

DB POWER LIMITED



**2X600 MW COAL BASED SUPER THERMAL POWER
PROJECT AT VILLAGE- BADADARHA, TEHSIL- DABHRA,
DISTRICT- JANJGIR-CHAMPA, CHHATTISGARH (INDIA).**

TENDER DOCUMENT

FOR

ANNUAL CONTRACT

FOR

TRANSPORTATION OF COAL FROM SECL & MCL MINES

NIT DOC. No. : DBPL/20-21/NIT/COAL-TRANS/01

DATED : 31st JULY 2020

DB POWER LIMITED

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BIDDING INFORMATION

PART I: INVITATION FOR BIDS (IFB)

1. INTRODUCTION

- a. DB Power Ltd. (DBPL) is operating its 2 x 600 MW Thermal Power Plant at Village: Badadarha, Block & Tehsil: Dabhra, District: Janjgir-Champa, in the state of Chhattisgarh. The nearest town to the Chhattisgarh Plant is Raigarh at 30kms and the nearest railway station is Robertson at 17kms. DBPL has private siding namely DBPR for unloading of coal directly on Track Hopper/ Wagon Tippler.
- b. Coal is allocated from various mines of MCL, SECL to DBPL through Road Mode/RCR mode, Spot E- Auction, Special forward E-Auction etc. DBPL invites bids for Transportation of the coal from Mine to plant by Road / RCR mode
- c. DBPL, therefore, intends to enter into Contract with Agency/ Agencies for the same on long term basis (for a period of one year).

2. QUANTITY TO BE OFFERED & DISTRIBUTION AMONGST SUCCESSFUL BIDDERS:

DBPL at its sole discretion may engage one or more transporter for a set of mines and handover the DO to individual transporter on monthly basis. Minimum quantity to be offered for the scope of work depends upon the DO issued by MCL/SECL from time to time. However, the bidder should keep transportation rate valid **upto Aug 2021**. Quantity offered may be as per attached Annexure – I.

3. TIME SCHEDULE:

Sr. No.	Bid Reference	Remarks
1	Tender reference No	DBPL/20-21/NIT/Coal-Trans/01 dated 31.07.2020
2	Tender Subject	Annual Contract for Transportation of Coal from SECL & MCL Mines to DB Power Limited
3	Issue Date of tender	31st July 2020
4	Last Date for Submission of Offer (Technical & Price)	10th Aug 2020
5	Opening date of bid	11th Aug 2020

Note: Timelines mentioned above are indicative and are subject to change at the discretion of DBPL.



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PART II: TENDER DOCUMENTS

1. **INSTRUCTION TO BIDDERS:**

- 1.1. All the pages of the tender/bid should be signed and seal should be affixed.
- 1.2. On submission of the NIT documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid and hence no deviation will be allowed in future.
- 1.3. Bidders are required to submit Qualifying Bid and Price Bid duly filled and signed. Price Bid shall be sent to the specific mail id as mentioned in the instruction either on mail or in this tender document.
- 1.4. Balance Annex/schedules of bid documents duly filled in and signed along with clear scan copies of following documents shall be sent through e-mail as "Qualifying Bid".
 - 1.4.1. Firm's Registration.
 - 1.4.2. Experience Certificate
 - 1.4.3. Latest PO Copies of major contracts (Current Commitment & Work in Progress)
 - 1.4.4. Quantity handled in last 3 years (2017-18, 2018-19 & 2019-20)
 - 1.4.5. Provident Fund Registration No.
 - 1.4.6. GST Registration.
 - 1.4.7. Financial Performance: Audited Balance Sheet / Profit & Loss Statement for last 3 Years (2017-18, 2018-19 & 2019-20)
 - 1.4.8. Income Tax Permanent Account Number.
 - 1.4.9. Material Handling Infrastructure (Own Fleet & Associated Fleet of Vehicles along with the fitness certificate)
 - 1.4.10. Other documents as per qualifying requirements and annexure of this tender document.
- 1.5. Successful bidder should bring original documents for the verification during contract signing.
- 1.6. Technical / Qualifying bid & Price Bid shall be submitted in separate sealed envelope and shall be couriered to the following:

Chief Manager - Procurement & Contracts

DB Power Ltd

Address: 3rd Floor, Naman Corporate Link, C-31, G-Block, Opp. Dena Bank, Bandra Kurla Complex, Bandra (E), Mumbai- 400 051.

Email: hemant.sagwekar@dbpower.in

Mob: +91 9920139965

- 1.7. Transporter must ensure that the technical bid/qualifying bid along and price bid shall be sent well within the timeline mentioned. The bids received beyond the timeline shall be rejected.
- 1.8. No documents will be accepted after opening of qualifying bid.

1.9. **BID EVALUATION:**

- 1.9.1. After opening of qualifying bid DBPL shall make study of individual bid and any clarifications/ confirmation, if required shall be obtained from the bidder. Bidder has to respond the queries /clarification well before the price bid opening date & time. The clarification received after the given timeline shall not be entertained and deemed as "No-Response". Price bid of the bidder in the category "No- response" shall not be opened and not be considered for further evaluations. After receipt of clarification/confirmation all the bids will be brought on par as far as technical requirement and commercial terms and condition are concerned.
- 1.9.2. Prior to the detailed evaluation, DBPL shall determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one, which confirm to all the terms and condition of the bidding documents without substantial deviation. Responsiveness of the bid shall be based on the contents of bid itself without recourse to extrinsic evidence.



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- 1.9.3. DBPL reserves the right to accept the contract price and can negotiate with L2 and L3 bidder in case L1 fails to accept the terms & conditions of the tender/contract.
- 1.9.4. The rates discovered through this tender shall be analyzed thoroughly with respect to Rate (Rs/MT) & guaranteed GCV(ARB) i.e. the minimum GCV (ARB) figure promised by the transporter to deliver at unloading point as designated by the DBPL.
- 1.9.5. Any efforts by the bidder to influence DBPL during bid evaluation bid comparative or during proposal for order placement may result in the rejection of the offer. The bid, which does not conform to, specified fixed commercial condition namely, 1) Contract performance 2) Penalty 3) Performance Guarantee/acceptance test 4) Terms of payment will be treated as non-responsive.
- 1.9.6. The bid determined as substantially non responsive shall be rejected by DBPL and price bid/cover of such bid, will not be opened and no further evaluation will be made.
- 1.9.7. The Bidder shall provide satisfactory evidence (jobs on similar equipment/systems of large quantity coal handling and transportation) to carry out the operation as per the scope of work mentioned in Part III.
- 1.9.8. The Bidder should have adequate financial stability and capability to meet the financial obligations pursuant to the Works covered in the Bidding Documents.

1.10. **Bidder to Note:**

- 1.10.1. The scope of work and specification shall be read carefully and considered by the Bidders while preparing their bids.
- 1.10.2. The Bidders are advised to visit and examine the Site/Mines and unloading points where and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Day-to-Day work. The cost of visiting the site shall be at the Bidder's own expense.
- 1.10.3. DBPL reserves the right to reject any or all tenders or to accept any tender in full or part considered advantageous to the DBPL irrespective of whether it is lowest or not, without assigning any reason what so ever.
- 1.10.4. DBPL reserves the Rights to place part order on any Transporter..

2. **ELIGIBILITY/QUALIFYING CRITERIA:**

- 2.1. The Qualifying Requirement shall be as under:
 - 2.1.1. The Agency should be a regular Transporter of bulk quantities of Non Coking Coal having Transported average 3 Lakhs MT during last three financial years.
 - 2.1.2. Financial Qualification Requirement: The Annual Average Turnover (on stand-alone basis) of the Agency during last three financial years shall not be less than INR 10 Crore.
 - 2.1.3. Net worth of the bidder shall be positive in last 3 financial years.
- 2.2. DBPL also reserves the right to seek such additional information as it may deem fit to satisfy itself of eligibility of the Agency. The Agency not meeting the Qualifying Criteria shall not be considered for issue of Tender Documents.
- 2.3. Qualification threshold in this clause may be lowered in case of exigencies only at the discretion of DBPL to ensure wider participation



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PART III: SCOPE & OBLIGATIONS

1. SCOPE OF WORK:

The scope of work shall include lifting of coal from mines of Coal Company by road mode as per the allocation from DBPL and delivering the same to DBPL Plant located at village – Badadaraha, Dist.-Janjgir-Champa, Chhattisgarh or to the location as directed by the DBPL officials ('**DBPL Plant**') in the stipulated time while ensuring proper quality and quantity. The detailed responsibilities of the Transporter shall be as under:

- 1.1. It shall be complete responsibility of Transporter to transport the Coal from mines to DBPL Plant on our behalf with required quantity & quality in line with eco-friendly manner.
- 1.2. The Transporter 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. The Transporter shall be responsible for all goods/consignment that have been loaded onto its vehicle. The ownership of goods/consignment during transit shall remain with DBPL. Any loading of consignment without lorry receipt shall not absolve the Transporter from any liability.
- 1.3. To lift and deliver minimum per day quantum of coal as per DO issued from time to time (to be reconciled weekly basis).
- 1.4. DBPL will deposit the amount towards cost of coal directly with SECL/MCL; however Transporter shall co-ordinate with Deputy Director of Mines (DDM) or other concerned officer of the respective mining circle to obtain the mining permit, other necessary documents (if required) and obtain it on behalf of DBPL .
- 1.5. On instructions received from DBPL, Transporter shall collect Delivery Orders (DO) from Coal Company headquarter. .
- 1.6. The Transporter shall be responsible for proper co-ordination with concerned personnel at the mines for issue of Challan, Invoices, Excise Invoice & Loading of the goods / consignment. The Transporter will also provide necessary assistance at loading and unloading points as required. Transporter shall pay the user fees & mining fees to obtain initial mining permit & the same shall be reimbursed by DBPL on one time basis after submission of original receipt/challan. However, in case of balance permit, DBPL shall not reimburse any amount & the same shall be borne by the Transporter only.
- 1.7. Transporter shall deliver the DO's to concerned collieries along with permit copy & other required supporting documents.
- 1.8. Transporter shall coordinate all the actions required to be taken for daily lifting of coal from the collieries as per Lifting Plan provided by the DBPL.
- 1.9. Transporter shall maintain the record and registers of the transportation of coal as per rules and regulations of the colliery. DBPL (or its appointed representative or any external auditor engaged by DBPL) shall have the right to audit the relevant books and accounts of the Transporter in relation to any reimbursable charges paid for by DBPL under this Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.
- 1.10. Requisite number of trucks shall be deployed by Transporter at the Coal Company collieries as per the required daily rate of lifting of coal or as directed by DBPL officials to ensure that the entire quantity of coal is lifted from the collieries within the validity period of the DO / as per the lifting schedule as provided by DBPL.
- 1.11. It shall be ensured by Transporter that no inferior quality of coal, rejected coal, dolochar, charcoal, foreign material, shale stone, boulders ash etc. is loaded or mixed with the coal during transportation to DBPL Plant,
- 1.12. All expenses at the loading point or en-route shall be borne by the Transporter.
- 1.13. Transporter shall ensure that, weighment particulars of coal are recorded accurately at the road weighbridge of the Colliery and the Colliery Weighment Slips issued by SECL/MCL.



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- 1.14. All trucks carrying coal procured by DBPL should arrive at DBPL Plant in a reasonable time frame. No transshipment or unloading of coal in transit shall be carried out by the Transporter without prior permission from DBPL. Such permission shall be given in writing by DBPL only in case of breakdown/accident of truck in writing upon the written request from the Transporter.
- 1.15. Transporter shall ensure to deploy roadworthy truck for transporting of coal.
- 1.16. Entire quantity of coal lifted by the Transporter on behalf of DBPL collieries shall be delivered by the Transporter at the DBPL Plant in the quality and quantity specified in Coal Company invoice from time to time.
- 1.17. The Transporter shall be responsible for unloading of coal (in coal hopper/ stock piles as directed by DBPL officials) from trucks at DBPL Plant.
- 1.18. Each truck arriving at DBPL Plant shall carry the consignee copy of lorry receipt (LR) and original copy of the Colliery Weighment Slip, invoice-cum-challan, mining passes, etc. All other documents required to be held with the driver of the truck as per government regulations shall be available at the time of entry into DBPL Plant.
- 1.19. Transporter shall submit all documents like coal bills, challans/gate passes/Pit passes etc. issued by Coal Company and deliver the same to DBPL expeditiously within 02 (Two) days of receipt, failing which the Transportation charges shall be withheld till the receipt of the documents.
- 1.20. Transporter shall assist DBPL for coordination with Coal Company relating to payment of coal value, collection of coal bills, reconciliation of quantity dispatched against coal value paid, obtaining refunds under grade slippage & for any lapsed quantity etc. and obtaining and dispatching original copies of coal invoices and other related work.
- 1.21. Transporter shall collect final invoice from Coal Company collieries for the quantity lifted and same shall be deposited to DBPL.
- 1.22. Transporter shall be responsible for receiving any notice /circular/letter relating to Transportation under this Contract, on behalf of DBPL and delivering it to DBPL expeditiously within 02 (two) days of such receipt.
- 1.23. Transporter shall be responsible for obtaining clearances/consents/sanctions/token in required numbers from concerned authorities for lifting of coal from collieries, dispatching it to DBPL and meeting our lifting plan.
- 1.24. Transporter shall take all steps necessary or otherwise, to comply with the various applicable laws/regulations/notification, including but not limited to the provisions of Contract Labour (Regulation and Abolition Act) 1970, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Employee's State Insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979, Regional Transport Office regulations, as amended from time to time and all other applicable laws and rules framed thereunder including any statutory approval required from the Central / State Government. The Scope shall include all the works/ services that are necessary to ensure smooth transportation of coal with utmost safety and traffic control. The Transporter shall be solely responsible for maintenance of records and filings of various forms/ returns prescribed under all applicable Central / State labour laws and regulations / rules made thereunder in respect of employees employed by it.
- 1.25. Transporter shall e-mail the soft copy of truck-wise daily dispatch report indicating source-wise quantity lifted from collieries, number of trucks in transit and quantity delivered to DBPL ("**Report**"). The Report shall be provided in Microsoft Excel format on the immediate next day of the dispatch for proper quantity reconciliation & failure to send the daily dispatch Report may lead to delay the payment cycle. The format of the Report is as follows:

Daily Dispatch Report				
Delivery Order No. (DO No.)				
Contract No.				
Mine				
Company	DB Power Limited			
Sl. No.	Date of Dispatch	Truck No.	TP No.	Net Quantity (MT)
1	01-____-20			



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The above format may be modified from time to time as per the requirement of the DBPL.

- 1.26. Transporter shall also provide the daily DO balance statement generated at the Collieries' weighbridge for DBPL's reconciliation.
- 1.27. DBPL shall communicate black listed /banned trucks on regular basis, The Transporter shall ensure no blacklisted trucks are loaded at mines, failing which Rs.5000/- per truck penalty shall be imposed for such cases or detention of truck or both.
2. **Other responsibilities of the Transporter:**
 - 2.1. To deploy sufficient manpower at the loading and unloading points for co-ordination and supervision of loading and unloading activities for the purpose of this Contract.
 - 2.2. Transporter shall furnish the calculations for no. of vehicles to be engaged and no. of trips of each vehicle being proposed by them to arrive at the level of operation declared for the month.
 - 2.3. Transporter shall also submit a list of self-owned / hired trucks to be deployed for ensuring the smooth transportation.
 - 2.4. Transporter shall ensure that all Trucks carrying the coal shall be covered with Tarpaulin sheets with steel eyelets to prevent fugitive emission of coal dust while on the transit. Also special care shall be taken to prevent the coal getting wet and accumulate additional moisture during rainy season. In case of default of the above by Transporter, DBPL shall have a right to impose penalty of Rs. 500/truck for first default, which shall be deducted from the Transportation charges to be paid to the Transporter by DBPL. For 02nd default, the penalty shall be Rs. 5000/truck and for any further default, the truck shall be blacklisted for further transport to DBPL.
 - 2.5. Transporter shall ensure sealing of the loaded Trucks including Tarpaulin covering & lacing with DBPL seal after loading of trucks inside mines premises in presence of DBPL representative. Seal numbers shall be mentioned in the challan. If the seal is found broken then unloading shall be done only with the consent of DBPL's official or authorised representative and monthly review shall be done by DBPL. On review, if the number of observations arrives high then suitable penalty shall be imposed by DBPL on Transporter. The seals shall be provided by DBPL. Transporter should maintain the records for the seals provided to them by DBPL.
 - 2.6. Transporter shall ensure that the Trucks are loaded up to the permissible limit as registered and recorded as per RC book of the Trucks. If any penalty is imposed by any authority, it shall be borne by the Transporter.
 - 2.7. Transporter shall ensure road safety measures, speed control, for the movement of trucks from loading ends to DBPL Plant and to form a Coordination Committee to ensure unrestricted movement of trucks from mines to DBPL and to address the issues of public grievances.
 - 2.8. After completion of unloading and other weighment formalities, the empty truck should immediately vacate the DBPL Plant. Transporter shall arrange recovery van to remove break down vehicles inside DBPL Plant or on road.
 - 2.9. 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.
 - 2.10. Transporter shall comply statutory compliance including but not limited to Environmental Laws, Motor Vehicle Act etc. for the purpose of the Scope of Work.
 - 2.11. Payment of toll/road tax etc., during Transportation (if any) as applicable shall be borne by the Transporter only.
 - 2.12. All machinery, tools & tackles, manpower and equipment required for the Scope of Work indicated above will be fully arranged by the Transporter.
 - 2.13. Unauthorized persons should not be allowed on Site and/or in/on trucks deployed for coal transportation.
 - 2.14. During transportation of coal, if any loss or expenditure are incurred by Coal Company and recovered/to be recovered from DBPL for damages of Coal Company property, then it will be recovered from the Transporter either fully or partly, if such loss or expenditure for damages have been caused either directly or indirectly due to any negligence or failure on the part of the Transporter.



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- 2.15. The Transporter has to ensure that the Coal is transported to DBPL Plant with all ethical means and has to ensure that there is no pilferage/theft of Coal en-route by anyone including but not limited to Transporter's drivers, helpers etc. In such a case, appropriate action as deemed fit shall be taken up by DBPL and all the consequences in this regard shall be the responsibility of the Transporter.

3. Obligation of Transporter in the below mention cases

- 3.1. The Transporter 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.
- 3.2. The Transporter is not entitled to change the time schedule specified by DBPL at any stage. Any failure on the above by the Transporter shall constitute a breach of the terms of this Agreement. The Transporter has visited the area and very well understands the ground conditions of the place of service and the periphery area.
- 3.3. The Transporter acknowledges to deal with the local issues for carrying out the work. It is the responsibility of the Transporter to maintain harmonious relations with all stake holders for execution of the job.
- 3.4. Transporter 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 Transporter are deficient, negligent or in breach of DBPL policies as applicable while rendering the Services, but without prejudice to the right of DBPL to take any such action as is in its sole opinion, the Transporter shall take corrective steps immediately to avoid recurrence of such incidents and report to DBPL about its action plan.
- 3.5. If any of the personnel of the Transporter indulges in misconduct, theft or any unlawful activities, the Transporter shall take appropriate action against its erring personnel and intimate accordingly to DBPL. The Transporter shall also ensure that such incidents do not interfere with continuity of Service to be rendered to DBPL. It is understood between the Parties hereto that the Transporter 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 DBPL.
- 3.6. The Transporter shall ensure the correctness and genuineness of all or any of the information / data it provides under this Agreement.
- 3.7. Transporter 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 Transporter is adequate for providing prompt and efficient Services to DBPL. c) Its personnel shall not enter in the functional areas or offices of DBPL unless specifically permitted or required.
- 3.8. The Transporter will not use name of DBPL in any manner either for credit arrangement or otherwise and it is agreed that DBPL is in no way responsible for the debts of the Transporter and/or its employees.
- 3.9. The Transporter may not subcontract any of its obligations under this Agreement without the prior written consent of DBPL. The Transporter shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Transporter shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the Services, acts, defaults or omissions of the Transporter.
- 3.10. The Transporter shall inform DBPL 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 DBPL, as well as expeditiously notify DBPL of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. The Transporter shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by DBPL.
- 3.11. It is clearly understood that the instructions so given or delivered to the representative of the Transporter shall be construed as instructions given or delivered to the Transporter.
- 3.12. The vehicles shall be weighed for gross, tare and net weight at respective consignee locations. The Transporter shall obtain the Proof of Delivery (POD) of the consignment from DBPL, on the Lorry Receipt (LR) in the manner



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- specified by DBPL. This shall include the signature and rubber stamp of DBPL, receipt quantity, date and time of receipt, shortages, quality etc. The Transporter shall obtain clean receipt for the goods / consignment.
- 3.13. Transporter has to ensure that all vehicles selected for sampling at mines should compulsorily reach the sampling area for collection of samples by a third party Sampling Agency. In any case, where randomly selected vehicle, skips the sample collection, DBPL will deduct the proportionate landed cost of Coal for deviation from declared grade of the said coal. For e.g. if declared grade is 3401-3700 and plant end GCV-ARB reported at 2700 then deviation (corresponding GCV-ARB of declared grade - 2700) will be charged @ landed cost for the entire lot of the day.
- 3.14. **Delayed Reporting:** The coal Trucks received at DBPL Plant after 48 Hours from the time of Loading at Site will be detained at DBPL Plant's Gate Entry at plant. Such Trucks shall only be allowed entry if the Coal in the Trucks is in suitable condition in the sole discretion of DBPL and upon the condition that the Transporter is able to justify the delay to the satisfaction of DBPL coupled with documented evidence in the form of an affidavit. In case the quality of Coal is found to be unsatisfactory in the sole discretion of DBPL, DBPL may impose suitable penalty on the Transporter based on physical verification or special sampling by DBPL.
- 3.15. **Valid Heavy Motor Vehicle License:** Transporter shall ensure that all the Truck-drivers should have valid driving license for heavy vehicle. No trucks shall be allowed if driver is not having valid driving license.
- 3.16. **Loss of Mining Document:** The documents issued by mining authorities like Transit Pass (TP), Mines weighment slip, Gate Pass etc. for physical transportation of goods from mines to plant, needs to be handled by Transporter with utmost care. Loss/damage of such documents must be reported by the Transporter to the concerned authority immediately and in no case beyond 7 days. In case of any non-compliance found in this regard, DBPL shall impose Rs.5000/- penalty upon the Transporter and Transporter will be required to submit FIR, station Diary / receiving copy issued by the concerned authority for clarifying Loss/damage of document or both.
- 3.17. **Missing Trucks:** Transporter should file FIR for missing trucks & indefinite in-transit truck within 7 days & submit FIR copy to DBPL. Final bill payment of those particulars Delivery Order (DO) shall be released only after submission of FIR copy.
- 3.18. **Transshipment Case:** (i) 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 DBPL, 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 unauthorized transshipment. (ii) Total quantity as mentioned in the invoice / challan must be delivered at one time and not in installments. Transshipment and / or part delivery of consignment during transit en route is strictly to be avoided. In case of transshipment done without DBPL's written permission, it will be the liability of the Transporter to pay to DBPL for loss / damage suffered. (iii) Consignment withheld by Transporter in their warehouse in transit without the written permission of DBPL shall be liable for liquidated damages for late delivery and any losses in this regard shall to be borne by the Transporter. (iv) Part consignments can be transshipped only with DBPL's prior permission.
- 3.19. **Shortages/Excess:** The coal truck showing excess/ shortage by 500 Kg compared to mines wt. in Gross Wt. as well as Tare Wt. shall be denied for weighment. In this case after investigation from your side, considering weather condition like rainy season etc. and physical verification of quality by DBPL, then truck will be allowed for weighment.
- 3.20. The Transporter 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 Transporter and in the course of transit. The Transporter shall take all precautions and positive steps that are necessary to ensure goods/consignment under Transporter's charge are protected from loss, shortage, damage, contamination or deterioration and the same is transported and delivered safely to DBPL without any shortage. In case of any contamination, loss/shortage, the entire cost of the goods/consignment shall be recovered from the Transporter. The Transporter shall have to make good to DBPL 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.



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- 3.21. 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 DBPL.
- 3.22. vehicles as and when requisitioned by DBPL will have to be placed by the Transporter within stipulated time. The decision of DBPL with regards to the actual losses incurred by DBPL including the reasonability shall be final and binding on the Transporter.
- 3.23. The weight, measurement and description of goods/consignment mentioned in the challans/packing lists/loading advise/delivery documents/shipment document of DBPL or the supplier shall besides other documents be the basis for assessing the loss in transit and for recovery of damages compensation thereof. The Transporter shall be responsible for any discrepancies found at destination, in respect of weight, measurements, quantities and soundness of the goods/consignment.
- 3.24. The Transporter shall accept the consignment at its own risk and shall be fully responsibility 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, misuse of lorry receipts etc. Any loss to DBPL during Transportation shall be at risk and cost of the Transporter.
- 3.25. The Transporter 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.
- 3.26. Ensure that there is no loss to DBPL on account of theft, pilferage, adulteration or malpractice by the Transporter and/or its agents or employees, during Transportation.
- 3.27. The transportation is carried strictly in accordance with all applicable Central/State Laws and Rules, regulations made thereunder. The Transporter shall ensure that the Transport Vehicle are loaded only to the extent of the permissible limit and shall not overload the vehicle. DBPL 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 Transporter 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.
- 3.28. DBPL and/or its Officer(s) shall not be held liable for death, injury or accident or any compensation relating thereto, for any reasons, whatsoever, in respect of any of Transporter's workmen/employee.
- 3.29. It shall be the responsibility of the Transporter 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.
- 3.30. It shall be the obligation, duty and responsibility of the Transporter to ensure that the goods are properly loaded, positioned and secured at all times. The Transporter 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.
- 3.31. Any authorised Transporter carrying consignments of DBPL in the vehicle should not load the consignments belonging to other Transporter / Company (ies). In such cases no freight charges shall be paid to either of the Transporters.
- 3.32. The Transporter shall employ or sub-Agreement or use only those drivers who hold a current recognised national qualification with respect to the place of loading, transit and delivery of the goods/consignment. The Transporter shall keep adequate records of all such drivers and shall present the same to DBPL as and when asked.
- 3.33. The Transporter 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 DBPL's discretion. The difference between the consignment cost and realised/realizable value shall be recovered from the Transporter.
- 3.34. No transportation charges will be paid for the futile trip during which the consignment got damaged.
- 3.35. 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.



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3.36. **Right To reject:** DBPL reserves the right to reject the use of the vehicle of the Transporter if the vehicle reaches the designated place after the stipulated time or if the vehicle or human resources are found unfit in any manner whatsoever or for any other reason directly or indirectly attributable to failure in execution of the contract. The Transporter shall not be entitled to any compensation whatsoever in such circumstances.

4. **Quantity:**

4.1. DBPL shall issue Delivery Order (DO) to the Transporter from time to time specifying the mine and the quantum of coal to be lifted from such mine. The Transporter, on acceptance of the DO, shall lift, handle and transport the Specified Quantity as specified by DBPL from time to time within the validity of DO or as directed by DBPL it being expressly agreed between DBPL and Transporter that the lifting of entire Specified Quantity within the validity period that shall be specified for each DO, is the sole responsibility of the Transporter. DBPL shall have a right to reduce/increase Specified Quantity within the overall DO quantity as per its sole discretion.

5. **Contract Period:**

5.1. Contract shall be valid for One Year from the date of issuance.

5.2. DBPL reserves the rights to place parallel contract simultaneously with any other party or at any time during the period of contract with one or more transport contractors as it may deem fit. In case of emergency if DBPL finds that service provider fails to perform the services, DBPL may appoint another service provider. However, the corresponding EMD or Rs.500/MT plus GST whichever is higher of the lapsed quantity shall be recovered from the service provider and service provider shall be responsible for all consequences.

5.3. After accepting the contract, in case if the shortlisted Transporter does not accept the DO issued to them, then DBPL may appoint another Transporter and additional cost plus 20% overhead charges w.r.t the contract shall be recovered from the Shortlisted Transporter.

6. **Contract Price Variation:**

There would be no price escalation/de-escalation in the contract except for diesel escalation/de-escalation and the calculation shall be made as per the below formula:

Diesel Escalation / De-escalation = (Diff in Diesel Price * Two way distance) / (Mileage * Carrying Capacity)

- Where the existing Diesel price is considered as Rs.**.*/Lit. (Rate on the date of issuance of contract)
- One way distance from Mine to plant – KM, as mentioned in Annexure 1 against each mines
- Mileage – 3 KM/Lit
- Carrying Capacity – 15 MT

Diesel Escalation or de-escalation is applicable for the variation in diesel price at least by $\pm 3\%$ from the base price mentioned above.

7. **Taxes & Duties:**

7.1. GST as applicable shall be paid extra directly by DBPL as per applicable Government rules.

7.2. The rates are inclusive of all other taxes like, Road Tax, RTO Tax and all other Direct and Indirect Taxes /Levies /Surcharges, that may be imposed during contract period by any Central Government / State Government / Municipal Corporation or other bodies, in relation to the vehicle.

7.3. The rates are also inclusive of any charges towards statutory levies /rates for labour employed by the Transporter as prescribed by any statutory body or government Agency like Mathadi Boards etc., wherever in force.



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7.4. As regards Indian income tax, surcharge of income tax, withholding tax or any other corporate tax, DBPL shall not bear any tax liability whatsoever. The Transporter shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. However, DBPL shall deduct applicable tax at source at applicable rate as per law from all payments to be made to the Transporter and DBPL will issue the TDS certificates for the same to the Transporter.

8. Payment Terms:

8.1. 80% payments of Transportation charges for the coal received at DBPL Plant on weekly basis shall be released within 15 days from the submission of clear invoices by the Transporter.

8.2. Balance 20% payment of Transportation charges shall be released within 45days after completion of entire quantity (DO-wise) subject to and after final reconciliation of quality & quantities.

8.3. All payments shall be made through Cheque/RTGS. Any charges related to the payments shall be borne by the DBPL.

8.4. All invoices/ bills shall be raised in the name of DB Power Limited in triplicate on the following address;

DB Power Limited,
2X600 MW Thermal Power Project
Village – Badadarha, Distt – Janjgir Champa,
Chhattisgarh (India)

9. Security Deposit:

9.1. Transporter shall arrange to furnish the security deposit of **Rs.50,00,000/- (Indian Rupees Fifty Lacs)** in the form of Demand Draft / RTGS Transfer in the name of **DB Power Limited** within 7 days from the effective date of the Contract ("**Security Deposit**"). In case the Transporter is unable to submit the Security deposit within 07 days from the date of Contract, DBPL shall have rights to cancel the contract and award the contract to another Transporter.

9.2. It shall be lawful for DBPL to deduct and/or adjust from all pending/running or future bills and also to appropriate the entire Security Deposit or any part thereof, for any losses, damages, costs, charges or expenses arising out of Transporter's breach, default, performance or non-performance, observance or non-observance of any of the terms and conditions of this Contract. The decision of DBPL as to the quantity, quality shall be final and binding on the Transporter.

10. Quantity Determination:

10.1. Transporter shall be responsible to deliver the entire lifted coal from Collieries on behalf of DBPL to DBPL Plant or to the location as directed by the DBPL officials.

10.2. The quantity mentioned in the Coal Company's coal invoice or Colliery Weighment Slips shall be considered as the quantity lifted by Transporter from the Collieries.

10.3. For RCR mode - Quantity received at DBPR siding shall be considered as the quantity lifted. For Road mode - Tipper wise minimum quantity of either Weighbridge (Mines & DBPL) shall be considered as the quantity lifted.

10.4. The minimum of the quantity as per Section 10.2. Or 10.3 above will be considered final for all the commercial & payment purpose.

10.5. The Transporter's representative may witness the weighment at DBPL weighbridge.



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11. Quality Determination:

- 11.1. The source-wise weighted average GCV-ARB for the Specified Quantity as determined at DBPL Plant end by DBPL Lab will be final and binding for all commercial and payment of Amount unless disputed by the Transporter.
- 11.2. The quantity of coal received during 24 hours cycle (0000 hrs to 0000 hrs next day) from one source shall be considered as one lot for purpose of sampling and analysis.
- 11.3. The analysis results of TM content as analysed at DBPL shall be binding on Transporter and DBPL for all commercial purposes unless disputed by the transporter.
- 11.4. The laboratory sample collected for determination of GCV and other parameters shall be divided into three parts identified as Set I, Set II and Set III. The Set I sample shall be analysed at DBPL /its 3rd party laboratory for determination of GCV and other parameters as the case may be, Set II sample will be reserved for transporter and can be handed over to its authorized representative for analysis at its end and whereas Set III sample shall be kept in a jointly sealed cover in the DBPL custody as "Referee Sample".
- 11.5. DBPL shall provide the analysis results of Set I sample to Transporter's chemist/supervisor deputed at DBPL Plant within 5 - 7 days of the collection of sample. Record of experimental values of each analysing parameter will be maintained by DBPL laboratory.
- 11.6. In case the Transporter disputes analysis results, he shall endorse the result sheet within 02 days upon its receipt stating reasons for dispute, in which case, the Referee Sample shall be sent to any other mutually agreed IIA for analysis within 7 days of Dispute. However, in the absence of the Transporter's chemist/supervisor or any dispute being raised, the results declared by DBPL shall be binding on both the parties for all commercial purpose. The cost and charges for analysing the Referee Sample shall be borne by the Transporter. The result of such analysis of Referee Sample shall be binding on both parties for all commercial purposes.
- 11.7. The Referee Samples shall be destroyed in case no dispute is raised by the Transporter in terms hereof.
- 11.8. Total Moisture (%):
- Transporter shall be responsible for delivery of coal with in the specified moisture range. Guaranteed Moisture would be 11 % except for Monsoon period. Guaranteed Moisture shall be 13 % for Monsoon Season (Quantity lifted from 1st July to 30th Sept)
 - In case the weighted average moisture for a particular lot exceeds the said range, the payable quantity shall be Normalized as per the below formula
$$\text{Normalized quantity} = \text{GRN Quantity} \times (100 - \text{TM at DB Power Limited}) / 100 - \text{Guaranteed TM}$$

i.e. 11%/13%
 - There would be no premium for lower moisture

12. Penalty on Quality variation:

- 12.1. Guaranteed GCV (ARB): GCV (ARB) to be guaranteed by the Transporter or as analyzed from Third Party split sample (-) minus 100 (where Third Party sampling is opted by DBPL).
Ex: If Third Party split sample result shows that the GCV (ARB) is 3800 Kcal/Kg then the guaranteed GCV(ARB) for transporter is 3700 Kcal/Kg.
Note: Third Party split sample (i.e. the DBPL part sample which is collected & prepared by the authorize third party i.e. Third Party at mines end) shall be analyzed at DBPL's Lab.
- 12.2. If GCV (ARB) receipt at unloading point below the guaranteed figure then the following penalty/rate adjustment shall be applicable;



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- a. Rs.25/- per MT for every 100 GCV-ARB less than the Guaranteed GCV-ARB on pro rata basis for any quality slippage beyond Guaranteed GCV-ARB. In case, DBPL Plant end GCV-ARB loss is between 300 to 600 GCV-ARB from guaranteed GCV-ARB, then the above mentioned penalty (Rs.25/MT for every 100 GCV-ARB) will be changed to Rs.50/MT.
- b. In case the GCV loss is beyond 600 GCV-ARB, then penalty shall be equivalent to recovery of the total market value of coal.
- c. For all the coals received as ungraded the recovery should be double the market value and also all such coal will not be considered in averaging of GCV on total coal received at plant. Quality slippage penalty shall be calculated on DO to DO basis.

13. Liquidated Damages:

- 13.1. Transporter shall be solely responsible for lifting of entire allocated DO quantity within validity period mentioned on the DO issued by DBPL.
- 13.2. Transshipment, malpractices and/or part delivery of consignment is strictly prohibited. In case of transshipment done without DBPL's consent, it will be the liability of the Transporter to pay DBPL liquidated damages @ 200% of the total freight of Specified Quantity. Moreover, DBPL may take action as deemed fit by DBPL against the Transporter including terminating this Contract forthwith.
- 13.3. Consignments, in any case and for any reason, shall not be withheld by Transporter. If any consignment is withheld by Transporter without the written permission of DBPL resulting in delayed delivery, then the same shall be considered as transshipment & will be treated as per Section 13.2 above including levy of liquidated damages. If the coal of such withheld consignments is not found satisfactory as per the DBPL's requirement, then such consignments will be rejected and 500% of the coal value will be recovered for such consignments. Moreover, DBPL may take action as deemed fit by DBPL against the Transporter including terminating this Contract forthwith.
- 13.4. In case of failure to deliver the daily quantity as per the DO asking Rate or any delivery schedule provided by DBPL and mutually agreed by both, DBPL will levy liquidated damages @ 1% of the Transportation rate for the undelivered quantity on fortnight basis.
- 13.5. In case of any rejection of consignment by DBPL on account of suspected damage or contamination while consignment is in possession of Transporter, DBPL shall recover entire cost of the consignment from the Transporter. If a vehicle provided by the Transporter is involved in any malpractice, DBPL shall seize the vehicle forthwith and conduct an investigation into the malpractice/s. If upon such investigation, DBPL in its sole discretion concludes that the crew of any vehicle is involved in malpractice or complicity of the Transporter in the malpractice, the Contract shall stand terminated and Security Deposit shall be forfeited with recourse to legal action as provided under the contract.
- 13.6. The consignment in the possession of the Transporter for transportation executed in terms of the Contract shall be held in trust by the Transporter and the same shall be delivered to DBPL or its authorised representative promptly and in good condition. The Transporter shall be responsible for the loss to DBPL due to non-delivery or non-execution and shall make good such quantified loss within such time as prescribed by DBPL in this regard. In case of failure of Transporter in making good such losses within time prescribed by DBPL, DBPL shall have all the rights to recover the losses from the amount payable to Transporter or adjust through Security Deposit.
- 13.7. Without prejudice to other rights of DBPL and notwithstanding anything contained in this Agreement, in case the Transporter fails to adhere to any of the terms and conditions and covenants of this Agreement, DBPL shall be entitled to levy liquidated damages on the Transporter equivalent to the consignment value.
- 13.8. In case of any mixing, changing, adulteration in original coal, then 500% of landed coal value will be recovered for that quantity.



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14. Transit Loss & Penalty:

- 14.1. Truck-wise Transit losses shall be considered as the difference between the quantity lifted by Transporter from Collieries as per coal invoice or Colliery Weighment Slip and the accepted receipt quantity finalized as per Section 10.4 above
- 14.2. For Road mode, Transit loss of 0.5% or actual shortage, whichever is less shall be allowed truck/tipper wise. In case of any transit loss beyond 0.5%, 100% of the value of coal shall be recovered from the Transporter's outstanding by DBPL. For RCR mode - 1% or Actual Shortage, whichever is less shall be allowed as tolerance from mines to DBPR siding.
- 14.3. DBPL shall recover from the Transporter, the full value of the shortage in the Specified Quantity caused inter alia, due to any damage, pilferage and theft in transit or non-delivery etc.

15. Lapses in Lifting DO Quantity from Collieries:

- 15.1. Notwithstanding the levy of liquidated damages in terms of Clause 13.4 above, In case of failure to lift the allotted coal within validity period of DO, the corresponding EMD or Rs.500/MT whichever is higher of the lapsed quantity against the allotted quantity shall be payable by the Transporter. DBPL shall be entitled to recover the liquidated damages recovered from the Security Deposit or outstanding dues of the Transporter.
- 15.2. Any additional penalty levied by Coal Company w.r.t non-lifting of the DO quantity within the DO period shall also be borne by the Transporter. Transporter agrees and undertakes to reimburse such losses to DBPL, on demand of DBPL to Transporter.
- 15.3. In case the Transporter fails to start the lifting of DO immediately after allocation of DO and hands over the DO back to DBPL, DBPL shall have the right to allocate the DO to a separate agency and if any lapse in DO quantity is found, the corresponding EMD or Rs.500/MT plus GST whichever is higher of the lapsed quantity shall be payable by the Transporter.
- 15.4. In case, deduction of EMD (under different E-auction schemes) to DBPL is waived off by Coal Company, then the deducted/hold amount from transporters bill on account of lapsed quantity, shall be refunded to the Transporter.

16. Manpower/Personnel :

- 16.1. The Transporter shall employ & provide such qualified & experienced personnel as required for the Scope of Work.
- 16.2. The titles, agreed job description, minimum qualification & estimated periods of engagement in carrying out of service of each of the bidder's Key personnel shall be as per job requirement.
- 16.3. DBPL is indemnified from any injury or loss of life to persons employed by the Transporter.



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PART IV: OTHER TERMS & CONDITIONS

1. **Term:**

This Contract shall be valid for a period of one year from the date of award of contract (hereinafter 'Term') unless terminated earlier in accordance with the provisions contained hereunder.

2. **Suspension of work:**

DBPL shall have the power to suspend the progress of the work and part thereof and DBPL may direct the Transporter in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Transporter, or for proper execution of the work for reasons other than any default on the part of the Transporter, or on ground of safety of the work or part thereof. In such an event, DBPL shall reserve a right to engage other Transporter for the completion of services under this letter. In the event of suspension for reason other than any default on the part of the Transporter, extension of time shall be allowed by DBPL equal to the period of such suspension.

3. **Governing Laws and Jurisdiction**

The contract shall be governed by Indian Laws. Subject to the provisions of arbitration under Section 5 below, the Parties agrees that any disputes in connection to this contract, shall be subject to exclusive jurisdiction of Competent Court at Bilaspur, Chhattisgarh.

4. **Force Majeure:**

In case either party fails to fulfil in time their respective contractual obligations owing to factors beyond their control like act of god, war, enemy action, embargoes, blockades, fire, flood, civil commotion and riots, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity, the enactment of any act of Parliament or the act of any other legally constituted authority, changes to the rules, or default of third party then time for performance of such obligations/responsibilities shall be automatically extended proportionately for the period of the Force Majeure provided force majeure is established and one party informs the other promptly of such occurrences through a written notice sent not later than 7 (seven) days of occurrence of an event of Force Majeure. No increase in price and or any other claim shall be claimed/made by the Transporter due to Force Majeure. If the Force Majeure continues for more than 7 days, the parties shall mutually/discuss and agree to future course of action including termination of the Contract.

5. **Arbitration:**

Any dispute(s)/ difference(s) arising out of or in relation to this contract that cannot be settled amicably will be referred to Arbitration of Sole arbitrator to be appointed jointly by the parties hereto. The award of arbitrator will be final and binding on both the parties. The arbitration will be carried out in accordance with the provisions of India Arbitration and Conciliation act of 1996 read with its amendments from time to time. Work under this Contract shall not be affected during the pendency of arbitration proceedings unless otherwise directed in writing by DBPL or unless the matter is such that the Work cannot possibly be continued until the decision of the arbitrator. The venue of the arbitration will be Bilaspur, Chhattisgarh.



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6. Assignment:

- 6.1. DBPL shall be entitled to assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the consent of the Transporter. In particular, the Transporter hereby consents to the grant and creation by DBPL of a security interest in and assignment of this Contract and all of the DBPL's rights, title and interests in and under this Contract in favour of any Lender or its security agent or trustee; and in furtherance of and to give effect to such security interest and assignment, the Transporter agrees to execute such documents and papers as are reasonably customary and as may be required by any of the Lenders.
- 6.2. The Contract or any part thereof shall not be assigned by the Transporter without prior written permission of DBPL. The Transporter shall be responsible for any such assignees to whom it assigns its obligations under this Contract whether such transporter be selected by DBPL or the Transporter.
- 6.3. The Transporter shall make good any loss or damage suffered by the DBPL by reason of any default or neglect or failure on the part of such sub-contract in relation to any work or material under this Contract.

7. Change in the Constitution of Transporter:

The Transporter agrees and undertakes to inform DBPL immediately on any change in its constitution. In case of any failure of the above by Transporter, with prior notice of 15 (fifteen) days in writing, DBPL will have right to rescind the contract and the security deposit along with all due payments of the Transporter available in the hands, shall thereupon stand forfeited and be absolutely at the disposal of DBPL.

8. Termination and Consequence of Termination:

8.1. Termination:

8.1.1. DBPL shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part if the Transporter:

- (a) If the Transporter fails to deliver the Specified Quantity as per commitment;
- (b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it;
- (c) fails to take effective steps for the remedy to the satisfaction of DBPL, then on the expiry of the period as may be specified by DBPL in a notice;
- (d) offers or gives or agrees to give any person in the service of DBPL or any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract from DBPL;
- (e) transfers sublets, assigns the entire work or any portion thereof without the prior approval in writing from DBPL. DBPL may be giving a written notice, cancel the whole contract or portion of it in default.

8.1.2. The Contract shall stand terminated under the following circumstances:

- (a) If the Transporter being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act;
- (b) In the case of the Transporter being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or receiver or manager is appointed by the court on the application by the debenture holders of the company, if any;



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- (c) On the death of the Transporter being a proprietary concern or of any of the partners in the case of a partnership concern and DBPL is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of DBPL in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

8.2. **Consequence of Termination :**

On cancellation of the Contract or on termination of the Contract, DBPL shall have powers to:

- (a) cancel and divert the entire or part of the Specified Quantity to third party at the cost of the Transporter. The Transporter shall not be entitled to any compensation for such cancellation;
- (b) DBPL shall be entitled to forfeit the entire amount of Security Deposit

9. **Statutory Obligations:**

All statutory permissions relating to the Plant shall be the responsibility of DBPL and all statutory permissions regarding lifting and delivering of Coal as per the terms of this Contract shall be the responsibility of the Transporter.

10. **Insurance:**

10.1. The Transporter shall obtain comprehensive insurance policy for all its personnel, trucks, vehicles etc. against destruction or damage by fire, earthquake, theft, flood, cyclone, etc. to its full insurable value and keep insured till the expiry or termination of the Contract. Copy of such policy shall be submitted to DBPL alongwith the fitness certificate of all personnel.

10.2. The Transporter 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 Transporter, arising out of the Transporter'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. The Transporter shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Transporter shall lodge and settle the claim with the insurance company.

10.3. In case of accident, the Transporter will initiate action in accordance with the instructions of DBPL as well as its internal procedures / documentation required, requirements of insurance company, with which the Transporter has familiarised himself prior to the commencement of this Agreement.

11. **Indemnification:**

11.1. Transporter hereby agrees to indemnify DBPL, its offices and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against DBPL by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which DBPL may now nor hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or observance or non-observance by the Transporter of any of the terms and conditions of this Contract. Without prejudice to DBPL's other rights, DBPL will be entitled to deduct from any dues payable to the Transporter, the amount payable by DBPL as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the Transporter of any of the terms and conditions of the Contract. DBPL shall not be responsible for death, injury or accident to the Transporter's or its associates, employees or any other third party, which arise out of or in the course of their duties under this Contract.



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11.2. The Transporter shall defend, indemnify and hold DBPL 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 Transporter or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement. Any loss to the material of DBPL due to statutory non-compliance, theft, fraud, misrepresentation, negligence or any other civil wrongs or criminal offences shall be indemnified in full by Transporter and suitable penalty will be imposed as deemed fit by DBPL if any such activities found.

11.3. The Transporter shall accept the coal at its own risk and shall accept full responsibility for the losses arising out of damage of the coal and shall also accept the full responsibility for nondelivery or short delivery of the coal due to theft, pilferage, accident, fire or any acts of God.

11.4. The Transporter shall be liable for any loss or damage to DBPL employees, the Transporter employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said payloaders at the time of loading, unloading and / or during transit and the Transporter shall indemnify and keep in indemnified DBPL against any such loss or damage and shall pay to DBPL such amount as DBPL may be called upon by law to pay. The Transporter shall remain at all times, liable and responsible to DBPL for any loss or damage caused to any building, plant and machinery or the property of DBPL by any carelessness, negligence, inexperience or willful fault of the Transporter or his agent or by his employee of which DBPL alone shall be the sole judge. DBPL shall be at the liberty to debit any cost of repair to loss or damage to the account of Transporter.

11.5. The Transporter will make good to DBPL any loss arising from:

- (i) The confiscation by government or local authorities of any quantities of the said products delivered to the Transporter for transportation;
- (ii) Loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lighting, riots or civil commotion and or accidents.

11.6. DBPL will also be entitled to compute the amount of loss suffered by it and entitled to be reimbursed from the Transporter under these provisions and the decision and determination by Transporter or its authorized representatives as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on DBPL and shall not be questioned in any court of law, or arbitration or otherwise. Only DBPL may at any time without notice to the Transporter set off any liability of Transporter to DBPL against any liability of DBPL to the Transporter (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 DBPL of its rights under this clause shall be without prejudice to any other rights or remedies available to DBPL under this Agreement or otherwise.

12. Confidentiality

12.1. The contents of this Contract should be kept confidential and not to disclose to any third party. From time to time during the performance of the Contract, the Parties may deem it necessary to provide each other with confidential information. The Parties agree:

12.2. To maintain the confidentiality of such information and not to disclose the same to any third party, except as authorized by the original disclosing party in writing and except if required by law. To restrict disclosure of such information to employees who have a "need to know". Such Confidential Information shall be handled with the same degree of care, which the receiving party applied to its own confidential information but in no event less than reasonable care. That such information is and shall at all times remain the property of the disclosing party. However, parties are hereby allowed to



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disclose all or any information to any regulatory authority or statutory/ legal/ judicial/ quasi-judicial/ administrative body whenever required. Even if required by law such disclosure shall be made only with the prior intimation in writing of such disclosure to another party. Information that are already public or is known to the outside world will not be considered confidential for this purpose.

13. Ownership of consignment

Ownership of the consignment and lien over the consignment will always be with DBPL during the execution of the contract. Transporter shall be only custodian of the consignment merely on behalf of DBPL.

14. Relationship

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

14.2. Transporter's employees shall always be under its direct control or supervision. Any person employed by the Transporter under this Agreement shall at all times remain the employee of the Transporter and shall at no time claim employment benefits of any nature whatsoever from DBPL. DBPL shall not be liable to pay any amount to the employees of Transporter.

15. Environment Protection

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

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

16. Waiver

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

17. Survival

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



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PART V : ANNEXURES

ANNEXURE I - QUANTITY & PRICE BID

Subsidiary	Mine	Grade (e-GCV Band)	One way Distance from Mine to Plant (Km)	Unloading Point	Quantity Offered (MT/Year)	Guaranteed GCV (ARB)	Rate (Rs/MT)
MCL	Kulda	G14 (3101-3400)		DBPL PLANT	6,00,000		
	Garjanbahal	G15 (2801-3100)		DBPL PLANT	6,00,000		
	Basundhara	G13 (3401-3700)		DBPL PLANT	2,00,000		
SECL	Chhal	G12 (3701-4000)		DBPL PLANT	3,00,000		
	Chhal	G15 (2801-3100)		DBPL PLANT	3,00,000		
	Bijari	G15 (2801-3100)		DBPL PLANT	2,00,000		
	Bijari	G7 (5201-5500)		DBPL PLANT	2,00,000		
	Jampali	G15 (2801-3100)		DBPL PLANT	3,00,000		
	Baroud	G14 (3101-3400)		DBPL PLANT	3,00,000		

Note:

- Guaranteed GCV (ARB) shall be as quoted by Service Provider or Third Party -100 as applicable. No deviation shall be entertained on this guaranteed GCV (ARB).
- Base Diesel Rate - To be mentioned by Service Provider



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ANNEXURE II - DECLARATION

We _____ (Service Provider Name) hereby declare that we have thoroughly & carefully studied this tender document and have clearly understood its contents as given below:

Scope of work.

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

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

From: M/s _____ (Service Provider Name)

Company Seal & Signature with date-----

Contact Person: -----

Contact No: -----

Email: -----

Note: Please put your signature with seal on all the pages of our tender documents as your token acceptance.



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ANNEXURE III - DETAILS OF BIDDER SERVICE PROVIDER

Please submit following details along with the tender:

(You can use additional sheet for furnishing full details wherever 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.

Others (Pl. specify)

6. **Locations (other than HO):**

Offices Address:

Warehouses:

7. **Statutory details:**

Bank Approved :

Registration Number :

Registration Year / Valid upto :

Permanent Account No. (PAN) :

GST Registration no. :



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8. Bank Details :

Banker Name: _____
Bank branch: _____
City: _____
Postal Code: _____
State: _____
Bank Account No: _____
IFSC Code : _____

9. Directors / Promoters:

Name	
Age	
Qualification	
Years of Experience in this business	

Name	
Age	
Qualification	
Years of Experience in this business	

10. Staff Strength

Managerial: _____

Supervisory: _____

Indirect / Contracted: _____

11. Material Handling Infrastructure

	Own Fleet No's	Associated Fleet No's (permanent association for at least one year)
Trucks (15 MT)		
Hyva/Tipper		
Multi axle trucks		

Note: Please submit the details of owned fleet in the prescribed format as below;

SI No	Truck Model No	Year of Manufacture	Owner's Name as mentioned on RC	RC No.



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12. Financials:

(Give Figures in Lacs)

	2017-18	2018-19	2019-20
Freight Turnover			
Net Profit			
Net Worth			
Capital Employed			

13. Major Contracts / Clients:

Statement for FY 2016-17, 2017-18 & 2018-19									
Sl No	Company Name	Order Date & Operation Area eg CCL/NCL/SECL/MCL	Ref & Area	Contract Period	Awarded Quantity	Lifted Quantity	Mode (Road/RCR)	Lapsed Quantity	Work Completion Certificate for the volume in MT
1									
2									
3									
4									
5									
Total									
Sum of Lifted quantity shall be deemed as your total volume handled for the FY									

14. Self-Declaration:

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