

Hiranmaye Energy Limited

(Formerly known as India Power Corporation (Haldia) Limited)

Notice Inviting Tender

Ref. No: HMEL/Tend/Coal-Rail & Road/19-20/01

Date: 20/01/2020

Sub: Supervision & Transportation of Linkage Coal from Mahanadi Coalfields Limited (MCL) to our Power Plant located at Haldia, West Bengal

Tender in prescribed format are invited at http://www.hiranmayeenergy.com/publish_tender.html by President (Coal) Hiranmaye Energy Limited from eligible Agencies/Companies in Two part bid system for the above said subject.

SL No	Milestone	Date
1	Address	Hiranmaye Energy Limited, Plot No. X 1, 2 & 3, Block EP, Sector V, Salt Lake City, Kolkata- 700 091
2	Name of the Job	Supervision of Linkage Coal from MCL, Unloading of Coal at HDCG siding of Haldia Dock Complex & Transportation of coal from HDCG to our plant.
3	Publishing Date	20.01.2020
4	Pre-bid queries submission end date	24.01.2020
5	Pre-Bid Meeting	28.01.2020
6	Bid Submission start date	29.01.2020
7	Bid Submission end date	05.02.2020
8	Techno Commercial bid opening date	07.02.2020
9	Price bid opening date	12.02.2020
10	Contact Person	Mr. Prakash Sethia
11	Telephone No. & email ID of The Contact Person	033-66094300 prakash.sethia@indiapower.com

For Hiranmaye Energy Limited

(Formerly known as India Power Corporation (Haldia) Limited)


Prakash Sethia
President (Coal)



CIN - U40105WB2008PLC125220

Registered Office : Plot No. X1 - 2 & 3, Block - EP, Sector - V, Salt Lake City, Kolkata - 700091

Ph : +91 33 6609 4314 / 15 / 16, Fax : +91 33 6609 4320

Project Office : Vill - Kasbere, P.O. - Shibramnagar, Haldia, Purba Medinipur, West Bengal, Pin - 721635

Ph : +91 3224 660910 / 925 / 926, Fax : +91 3224 660935

E-mail : pr@hiranmayeenergy.com, Web : www.hiranmayeenergy.com

HIRANMAYE ENERGY LIMITED (HMEL)

TENDER DOCUMENT FOR SUPERVISION OF COAL DISPATCHED FROM MAHANADI COALFIELDS LIMITED (MCL) & TRANSPORTATION OF COAL FROM HDCG RAILWAY SIDING OF HALDIA DOCK COMPLEX (HDC) TO OUR POWER PLANT HMEL LOCATED AT HALDIA, WEST BENGAL

To:

[Kindly submit in original after signing all the pages intact and filling Commercial Price Bid price as in Annexure III. Please attach all the required documents.]

Signature of Interested Service Provider:

Seal:

Date:

INSTRUCTIONS TO BIDDERS

1. All the pages of the tender/bid should be duly signed and proper seal should be affixed.
2. No over writings or correction shall be accepted unless authenticated with signature.
3. On submission of the Tender 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.
4. Rates to be quoted in the separate rate sheet i.e. Price Bid (Annexure-III) attached to the tender document and duly signed and the bidder shall submit the same in separate sealed envelope.
5. The bidder shall submit the tender in sealed envelope at below mention address before last date as prescribed.
6. No change of name shall be entertained; whatever name in which the bidder is submitting the bid, the same shall only be considered.
7. Following list of documents needs to be submitted along with Tender document :
 - Last 3 years balance sheet.(FY 2018-19, FY 2017-18 & FY 2016-17) along with the Provisional FY 2019-20
 - Company Pan card
 - GSTN registration certificates.

The RFQ document shall be filled and mailed (Scan copy with signature and seal) to coal@hiranmayeenergy.com and a copy to prakash.sethia@indiapower.com.

And hard Copy to be sent to the following address:

President - Coal

Hiranmaye Energy Limited
Plot no: X 1, 2 & 3, Block EP,
Sector- V, Salt Lake City
Kolkata- 700 091, West Bengal

[Kindly mention the tender reference number along with the address on the top of the envelope]

Signature of Interested Service Provider:

Seal:

Date:

AGREEMENT – TENDER DOCUMENT**1. DEFINITIONS & INTERPRETATION**

1.1 In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- 1.1.1 **“Affiliate”** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, “control” means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and “controlled” shall be construed accordingly;
- 1.1.2 **“Agreement”** means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto, signed by the Parties and shall be deemed to be read as an integral part of this Agreement.
- 1.1.3 **“Confidential Information”** means and shall include, but is not limited to non-public information which is disclosed by either party to the other party, whether or not marked confidential, shall include but is not limited to business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers’ data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, commercial information and intellectual properties & other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.
- 1.1.4 **“Effective Date”** shall mean _____;
- 1.1.5 **Fees”** shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.
- 1.1.6 **“Term”** the term of this Agreement is defined in Clause 4 of this Agreement.
- 1.1.7 **“Service Provider /Contractor/ Transporter”** shall mean the person or persons, firm, or companies whose interest has been accepted and agrees to be fully bound by the terms and conditions of the agreement

Signature of Interested Service Provider:

Seal:

Date:

1.2 In this Agreement:

- 1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;
- 1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- 1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;
- 1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;
- 1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;
- 1.2.6 "including" means "including without limitation";
- 1.2.7 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;
- 1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, that act, matter or thing shall be done on the preceding Business Day.

1.3 The agreement for provision of Services shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Service Provider may state/ mention in any quotation and/or any other correspondence made by the Service Provider.

1.4 At the outset it is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Service Provider be deemed to have any party of contract with the Company nor would they or any of their heirs assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

2. SCOPE OF SERVICES

2.1 The Service Provider has agreed to provide the Services particularly detailed in the annexure annexed hereto and marked as **ANNEXURE-I**. It is expressly agreed by the Service Provider that the quality of the Services as per the specified parameters is the essence of this Agreement and any assessment made by the Company in this regard shall be final, acceptable to and binding upon the Service Provider.

2.2 Service Provider will ensure that all committed services as detailed in **ANNEXURE-I** are met at all times during the Term of this Agreement otherwise the Company shall have the right to terminate this Agreement forthwith.

Signature of Interested Service Provider:

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2.3 The broad allocation of responsibility of the Parties is described in the Responsibility Allocation Matrix set out in and marked as **ANNEXURE-I** to this Agreement.

3. APPOINTMENT OF THE SERVICE PROVIDER

3.1 The Company shall be appointing the Service Provider, on a non-exclusive, principal-to-principal basis, for the rendering of the Services. It is expressly understood by the Service Provider that this Agreement does not confer any exclusive right with respect to the Services to be rendered under this Agreement nor does it confer any exclusive right to the Service Provider.

4. TERM

4.1 Notwithstanding the date of execution of this Agreement, unless terminated or determined earlier in accordance with this Agreement, the Term of this Agreement shall be for a period of 36 months with effect from the **Effective Date**.

4.2 The terms & condition & Transportation charges will be reviewed in each quarter. If it is necessary to make any charges then HMEL reserves the right to make such changes.

4.3 It is expressly covenanted that any transaction by way of completion of the Services after termination of this Agreement but initiated prior to the termination of this Agreement shall not be construed to be an extension of this Agreement.

5. QUANTITY

5.1 Annual Contracted Quantity of Hiranmaye Energy Limited is as follows

- i) MCL Talcher: 7,49,900 MT
- ii) IB Valley & Sardega: 7,52,400 MT

5.2 The Service Provider shall be bound by all decision and order of MCL addressed to HMEL including quantity and quality of coal

5.3 The Service Provider undertake to never claim any losses from HMEL or any of its associates person from any detriment suffered by service provider where such detriment arises out of actions of MCL.

6. OBLIGATIONS OF THE SERVICE PROVIDER

6.1 The Service Provider shall perform the Services hereunder with all due skill, care and diligence in a safe, competent, timely, efficient and professional manner as per best industry standards and any specific benchmarks agreed between the Parties. The Service Provider is not entitled to change the time schedule specified by the Company at any stage. Failure on the part of the Service Provider to comply with the specifications hereunder or time schedule shall constitute a breach of the terms of this Agreement. The Service Provider has visited the area and very well understands the ground conditions of the place of service and the periphery area. The Service Provider acknowledges to deal with the local issues for carrying out the work. It is the responsibility of the Service Provider to maintain harmonious relations with all stake holders for execution of the job.

Signature of Interested Service Provider:

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- 6.2 Service Provider shall at all times ensure proper rendering of the Services hereunder and also ensure necessary training of its personnel being deputed under this Agreement. If the personnel of the Service Provider are deficient, negligent or in breach of the Company policies as applicable while rendering the Services, but without prejudice to the right of the Company to take any such action as is in its sole opinion, the Service Provider shall take corrective steps immediately to avoid recurrence of such incidents and report to Company about its action plan.
- 6.3 The Service Provider shall ensure the correctness and genuineness of all or any of the information / data it provides under this Agreement.
- 6.4 The Service Provider shall comply with all applicable laws, including but not limited to labour laws, industrial laws, welfare and taxation laws as applicable to the Services under this Agreement. The Service Provider shall maintain all requisite records, registers, accounts books etc., which are obligatory under any law as applicable to the Services hereunder and shall provide any and all information as may be required by the Company either under any statutory provision or otherwise.
- 6.5 The Service Provider shall inform the Company immediately of any inquiries, questions or issues raised by any authority [including but not limited to any Government Authority (ies)] or officials regarding and relating to the Company, as well as expeditiously notify the Company of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. The Service Provider shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by the Company.
- 6.6 If any of the personnel of the Service Provider indulges in misconduct, theft or any unlawful activities, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Company. The Service Provider shall also ensure that such incidents do not interfere with continuity of Service to be rendered to the Company. It is understood between the Parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/ employed by him, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company.
- 6.7 The Service Provider or its personnel shall not give or receive any gift or reward in any shape or form which are against the applicable Company policies as applicable from time to time; and also comply with all applicable laws. Any breach of this obligation shall be a material breach of this Agreement.
- 6.8 Service Provider shall ensure that:
- a) Its employees/ representatives/ personnel under this Agreement maintain a high standard of ethical and courteous behaviour while performing the Services under this Agreement.
 - b) The number of trained service staff employed by the Service Provider is adequate for providing prompt and efficient Services to the Company.
 - c) Its personnel shall not enter in the functional areas or offices of the Company unless specifically permitted or required.

Signature of Interested Service Provider:

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- 6.9 The Service Provider will not use name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company is in no way responsible for the debts of the Service Provider and/or its employees.
- 6.10 The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.
- 6.11 It is clearly understood that the instructions so given or delivered to the representative of the Service Provider shall be construed as instructions given or delivered to the Service Provider.
- 6.12 The Service Provider shall be responsible for proper co-ordination with concerned personnel at the mines for Loading of the goods / consignment. The Service Provider will also provide necessary assistance at loading and unloading points as required.
- 6.13 The Service Provider shall Liaison with concerned MCL authorities and Railway officials for getting timely consent, allotment, loading & despatch of rakes and supervise by deploying sufficient manpower at the loading point and ensuring proper quantity & quality coal loaded which are matching with grades declared by MCL/CIL and the coal is free from shale/stone, big size boulders and also to ensure for providing 100% as per the delivery order.
- 6.14 The Service Provider needs to submit the complete manpower details covering name, designation, qualification & contacts details within 07 days of signing of this contract who will be respectively deputed at Talcher, IB Valley, Serdega, MCL Sambalpur, CIL, Railways, EDRM office Kolkata & also at other relevant locations which are not stated above.
- 6.15 The Service Provider shall ensure that under loading & overloading of rakes is avoided and shall load the rakes as per permissible carrying capacity of rakes as mentioned in relevant Railway & MCL circular.
- 6.16 The Service Provider shall witness the weighment of rakes at loading point & inform the details to concern representative of the company.
- 6.17 The Vehicles shall be weighed for gross, tare and net weight at respective consignee locations. The Service Provider shall obtain the Proof of Delivery (POD) of the consignment from the Company, on the Lorry Receipt (LR) in the manner specified by Company. This shall include the signature and rubber stamp of the Company, receipt quantity, date and time of receipt, shortages, quality etc. [The Service Provider shall obtain clean receipt for the goods / consignment.]
- 6.18 The Service Provider shall be deemed to be entrusted with the custody of the goods/consignment loaded onto its Vehicle at the point of loading, from the time until such time as unloading of the goods/consignment is commenced at the point of final delivery. For the

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Seal:

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avoidance of doubt the Service Provider shall be responsible for all goods/consignment that have been loaded onto its Vehicle and the Vehicle itself while such Vehicle and goods/consignment remain on the Company's premises. The ownership of goods/consignment during transit shall remain with the Company. The Lorry Receipt of the Service Provider shall be conclusive proof of dispatch of goods/consignment. However, any loading of consignment without Lorry Receipt shall not absolve the Service Provider from any liability. Notwithstanding anything contained in this Agreement, the Service Provider shall be solely responsible for losses arising to the Company due to theft/misuse of Lorry Receipts.

- 6.19 The Service Provider shall be responsible for all loss, destruction, damage, contamination or deterioration of or to goods/consignment from any cause whatsoever while goods/consignment is in the custody of the Service Provider and in the course of transit. The Service Provider shall take all precautions and positive steps that are necessary to ensure goods/consignment under Service Provider's charge are protected from loss, shortage, damage, contamination or deterioration and the same is transported and delivered safely to the company without any shortage. In case of any contamination, loss/shortage, the entire cost of the goods/consignment shall be recovered from the Service Provider. The Service Provider shall have to make good to the Company any loss due to the negligence or failure on his part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of the relevant acts, rules and regulations applicable in transporting, handling, dispatch of such goods.
- 6.20 The maximum payload for road delivery has to conform to the statutory regulations governing vehicle dimensions and gross weights. The Transporter has to comply with General safety and handling details as prescribed by the Company.
- 6.21 Vehicles as and when requisitioned by the company will have to be placed by the Service Provider within stipulated time. The decision of Company with regards to the actual losses incurred by Company including the reasonability shall be final and binding on the Service Provider.
- 6.22 The Service Provider shall accept the consignment at its own risk and shall be fully responsible for the losses arising out of damage of the consignment and shall also accept the full responsibility for non-delivery or short delivery of the goods/consignment due to theft, pilferage, accident, fire etc. Any loss to the Company during Transportation shall be at risk and cost of the Service Provider.
- 6.23 Ensure that there is no loss to the Company on account of theft, pilferage, adulteration or malpractice by the Service Provider and/or its agents or employees, during Transportation.
- 6.24 The Service Provider shall give only clean and unconditional lorry receipt and remarks like "*said to contain*" or at "*Owner's risk*" shall be void and shall be deemed to be unconditional.
- 6.25 The Transport vehicles shall be in perfect condition and shall have at all times valid Registration Certificates, Certificate of Fitness, Insurance, Pollution Certificate, permits etc. as may be required for operating the Vehicles for transportation.
- 6.26 The transportation is carried strictly in accordance with all applicable Central/State Laws and Rules, regulations made thereunder. The Service Provider shall ensure that the Transport

Signature of Interested Service Provider:

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Vehicle are loaded only to the extent of the permissible limit and shall not overload the vehicle. The Company shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the permissible limits. It is unambiguously agreed upon that the Service Provider shall be solely responsible to ensure that the goods loaded in the vehicles are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book.

- 6.27 The Company and/or its Officer(s) shall not be HMEL liable for death, injury or accident or any compensation relating thereto, for any reasons, whatsoever, in respect of any of Service Provider's workmen/employee.
- 6.28 It shall be the responsibility of the Service Provider to provide suitable and well maintained vehicles. It must not offer any suspended or blacklisted vehicle. The interior of the transportation vehicle should be smooth at sides as well as bottom so that the goods do not get damaged in loading, transit and unloading. The vehicles provided will also have adequate number of tarpaulins to cover the bottom, side and top portions of goods to secure them against all possible damages due to rain, storm and cyclone.
- 6.29 It shall be the obligation, duty and responsibility of the Service Provider to ensure that the goods are properly loaded, positioned and secured at all times. The Service Provider shall also be responsible for ensuring that the driver shall check the load for security by testing the lashings for adequate tension immediately after the Vehicle has left the site of loading and thereafter at regular intervals during the Journey.

7. OBLIGATIONS OF THE COMPANY

- 7.1 The Company shall provide all the relevant data, guidelines and information(s) necessary to give effect to the scope and purposes of this Agreement and as agreed between the Parties.
- 7.2 The Company shall make the payments as specified in Annexure III of this Agreement.

8. CONSIDERATION

- 8.1 All payments / service charges to the Service Provider under this Agreement shall be made as per the rates specified by the Company as detailed in **ANNEXURE - III (hereinafter referred to as "Consideration")**
- 8.2 The Company reserves the right to set-off, deduct, and withhold any amounts from out of the payments due and payable by the Company to the Service Provider under the terms of this Agreement, any other agreement in respect of which the Service Provider may be indebted or in default to the Company or applicable laws. The Service Provider shall submit bills of actual work done for payment purposes.
- 8.3 Subject to 7.2 above and any other deductions as may be allowed as per the terms of the Agreement, the Consideration will be paid by the Company as per the correct invoices raised by the Service Provider.

Signature of Interested Service Provider:

Seal:

Date:

8.4 Nothing contained herein shall prevent the Company from deducting tax at source as required under any law or regulation. Apart from the payments agreed between the Parties hereto no other payment shall be made by the Company to the Service Provider for the rendering of the Services under this agreement.

8.5 Service Provider shall be responsible for complying with all applicable laws including labour, welfare, taxation and other laws.

8.6 Except as specifically provided under this Agreement, the Company shall not be liable in any manner whatsoever to pay any monies by whatever name called to the Service Provider or any other party for any reason whatsoever under any head whatsoever.

9. SECURITY DEPOSIT

9.1 Successful bidder shall submit Rs. 10 lakh as Security Deposit within 7 days from effective date. The Security Deposit may be forfeited by the Company to recover any amount payable by the Service Provider and also in the event of violation of any terms and conditions of the Agreement. Service Provider shall immediately credit the amount debited from the security deposit to ensure that the Security Deposit is never short of the required amount.

9.2 It is further agreed that any liquidated damages, if levied upon the Service Provider under this Agreement or any cost as determined by the Company or any amount, which become due and payable by the Service Provider shall be deducted from any payment that may accrue to the Service Provider under this Agreement. However, if no payment(s) are due to the Service Provider, the Company shall be entitled to forfeit whole or part thereof from the Security deposit as may be deemed fit by it, apart from any other legal/administrative action/right which may be taken or may get accrued to the Company as a consequence of such breach of the Agreement.

9.3 The said Security Deposit shall be discharged by the Company only after receiving the receipt certificate by the Company acknowledging successful completion of Services under this Agreement by the Service Provider.

10. MODE OF TRANSPORT

10.1 The Service Provider shall only transport the goods by the mode as specified by the Company. If it is found that the Service Provider transports the goods by mode other than the one specifically agreed there, the Company shall be entitled to forthwith forfeit the payment for set transportation and shall have a right to terminate the Agreement at its sole discretion.

11. TRANSHIPMENT

11.1 The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any trans-shipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior approval of the company, furnishing the reasons for trans-shipment. Freight charges shall be made after condonation for recorded reasons. Otherwise no payment will be made in case of un-authorized transshipment.

Signature of Interested Service Provider:

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11.2 Consignment with HMEL by Service Provider in their warehouse in transit without the written permission of the Company shall be liable for liquidated damages for late delivery and any losses in this regard shall to be borne by the Service Provider.

11.3 Part consignments can be transhipped only with Company's prior permission.

12. PROOF OF DELIVERY

Please refer to Annexure-I (Scope of Work)

13. MALPRACTICE/DAMAGE/CONTAMINATION

13.1 The Service Provider will ensure that any act or omission on his part or his crew does not damage the products entrusted to him in terms of this Agreement. If the products get damaged it will be disposed of at the Company's discretion. The difference between the consignment cost and realised/realizable value shall be recovered from the Service Provider.

13.2 No transportation charges will be paid for the futile trip during which the consignment got damaged and the subsequent trip for transportation of the damaged product to the Company.

13.3 The provisions hereinabove will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicle or termination of this Agreement.

13.4 If any employee/vehicle of the Service Provider is involved in any malpractice, the Company will be entitled to conduct an investigation into the malpractice/s. If upon such investigation, the Company in its sole discretion concludes that the employee/vehicle is involved in malpractice, it will black list such employee/vehicle and crew. If however, the investigation reveals the connivance of the Service Provider in the malpractice, this Agreement shall stand terminated.

14. LIQUIDATED DAMAGES

14.1 Service Provider shall be solely responsible for 100% materialization of contracted quantity within permitted time frame on monthly basis by MCL/Railways i.e. within 3rd of every month.

14.2 Without prejudice to other rights of the Company and notwithstanding anything contained in this Agreement, in case the Service Provider fails to adhere to any of the terms and conditions and covenants of this Agreement, the Company shall be entitled to levy liquidated damages on the Service Provider equivalent to the consignment value.

15. TAXES AND DUTIES

15.1 Payment of all taxes, fees, levies, duties, or other charges of whatsoever nature and in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subservice Providers levied or imposed now or hereinafter as a result of the services provided hereunder and the performance of this Agreement shall be the responsibility of and be paid by the Service Provider. Nothing contained herein shall prevent the Company from deducting tax at source as required by law from the payments due to the Service Provider.

Signature of Interested Service Provider:

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- 15.2 The rates / prices are inclusive of all taxes & duties except "Goods & Services Tax" or "GST". GST shall be paid extra by Hiranmaye Energy Limited to the Service Provider. Also, in the Price Bid, the Service Provider shall specifically indicate the scheme under which they shall be claiming / charging GST (viz. "Forward" or "Reverse" Charge mechanisms)
- 15.3 Necessary Tax Deduction at Source (TDS) as per income Tax Act shall be done by Hiranmaye Energy Limited & relevant TDS certificates shall be issued by Hiranmaye Energy Limited.
- 15.4 The Service Provider shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, GST, sales tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.
- 15.5 The Service Provider shall also ensure that its sub-Service Providers file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

16. STATUTORY COMPLIANCES/LICENCES

- 16.1 The Service Provider shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.
- 16.2 The Company shall be entitled to deduct/adjust from amount payable to the Service Provider any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Service Provider.

17. INSURANCE

- 17.1 The Service Provider shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.
- 17.2 The Service Provider shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.
- 17.3 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement.

Signature of Interested Service Provider:

Seal:

Date:

- 17.4 The Service Provider shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Service Provider shall lodge and settle the claim with the insurance company.
- 17.5 It is the sole responsibility of the Service Provider to place and transport the Company consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All Company consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Service Provider's account.
- 17.6 In case of accident, the Service Provider will initiate action in accordance with the instructions of the Company as well as its internal procedures / documentation required, requirements of insurance company, with which the Service Provider has familiarised himself prior to the commencement of this Agreement.
- 17.7 The Service Provider will be responsible for providing a damage certificate, police FIR, spot survey report, photographs, final investigation report etc. and any other document or support as may be required by the insurance company.
- 17.8 The Service Provider will be responsible for providing a fit truck to salvage the product from the accidental truck and deliver the goods to the Company/consignee at its cost.
- 17.9 Recovery for any product loss from the Service Provider will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency. The freight amount of the said truck shall be paid only after settlement of the insurance claim.
- 17.10 The Service Provider is responsible for safe delivery of the Consignment at the destination. While transporting hazardous chemicals, Service Providers must comply with the requirements of safety instructions as per Motor Vehicle Act, 1989 and subsequent amendments and take adequate measure for emergency preparedness. Any failure in this regard during the term of the contract is liable for termination of the Agreement.
- 17.11 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Service Provider from compensating Company /Consignee in case of damage / loss.
- 17.12 If the Company has insured the goods/consignment being transported by the Service Provider, then it shall lodge its claim on the insurance company for the losses suffered by Company due to non- delivery in time/accident etc. resulting damage to the goods/consignment and the same shall be payable by Insurance company to Company. The Company on receipt of its claim amount from the insurance company shall have the liberty to surrogate its rights of recovery in favour of insurance company for recovering the amount from the Service Provider. Without prejudice to above, the Service Provider is responsible to make good of loss if any suffered by Company due to non-payment by the insurance company.

18. WARRANTIES AND REPRESENTATION

18.1 The Service Provider represents and warrants that:

- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to

Signature of Interested Service Provider:

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perform the services as detailed in the Scope of Services above and as may be necessary to perform the Services hereunder in a professional manner.

- (ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- (iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- (v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.
- (vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- (vii) it shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.
- (viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the Services;
- (ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including limited right of use of those owned by any of its vendors, affiliates or subService Providers) which it provides to the Company, for use related to the Services, and that any IPR provided by the Service Provider shall not infringe the IPR of any third party;
- (x) The Service Provider represents that there is no inquiry/ investigation pending by the Police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of all Statutes Rules and Regulations or Schemes or Directions or Orders either of the State or the Central Government, or of other local authorities or Judgments or decrees of any description or any modification thereof passed by any competent authority or body or Court as applicable to the Service Provider and /or to the Service Provider's employees;
- (xi) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies Company against all such liability.

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

18.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

19. DEFAULT AND TERMINATION

19.1 Either party may immediately terminate this Agreement as under:

- (i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.
- (ii) if other party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re- organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) a other party's creditor attaches or takes possession of all or a substantial part of said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement;
- (iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

19.2 Without prejudice to its other rights and claims whatsoever against the Service Provider, the Company may terminate this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

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

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20. LIMITATION OF LIABILITY

- 20.1 Except as may be otherwise provided in this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.
- 20.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

21. FORCE MAJEURE

- 21.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").
- 21.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 21.3 The Service Provider shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Company, reimburse the expenses incurred by the Company in securing and protecting the consignment till the Service Provider intimates the Company about the cessation of such Force Majeure Event(s).
- 21.4 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 21.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

22. INDEMNITY

- 22.1 The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any taxes, levies, costs and charges which may be levied or imposed on the

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Service Provider or its sub-Service Providers by any Government Authority arising out of or in connection with the performance of this Agreement.

- 22.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.
- 22.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

23. ARBITRATION

- 23.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:
- (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
 - (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be New Delhi, India.
 - (iii) The award made in pursuance thereof shall be final and binding on the parties

24. APPLICABLE LAW AND JURISDICTION

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

25. SET OFF

- 25.1 Only the Company may at any time without notice to the Service Provider set off any liability of the Service Provider to the Company against any liability of Company to the Service Provider (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause

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shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

26. CONFIDENTIALITY

- 26.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.
- 26.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.
- 26.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

27. MISCELLANEOUS PROVISIONS

- 27.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.
- 27.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
- 27.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument
- 27.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than the scope defined on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.
- 27.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile / email, prepaid post or by hand delivery to the address of the addressee shown in this

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Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile / email, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

- 27.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.
- 27.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 27.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.
- 27.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 27.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Service Provider execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.
- 27.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 27.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 27.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 27.14 Risk Purchase: In case, the Service Provider is unable to meet with the stipulated Dispatch Schedule (as per asking rate) / Delivery Timelines even after repeated notices from the Company, the Company reserves right to cancel the Agreement (or the allotment of a particular quantity, as the case may be) with 7 (Seven) days' notice for the balance quantity which has not been lifted / dispatched and get the balance quantity lifted / dispatched through any other Transporter at the risk and cost of the existing Transporter and recover the cost / expenditure from the Existing Transporter's bills due or becoming due.

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28. LIST OF ANNEXURES

- ANNEXURE I- Scope of Services
- ANNEXURE II - Check List
- ANNEXURE III - Price Bid
- ANNEXURE IV-Techno Commercial Bid
- ANNEXURE V- Safety Compliance
- ANNEXURE VI - Code of Conduct

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS.

	SIGNED & DELIVERED On behalf of Service Provider by its authorized signatory
	Name:
	Title: Date:

**Signature of Interested Service Provider:
Seal:
Date:**

ANNEXURE – I**SCOPE OF WORK****Co-ordination with MCL & Railways**

1. Arranging Linkage coal supplies to our plant by Rail from MCL mines at Talcher, IB Valley & Basundhara against Linkage rake allocated by the MCL/Railway, from time to time.
2. Obtain the program for rake movement for the particular month from HMEL & Submission of the same with MCL Sambalpur.
3. Collection of payment advice from HMEL & Submission of the same to MCL Sambalpur for allocation & endorsement.
4. Submission of application with EDRM, Kolkata and get sanction of the same and release of programme on monthly basis within the notified dates.
5. Timely offer & allotment of sanctioned rakes within the notified dates.
6. Liaison with MCL & Railway for ensuring no lapses of linkage rake on month on month basis as per the time line given by MCL & Railways (at present 3rd day of next month) by execution of 100% linkage rake materialization for HMEL.
7. Liaison with concerned MCL authorities and Railway officials for getting timely consent, allotment, loading & despatch of rakes and supervise by deploying sufficient manpower at the loading point and ensuring proper quantity & quality coal loaded which are matching with grades declared by MCL/CIL and the coal is free from shale/stone, big size boulders and also to ensure for providing 100% as per the delivery order.
8. Service Provider will ensure that under loading & over loading of rake is avoided and will load the rakes as per the permissible carrying capacity of the rakes as mentioned in the relevant railway & MCL circular.
9. Coordinate with MCL officials at respective mines in order to ascertain that superior grade/quality coal loaded.
10. Making best efforts for placement of rakes as desired in preferred siding as per preference of HMEL.
11. Ensure proper/correct weighment of the rake at in-motion weighbridge in coordination with Railway Authorities.
12. Ensure early release of rake in case of in-route weighment.
13. Co-ordination for timely payment of Railway freights to avoid booking freight on to-pay, making the Railway receipt as freight paid.
14. Taking measures to prevent charging of wagon load rate in Railway freight.
15. Co-ordinate with Railway Authority & inform us for the linkage rakes status which are in transit from the point of dispatch till receipt at HMEL.
16. Any lost/misplaced/ sick wagons will be intimated by HMEL to Service Provider, based on the same Service Provider will coordinate with Railways to ensure dispatch of the same wagon without any delay.
17. Service Provider shall ensure timely dispatch of Rakes by arranging the required power & crew immediately after loading.

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18. Service Provider will ensure that simultaneous dispatches of Rakes are avoided and bunching of coal rakes do not occur at plant and our plant is not called upon to pay unnecessary demurrage charges on account of successive receipt of Rakes.
19. Service Provider will collect the Coal bills and provide the same at an interval of 10 days i.e. 3 times in a month, original RRs and other original documents from the MCL/Railways immediately and forward the same to our plant on regular basis i.e. within 48 hrs from the Rake loading completion.
20. Service Provider should put efforts to provide the Xerox copy of RR within 24 hrs from loading of rakes and collect the original coal bills & RR and other documents and provide the same to HMEL on daily basis.
21. Service Provider will take up with MCL & Railway for obtaining refund against amounts due to us for various reasons time to time.
22. Co-ordination with third party inspection agency (QCI/CIMFER) on behalf of HMEL.
23. Service Provider will responsible for providing market intelligence, report on linkage coal & new policies for CIL & Railway, customer details, mine details, notices, circulars etc. relevant to coal & Railway.
24. Service Provider will provide daily linkage MIS report to HMEL through mail:
 - About MCL coal program allocation and offer to HMEL.
 - Program & Allotment of rakes for loading by Railways/EDRM to HMEL.
 - Balance rake remaining to be loaded for HMEL.
 - Daily coal rake dispatch by MCL at Talcher, IB Valley & Basundhara area.
 - Position of rake & arrival time.

Unloading & Transportation from HDCG Siding to Plant:

1. Service Provider will inform HMEL officials regarding placement of rake at HDCG siding
2. Placement of Rake at HDCG siding, all Railways formality to be complied with, liaison with HDC authority & local for execution of the work.
3. To unload the rake including wagon sweeping within the free time allowed by Railway.
4. Storing & stacking of coal at HDCG siding.
5. Railway track cleaning, sweeping of siding and any other of Railway & Port shall be carried out by the Service Provider.
6. To ensure that no demurrage, wharfage, penal charges, damage claim by Railway/HDC to HMEL due to delay in rake unloading etc. if any such charges levied by Railway/HDC then the same shall be debited to the Service Provider.
7. Road Transportation of coal from HDCG to HMEL plant preferably by Dumper/Tippers.
8. Dumper/Tippers shall be properly loaded & covered with tarpaulin.
9. The Service provider shall directly deal with the truck owner's association/union for availability of trucks & all other issues as & when required. At no point non-availability of trucks shall release the service provider from his contractual obligation.
10. Obtain necessary documents from HMEL & prepare lorry receipts and other documents specified by HMEL as per the statutory requirement on completion of loading.
11. Service Provider shall pay for all road toll, taxes, dues, local expenses etc.

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12. Service Provider will responsible for security of coal at HDCG siding. Service Provider shall ensure that all valid documents like registration books/card of vehicles, permits, insurance and PUC certificate as applicable as per the laws of India must be available with the vehicles all the times.

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ANNEXURE –II

CHECKLIST

SL NO.	Term / Condition	Detail	Confirmation / Remarks
1	Brief Scope	Transportation of Coal by Rail Mode from coal offered by MCL to the Power Plant of HMEL at Haldia, West Bengal. The entire responsibility end to end Coordination at all level of MCL/Railway/Mining Office for delivering of quantity from mines to our plant through Rail. Unloading at HDCG siding of Haldia Dock Complex & Road Transportation from HDCG siding to Plant. The scope of collecting the Coal invoices & RR from MCL & handing over it to HMEL shall also be part of the Scope of Work.	
2	Quantity Commitment	Annual Contracted Quantity (ACQ) with MCL	
3	Payment Terms	<p>95% payment shall be made by HMEL within 30 (Thirty) days from the date of receipt of Correct Bill and 5% will be on hold and will be released at the end of the contract. The Billing will be done on monthly basis.</p> <p>For GCV Bonus, Service Charges & Transportation separate bill shall be submitted by Service Provider on monthly basis.</p> <p>Invoice must consists of followings:</p> <p>Two Copies of Invoice along with Railway Receipt (RR) copies.</p> <p>Service Name to be mentioned in invoice – Good Transport Agency(GTA)</p> <p>Mention Reverse GST Charge applicable in the invoice. Consignment Note to be provided invoice wise.</p> <p>Bills submitted with incomplete details / inadequate documents shall be rejected.</p> <p>Transportation Freight payment shall be done on Plant received quantity.</p> <p>Service Charges & GCV Bonus shall be done on Plant received quantity & RR quantity whichever is lower.</p> <p>Final payment shall be made within 40 days of completion of reconciliation and signing of No due certificates. For reconciliation the Service Provider need to submit required documentation & support as required.</p>	
4	Effective Date /	Effective/Commencement date will be the date on which	

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	Commencement	the agreement is signed by both parties.	
5	Tenure	<p>The contract shall remain valid for 36 (Thirty six) months. However, it is subject to satisfactory & sustainable performance.</p> <p>HMEL reserves the right to curtail the quantities / terminate the Contract in case the performance is dissatisfactory / below par.</p> <p>Aside, based on the satisfactory performance, HMEL reserves the rights to extend the contract with same terms & condition.</p> <p>The Teams & Condition & Transportation charges will be reviewed in each quarter. If it is necessary to make any changes then HMEL reserves the right to make such changes.</p> <p>Also, HMEL reserves the right to appoint more than one Service provider.</p>	
6	Delivery Time Line	It is agreed that Service Provider shall achieve 100% materialization month on month basis.	
7	Guarantee GCV (Bonus/Penalty)	Detail clause shall be as per Annexure – III	
8	Total Moisture (TM)	<p>In case the weighted average moisture for a month exceed the permissible range, the payable quantity shall be adjusted as per below formula</p> <p>Permissible Guaranteed Moisture would be : 12 % for non-monsoon season 14 % for monsoon season (on quantity lifted in months of Jul, Aug and Sep)</p> <p>Adjusted quantity: $\frac{\text{Received quantity} \times (100 - \text{TM at HMEL})}{(100 - \text{Guaranteed Moisture, i.e 12\% / 14\%})}$</p> <p>There would be no extra premium for lower moisture</p>	
9	VM (ARB)	VM (ARB) should be above 16% on entire monthly quantity. Penalty of Rs.20 /MT shall be imposed on weighted average basis on entire monthly adjusted quantity having less than 16% VM. There would be no premium for higher VM (ARB).	
10	Weighment determination	<p>For Service Charges, Materialization Penalty, Shortage Penalty & GCV Bonus/penalty, lower of RR weight and HMEL plant weight shall be considered.</p> <p>For Transportation Charges from HDCG to plant HMEL received weight shall be considered.</p>	
11	Shortage / Tolerance/	Weight tolerance of 2.5 % between RR weight & HMEL plant weighbridge receipt weight.	

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	Handing loss	<p>The calculation shall be on Rake to Rake basis.</p> <p>If shortage found more than permissible limit of 2.5% and up to 3% in a Rake then actual landed cost of coal shall be deducted from vendor for the quantity beyond permissible shortage on Rake to Rake basis.</p> <p>In case of shortage exceeds 3% on Rake to Rake basis then no tolerance for shortage will be allowed and actual landed cost of coal shall be deducted from vendor for entire shortage quantity.</p> <p>Landed cost of coal for this purpose shall be Coal cost + Railway Freight + HDC Statutory Charges.</p>	
12	Materialization	<p>It is agreed that Service Provider shall achieve 100% materialization month on month basis.</p> <p>penalty as per Annexure- III</p>	
13	Under Loading & Over Loading	<p>Under Loading Charges over and above 50 Mt shall be recovered on rake to rake basis as per below formula: [Chargeable weight – (RR weight + 50 MT)] x (Total Freight/RR Wight)</p> <p>If any credit received from MCL for under loading then penalty will be reduced accordingly</p> <p>100% over loading charges shall be recovered from the service provider as per overloading penalty specified in RR</p>	
14	Railway Freight	<p>Railway freight shall be paid by HMEL through FOIS. Any penal fee towards dead freight, demurrage, detention shall be deducted from service provider account considering the difference in chargeable and RR quantity. In case of missing of RR Copy then plant quantity to be taken into consideration for calculation of deduction.</p>	
15	Crushing of Coal at siding	<p>Only crushed coal to be allowed for loading into rakes. (-250mm)</p>	

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Seal:
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ANNEXURE III

PRICE BID

1. Name of Tenderer:
2. Address of Tenderer:
3. Ownership Status of the Tenderer:
4. Name of Person/Official:
(With Designation)

Please quote Rate per MT considering below points.

- The Rate shall be inclusive of all taxes & duties except GST. GST to be kept extra; also the mechanism forward/reverse to be specified
- Necessary Tax Deduction at Source (TDS) as per Income Tax Act shall be done by HMEL & relevant TDS certificates shall be issued by HMEL.

1. Service Charges:

Particulars	Rate (Rs/Mt)	GST (%)
Service Charges		

2. Materialization:

Materialization %	Penalty
91% - 95%	Penalty of _____ PMT on Total quantity
81% - 90%	Penalty of _____ PMT on Total quantity
71% - 80%	Penalty of _____ PMT on Total quantity
60% - 70%	Penalty of _____ PMT on Total quantity
<60%	Penalty of _____ PMT on Total quantity

Materialization on Monthly Allocation:

- Materialization will start from 2nd/3rd/4th day of every month till 3rd day of next month.
- Materialization achievement % for the calculation of Penalty is to be done based on Monthly Schedule Quantity (MSQ) as per FSA

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i.e. $\frac{\text{No of rake loaded from Monthly quota including Supplementary rakes}}{\text{Monthly quota of no of rakes sanctioned by MCL including Supplementary rake}} \times 100$

3. GCV (ARB) Receipt at HMEL:

Particulars	Bonus/Penalty
Within 50 points Higher than the lower point of declared GCV by MCL converted to ARB	Bonus of _____ PMT
Within 51 points to 150 points higher than the lower point of declared GCV by MCL converted to ARB.	Bonus of _____ PMT
Within 151 points to 250 points higher than the lower point of declared GCV by MCL converted to ARB.	Bonus of _____ PMT
Excess than 251 points or more than the lower point of declared GCV by MCL converted to ARB.	Bonus of _____ PMT
Within 50 points lower than the lower point of declared GCV by MCL converted to ARB	Penalty of _____ PMT
Within 51 points to 150 points lower than the lower point of declared GCV by MCL converted to ARB.	Penalty of _____ PMT
Within 151 points to 250 points lower than the lower point of declared GCV by MCL converted to ARB.	Penalty of _____ PMT
Less than 251 points or more than the lower point of declared GCV by MCL converted to ARB.	Penalty of _____ PMT

Note:

- GCV (ARB) received at HMEL plant will be final for all propose.
- Bonus/Penalty for GCV will be calculated rake to rake basis.
- Consideration of 200 point GCV less in comparison of MCL declared GCV in ADB to ARB

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4. Shortages:

Shortage shall be calculated on Rake to Rake basis

Shortage (%)	Penalty (%)
0% to -2.5%	No Penalty
More than -2.5% to -3%	Landed cost of coal for entire shortage quantity after adjusting tolerance of 2.5% will be debited.
More than -3%	Landed cost of coal for entire shortage quantity will be debited. No tolerance for shortage will be given.

$$\text{Shortage \%} = \frac{(\text{HMEL Plant Weight} - \text{RR Weight}) \times 100}{\text{RR Weight}}$$

$$\text{Landed cost of coal} = \text{Coal value} + \text{Railway Freight} + \text{HDC Statutory Charges}$$

5. Transportation Charges:

Particulars	Rate (Rs/Mt)	GST (%)
Unloading of Rakes at HDCG		
Transportation from HDCG to Plant		

Signature of Interested Service Provider:

Seal:

Date:

ANNEXURE – IV
Techno Commercial

Please submit following details along with the tender:

(You can use additional sheet for furnishing full details where ever its required)

1. Name of the Firm: _____

2. Date of incorporation: _____

3. Name of the Associated / Sister Companies: _____

4. Contact Details / Address (H.O.) :

Telephone(s) _____ Fax _____

Email _____

5. Type of the Firm: (Please tick)-

Sole Proprietorship

Partnership

Pvt. Ltd.

Ltd.

Others (Pl. specify) _____

6. Locations (other than HO):

Offices Address:

Warehouses _____

Signature of Interested Service Provider:

Seal:

Date:

7. Statutory details:

a) Permanent Account No. (PAN): _____

b) GST Registration no: _____

8. Bank Details:

Banker Name: _____

Bank branch: _____

House No & street : _____

City: _____

Postal Code: _____

State: _____

Bank Account No: _____

IFSC Code: _____

9. Directors / Promoters:

Name: 1) _____

Age : _____

Qualification: _____

Years of Experience: _____

Name: 2) _____

Age: _____

Qualification: _____

Years of Experience: _____

10. Staff Strength

Managerial: _____

Supervisory: _____

Signature of Interested Service Provider:

Seal:

Date:

Indirect / Contracted: _____

11. Financials:
(Give Figures in Lacs)

	2019-20	2017-18	2016-17
Freight Turnover			
Net Profit			
Net Worth			
Capital Employed			

NOTE: Also provide Provisional FY 2018-19

12. Major Contracts / Clients: (Please attach the relevant contract copy)

Name of the Customer	Volume (in Lacs)	Contract – Since(Yrs.)

13. Client Reference:

- 1) _____
- 2) _____
- 3) _____

14. Relationship with the HMEL Group

Signature of Interested Service Provider:

Seal:

Date:

15. Self-Declaration:

Have you ever been black listed by any of your client if yes, plz specify Name of company & Reason for black listing

Following list of documents needs to be submitted along with Tender document:

- Details of similar services executed by the bidder in last three years (submit the details of orders executed along with completion certificates.
- Last 3 years balance sheet.(FY 2018-19, FY 2017-18 & FY 2016-17)
- Company Pan card
- GSTN registration certificates.

Signature of Interested Service Provider:

Seal:

Date:

ANNEXURE – V
SAFETY COMPLIANCE

Service provider shall be responsible for & shall follow the safety rule under the provision of factory act 1948 & West Bengal factory rule & Indian electricity safety rules amended up to date and other statutory safety rules and regulation in force during currency of the contract.

- 1) Service provider shall provide all necessary safety gadgets like safety shoes, safety helmet, goggles, dust mask, ear plug etc. to all his employees .All PPE's should of ISI grade .Sub-standard PPEs will not be allowed to used .Neither service provider nor his employees will be permitted to enter factory premises without safety PPEs The service provider should ensure strict compliance on safety measures as adopted by HMEL.
- 2) Ensuring safety and prevention of any accident /incident of the employees of the service provider will be sole responsibility of the service provider.
- 3) Charges to wards any damage of the HMEL equipment /material caused due to coal trucks will be deducted from your bill after assessment of our HMEL in charge. The assessment of our engineer shall be final and binding for service provider.
- 4) The service provider vehicle entering in to factory premises must be comprehensively insured.
- 5) The service provider shall take all safety precaution and provide adequate supervision by competent person in order to do the job safely and without damage to plant, personal, equipment and the environment.
- 6) The following Safety rules have been strictly implemented for all coal trucks received inside HMEL. Premises and that all service providers shall be required to adhere to them. Truck driver should have valid driving license. Cleaners/HMELpers who do not possess proper driving license should not be allowed for driving. (All the coal trucks entering our plant are being checked for valid driving license. Entry of coal truck drivers who does not possess valid driving license will not be permitted inside).
 - Truck should be in good condition by all means for transportation of coal from mines to plant. Any broken/damaged trucks will not be permitted for unloading.
 - Two working head lights, rear lights and rear mirror should be in good working condition. Number plates to be available and Vehicle Registration number to be mentioned front and back side legibly in all coal trucks.
 - All tyres of the trucks should be in good condition.
 - Trucks should not speed limit of 20 KM per Hour inside the factory premises. Any rash driving shall be penalized on the spot.
 - No over loading of trucks shall be entertained.
 - No spillage of coal en route from HDCG Siding to our plant shall be entertained.
 - All the general terms and conditions as per our work order should be complied fully.
 - NO drunk and Drive shall be entertained inside factory premises.

Signature of Interested Service Provider:

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- Trucks used for coal transportation should have proper tarpaulin covers from mines till our Coal yard.
- No overtaking of vehicles shall be permitted inside plant premises.
- Reverse horn to be made available in Coal Truck.

ANY NON COMPLIANCE TO ABOVE, PENALTY WILL BE IMPOSED AS PER ROAD SAFETY POLICY

Service provider must have to follow the ROAD SAFETY POLICY. In case it is found that there is a deviation with the above safety norms by the service provider then HMEL has right to put the trucks at banned list and impose Penalty as decided by management.

PENALTY IN CASE OF FATALITY (Inside and outside plant premises)

- 1) Service Provider shall be responsible for any fatality that happens through this contract inside plant premises. Penalty of Rs 6,00,000/- (Rupees Six Lacs) or higher amounts as per management discretion shall be imposed in such cases and shall be recovered from their running bills.
- 2) In cases any such incident (s) happen outside plant premises, The Service Provider shall keep the owner indemnified from any liabilities on account of injury and / or loss of life of labour / personnel. Also , if the Service Provider is unable to settle the issue & HMEL has to intervene, the Penalty / Settlement Amount at actuals shall be recovered from the Service Provider's bills.

Signature of Interested Service Provider:

Seal:

Date:

ANNEXURE-VI
CODE OF CONDUCT

- A. This code of conduct is applicable to “Service Provider” (the term hereinafter refers to Service Providers/vendors/agents/consultants/ contractors / joint venture partners/third parties) who have business relationship with the Company and includes its Holding Company, Subsidiary Companies, Group Companies and affiliates :
- i) Compliance with Laws: The Service Providers shall ensure compliance to all governmental norms - local & international such as Environment Protection, Minimum wages, Child Labour, US Foreign Corrupt Practices Act, UK Bribery Act, Anti-Bribery, Corruption, Health & Safety etc.
 - ii) Compliance with company policies: Shall follow all Environments, Health & Safety and other operational policies of the company while executing the work under this agreement/contract at company site.
 - iii) Conduct with company employees: forbid using inappropriate language in the workplace, including profanity, swearing, vulgarity or verbal abuse.
 - iv) Child Labour: oppose and do not permit the use of, forced or child labour
 - v) Unethical Behaviour: Shall not take any recourse to any unethical behaviour (implicit or explicit) with any employee of HMEL for the purpose of obtaining an order or any information that may result in a favourable financial impact more specifically.
 - vi) Bribery & Corruption: Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No Service Provider or its representatives or employee, shall offer to any employee of HMEL a kickback, favour, gratuity, or anything of value to obtain favourable treatment or for the advancement of business. Shall not take any advantage of any family/social/political connection in obtaining favour with regard to any order merit shall be the sole attribute for association with HMEL.
 - vii) Undue Favour: Shall not offer any gift or entertainment for the purpose of obtaining an order or any undue favour (also refer the Gift policy of HMEL which is uploaded on company website).
 - viii) Reporting violations of code: Shall forthwith report any unethical activity or discrimination if practiced by any HMEL employee/other Service Providers as per HMEL whistle-blower policy (uploaded on the company website).
 - ix) Competition and fair dealing: Shall desist from unfair trade practices with your competitors who are also associated with HMEL.

Signature of Interested Service Provider:

Seal:

Date:

- x) Confidential Information: Shall protect and not in-fringe with any HMEL intellectual property/information/technology which comes your knowledge during the course of your business relationship/dealings with HMEL.
- xi) The financial and sales results of the Company, or any member of the Company, before they are in the public domain.
- xii) Trade secrets, including any business or technical information, such as formulae, recipes, process, research programs or information that is valuable because it is not generally known.
- xiii) Any invention or process developed by an employee using the Company's facilities or trade secret information resulting from any work for the Company, or relating to the Company's business. Proprietary information such as customer sales lists and customer's confidential information
- xiv) Any transaction that the Company or any member of the Company is or may be considering which has not been publicly disclosed HMEL expects its Service Providers to comply with the conditions of the Service Provider code in letter and spirit. It is the Service Provider's responsibility to read and understand the contents of HMEL's Service Provider code and code of conduct & business Ethics policy and agree to uphold its values during your business association with HMEL. Please contact the concerned Head Commercial/Company Secretary if you any questions about the Service Provider code

B. ANTI-BRIBERY & CORRUPTION:

- i) The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- ii) The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i).
- iii) The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
- iv) The Company shall have a right to initiate "audit proceedings" against the Service Provider during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.
- v) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with the terms of the Agreement including AB&C requirements.
- vi) The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

Signature of Interested Service Provider:

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- vii) External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.
- viii) Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the President Coal

C. BUSINESS ETHICS

- i) GIFTS AND COURTESIES: The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- ii) The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- iii) The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.
- iv) If at any time during execution or performance of this Agreement the Service Provider if faced with any undue demand, request for gratification or favour from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately.

Signature of Interested Service Provider:

Seal:

Date: