



# HINDUSTAN ZINC

## Zinc & Silver of India

**Tender Specification No: HZL/RCR & ROAD/22-23/01**

**Bidding Document and Technical Specifications for Lifting and  
Transportation of Coal through  
Road-cum-Rail (RCR) mode & Road Mode  
from  
WCL, NCL & SECL  
To  
Hindustan Zinc Limited, Rajasthan**

**02<sup>nd</sup> June 2022**

## Transportation of ROM Coal through RCR mode & Road Mode

Dear Sir,

Hindustan Zinc is a Vedanta Group company in Zinc, Lead and Silver business. We are one of the world's largest integrated producers of Zinc and are among leading global Lead and Silver producer with a production capacity in excess of 1mn MT pa of metal. HZL is having thermal power plant of 474 MW located at various location in Rajasthan Named as: Chanderiya, Dariba and Zawar.

To meet coal requirement of thermal power plant, HZL is having FSA with different subsidiaries for 1377 KT per annum quantity. The details of FSAs are as under:

Table 1: Quantity and Grade

CIL Subsidiary	Siding/Mines	FSA Grade	ACQ (MT)	Destination Siding
SECL	Gevra Silo ZAWAR	G11	446900	HINDUSTAN ZINC SDG, CHANDERIYA- HZL
	New Kusmunda clzs	G11		
	Junadih -I&II clzs	G11		
	Kusmunda Silo clzs	G11		
	Gevra Silo clzs	G11		
WCL	Umrer	G9	439500	
NCL	Block B	G9	229600	
	Krishnashila --road mode	G8	261000	
	Dudichua-zawar	G10		
	Dudichua-clzs	G10		

HZL invites quotation from reputed parties to bring the material from above mentioned subsidiaries under Rail cum Road (RCR) /Road mode.

### Eligibility criteria for Participation

#### Technical Criteria:

- Bidder must have handled at least 3 Lakh MT of coal under Rail/Road/Rail cum Road mode from various coal subsidiaries of Coal India cumulatively in last 3 years.
- Experience in co-ordination with railway:** coordination with Railways for loading of coal in rakes & dispatch of coal. The bidder must have handled Minimum volume of 3 Lakh MT by rail mode in last 3 years cumulatively.

**Financial criteria :** a. Bidder must have minimum Turnover of Rs 50 Cr/annum for each Financial year last 3 fiscals.

Detailed Scope of work:

## SCOPE OF WORK

### 1. SCOPE OF WORK

#### 1.1 ROAD CUM RAIL MODE:

The Scope of Work under this Tender specification covers the job from lifting & transportation of coal from colliery to Siding, indenting, loading into Rakes, Monitoring of Rakes, and transportation of the coal to Hindustan Zinc Limited, Rajasthan by Rail. Coal being the vital input, ensuring uninterrupted supplies as per Quantity and Quality requirements is the essence of services to be rendered by the Service provider. NCL, WCL and SECL may allocate Coal in future from any coal mines based on availability by Road mode for which this Tender is released.

Details of works & responsibilities of the Service provider are as under:

1. The Service provider to ensure release of Delivery Order and obtain Delivery schedule for placement of trucks, on behalf of HZL at Colliery loading point to receive and transport the Coal.
2. The Service provider will be responsible for lifting the allotted DO qty from respective colliery with in specified time line, ensuring fulfilling compliance as per CIL/subsidiaries guidelines. In case of any deviation in compliance from Service provider HZL has right to penalise the Service provider. similarly, HZL will not responsible for any deviation made by the Service provider on account of safety or any other related issues.
3. The Service provider to ensure lifting of coal as mentioned in the DO of the Coal supply company and shall transport the same coal to the designated Railway Siding & dispatch to HZL Power Plant.
4. Service provider shall carry out supervision work to load surface miner ROM coal of correct quantity, quality and size as specified in DO.
5. Billed quantity by NCL, WCL and SECL as mentioned in the Coal Bill will be deemed as delivered quantity to Service provider. The Service provider shall check the Quantity of Coal received from NCL, WCL & SECL at his Site and shall be responsible for the Quantity measurement, i.e. weighment of Raw Coal supplied by NCL, WCL and SECL to the Service provider and will authenticate/sign the Weighment sheets in token of Quantity received.
6. The Service provider will ensure boulders, stones & shales are not loaded into rakes and trucks. Service provider to ensure that no oversized coal is loaded while loading of the rakes.
7. The Service provider will adhere to the Guaranteed GCV ARB as mentioned in Table No-2 & other terms.
8. The Service provider to ensure timely permission / clearances for transportation of raw coal from NCL , WCL and SECL colliery
9. The Service provider to ensure allotment of rakes/ wagons for transportation of Coal to HZL.
10. The Service provider shall submit the E-Demand. It will be the responsibility of Service provider to place Indent and payment for same to be done service provider, Paid indent charge can be claim from HZL
11. The Service provider shall ensure that Wagons loaded are not in damaged condition.
12. The Service provider shall ensure issue of RRs from the railways authorities and shall deliver the same to the HZL Power plant authorities by fax, soft copy through Scan and original through courier at the earliest possible in such a way that all RRs for previous month are available with HZL by 15th of next month.
13. The Service provider shall take all measures to avoid diversion of rakes/wagons en-route. The Service provider shall ensure that matched delivery to be made by Railways within 6 months for such diverted rakes. If it is not done in 6 months' time, then the equivalent amount of Cost of Coal will be withheld from running bills till the issue is settled.
14. The cost of Raw Coal including taxes and duties and Railway Freight including all taxes, duties and other charges as per RR in full shall be deposited by HZL. Any changes in Railway Freight/ Policies related to Railway freight at any point of time imposed by Indian Railways during tenure of the said tender/Contract shall also be paid by HZL at actuals as per RR.
15. Rake shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Service provider's account.

16. The Service provider shall ensure that, all activities are to be completed as per relevant Terms & Conditions of FSA like Sampling, Lifting by Road, Rail, etc. .
17. It shall be the responsibility of the Service provider to ensure safe transportation and custody of coal lifted from Colliery till delivery at HZL.
18. In order to have up to date information about lifting, loading, dispatch, movement of coal rake and expected placement, Service provider shall provide update to HZL:
  - Quantity of Coal lifted from Mines on daily basis.
  - Rakes loaded and details of RRs on each rake basis.
  - Expected loading of Rake on daily basis.
19. HZL personnel /HZL appointed agency will have the access to Storage and loading premise at all time. HZL can conduct Physical verification (PV) of HZL coal stock lying in Service provider's custody. Service provider to follow up for the same & provide demarcation of HZL's Coal.
20. Service provider will ensure that by doing all the necessary & relevant activities as required to be done for completion of Scope of Work, HZL gets its coal from any of the Railway Siding of NCL , WCL and SECL till the validity of the Contract. In this regard, signing of any Tripartite Agreement, issuance of Indemnity Bond as required by Coal Company shall be done by HZL. However, the necessary charges w.r.t. Siding agreement (on actuals), handling & loading of coal through this siding, any other statutory or Govt. authority requirement to be borne & complied by the Service Provider.
21. The Service provider to ensure covering of rakes/trucks with tarpaulin as per instruction of HZL time to time to ensure compliance of Ministry of Environment Forest & Climate Change (MoEF&CC) vide Gazette notification no. CG-DL-E-21052020-219495 dated 21.05.2020. Tarpaulin supply and covering over rakes in service provide scope.

## 1.2 ROAD MODE:

In addition to above scope of work of RCR mode, below mentioned additional clause will be added for Road mode Transportation of coal

<b>Subsidiary</b>	<b>NCL</b>
<b>Mine</b>	<b>Krishnashila</b>
<b>Annual QTY (MT)</b>	<b>27800</b>
<b>Grade</b>	<b>G8</b>

Total Quantity: It is for road transportation of monthly DO allotted quantity MT of Krishnasila NCL.

- I. Allowed Period : For a period of one year .
- II. Lifting rate : Transporter need to maintain dispatch rate as per NCL day wise lifting plan loaded in weight bridge system of NCL
- III. Unloading will be arranged by HZL. Other transportation expenses will be borne by Service provider
- IV. It is the responsibility of the Service Provider to provide lorries in good condition without holes, crevices and damaged body in order to ensure that there is no loss in transit.
- V. After loading of coal into lorries, they should be covered securely with full length tarpaulins. It's service provider's responsibility to prevent loss of coal in transit and to protect it against rain and wind
- VI. Weighment of the coal will be recorded in GR / Challan for each trailer dispatched from NCL Krishnasila mine & same will be delivered by service provider in intact condition at Chanderiya & weighment of coal will be done again for each trailer at the Chanderiya.

- VII. Service provider shall ensure that coal is not transshipped from any trailer to another during transit to avoid loss of material as well as delay in transportation time. However, transshipment is allowed in case of accident for which service provider shall submit sufficient proof.
- VIII. Coal shall be lifted on “as is where is” basis by Service provider. All tools/tackles & appliances required for safety of workers for doing this work will be provided by Service provider.
- IX. The trailers used for transportation of coal shall be provided by service provider & shall have valid registration certificate & insurance for vehicles to cover third party risk at all times during the subsistence of this contract. Service provider shall submit certified copies of all such registration certificates & insurance policies to HZL from time to time & at any time as HZL may require/prescribe.
- X. Trailers having defective/damaged body or holes/leakage shall neither be used nor will they be permitted to carry the coal.
- XI. Service provider shall intimate the report of accident, if any occurs while in the course of employment within one hour from the occurrence of accident.
- XII. Service provider shall post supervisor at CLZS who will remain present to monitor transport operation. if any delay takes place on this account, it will be to the account of service provider & HZL will have no responsibility whatsoever in this respect.
- XIII. Sealing of Trucks : HZL will arrange sealing of all the trucks , manpower for sealing to be provided by Transporter / Service provider. Truck sealing should be done as per HZL standards/ SoP
- XIV. TMS – Transporter has to create the allowslip for each truck before release the same from port in TMS and also support for system improvement and establishing.
- XV. CRA updation in HZL portal of daily dispatch data
- XVI. All vehicles placing for HZL should comply with HZL VDSS Guidelines.
- XVII. If any vehicle not complying with HZL VDSS guidelines penalty will be imposed as per high level and low level deviations penalty guidelines..

#### **1.2.1 RISK PURCHASE OF SERVICES**

If Service provider fails to lift the qty. as per satisfactory schedule, HZL will have the liberty to procure the services from an alternate source to mitigate suffering, at the risk & cost of service provider & Service provider shall be liable to make good the loss incurred by HZL in this process.

#### **1.2.2 FREIGHT RATE :**

HZL shall pay as the freight rate of Table no.4 for transportation of Coal from NCL Krishnasila mine and Receiving unit of Chanderiya. Freight rates given are inclusive of all expenses like Fuel, Tyres, Road Tax, Toll Tax, Permit Expense & Statutory levies etc. GST shall be paid by HZL as applicable. All payments made under this Order are subject to tax deduction at source as per law.

Freight shall remain firm & fixed for the period of contract and will not change by any reason except escalation in Diesel price, in which case the contract price shall be revised as per formula given under in clause Diesel Escalation and pro rata change if there is any addition in toll charge enroute.

#### **1.2.3 PAYMENT TERMS :**

Payment for bills submitted complete with all supporting documents will be released by HZL within 15 (Fifteen) days from the date of submission of bills. Anyhow, for any delay in payment service provider can't stop the work and also will be not liable to demand any interest for the delay period.

All bills (digitally signed) must be submitted by the Service provider at receiving unit.

Diesel escalation as per clause no 13.1 of major commercial terms of the tender document shall be applicable.

#### 1.2.4 GPS IN ALL VEHICLES

Installation of GPS devices at Port for real time tracking. GPS can be provided by HZL on returnable basis, it has to be synchronized with HZL control tower, Transporters have to ensure that all the trucks reporting at HZL Chanderiya should have all the seals intact and GPS in working condition. It has to be ensured that the GPS device is not tampered and remain in working condition every time. In case of any issue, the same should be reported immediately to HZL.

#### 1.2.5 Environmental Stipulations for Coal Transport Vehicles

- Transporter should always carry a valid PUC( Pollution under Control) Certificate issued by Authorized Pollution Checking Centre.
- The Vehicles should not be overloaded and ensure no spillage including the back gate.
- The Vehicles shall always be covered with tarpaulin sheet and tightly fastened after loading
- The Vehicles will move within the prescribed speed limit inside the HZL premises.
- The Vehicle's drivers to be provided with safety PPEs (safety shoes and helmet etc.) by transporter.
- The Vehicles will not over take one another within the HZL premises and from HZL Location gate upto National Highway and vice versa.
- The Vehicle driver or helper shall not indulge in vehicle washing or repair of his vehicle inside the HZL premises.
- The Vehicle horn should be <80dB(A) at a distance of 3 mtr from the driver cabin, to ensure there shall be no noise pollution in the HZL premises.
- Vehicle shall be parked at designated area only.

#### Major Commercial Terms applicable for RCR mode and Road Mode

- Source of Supply: GCV (ARB) Commitments

Only Crushed or as per FSA Coal being loaded from the Siding.

WCL	SECL				NCL		NCL(ROAD )
UMRER	GEVARA	NEW KUSUMUND A	JUNAID H	Kusumunda	Block B	Dudhichu a	Krishnasila
During Mansoon Season i.e 1st July to 30th September GCV (ARB) guarantee 3650 k cal/kg (+/-100)	3500 (+/- 200)	3500 (+/- 200)	3500 (+/- 200)	3500 (+/- 200)	3900(+/- 100)	3600(+/- 100)	4200 (+/- 100)
During Non-Mansoon Season i.e 1st Oct. to 30th June GCV (ARB) of the rakes will be 3950 k cal/kg (+/-100)	3600 (+/-100)	3600 (+/- 100)	3600 (+/-100)	3600 (+/- 100)			
ALL GCV are in ARB basis							

Above agreed GCV are based on present declared grades/condition of mines and if any changes will be in declared grades and situation of mines/sidings, same will also attract SERVICE PROVIDER commitments/review. In case there is a major difference/variation in quality in the Mines/Colliery Siding, then it will be mutually discussed and finalized as early as possible for modus operandi to avoid loss at both ends.

There will not be any concurrence of third-party Analysis, HZL CRDL/ authorized Lab report shall be final and binding for all payment purpose.

2. For all calculation purpose, quantity received and measured at HZL weighbridge will be final. A handling losses of 0.6% on Monthly Do Qty will be allowed as tolerance..

3. Specifications:

Service provider shall ensure to load surface miner ROM coal as per following specifications.

- The ROM coal to be supplied shall be of the size 0 - 100 mm or as per FSA

- The quality of coal shall be determined as follows:

The samples of the coal shall be collected from the wagons at HZL's plant located at Chanderiya.

The analysis shall be carried out at HZL- CRDL as per IS standards, the analysis declared shall be final and binding for payments and calculation of Bonus & penalties

4. Bonus and Penalty on GCV variation:

For all purposes under this contract, GCV/quality report of HZL lab will be final. All bonus and penalty calculation will be done on the GCV/Quality determined by HZL.

**Penalty:**

For every reduction of GCV ARB below contracted grade (as per clause 1 of Major commercial terms) 100% penalty shall be levied on prorata basis with respect to landed cost of coal at HZL's plant

**Ex:** GCV Guarantee for a mine is 3600+/-100 Kcal/Kg GAR than penalty will be calculated from 3500 GAR as below

Penalty amount =  $((\text{Actual GCV} - 3500) / (3600)) * \text{landed cost}$

**Bonus:**

Slab wise bonus shall be paid as defined below for improvement in GCV (ARB) on contracted grade GCV (ARB)

For 101 to 200 GCV improvement: 50% prorata bonus on landed cost

For 201 to 300 GCV improvement: additional 30% prorata bonus on landed cost

For 301 and above GCV improvement: additional 20% prorata bonus on landed cost

**Ex:** GCV Guarantee for a particular mine is 3600+/-100 Kcal/Kg GAR than bonus will be calculated from 3600 GAR as described above with below formula

Bonus amount =  $\text{IF}((\text{Actual GCV} - 3600) < 100, 0, \text{IF}(\text{Actual GCV} > (3600 + 300), ((\text{Actual GCV} - (3600 + 300)) / 3600 * 20\% + ((3600 + 300) - (3600 + 200)) / 3600 * 30\% + ((3600 + 200) - (3600 + 100)) / 3600 * 50\%), \text{IF}(\text{Actual GCV} > (3600 + 200), ((\text{Actual GCV} - (3600 + 200)) / 3600 * 30\% + ((3600 + 200) - (3600 + 100)) / 3600 * 50\%), (\text{Actual GCV} - (3600 + 100)) / 3600 * 50\%)) * \text{landed cost}$

Penalty / bonus calculation on quarterly average basis, GCV to be taken as per clause 1 of Major Commercial terms

**5. Damages for loss on lapsed quantity of Coal**

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

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

No penalty on Service Provider on account of lapse if lifting & delivery is stopped by HZL due to any reason.

Example:

Total quantity allotted in a month: 100 MT

Actual quantity lifted: 80 MT

Quantity lapsed: 20 MT

Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal: INR 40 PMT Damages due to lapsed quantity:  $(40 \times 15\%) \times 20 = \text{INR } 120/-$

#### **6. Damages for loss on Under-loading and Over-loading charges imposed by Railways for Coal rake**

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

Overload quantity in a rake is 10 MT

POL 1 charged in RR is 30,000 INR

POL2 charged in RR is 20,000 INR

PCLA charged in RR is 10,000 INR

ENHC charged in RR is 10,000 INR

ST, DS, PCS, SD etc charged in RR is 10,000 INR

Total Overloading Penalty is 80,000 INR

GST charges @ 5% on overloading penalty is 4,000 INR Total overloading penalty including GST is 84,000 INR 50% of overloading charges is 42,000 INR.

It is clarified that sometimes the overloading charges are mentioned as Miscellaneous charges in the RR.

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

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

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

Under-loading charges for the Rake: Freight per Tonne  $x((\text{Chargeable Weight} - \text{RR Weight} + \text{Overloading qty}) - 30)$ .

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

Chargeable weight: 4000 MT

RR Weight: 3950 MT

Overloading Quantity: 10 MT

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

The Damages for Underloading is :  $100 \times ((4000 - 3950 + 10) - 30) = 100 \times (60 - 30) = 100 \times 30$  i.e. INR 3,000/-



## 7. Damages for loss on Raw Coal shortfall quantity

In case the shortfall quantity is less than One rake quantity (4000 MT) of the quantity to be delivered by Service Provider, then damages at the rate of 1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

In case the shortfall quantity is more than One rake quantity (4000 MT) of the quantity to be delivered by Service Provider, then damages at the rate of 1.5 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.

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

## 8. Damages for loss due to foreign material

Foreign material like plastic tarpaulin, sand, stones, bajri, tramp iron pieces, concrete block, etc. are not to be loaded into the wagons failing which Damages for loss of INR 10 PMT on the particular rake shall be deducted from the Service Provider. Assessment of foreign material shall be done by visual inspection.

Time period for dispatches      Penalty

a. Zero date      48 hours after lifting of the quantity of Coal equivalent to one rake

b. First 2 weeks      Nil penalty

c. > 2 and <= 4 weeks from Zero date.      1% of basic (notified) price of Coal per week delay (on pro-rata basis).

d. > 4 weeks from Zero dates.      2% of the base price of Coal per week delay (on pro-rata basis) capped at 15% of the basic (notified) price of Coal.

For Example:

Foreign material received in no. of rakes in a month is 3

1 rake quantity assumed =4000 MT (will be taken actuals based on HZL in motion weighbridge quantity)

Damages for loss due to foreign material is  $10 \times 3 \times 4000 = 1,20,000$  INR

## 9. Liquidated Damages

The Service Provider should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake (approximately 4000 MT). Indents may also be placed in advance, if feasible.

Time period for dispatches	Penalty
a. Zero date	48 hours after lifting of the quantity of Coal equivalent to one rake
b. First 2 weeks	Nil penalty

c. > 2 and <= 4 weeks from Zero date.	1% of basic (notified) price of Coal per week delay (on pro-rata basis).
d. > 4 weeks from Zero dates.	2% of the base price of Coal per week delay (on pro-rata basis) capped at 15% of the basic (notified) price of Coal.

**Notes:**

- a. In case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for dispatch of Coal subject to the Service Provider producing documentary proof of the same from the railway authorities.
- b. The Service Provider will ensure that there is no discrimination against HZL in dispatch of rakes.
- c. This clause is not applicable in the case dispatches are regulated (delayed dispatch) by HZL due to any reason.
- d. The above LD shall be computed with a nominal rake quantity of 4000 MT/rake.
- e. No LD for delayed dispatch shall be applicable for retaining part rake quantity.

## **10. LOADING POINT DEMURRAGE**

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

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

## **11. Penalty on Oversize coal & boulders**

It is the responsibility of the Service Provider not to load or transport oversize coal (+250 mm) & boulders, to ensure that the rake unloading can be done withing free time at unloading end. HZL reserves the right to deduct demurrage charges for delay in unloading due to oversize coal from the Service Provider.

The Service Provider can depute its representative to witness the unloading process at HZL.

## **12. Price variation**

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

### 13.1 Diesel Price Variation:

In case the HSD price changes from the current rate, HZL shall increase / decrease its transportation rates by 0.30% of percentage increase / decrease of every one percent change in diesel price. The price variation will be considered on fortnightly basis.

$$= \text{Contractual price} + \text{Contractual price} * (\text{Revised Diesel Price} - \text{Actual diesel price}) / \text{Actual diesel price} * 0.3$$

Note: District wise Diesel Price for every 1st day and 16<sup>th</sup> day of the month to be considered as per prices updated in given link (<https://www.mypetrolprice.com>)

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

Any change in Diesel price more than Rs 5 Per Liter at once, the change in freight price will be done with immediate effect : i.e. from applicability of the revised price. This shall be applicable for both increase/decrease of the diesel price.

ii) Statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

13.2 The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 13.1 above.

## 14 Bank Guarantee

### PERFORMANCE BANK GUARANTEE

**14.1** The Service Provider shall furnish, within seven (7) working days of the execution of the Agreement, an irrevocable Performance Bank Guarantee (PBG) in the form of a Bank Guarantee (as per HZL's format) from any of the Indian Nationalized Bank or Scheduled Bank (such as State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd.) or any nationalised bank accepted by HZL, encashable at Udaipur, Rajasthan branch subject to minimum value of Security Deposit of INR 2 Crores. Further, the successful bidder needs to provide additional PBG for the remaining amount prior to issuance of DO to the bidder as intimated by HZL such that total value of PBG is equivalent of DO (Delivery Order) value subject to maximum up to 5 Cr. However, at any point of time during execution of contract, the value of coal under custody of the bidder shall not exceed the amount of PBG available with HZL.

**14.2** The PBG shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for a period of 6 months beyond the period of Agreement. The PBG amount can be decreased by the bidder corresponding to monthly DO quantity with consent of HZL.

**14.3** The Performance Bank Guarantee so furnished by the Service Provider shall be released upon successful completion of the obligations of the Service Provider in terms of the Agreement after the Company duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subService Providers and/or any other third party, including but not limited to the Service Provider's employees, engaged in performance of the obligations of the Service Provider under the Agreement. If requested by the Company, the Service Provider agrees to extend the validity period of the

Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date.

**14.4** The Service Provider shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires (“Expiry Date”) in case of any extension to the Term. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Performance Bank Guarantee for the equivalent amount.

**14.5** The Service Provider shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement performance bank guarantee(/s) for the equivalent amount.

i. In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances: failure by the Service Provider to supply the Services in accordance with the Agreement resulting in termination; or ii. failure by the Service Provider to duly perform any of its obligations under this Agreement; or

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

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

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

**14.8** In addition to the other circumstances specified in this Agreement, Company has the right to draw down all or part of the value of the Performance Bank Guarantee and, at Company’s discretion, apply the proceeds in remedying any breach by Service Provider of this Contract. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Service Provider breach.

## 15. Tenure

The duration of contract will be one year from the date of issuance.

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

#### 16. Detailed offer:

Please submit your detailed offer along with information required as mentioned Table no:3

**Table No:3 offer for RCR mode**

CIL Subsidiary	Siding/Mines	Nearest Private Siding Code	Freight from Subsidiary to Private siding including handling and Rake loading (Rs/PMT)	Rail Freight from private siding to HZL(Rs/PMT)
SECL	Gevra Silo			
	New Kusmunda			
	Junadih -I&II clzs			
	Kusmunda Silo			
WCL	Umrer			
NCL	Block B			
	Dudichua			

**TABLE NO:4 Offer for Road Mode**

From	To	Approx Distance (KM)	Freight (Rs./MT)
<b>NCL Krishnasila</b>	<b>Chanderiya</b>	<b>1075</b>	

#### 17. Selection of service provider:

Selection of service provider will be done through Ariba Auction only. Incase vendor not yet completed their profile, Please complete vendor registration on Ariba portal, using following link and pdf attached for reference.

<https://hzi.supplier.ariba.com>

*Please note that final offer shall be accepted only through Ariba portal. Please confirm once profile is completed.*

Last date for submission of final offer 20/06/2022.