms and conditions of the Contract.

JPL shall not be responsible for death, injury or accident to the Transporters or its associate employees or any other third party, which arise out of or in the course of their duties. JPL shall not be liable for any theft, loss, damage or destruction of any property of the Transporter or his employees lying in JPL's premises for any cause whatsoever.

14. Safety and Responsibilities of Employees of Logistics Transporter:

The Transporter shall be responsible and liable for payment of salaries, wages and other lawful dues of its employees for the purpose of rendering the services required by JPL under the Contract. The Transporter shall maintain proper books of accounts, records and documents and comply with all statutory rules and regulations applicable to the Transporter for the fulfillment of the terms of the Contract.

The Transporter's employees shall always be under its direct control or supervision of Transporter and the Transporter shall be free to transfer its staff in accordance with its need provided that the Transporter ensures the fulfillment of its obligations under the Contract.

The Transporter shall, as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfill Transporter's obligations under the Contract and to substitute person instead.

The Transporter shall comply, in all respect, with the provisions of all statutes, Rules and Regulations applicable to the Transporter and/or to the Transporter's employees, including but not limited to Minimum Wages Act, ESI Act, PF Act and Bonus Act and in particular the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules made there under. The Transporter further assures that there is no inquiry/investigation pending by the Police against the Transporter or its employees. JPL shall not be responsible for all aforesaid compliances at any time during the currency of the Contract or on expiry or termination of the same.

15. Relationship with Employee of JPL/JPL

The Transporter shall not avail the services of any of the employees of JPL/JPL, directly or indirectly or enter into any momentary transaction with the employees of JPL/JPL at any time either pursuant to the Contract or otherwise and after expiry or sooner termination thereof. Favors such as bribes, commission, gifts or advantage given, promised or offered by or on behalf of Transporter or its partners, agents or servants to any of the employees of JPL or their agent or relatives in return of favors or agreeing to do such favors or disfavours to any other person entity or such other third party in relation to the Contract shall result in the termination of the Contract in addition to initiation of such civil or criminal proceedings at the sole discretion of JPL and JPL reserves the rights to recover any loss or damage resulting from such termination from the Transporter to the extent of the Value of loss involved along with interest.

16. Environment Protection:

The Transporter shall ensure that ignitable, reactive, or non-compatible goods are not transported along with JPL's goods. The Transporter shall ensure that the Products are transported in conformity with the environmental standards.

The Transporter shall be solely responsible for damage caused to the surrounding/environment during transit.

The Transporter shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid. JPL shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the Transporter for any environmental or other hazard during transit by any authority or court of competent jurisdiction. In the event of such action against JPL, the Transporter shall reimburse all such costs and expenses incurred in this regard.

17. Consignment Note and Acknowledgement of Material Receipt:

The terms and conditions normally printed overleaf in the consignment notes or any other document of the Transporter shall not be applicable to JPL to the extent that it is repugnant or otherwise inconsistent or contrary to the terms and conditions of the Contract.

At the time of taking delivery of the Products, the Transporter shall cross verify the quantity of material loaded/unloaded and ensure that the materials are in good condition.

The signing of JPL's documents by the Transporter's authorized representative shall serve as sufficient acknowledgement of the quantity and condition of Products received on behalf of the Transporter.

The cost of shortage @ landed cost of material to JPL in case of quantity shortage as

determined as per weight clause of this contract shall be debited to the Transporters account for shortfall in the quantity.

18. Transit Loss and Accidents:

JPL shall recover from the Transporter, the full value of the shortage quantity of Products caused inter alia, due to any damage, pilferage and theft in transit or non- delivery etc as per subsequent clauses of this tender documents.

The Transporter shall be liable for loss of any documents and in the event of loss, driver shall file FIR at the police station closest to where such loss had occurred and give a copy of the FIR to the consignee / JPL and also execute and give affidavit to the JPL. In case any vehicle does not reach its destination within 14 days of its expected time of arrival at JPL at the consignees place, unless otherwise intimated by Transporter to JPL, it will be deemed to have been lost / stolen and full JPL due of the Consignment shall immediately be recovered from the Transporter.

However in case the Transporter delivers the material such detained after 14 days, the recovered cost of material shall be refunded to the Transporter after recovering the penalty as stipulated in transit time clause.

In the event of an accident, robbery, theft, pilferage, vehicle having been lost or stolen, or vehicle meeting any untoward incident, the Transporter shall ensure that all necessary actions required under the law are taken, which shall include filing of FIR at the police station closest to where such loss, accident, robbery, theft, pilferage had occurred and give a copy of the FIR to the consignee as well as to JPL.

The Transporter shall at his cost and liability undertake to salvage Products in the event of an accident, robbery, theft, pilferage, or Force Majeure conditions and also ensure proper delivery of the same to the consignee, including making arrangement for transshipment if required, at the earliest.

All losses and costs incurred by the Transporter arising out of an event under above clauses shall be the sole liability of the Transporter.

19. Safety of Materials:

On written acknowledgement of condition of the product loaded by the Transporter or his authorized representative, it shall be deemed that the Transporter has collected the acknowledged quantity in sound condition.

The Transporter shall take necessary precautions to protect the goods in its custody from loss or deterioration.

The Transporter shall be responsible for providing safety equipment for loading and unloading of goods and to safeguard the goods in transit or during handling or any other accessories required for safe transportation/service.

The Transporter shall be responsible for all loss, destruction or deterioration of or to the materials from any cause whatsoever while in transit or during handling. JPL shall not be deemed to be responsible for such protective equipment at any point of time.

20. Notices:

All notices under the Contract shall be in writing and shall be served, either by hand or by sending the same by registered post or through courier addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

21. Mutual Assurances:

Each of the parties hereby covenants to use its best efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective as soon as reasonable practicable, the transactions herein contemplated. Each party shall co-operate with others, as reasonably requested, to assist such parties in complying with the request of clients and requirements of governmental and regulating authorities.

22. Amendment:

No change, amendment or modification of the Contract shall be Valid or binding upon the parties hereto unless such change, amendment or modification shall be in writing and duly executed by both the parties hereto.

23. Assignment:

Transporter shall not be entitled to assign, subrogate, sublet, directly or indirectly or part with the rights and obligations under the Contract without the prior written consent of JPL. JPL shall have the absolute right to assign to any person the whole or part of its rights and obligations under the Contract under intimation to the Transporter subject to the clause stated above.

24. Right to Reject:

JPL reserves the right to reject the use of the vehicle / equipment of the Transporter under the following circumstances

- i. If the vehicle or equipment reaches the designated place after the stipulated time.

- ii. If the vehicle, human resources or equipment are found unfit in any manner whatsoever for the purposes of the assignment.
- iii. Any other reason directly or indirectly attributable to failure in execution of the assignment.

The Transporter shall not be entitled to any payment whatsoever in such circumstances.

25. Force Majeure:

Neither party shall be liable for any delay, interruption or failure in the performance of obligations hereunder, if such delay, interruption or failure is due to or results from war (whether declared or undeclared), revolution, insurrection, military mobilization, civil commotion, riot, Act of God, and embargoes. Both parties agree to endeavour to minimise the effect of Force Majeure conditions to whatever extent they can & mutually agree on alternative courses of action either in anticipation of or after force majeure conditions after the normalcy is restored.

The party whose performance is so prevented or delayed shall promptly give notice to the other party with, if possible, supporting evidence and shall take reasonable steps to make good and resume its performance with least possible delay, provided however that, events or occurrences which could be foreseen/ anticipated and/ or avoided by exercise of due diligence and normal commercial prudence shall not be considered as Force Majeure conditions, even if falling under any of the conditions above.

26. Waiver:

The failure of either Party, at any time during the Term hereof, to require performance by the other Party of any provision of the Contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of the Contract does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

27. Survival:

All obligations incurred prior to and which by their nature would continue beyond cancellation termination or expiration of this Contract shall survive such cancellation, termination or expiration.

28. Secrecy & Confidentiality:

The contents of Contract should be kept confidential and not to disclose to any third party.

From time to time during the performance of the Contract, the parties may deem it necessary to provide each other with confidential information. The parties agree:

To maintain the confidentiality of such information and not to disclose the same to any third party, except as authorized by the original disclosing party in writing and except if required by law.

To restrict disclosure of such information to employees who have a "need to know". Such Confidential Information shall be handled with the same degree of care, which the receiving party applied to its own confidential information but in no event less than reasonable care.

That such information is and shall at all times remain the property of the disclosing party.

However, parties are hereby allowed to disclose all or any information to any regulatory authority or statutory/ legal/ judicial/ quasi-judicial/ administrative body whenever required.

Even if required by law such disclosure shall be made only with the prior intimation in writing of such disclosure to another party. Besides, information that are already public or is known to the outside world will not be considered confidential for this purpose.

29. Arbitration:

The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably.

In the event of the Parties failing to resolve any dispute amicably the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996, as is prevalent in India. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third presiding Arbitrator. The Arbitrators shall give a reasoned award.

The place of arbitration shall be Raigarh, Chhattisgarh and the language of the arbitration shall be English. The Parties further agree that any arbitration award shall be final and binding upon the Parties.

30. Governing Law:

This Contract shall be construed in accordance with and governed by the laws of India.

31. Jurisdiction

The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Bilaspur, Chattisgarh, India only with regard to any question or matter arising out of this Agreement and any other document that may be executed by the parties hereto or any of them in pursuance hereof or arising here from.

Annexure-4

JPL/DECLARATION/RFQ

Ref No.: JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Dtd-29.08.2023

**To,
Commercial Manager
Coal Management Group
Jindal Power Limited
Tamnar, Raigarh
Chhattisgarh-496107**

Sub: Declaration for “NIL DEVIATION” towards the terms and conditions mentioned in the RFQ document ref:(JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Dtd: 29.08.2023)

Dear Sir,

We, M/s.....having registered office at hereby declare that we accept scope of work, penalty clauses , Contractual Guaranteed GCV (ADB) and other special & general terms & conditions as mentioned in above referred document.

We hereby agree to submit our NIL DEVIATION bid against the RFQ reference No. - **JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Dtd: 29.08.2023**

We also agree that JPL may reject our bid if it has any deviation towards any of the terms and conditions mentioned in the above referred RFQ document.

Yours Faithfully,

Authorise Signatory

M/s

I hereby declare that I..... am the authorise signatory of the company M/s.....and the declaration for NIL DEVIATION against the RFQ ref: **JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Dtd: 29.08.2023** is submitted by me are true to the best of my knowledge. If the above declaration is discovered to be false, misleading and/or incorrect our participation in the said RFQ shall be liable for rejection and appropriate action may be initiated against us by JPL.

Authorise Signatory

M/s

Annexure-5

Safety- Declaration

I,Mr.....Proprietor/Partner/Director/Promoter/Owner on behalf of M/s..... having it's registered address.....

.....hereby declares that;

1. The vehicle deployed for services as mentioned in tender ref: **JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Date: 29.08.2023** shall be kept healthy with respect to checkpoints as mentioned in Annexure-A. If any violation found or observed by JPL then suitable penalty of Rs 2000 per trip shall be imposed by JPL and the same shall be accepted by us.
2. The driver of the vehicle must have valid driving license , Reflective jacket , helmet & Safety shoes while entering to the plant for unloading the vehicles in JPL's designated yard. Non-Compliance of the same shall attract the penalty of Rs. 2000 per trip which shall be acceptable to us.
3. The vehicle's driver shall practice all the traffic discipline and shall avoid all the unsafe practices while driving the heavy vehicles on road & within JPL's premises. Any unsafe activities observed during the assigned works then the penalty shall be imposed as per Annexure-B and the same shall be acceptable to us.
4. The above declaration is integral part of the tender ref: **JPL/NIT/2023-24/COAL/GP-IV/1,2&3/01 Date: 29.08.2023** and we shall not raise any objections or negotiation over the same during the tenure of the awarded works.
5. JPL may suspend/terminate the contract on his sole discretion, if repeated non-compliances observed by JPL.

Yours Faithfully,

Authorize Signatory;

M/s.....

Annexure-5 (A)

VEHICLE CHECKING REPORT

Date

Transporter

Vehicle No

Driver Name

License No

Your above vehicle has following defects:

Head Light	<input type="checkbox"/>	Main Horn	<input type="checkbox"/>	View Mirrow	<input type="checkbox"/>
Back Light	<input type="checkbox"/>	Reverse blow horn	<input type="checkbox"/>	Parking Indicators	<input type="checkbox"/>
Break Light	<input type="checkbox"/>	AV Alarm (Dala Lifting)	<input type="checkbox"/>	Night reflective strips	<input type="checkbox"/>
Fitness Certificate	<input type="checkbox"/>	Vehicle paper (RC)	<input type="checkbox"/>	Insurance document	<input type="checkbox"/>

Number Plate:

In Horse: Front side	<input type="checkbox"/>	Driver window side	<input type="checkbox"/>	Helper window side	<input type="checkbox"/>
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In Dala: Back side	<input type="checkbox"/>	Both side of Dalla	<input type="checkbox"/>
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Tyre / Rim Condition:

Other Observation (if any)-

Note: 'X' denotes defective

You are hereby advised to get it rectified at the earliest. And only after rectification, vehicles will be allowed inside the plant

**Driver/ Cont.
Representative**

Checked By

Approved By

Annexure-5(B)			
Standing Instruction for Road Safety Violation for Coal Vehicle			
SI NO	Type of Safety Violation	Monetary Penalty (Rs.)	Actions to be taken
1	Damage of Overhead Barrier	Rs.25000	Prohibition of Driver for Entry 6- Months
2	Any Damaged to the Road Barrier(other than overhead barrier)/Retaining Wall/etc	Recovery of Damage-Cost as proposed by the Concerned Department.	Prohibition of Driver for Entry 3-Month
3	Over Speeding inside plant	Rs.500 on first violation Rs.1000 for 2nd and 3rd After 3 incident driving driver should be blocked for 3 months.	Warning letter
4	Over taking of Vehicle		Warning letter
5	Vehicle Drive in Wrong Side of Road		Warning letter
6	Drink & Drive of Vehicle	Rs.20000 on first violation & Block entry for 06 months if repeated again.	Prohibition of Driver for Entry 6- Months
7	Toppling of Vehicle in Coal Yard during Unloading	Rs.10000	Warning letter
8	Any Road Accident related to injury	Minimum: Rs.50,000 & Maximum upto Rs.5,00,000 depends upon the severity of accident.	Prohibition of driver for 6 months if found guilty
9	Vehicle Collision	Recovery of Damage-Cost as proposed by the Concerned Department.	Prohibition of driver for 6 months if found guilty
10	After any Breakdown/incident (that causes Halt of vehicle inside the plant) vehicle is to be removed from site within 12 Hrs. Otherwise charges will be imposed.	Rs.10000/- first 24 Hours, Rs.20000/- if not removed by Transporter after 48 hrs.	Warning Letter