



HINDUSTAN ZINC

Zinc & Silver of India

Tender Specification No: HZL/RCR/25-26/01

Bidding Document and Technical Specifications for Lifting and Transportation of Coal through Road-cum-Rail (RCR) Mode CIL subsidiaries SECL To Hindustan Zinc Limited, Rajasthan

23rd August 2025

Hindustan Zinc Limited (HZL) is a Vedanta Group company engaged in the business of mining and manufacturing of Zinc and Lead. We are one of the world's largest integrated producers of Zinc and are among the leading global Lead and Silver producer with a production capacity in excess of 1MTPA. Various units of HZL like Chanderiya, Dariba and Zawar operate on coal based thermal power plants with an installed capacity of 549 MW.

To meet coal requirement of thermal power plant, HZL is having FSA with SECL subsidiary. The details of FSAs from Korba Area are as under:

FSA	Subsidiary	Source	FSA Grade	Annual QTY (in MT)	Size of Coal
TRANCHE VI	SECL	Kusmunda Silo (KMKA)	G11	89800	ROM -100 or -250 mm
	SECL	Gevra Road (OKSR)	G11	19400	
	SECL	Junadih-I&II (GPCK)	G11	100000	
	SECL	Junadih-I&II (GPCK)	G11	52000	
	SECL	Dipka Siding (SCDG)	G10	24000	
	SECL	New Kusmunda-I&II (NKCR)	G11	152000	

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

Eligibility criteria for Participation:

Technical Criteria:

- Bidder must have handled at least 10 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: Bidder must have minimum Turnover of Rs 50 Cr/annum for last 3 fiscals.

1. SCOPE OF WORK

The Scope of Work under this Tender specification covers the job from lifting & transportation of coal from colliery to Siding, Storage, indenting, loading into Rakes, Monitoring of Rakes, and transportation of the coal to Hindustan Zinc Limited, Chanderiya, 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. SECL may allocate Coal from any coal mines based on availability by Road mode for which this Tender is released.

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

1. The service provider shall be responsible for the lifting, storage, and delivery of **up to 12 rakes of coal per month** from the SECL Korba area.
2. The actual quantity of coal to be lifted in any given month shall be determined exclusively by HZL, based on operational requirements and the quality of coal available at the mines. The service provider shall not have the right to dispute or challenge this decision.
3. The service provider shall advise HZL on the selection of coal mines offering the best quality and sufficient availability of coal, and shall support for the issuance of Delivery Orders (DO) from the recommended mines.
4. The service provider shall ensure the issuance of a proforma invoice for payment, submission of all required documents along with the payment advice at CIL Subsidiary for Delivery Order (DO) generation, facilitate the release of DO, and obtain the delivery schedule for truck placement at the colliery loading point, on behalf of HZL, to receive and transport the coal.
5. The service provider shall be responsible for lifting the allocated Delivery Order (DO) quantity from the designated colliery within the validity period of the DO, while ensuring full compliance with the guidelines issued by CIL and its subsidiaries. In the event of any non-compliance by the service provider, HZL reserves the right to impose penalties and/or terminate the contract. Furthermore, HZL shall not be held liable for any deviations or issues arising from the service provider's actions, including those related to safety or any other operational matters pertaining to RCR movement.
6. The service provider shall ensure the lifting of coal as specified in the Delivery Order (DO) issued by the coal company and transport the same coal to the **designated railway siding or storage yard** and dispatch to the HZL plant.
7. The service provider shall supervise the loading of surface miner Run-of-Mine (ROM) coal, ensuring the correct quantity, quality, and size as specified in the DO.
8. The quantity and coal grade billed by SECL in the coal invoice shall be considered the delivered quantity to the service provider. The service provider shall verify the quantity of coal received at the designated railway siding or storage yard and shall be responsible for its measurement, including weighment of raw coal supplied by SECL, and shall authenticate/sign the weighment sheets as confirmation of receipt.
9. The service provider shall ensure that boulders, stones, and shales are not loaded into rakes or trucks. Oversized coal must be strictly avoided during loading.
10. The service provider shall adhere to the Guaranteed Gross Calorific Value (GCV) on an As-Received Basis (ARB) as committed, along with other agreed terms.
11. The service provider shall ensure timely acquisition of all necessary permissions and clearances for the transportation of raw coal from SECL collieries.
12. The service provider shall ensure the timely placement of rakes at the designated siding for timely coal delivery to HZL.
13. The service provider shall submit the E-Demand and place timely rake indents. Payment for the indent shall be made by the service provider.
14. The Service Provider shall not file a premium indent without prior written approval from HZL. In case of non-compliance, any premium indent charges reflected in the Railway Receipt (RR) shall be recovered from the Service Provider.
15. Service Provider shall ensure boulders, stones, heavy Coal dust, shale and other extraneous materials are not loaded into rakes, and they will also ensure that no bulged/sick wagons are dispatched to HZL, in case a bulged/sick wagon is dispatched then any kind of delay penalty and demurrage incurred to HZL shall be payable by Service Provider.
16. Service provider shall ensure timely consent for allotment and loading/dispatch of rakes and supervise by

deploying sufficient manpower at the loading point and ensuring proper quantity and quality coal loaded and the coal is free from shale/stone, Big size boulders, heavy Coal Dust and other foreign ingredients and also to ensure for providing as per DO issued by coal india subsidiaries.

17. Coal shall be loaded on a train-load basis. In cases where loading is done on a wagon-load basis, any additional financial implications shall be borne by the service provider.
18. The service provider shall ensure the issuance of Railway Receipts (RRs) from the railway authorities and deliver them to HZL Power Plant authorities via fax, email (soft copy), and courier (original copy) at the earliest. All RRs for the previous month must be made available to HZL by the 15th of the following month.
19. The service provider shall take all necessary measures to prevent the diversion of rakes/wagons en route. In case of diversion, matched delivery must be ensured by the Railways within six months. If not resolved within this period, the equivalent cost of coal shall be withheld from the service provider's running bills until the issue is settled.
20. The cost of raw coal, including applicable taxes and duties, as well as railway freight and associated charges as per the RR, shall be paid in full by HZL. Any changes in railway freight or related policies imposed by Indian Railways during the contract period shall also be borne by HZL at actuals, as per the RR.
21. The service provider shall ensure that all activities—such as sampling by third party agency, lifting by road or rail, and other operations—are carried out in accordance with the relevant terms and conditions of the Fuel Supply Agreement (FSA).
22. The service provider shall be fully responsible for the safe transportation and custody of coal from the colliery until its delivery at the HZL plant.
23. To maintain up-to-date information regarding coal lifting, storage, rake loading movement, and expected further placement of rakes, the service provider shall provide regular updates to HZL, including:
 - Daily quantity of coal lifted from the mines.
 - Details of rakes loaded and corresponding Railway Receipts (RRs).
 - Expected rake loading schedule on a daily basis.
 - Tentative Monthly planning of DO lifting and rake dispatch.
 - Coal quantity available at stock yard or designated siding.
24. HZL personnel or any agency appointed by HZL shall have unrestricted access to the storage and loading premises at all times. HZL reserves the right to conduct physical verification (PV) of its coal stock held in the custody of the service provider. The service provider shall facilitate such verification and ensure clear demarcation of HZL's coal.
25. The service provider shall perform all necessary and relevant activities required to fulfill the scope of work, ensuring that HZL receives its coal from designated railway siding during the contract validity period. While HZL will be responsible for signing any Tripartite Agreement and issuing an Indemnity Bond as required by the coal company, all associated charges—such as siding agreement fees (on actuals), handling and loading costs, and compliance with statutory or government authority requirements—shall be borne and fulfilled by the service provider.
26. The service provider shall ensure that trucks are covered with tarpaulin as per CIL or its subsidiary instructions from time to time, in compliance with the Ministry of Environment, Forest and Climate Change (MoEF&CC) Gazette Notification No. CG-DL-E-21052020-219495 dated 21.05.2020. The supply and application of tarpaulin shall be within the scope of the service provider.
27. Similarly, Service provider shall ensure that rake wagons are covered with tarpaulin as per HZL's instructions from time to time, in compliance with the Ministry of Environment, Forest and Climate Change (MoEF&CC) Gazette Notification No. CG-DL-E-21052020-219495 dated 21.05.2020. The supply and application of tarpaulin shall be within the scope of the service provider. HZL will be paying applicable charges for the same. Similarly, service provider shall ensure for permission and availability rake escort guard if asked by HZL. Cost for deployment of escorts will be borne by HZL.
28. Service provider shall create E-way bill for all rake movement and share it to HZL.
29. Service provider shall ensure timely release of refund of excess amount paid to SECL / Railway by HZL on monthly basis. Service provider shall submit a reconciliation statement to HZL on monthly basis showing the total amount paid, actual refund received by HZL & balance yet to be refunded.
30. There will not be any concurrence of third-party Analysis. HZL authorized Lab report shall be final and binding for all payment purpose and all contractual purpose(s).
31. Service provider shall arrange to supply balance quantity by road to HZL, after allocating maximum possible

quantity through rakes (basis full rake capacity as per Railway). Service provider shall supply the balance quantity by road mode to HZL's Chanderiya plant. The service provider shall ensure timely acquisition of all necessary permissions and clearances for the transportation of raw coal from stock yard or designated siding to HZL Chanderiya plant. In case of failure to supply the remaining coal quantity to HZL, cost of coal will be recovered from service provider account.

32. The service provider shall share the user id & password of Khanij portal or any other tracking portal for tracking of vehicle in transit. TP must be closed only after physical receipt of coal at stock yard or designated siding.
33. The service provider must ensure that the quantity lifted is duly supplied to HZL at agreed cost in this work order. In the event of any failure, regardless of the reason, HZL shall recover any resulting losses from the service provider.
34. In the event of a change in the loading siding, railway freight for the newly proposed siding shall be paid as per FOIS rates up to the HZL Plant. If the change results in an increase in the landed coal cost, the additional cost shall be adjusted against the Road Transportation Charges (RTC). Conversely, if the change leads to a reduction in the landed coal cost, the differential amount shall be passed on to HZL. Under no circumstances shall any increase in RTC be allowed to the Service Provider.
35. The service provider shall ensure that no instance of misconduct—such as coal theft, any kind of wrong doings like alteration of coal etc., dissemination of false information in the media, or any other unethical activity—occurs. In the event of such misconduct, this contract shall be terminated immediately, and HZL shall recover any resulting losses from the service provider.
36. The service provider shall ensure that HZL is granted access to all available surveillance systems, including but not limited to CCTV coverage, at the stockyard and designated siding locations.

2. RISK PURCHASE OF SERVICES

If the service provider fails to lift or supply the quantity as per the agreed schedule, HZL reserves the right to procure the services from an alternate source to avoid disruption. The cost and risk of such procurement will be borne by the service provider, who shall also be liable to compensate HZL for any losses incurred. In such cases, the service provider's liability shall remain unaffected.

3. FREIGHT RATE:

HZL shall pay as the freight rate for transportation of Coal from mine to stock yard or designated siding. 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.

4. PAYMENT TERMS:

HZL shall release payment for bills submitted with complete supporting documents within thirty (30) days from the date of submission. However, any delay in payment shall not entitle the service provider to halt the work or claim interest for the delayed period.

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

Diesel Price Variation as per clause no 17.a of the tender documents shall be applicable.

Payment would be made basis quantity & quality received at HZL site.

5. Source of Supply: GCV (ARB) Commitments:

Source	FSA Grade	GCV (ARB) (Kcal/Kg) (Quarterly Average basis dispatched to HZL site)
Kusmunda / Gevra / Dipka	G11	3700 – 3750
Dipka	G10	4000 – 4050

Note: No lifting activities shall be carried out during the monsoon period. In the event that lifting is required during this time, it shall be subject to mutual discussion between the service provider and HZL, with a maximum permissible relaxation of up to 200 GCV (ARB).

6. 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 Crushed Coal or as per DO.
- The quality of coal shall be determined as follows:

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

The analysis shall be carried out at HZL authorized lab as per defined standards, the analysis results declared by HZL authorized lab shall be final and binding for payments and calculation of Bonus & penalties.

7. Bonus and Penalty:

Bonus: Bonus will be applicable as below:

Applicable for Kusmunda / Gevra / Dipka Mines		
GCV (ARB) for G11 Grade DO	GCV (ARB) for G10 Grade DO	Bonus
3700 – 3750	4000 – 4050	No Bonus
3751 – 3800	4051 – 4100	50% Prorate of Coordination Charges
3801 – 3900	4101 – 4200	Additional 100% Prorate of Coordination Charges
3901 – 4000	4201 – 4300	Additional 50% prorate bonus on landed cost
4001 – 4100	4301 – 4400	Additional 30% prorate bonus on landed cost
Above 4100	Above 4400	Additional 20% prorate bonus on landed cost

Illustration As below for G11 grade:

If GCV is B/W 3700-3750 – NO Bonus

If GCV is B/W 3751-3800 – Only 50% Prorate Bonus of Coordination Charges. (ex. For 3776 GCV bonus will be $(25/50) \times \text{Coordination Charges} \times 50\%$)

If GCV is B/W 3801-3900 – Additional 100% Prorate Bonus of Coordination Charges. (ex. For 3851 GCV bonus will be $(50\% \text{ of Coordination Charges} + (50/100) \times \text{Coordination Charges} \times 100\%)$)

If GCV is B/W 3901-4000 – Additional 50% Prorate Bonus of Landed cost. (ex. For 3951 GCV bonus will be $(150\% \text{ of Coordination Charges} + (50/3725) \times \text{Landed cost} \times 50\%)$)

If GCV is B/W 4001-4100 – Additional 30% Prorate Bonus of Landed cost. (ex. For 4051 GCV bonus will be $(150\% \text{ of Coordination Charges} + (100/3725) \times \text{Landed cost} \times 50\% + (50/3725) \times \text{Landed cost} \times 30\%)$)

If GCV is above 4101 – Additional 20% Prorate Bonus of Landed cost. (ex. For 4151 GCV bonus will be $(150\% \text{ of Coordination Charges} + (100/3725) \times \text{Landed cost} \times 50\% + (100/3725) \times \text{Landed cost} \times 30\% + (50/3725) \times \text{Landed cost} \times 20\%)$)

Penalty: Penalty will be applicable as below:

Applicable for Kusmunda / Gevra / Dipka Mines		
GCV (ARB) for G11 Grade DO	GCV (ARB) for G10 Grade DO	Penalty
3700 – 3750	4000 – 4050	No Penalty
3600 – 3699	3900 – 3999	10% Prorate of Total Service Charge
3500 – 3599	3800 – 3899	Additional 50% Prorate of Landed cost of 100 GCV w.r.t. 3700/4000 GCV
Below 3500	Below 3800	100% penalty on prorate basis with respect to landed cost of coal w.r.t 3700/4000 GCV

Illustration As below for G11 grade:

If GCV is B/W 3700-3750 – NO Penalty

If GCV is B/W 3600-3699 – Only 10% Prorate penalty of total service charges. (ex. For 3649 GCV Penalty will be $(50/100) \times \text{Total service charge} \times 10\%$)

If GCV is B/W 3500-3599 – Additional 50% Prorate of Landed cost of 100 GCV w.r.t. 3700 GCV. (ex. For 3549 GCV penalty will be $(10\% \text{ of Total service charges} + (50/100) \times (100/3725) \times \text{Landed cost} \times 50\%)$)

If GCV is below 3500 – 100% Prorate penalty on prorated basis with respect to landed cost of coal w.r.t 3700 GCV. (ex. For 3450 GCV penalty will be $((\text{Actual GCV} - 3700)/(3725)) \times \text{landed cost}$)

Bonus / Penalty calculation will be on quarterly average basis dispatched to HZL site. Quantity will be taken as HZL actual receipt quantity for the quarterly reconciliation.

Loading Date of rake will be considered for Financial Quarter reconciliation. Loading Date of rake is invoice date mentioned in RR copy.

Reconciliation will be performed on weighted average basis of grade.

Total Service charges (Sum of Road Transportation Charges and Coordination Charges) will be provided based on HZL actual receipt quantity or RR actual weight whichever is lower.

Road Transportation Charges (RTC) shall include the cost components associated with lifting coal from the colliery, transporting it to the stockyard or designated railway siding, loading it into rakes, and monitoring the rake movement until delivery to the HZL plant.

Coordination Charges shall include costs related to documentation, quality assurance, and coordination activities with the concerned CIL subsidiary and the Railways.

Landed cost shall be calculated as (Coal price + Railway freight + Total Service charges), excluding debit/credit note raised at latter stage due to quality change.

8. Weighment:

The weighment as per the in-motion weigh bridge installed at HZL'S Chanderiya plant shall be considered as final and binding for both the parties.

9. Shortage:

Service provider must ensure there is no shortage in quantity received at HZL from DO lifted weight to HZL received weight. In case of shortage occurs, Penalty will be applicable on service provider as per following:

Shortage	Penalty
Shortage $\leq 0.3\%$	NIL
$0.3\% < \text{Shortage} \leq 0.5\%$	1 Rs/MT
$0.5\% < \text{Shortage} \leq 1\%$	2 Rs/MT
$1\% < \text{Shortage} \leq 1.5\%$	3 Rs/MT
Shortage $> 1.5\%$	Recovery of landed cost to HZL*

All shortages found at the destination will be calculated on Quarterly average basis.

Lifted Weight	Dispatch Weight	HZL receipt Weight	Landed cost	Shortage = Lifted Weight – HZL Recv. Weight	% of Shortage /Excess
4000	3940	3920	4000	80	2%

*Landed cost shall be calculated as (Coal price + Railway freight + Total Service charges), excluding debit/credit note raised at latter stage due to quality change.

10. Damages for loss of lapsed quantity of Coal:

The Service Provider shall ensure a minimum of 80% materialization of the Delivery Order quantity within the stipulated timeframe. If the actual lifted quantity falls below 80%, damages equivalent to 100% of the loss for the shortfall shall be recovered in accordance with the norms of the Fuel Supply Agreement (FSA).

HZL shall withhold the tentative loss amount for the shortfall until the closure of the FSAs. Any compensation levied during the contract period for short lifting via road mode shall be recovered from the Service Provider, and the remaining balance, if any, shall be released.

No penalty shall be imposed on the Service Provider for any lapse in lifting or delivery if such activities are halted by HZL for any reason.

FSA Penalty Clause for reference:

Penalty for short delivery/lifting : Subject to the provisions of, if for a Year, the Level of Delivery by the Seller or the Level of Lifting by the Purchaser falls below 75% (seventy five per cent.) with respect to that Year, then the defaulting Party shall be liable to pay penalty to the other Party for such shortfall in Level of Delivery or Level of Lifting, as the case may be ("Failed Quantity") in terms of the following:

Level of Delivery/ Level of Lifting in a Year	Percentage of Penalty for the Failed Quantity (at the price payable under Clause 11 for Contracted Grade of Coal supplied)
Below 75% but up to 70% of ACQ	0-5
Below 70% but up to 65% of ACQ	5-10
Below 65% but up to 60% of ACQ	10-20
Below 60% but up to 50% of ACQ	20-40
Below 50%	40

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

In the event that penal freight is levied by the Railways due to overloading of wagons/rakes, the Service Provider shall bear 50% of the penal charges. These charges may include components such as DCLA, ENHC, POL1, POL2, SD, DS, PCS, ST, FAUC, etc., as specified in the Railway Receipt (RR) as below:

Overload quantity in a rake is 10 MT

POL1 charged in RR is 30,000 INR

POL2 charged in RR is 20,000 INR

DCLA 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((Chargeable Weight – RR Weight+ 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/-

12. 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 $1 \times (\text{Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal}) \times \text{Shortfall quantity}$.

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 $1.5 \times (\text{Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal}) \times \text{Shortfall quantity}$.

HZL will not be responsible for coal lying at or stock yard siding and cost will be recovered from service provider at end of contract.

13. Damages for loss due to foreign material

Foreign material like plastic tarpaulin, sand, stones, bajari, 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.

14. Liquidated Damages

The Service Provider should place the indent for rakes within 48 hrs after lifting of quantity equivalent tonnes rake (approximately 4000 MT). Indents may also be placed in advance, if feasible.

Time period for dispatches	Penalty
Zero date	48 hours after lifting of the quantity of Coal equivalent to one rake
First 2 weeks	Nil penalty
> 2 and <= 4 weeks from Zero date.	1% of landed price of Coal per week delay (on prorated basis).
> 4 and <= 12 weeks from Zero date.	2% of the landed price of Coal per week delay (on prorated basis) capped at 15% of the landed price of Coal.
> 12 week from Zero	100% of coal cost recovery.

Note:

- 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 Subject to maximum duration upto 12 weeks for zero date.
- The Service Provider will ensure that there is no discrimination against HZL in dispatch of rakes.
- This clause is not applicable in the case dispatches are regulated (delayed dispatch) by HZL due to any reason.
- The above LD shall be computed with a nominal rake quantity of 4000 MT/rake.
- No LD for delayed dispatch shall be applicable for retaining part rake quantity.

15. 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.

16. 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 may depute its representative to witness the unloading process at HZL in some random cases.

17. 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:

a. Diesel Price Variation:

In case the HSD price changes from the current rate, HZL shall increase / decrease its transportation rates by 0.40% of percentage increase / decrease of every one percent change in diesel price. The price variation will be considered on fortnightly basis.

Revised Price = Charges for mine to designated railway siding Transportation and loaded into rake + Charges for mine to designated railway siding Transportation and loaded into rake *(Revised Diesel Price – Basic diesel price) / Basic diesel price * 0.40%

Note: District wise Diesel Price for every 1st day and 16th day of the month to be considered as per prices updated in given link (<https://www.mypetrolprice.com/21/Fuel-prices-in-Raipur>)

Basic Diesel price is 93.37 INR/Ltr at Raipur on 16/08/2025

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

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.

iii) 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.

iv) 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 17.a above.

18. Performance Bank Guarantee

a. 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. The successful bidder needs to provide PBG prior to issuance of DO to the bidder as intimated by HZL such that total value of PBG is **Rs. 5 Crores**. 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.

b. 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.

c. The Performance Bank Guarantee so furnished by the Transporter shall be released upon successful completion of the obligations of the Transporter 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, sub Transporters and/or any other third party, including but not limited to the Transporter's employees, engaged in performance of the obligations of the Transporter under the Agreement. If requested by the Company, the Transporter agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee if the duration of this Agreement is for any reason extended beyond such validity date.

d. The Transporter 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 Transporter does not submit to the Company a renewed Performance Bank Guarantee within 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 Transporter provides a replacement Performance Bank Guarantee for the equivalent amount.

e. The Transporter 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 Transporter 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 Transporter provides a replacement performance bank guarantee(s) for the equivalent amount.

f. 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 Transporter to supply the Services in accordance with the Agreement resulting in termination; or ii. failure by the Transporter 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 Transporter and the Transporter fails to pay the Company for such a claim immediately upon such demand.

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

h. If the Transporter 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.

i. 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 Transporter 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 Transporter breach.

19. Suspension

a. Suspension without Cause

- i. Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract by giving a prior written notice to the Service Provider.
- ii. The Company shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 19.a.i.

20. Termination

- a. Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 - i. by a written notice to the Service Provider in case of any breach of the terms of this Agreement by Service Provider and has failed to remedy such breach within 30 days from receiving notice from the Company.

- ii. if Service Provider (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate reorganization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;
 - iii. The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;
 - iv. if Service Provider is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then Company 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 Service Provider accrued prior to the date of such termination.
- b. Notwithstanding anything contained herein to the contrary, the Company may terminate all or part of 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.
 - c. 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.
 - d. Upon termination, the sole liability of the Company towards the Service Provider under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Service Provider till the date of termination.
 - e. In the event of Service Provider's breach of its obligations hereunder, no payment shall be due by the Company in respect of such services under the Agreement/Company order.

21. Tenure:

The duration of contract will be 30 months from the date of issuance. Contract will be applicable during 01/08/2025 to 31/03/2028 or till complete lifting of last allotted DO.

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.

22. Detailed offer:

Please submit your detailed offer along with information required as mentioned below:

Location where coal will be stored	
Siding from where coal will loaded into rake	
Freight for Loading siding to HZL plant	
Tentative timeline for rake supply after placing indents (No. of Days)	
Current pendency at siding (No. of Rakes)	
Distance from Korba area mines to storage yard	
Distance from storage yard to siding	
Distance from Storage yard to HZL Chanderiya plant for road mode movement	
Ownership document of Storage yard	
Permission Letter of loading siding operation from railway	
Images of stock yard (Entry gate, boundary wall etc.)	
Details of Weighbridge at storage yard	
Details of Weighbridge at rake loading siding	
Statutory clearance for coal storage from Mining department and Pollution control board	
Technical Eligibility Document	
Financial Eligibility Document	

Kindly do not share your service charges anywhere in response to this document. Service charges will be collected through Ariba auction portal on later stage.

Please submit your detailed offer along with information required as mentioned in above Table.

23. 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.

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

Last date for submission of final technical offer 08/09/2025.

In case of any queries mail to undersigned.

Mr. Amrit Lal
amrit.lal@vedanta.co.in