HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office-C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
An ISO: 9001, ISO: 14001 & OHSAS: 45001 Certified Company
Website: www.hpgcl.org.in E-mail Id: cefuel@hpgcl.org.in
fuelhpgcl@ hpgcl.org.in
Telephone/ Fax No. 0172-5022431/ 5022441

e-NIT No: 45/HPGCL/CE/Fuel-408 Dated: 28.09.2026

e-TENDER DOCUMENTS

For

APPOINTMENT OF COAL AGENT FOR HPGCL FOR THE FOLLOWING WORKS:

- Supervision of loading, weighment of coal at loading points of Coal Companies consigned to PTPS Panipat, DCRTPP Yamuna Nagar and RGTPP Hisar to minimize the loss of coal during transit.
- Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends.
- Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies.
- To render liaisoning services with Coal Companies, Railways, Third Party Sampling Agency (s) and other agencies etc., in connection with dispatches of coal and other activities as per scope of work.

HARYANA POWER GENERATION CORPORATION LIMITED
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ONLINE NOTICE INVITING TENDER

HPGCL intends to appoint a firm to work as a Coal Agent for dispatch of coal from CCL, BCCL, MCL & NCL for its Thermal Power Stations at PTPS Panipat, DCRTPP Yamuna Nagar & RGTPP Hisar.

E-tenders / online bids are invited in two parts by the office of CE/Fuel, HPGCL, Panchkula as per details given below:-

Tender Enquiry No.	**NIT No.45/HPGCL/CE/Fuel-408 dated 28.09.2026**
Description of Work	Appointment of a Coal Agent for HPGCL for the following works: • Supervision of loading, weighment of coal at loading points of Coal Companies consigned to PTPS Panipat, DCRTPP Yamuna Nagar and RGTPP Hisar to minimize the loss of coal during transit. • Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends. • Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies. • To render liaisoning services with Coal Companies, Railways, Third Party Sampling Agency (s) and other agencies etc., in connection with dispatches of coal and other activities as per scope of work.
Start date and time of tender downloading	29.09.2026 at 14:00 Hours
Date & time of Pre-Bid Conference at Urja Bhawan, Sector-6, Panchkula (Hybrid mode)	05.10.2026 at 11:00 Hours through video conferencing https://meet.google.com/pdo-dbpu-frx
Last date & time for submission of tender	26.10.2026 upto 17:00 Hours
Due date & time of opening of Technical Bid / Part-I tender	28.10.2026 at 12:00 Hours
Tender Fee (Non refundable)	Rs 3360/- (including GST)
e-service Fees (Non refundable)	Rs 1180/- (including GST)
Earnest Money Deposit	Rs 50.00 Lakh
Instructions to Bidders for Online Electronic Tendering System	As per Annexure-1 (Page No. 3 to 7)
Instructions to Bidders Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions for the bidders Other Instructions to bidders	As per Annexure-2 (Page No. 8 to 17) As per Annexure-2 (Page No. 9 to 12) As per Annexure-2 (Page No. 13 to 17)
General Information	As per Annexure-3 (Page No. 18 to 19)
Details of Established offices	As per Annexure-4 (Page No. 20 to 21)
Scope of Work	As per Annexure-5 (Page No. 22 to 28)
Definitions/ Remuneration / Penalties / Payments	As per Annexure-6 (Page No. 29 to 41)
General Terms & Conditions	As per Annexure-7 (Page No. 42 to 48)
Statement of Bidders	As per Annexure-8 (Page No. 49)
No Deviations Certificate	As per Annexure-9 (Page No. 50)
Price Bid	As per Annexure-10 (Page No. 51)
General Checklist for Bidders	As per Annexure-11(Page No. 52)
Format of Performance Bank Guarantee	As per Annexure-12 (Page No. 53 to 54)
Format of Contract Agreement	As per Annexure-13 (Page No. 55)
Agreement for Third Party Sampling at Loading Ends	As per Annexure-14 (Page No. 56 to 88)

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-1

INFORMATION REGARDING ONLINE PAYMENT OF TENDER DOCUMENT, E-SERVICE & EMD FEE AND BID SUBMISSION

ANNEXURE-1

E-tendering

Important Note: Bidders who does not have their Contractor ID on HEWP; annot Participate in Tendering Process.

1. **Download of Tender Documents:**

   The bidder can download the tender documents from the e-Procurement portal https://etenders.hry.nic.in.

2. **Pre-requisites for online bidding:**

   In order to bid online on the portal https://etenders.hry.nic.in, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or e-tendering Portal.

3. **Online Viewing of Detailed Notice Inviting Tenders:**

   The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://etenders.hry.nic.in.

4. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD and Submission of Bid Seal (Hash) of online Bids:**

   i. The bidder shall have to pay for the Tender document fee, EMD fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The payment for Tender Document Fee and e-Service Fee can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts/any other authorized mode and payment for EMD can be made online directly through RTGS / NEFT /over the counter/ any other authorized mode on the online portal. For online payments guidelines, homepage of the e-tendering portal https://etenders.hry.nic.in. may be referred.

   ii. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in Part-I. The Price bid shall be submitted online in separate Part-II format i.e. Price bid format.

   iii. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

   iv. The bidders who do not have contractor ID on HEWP cannot participate in the tendering process. Bidder shall have a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal for participation in the tender.

   v. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal.

   vi. Bidders who have contractor ID and are registered on HEWP portal i.e. https://works.haryana.gov in & also have deposited one time deposit fees then they are not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form of the bidding document. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected.

   vii. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP"

5. **Key Dates:**

Bidders can submit their tender documents (online) as per the following key dates:-

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	------	Downloading of Tender Documents, Bid Preparation & Submission	26.09.2026 from 13:00 Hrs	26.10.2026 upto 17:00 Hrs
2	Pre-Bid Conference at Urja Bhawan, Panchkula		05.10.2026 at 11:00 Hours through video conferencing https://meet.google.com/woj-peri-fit	
3	Technical Opening (Part-I)	---	28.10.2026 at 12:00 Hrs	-------
4	Short listing / Qualifying Technical Bids & Opening of Price Bids	---	Will be intimated to the firms through e-mail / letter.	

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence will not appear during tender opening stage.

6. If the tender is cancelled or recalled on any ground, the tender document fee & e-service fee will not be refunded to the bidders. However, EMD shall be refunded.

7. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.

8. The bidder shall ensure that the payment shall be made atleast two day prior to last date of submission of the bid.

9. The bidder can revise his price bid any number of times but only before the last date of submission of bid. All previous quotes are deleted and only the latest price quoted is visible to HPGCL on the date of opening of Price bid.

10. Work offered should be strictly according to the specifications/Scope of Work of NIT. Unless a deviation from the specification is pointed out by the bidder specifically, it will be presumed that offer/tender conforms to the specifications.

11. **Validity of Tender: -** The validity of tender shall be **120 days** from the date of opening of Part-II i.e. 'Price Bid'.

12. Negotiations, if required would be held by competent authority of HPGCL as per Haryana Govt. negotiation policy applicable at the time of negotiations.

13. Rates should be quoted by the bidder online in the Price bid format attached in the tender. No deviation in the terms & conditions of the tender shall be allowed.

14. Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such firms. The bidders shall observe highest standards of ethics during the submission of

tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD/Security deposit is liable to be forfeited.

15. The bidder shall bear all the costs and expenses including bank charges, if any, associated with preparation and submission of his bid and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

17. Preliminary information for bidders:-

a. **Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in). Please visit the website for more details.

b. **Obtaining a Digital Certificate:**

i) The bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

iii) The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

For queries on Tenders of Haryana Engineering Works Portal, kindly Contact as below:

Note:- Bidders are requested to kindly mention the URL of the portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002, Mobile:8826246593
E-mail:- http://support-eproc@nic.in
For any technical related queries please call at 2X7 Help Desk Number
0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787
International Bidders are requested to prefix 91 as country code

Email Support: For any issues or Clarifications relating to the published tenders, Bidders are requested to contact the respective Tender Inviting Authority Technical – http://support-eproc@nic.in

For help manual please refer to the 'Home Page' of the e-Procurement website at https://etenders.hry.nic.in and click on the available link 'Information about DSC'.

iv) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

v) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

vi) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

vii) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

viii) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

ix) For help manual please refer to the 'Home Page' of the Haryana Engineering Works portal (http://works.haryana.gov.in) and E-tender Portal (https://etenders.hry.nic.in).

x) Before submitting the tender, all the instruction may be read carefully regarding submission of tender. If any bidder finds discrepancies or omission in the tender documents of is in doubt as to the true meaning of any part, he shall clarify same from the tender issuing office in writing before the due date of submission of bid/Pre-Bid whichever is earlier.

18. **Pre-Bid Conference:**

18.1 A Pre-Bid Conference is scheduled to be held on 05.10.2026 at 11:00 Hours through hybrid mode. The link for the meeting is https://meet.google.com/woj-peri-fit All prospective bidders are requested to attend the Pre-Bid Conference.

18.2 The purpose of the meeting will be to clarify any issue regarding the bidding documents in general and the technical specifications / Scope of work etc.

18.3 The bidders must submit queries/questions (if any) in writing or by email to reach HPGCL at the address indicated above, atleast one (1) day before the pre-bid meeting. No queries/questions in this regard will be considered thereafter and HPGCL is not obliged to reply any such queries afterwards.

18.4 Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the HPGCL exclusively by issuing clarification / amendment to the bid documents and not through the record notes of the pre-bid meeting.

18.5 No expenses on account of attending the Conference will be paid by HPGCL.

18.6 The prospective Bidder shall depute maximum two authorized persons to take part in pre-bid meeting.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-2

INSTRUCTIONS TO BIDDERS

PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

ANNEXURE-2

PRE QUALIFYING REQUIREMENTS (PQRS) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

Important Note: Bidders who does not have their Contractor ID on HEWP; Cannot Participate in Tendering Process. For detail refer Annexure-1.

A. Against this tender, a single firm (sole bidder) can participate only. Bidders shall not be allowed to participate in tender by forming a Joint Venture/Consortium.

B. The tender documents of only those bidders shall be considered who fulfill the following eligibility criteria and submit documentary evidences in support of the same:-

1. Technical Qualification:

The bidder should have experience of having successfully executed work order in HPGCL/NTPC/ any State Owned Power Generating Company(s)/ any PSU/ any Corporation/ Central Govt./State Govt./Semi Govt. or in any Thermal Power Plant for the work of minimization of transit losses, monitoring of coal quality, liaisioning with coal companies/Ministry of coal & Railways for supply and dispatch of coal including supervision during last seven years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26 & FY 2026-27 (upto July 2026) having minimum order value as under:-

i) Single Order of the value not less than Rs. 26.92 Crore OR

ii) Two Orders of the value not less than Rs. 16.82 Crore each OR

iii) Three Orders of the value not less than Rs. 13.46 Crore each.

Note:

Documentary proofs like copies of work orders / contract agreements should be enclosed with Technical Bid (Part-I) along with satisfactory performance certificate. The performance certificate relating to Work Order against which bidder is claiming eligibility, must be on the letter head of the organization and signed by the authorized signatory of that organization and should also indicate the value of work executed (in terms of Rupees). Experience of providing such services for dispatch of coal by Rail shall only be considered. The experience of washery operators /Road cum Rail mode and work executed on subletting basis shall not be considered for eligibility. The experience of any sister concern shall also not be considered.

2. Financial Qualification:-

Bidder must have Average Annual Turnover in last three consecutive years i.e FY 2023-24, FY 2024-25 & FY 2025-26 not less than **Rs. 33.65 Crore**.

Notes:-

a. Documentary proofs of Annual Turnover i.e. Audited balance sheets should be enclosed with Technical Bid (Part-I).

b. In case where audited results for the financial year are not available, Certification of financial statement of bidder from a practicing Chartered Accountant or provisional balance sheet duly signed by Chartered Accountant shall be submitted. The turnover of any sister concern shall not be considered.

c. Rounding Off: Figures regarding qualifying criteria i.e. experience and turnover, shall not be rounded off to nearest higher figure to make it absolute.

Note:- The bidder should submit authentic supporting documents for proving its credentials against above stipulated qualifying requirement clause of tender. Original documents may be asked for verification at any time before / after finalizing the tender.

C. **EARNEST MONEY DEPOSIT**: The bids in the absence of requisite earnest money deposit i.e. Rs. 50.00 Lac or without valid documentary proof for exemption of earnest money are liable for rejection.

D. **PREFERENCE / CONCESSIONS TO MSME FIRM:-** Preference / concessions to MSME firm shall be given as per instructions / policy of Haryana Government, if any, at the time of opening of bids.

E. **NON BLACKLISTING CERTIFICATE:** The bidder should certify that they have not been blacklisted by any organization presently, however in case at a later stage such certification is found wrong it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and other penal actions shall be taken as per HPGCL regulations.

F. **GST DOCUMENTS & UNDERTAKING:**

All Prospective bidders to submit copy of Registration Certificate under GST Act. The following undertakings (on the letter head of the bidder) to be made part of mandatory documents to be submitted by all bidders: -

i) GST registration is valid as on date.

ii) No default has ever been made by bidder in filing the various GST returns and deposit of GST dues with the department.

iii) Bidders having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the bidder ineligible to participate in tender.

The successful bidder will also submit the following undertakings in addition to above immediately after issue of work order and with submission of each & every bill unless mentioned otherwise: -

iv) Undertakings mentioned at 1.1, 1.2 and 1.3.

v) A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of the contract.

vi) Bidder will submit copies of GSTRI and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact ruppes, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or / and services to HPGCL.

vii) Bidder will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of bidder.

viii) Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non compliance of prescribed obligation under the GST Law on part of the supplier / bidder.

G. **DISQUALIFICATION OF THE BIDDER**:-

Even though the bidders meet the above Qualifying Criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

Not withstanding anything stated above, HPGCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the HPGCL. In this regard the decision of HPGCL will be final.

H. EVALUATION CRITERIA OF BIDS:

Based on the total linkage materialization, a total coal quantity of 106.93 Lac MT has been taken for evaluation of L-1 bidder. Bids shall be evaluated as per the following formula:-

Evaluation Formula = [(Rate ‘P' quoted in Rs/MT x 1,06,93,000 x 1.7) + (Rate ‘R’ quoted in Rs/MT x 8,01,975) + (Rate ‘S’ quoted in Rs/MT x 1,06,93,000) + (Rate ‘Q quoted in Rs/MT x 1,06,93,000)]

Where:

P = Rate (Rs per MT) for Transit loss minimization (Package No.1)

R = Rate (Rs per MT) for Linkage Materialization (Package No. 2)

S = Rate (Rs per MT) for Third Party Sampling work at loading ends for dispatched quantity of coal (Package No. 3)

Q = Rate (Rs per MT) for Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal comapnies (Package No.4).

Note:-

1. The work shall not be awarded in part (s) or package wise, it shall be awarded to single successful bidder only.
2. The bidder shall quote its rate for Package No. 4 as Rs. ‘Q’ per MT. The upper limit of ‘Q’ shall be Rs. 20 per MT. In case a bidder quotes a rate higher than Rs. 20 per MT, the quoted rate shall be capped at Rs. 20 per MT for the purpose of evaluation and determination of the L-1 bidder. Further, under no circumstances, any payment shall be admissible at a rate exceeding Rs. 20.00 per MT irrespective of any rate quoted by the bidder in excess of Rs. 20.00 per MT.

Chief Engineer/Fuel
HPGCL, Panchkula

OTHER INSRUCTIONS TO BIDDERS

OTHER INSTRUCTIONS TO BIDDERS

1. The tender documents can be downloaded from https://etenders.hry.nic.in and also from HPGCL website www.hpgcl.org.in. Bidders are instructed to submit their bids online only on Haryana e-portal website (https://etenders.hry.nic.in). Tender received through Telefax / email or in physical form shall not be considered. Tender documents are not transferable. Not more than one tender for the work will be submitted by any firm. Tenders submitted for part work shall not be entertained.
2. Before submitting tender, the instructions may be read carefully regarding submission of tender. Bidders are requested to adhere to all clauses of the NIT and terms & conditions to facilitate finalization of the contract. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the office of CE/Fuel, HPGCL in writing before the due date of submission of bid/pre-bid conference whichever is earlier. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
3. The offer/ tender should be typed or written in ink. Offer/tender written in pencil shall be ignored. No alterations, omissions, erasers or whitening, additions or rewriting shall be permitted. Changes if any, shall be effected only by cancelation of original writing by striking or rewriting it alongside duly initialed by the person signing the bid. In case there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The price must be quoted in Indian rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
4. Tender shall be submitted online only in prescribed format and shall be considered completely as part of the contract document in case of successful bidder. The bidder will sign each & every page of the tender documents before uploading the same. Work offered should be strictly according to the specifications/scope of work of NIT. Unless a deviation from the specification is pointed out by the bidder specifically, it will be presumed that offer/tender conforms to the specifications.
5. Tender received through fax/email/registered post /courier/speed post/delivered in person shall not be considered. In case the last date of opening of tender is declared as public holiday, the tender shall be opened on the next working day at the same time.
6. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise the tender shall be liable to be rejected.
7. The validity of tender shall be **120 days** from the date of opening of Part-II i.e. 'Price Bid'.
    a. The bidder/tenderer are not allowed to revise their rates during the validity of the price bid already submitted.
    b. Negotiations, if required would be held by competent authority of HPGCL as per Haryana Govt. negotiation policy applicable at the time of negotiations.
8. No deviation on the specifications, terms & conditions of bid, scope of work, remuneration & penalties etc. of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted. Bid of a firm, not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection. No Deviation Certificate must be attached with the bid as per format mentioned at **Annexure-9** of the bid documents. However, in case of deviation of taxes, the same be loaded for comparison purposes.

9. Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claim with requisite documentary evidence.

10. HPGCL requires that Bidders should observe highest standard of ethics during the submission of tender and execution of the contract and that the Bidders / Contractors do not indulge in corrupt or fraudulent practices. In pursuance of this policy, HPGCL

    (a) defines for the purposes of this provision, the terms corrupt practice and fraudulent practice as follows:

        i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

        ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPGCL, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive HPGCL of the benefits of free and open competition.

    (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

    (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a HPGCL contract if it at any time determines that the firm has engaged in corrupt *or fraudulent practices in competing for, or in executing, a HPGCL contract.*

    In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.

11. The bidder shall bear all the costs and expenses including bank charges, if any, associated with preparation and submission of his bid and HPGCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

12. HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason. HPGCL reserves the right to revise or amend the Terms and Conditions of bid documents prior to the date notified for opening of the tenders and also to postpone the date for submission and opening of tender without assigning any reason/s.

13. After opening of Part-I bids, the Tender Evaluation Committee as constituted by HPGCL shall examine the documents / credentials submitted by the bidders against prequalifying requirements / eligibility conditions of tender. Bidders shall be informed about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for eligibility / qualifying criteria are found to be in order by the committee. The decision of Tender Evaluation Committee shall be final and binding on the bidders.

14. **Definitions:**

    ii. The term HPGCL wherever appearing in this tender document would mean Haryana Power Generation Corporation Limited and shall include the persons authorized to place an order under this NIT.

    iii. The term PTPS wherever appearing in this tender document would mean Panipat Thermal Power Station, Panipat.

    iv. The term DCRTPP wherever appearing in this tender document would mean Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar.

v. The term RGTPP wherever appearing in this tender document would mean Rajiv Gandhi Thermal Power Plant, Khedar, Hisar.
vi. The term TPS wherever appearing in this tender document would mean Thermal Power Station.
vii. EMD: Earnest Money Deposit
viii. The term Contracting Agency/Agency/Contractor wherever appearing in this tender document would mean Agency i.e. Sole Bidder on whom order is placed.
ix. 'Bidder' means a firm that has submitted a bid.
x. 'TPSA': Third Party Sampling Agency (s)

15. **Earnest Money Deposit (EMD): -** Amount of EMD of Rs. 50.00 Lac is to be deposited through RTGS/NEFT/any other authorized mode on the online portal as per conditions in the bidding document.
    a) In case of unsuccessful bidder, the earnest money will be refunded only after issuance of work order on the successful bidder(s). In case of successful bidder, the amount of earnest money deposited will be converted into security deposit.
    b) Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.
    c) No interest shall be payable on earnest money deposits (EMD).
    d) If the bidder withdraws his tender / denies the execution of work at any stage during the currency of the bid validity period / contract period, his earnest money / security deposit shall stand forfeited in full.
    e) Every bidder, while submitting tender, shall be required to submit online the Earnest Money Deposit specified in the NIT through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD". The proof of Earnest Money Deposit shall necessarily accompany with online tender, without which the tender shall be rejected forthwith.
16. The following will be exempted from depositing the earnest money: -
    a) Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated /provided for.
    b) Firms borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.
    c) Firms registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract.
    d) Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh for quoting at the respective project / office of HPGCL or Rs. 20.00 lakh for quoting anywhere in the HPGCL, if they quote the registration number given by the respective project / office of HPGCL in their tender papers.
    e) Firms who have contractor ID and are registered on HEWP portal i.e. https://works.haryana.gov in & also have deposited one time deposit fees then they are

not required to deposit any earnest money and are eligible for participation in the tender by annexing bid specific Earnest Money exemption Declaration Form of the bidding document generated from HEWP. Similarly for registered bidders, bid not accompanied by the HEWP's Earnest Money declaration form, shall be rejected. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP" The bidders who have contractor ID and further want to avail exemption from submission of EMD, these bidders should be registered on HEWP without any fail otherwise their bid will be straight forwardly rejected in case of non-submission of EMD against this tender.

17. **General**

a) The bidder shall keep the details of specifications / bid documents as confidential and they shall not be reproduced anywhere without the written authorization of HPGCL.

b) Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification from participation in the tender.

c) The offer of bidder to HPGCL shall be deemed to constitute an agreement between the bidder and HPGCL, whereby each tender shall remain open for acceptance by HPGCL. The bidder shall agree for neither to withdraw his offer nor to impair or derogate the same. If bidder is notified during the period of validity of tender that his tender has been accepted by HPGCL, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by HPGCL shall be a Part of formal contract even if it is signed later by firm and HPGCL or agreement is replaced by HPGCL.

d) Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.

18. **Acceptance of Tender**

It will be the discretion of HPGCL to accept the offer of lowest bidder or negotiate with or cancel the tender or to call the tender afresh without assigning any reason.

19. The detail of contact persons are as under:-

Sh. M.K.Singh, Chief Engineer/Fuel (HQ), email: cefuel@hpgcl.org.in.

Sh. Pawan Bains, Executive Engineer/Fuel (HQ), Mobile: 9814884477.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-3

GENERAL INFORMATION

ANNEXURE-3

1. Present Annual Contracted Quantity (ACQ) of coal for HPGCL is 106.93 Lac MT. HPGCL has signed Fuel Supply Agreements (FSA) with 4 No. linked coal companies i.e. CCL, BCCL, NCL, & MCL.
2. Under the Govt. of India scheme of Flexibility in Utilization of Domestic Coal, HPGCL has signed Supplementary Agreement due to which Annual Contracted Quantity (ACQ) of each coal company has been changed to Annual Aggregated Contracted Quantity (AACQ) for all 3-plants of HPGCL.
3. As per provisions of FSA and Supplementary Agreement, HPGCL shall have the right for inter-plant transfer of coal to its Thermal Power Stations from the linked coal companies.
4. The details of plant wise capacity, coal company wise ACQ, coal grade and connected Railways is as under:

Name of HPGCL Station	Generation Capacity of Station (MW)	Coal Company	Annual Contracted Quantity (ACQ) (Lac MT)	Connected Railway	Nearest Railway Station to Power Plant
PTPS, Panipat	710 (1x210 + 2x250)	CCL	20.60	East Central Railway (ECR) & South Eastern Railway (SER)	Panipat Jn. (Northern Railway)
		BCCL	11.60	East Central Railway (ECR) & South Eastern Railway (SER)	
		NCL	2.15	East Central Railway (ECR)	
		Sub Total	**34.35**		
DCRTPP, Yamuna Nagar	600 (2x300)	CCL	28.00	East Central Railway (ECR) & South Eastern Railway (SER)	Kalanaur (Northern Railway)
		Sub Total	**28.00**		
RGTPP, Hisar	1200 (2x600)	MCL	4.00	South East Central Railway (SECR) & South Eastern Railway (SER)	Barwala (Northern Railway)
		BCCL	7.24	East Central Railway (ECR) & South Eastern Railway (SER)	
		NCL	15.00	East Central Railway (ECR)	
		CCL	18.34	East Central Railway (ECR) & South Eastern Railway (SER)	
		Sub Total	**44.58**		
HPGCL as a whole	**2510**		**106.93**		
Note: Above coal linkages may increase / decrease during pendency of contract.					

5. HPGCL may get washed coal from private washeries. If such an order is materialized in future, it shall have impact on the linked quantity of coal and variation on this account to any extent shall be deducted from the linkage of coal and no remuneration / penalty will be considered on this account.
6. HPGCL at its discretion may increase / decrease scope of work for coal agent keeping in view future linkages / requirements.

Chief Engineer/Fuel,
HPGCL, Panchkula.

ANNEXURE- 4

DETAILS OF ESTABLISHED OFFICES

ANNEXURE-4

DETAILS OF ESTABLISHED OFFICES

A. **ESTABLISHED OFFICES**: Sole Bidders should have at least three established offices at any of the following seven hub centers of coal companies i.e. Ranchi, Dhanbad, Delhi NCR, Kolkata, Bina, Singrauli & Sambalpur, for which the bidder is required to furnish the following documents:

1	The details of all established offices such as addresses, name of personnel, telephone and fax nos., email IDs etc. as per Sr. No. B below.
2	Latest copy of any telephone / electricity bill of each established office during last one year from the date of floating of tender OR Consent letter of Group Companies for use of office space in the name of bidding firm during the currency of contract as a documentary proof for each established office. Other documents like rent receipt / rent deed of office shall not be considered. However, in case bidder fails to submit the same, then an undertaking on NJSP of Rs 15/- shall be submitted by the bidder that they shall establish offices at any 3 no. hub centers out of above mentioned 7 No. hub centers of coal companies within 30 days from the date of issue of Letter of Intent from HPGCL.

The firm which has submitted undertaking on NJSP of Rs 15/- regarding establishing offices at any 3 no. hub centers out of 7 no. hub centers of coal company within 30 days from the date of issue of LOI / Work order whichever is earlier, shall furnish documentary evidence in respect of established offices such as rent deed/agreement, electricity bill, telephone bill or consent letter of Group Companies for use of office space in the name of firm. If the firm fails to submit the same, a penalty of Rs. 1,00,000/- per month per office shall be deducted from monthly bills of firm.

B. The details of all established offices (atleast three offices) such as addresses, names of personnel with designation & their contact no., telephone and fax nos., email IDs etc. in the following format:-

S. No.	Established office (EO)	Address of EO	Names of Personnel Deployed with Designations in EO	Contact Number(s)	Telephone No. / Fax No. / e-mail Ids of EO
1	Sambalpur				
2	Ranchi,				
3	Dhanbad				
4	Delhi NCR				
5	Kolkata				
6.	Singrauli				
7.	Bina				

Signature & Name of Firm with Seal

ANNEXURE-5

Scope of Work

ANNEXURE-5

SCOPE OF WORK

The scope of work of the Coal Agent / firm shall be as under:-

1. To ensure receipt of full quantity of coal as per billed weight in wagons at receiving ends. For this part of the assignment, remuneration / deduction shall be directly linked to the difference between billed weight and actual weight of the coal received at PTPS / DCRTPP / RGTPP end on monthly basis Coal Company wise / Plant wise.
2. (a) To ensure that the weighbridges installed at the loading end at various collieries are calibrated and sealed as per statutory requirement.

   (b) To witness loading and weighment at all the points ensuring that coal wagons are loaded up to the permissible carrying capacity as notified by the Railways from time to time and weighed accurately to the possible extent at the weigh-bridges of Railways / collieries / coalfields and its proper incorporation in the Railway Receipts (RRs).

   (c) In a condition when the wagons are not weighed for any reason, the coal wagons will be loaded upto the stencil line as determined jointly by the coal company, Railways and the coal agent on behalf of HPGCL for specific colliery. The coal agent will sign on behalf of HPGCL, such joint measurement data and will be responsible for the same. In case of any deficiency / discrepancy, he will lodge protest and ensure correct measurement and record.
3. The firm will ensure the deployment of personnel at loading sidings of coal companies for supervision of loading, weighment, sample collection & preparation by Third party sampling Agency (s) /Joint sampling with Coal Company or by any other agency authorized by HPGCL and other related works etc.
4. To supervise the coal loading process, ensuring that coal is properly sized, not above 250x250, free from excessive moisture, lumps, stones, shale, clay, mud and other foreign materials. In the event inferior coal being loaded by the coal companies, the Agent will lodge complaints / protest and will maintain a record for such observations and will arrange for rectification at the earliest. He will keep power stations authorities informed regarding complaints lodged and action taken and resumption of coal supplies after rectification.
5. To provide necessary assistance and transport facility to HPGCL representatives on their visits to the fields with coal companies and railways authorities regarding matters related to supply of coal and to resolve disputes, if any, in this regard.
6. To intimate the power station authorities regularly for the actions taken for achieving desired results under this contract.
7. To provide following information pertaining to coal loading / dispatches / sampling etc. on daily / weekly / monthly basis through email / fax / courier / telephone / whatsapp etc. in the specified formats provided by CE/Plants & CE/Fuel, HPGCL:
   - i. Daily position of rake forecast, offered, allotted, placement, loading, under loading, under movement, pipeline etc.
   - ii. Daily Loading Report alongwith sampling status
   - iii. Loading advice-cum-inspection report within 48 hrs of loading of rake.
   - iv. Diversion Details of rakes if any within 48 hrs.
   - v. Monthly report of Referee sample details.
   - vi. Exception reports to plants in case of any material deviations in the contract such as dispatch of un-sampled rakes, loading of rakes from ungraded coal mine(s) etc.

NOTE: The above information should be supplied in the specified formats to the respective plant authority and Chief Engineer/Fuel office within the given time frame. In case any report(s) is / are not supplied in given time frame or the report(s) is / are found incorrect, then penalty shall be levied on the firm as per **Clause- 2 E (iii) / Annexure-6.**

8. Chief Engineer/PTPS Panipat, Chief Engineer/DCRTPP Yamuna Nagar, Chief Engineer/ RGTPP Hisar and Chief Engineer/Fuel, HPGCL, Panchkula or any other officer on his behalf may also ask the coal agent for furnishing any other information or maintain any other record or to pursue any matter concerned with the supply of coal with CIL & its subsidiaries, Railway etc. and the agent shall not be entitled for any extra payment / compensation / concession for such additional services.
9. The firm shall render general services such as liaison with suppliers (CIL & its subsidiaries), carriers (Railways), Third Party Sampling Agency (s) and other agencies in connection with dispatch / sampling of coal.
10. The firm shall ensure to maximize the materialization of Annual Contracted Quantity (ACQ) of coal against Fuel Supply Agreement (FSA) / MoU, having proper grade, quality and size.
11. The firm shall supervise the loading of coal in wagons in proper quantity in such a way that penalties on account of overloading or idle freight / under loading are minimized, keeping in view that railways revise permissible chargeable weight of wagons from time to time, irrespective of the load capacity of wagons.
12. It will be mandatory on the part of firm to have adequate infrastructure required to prevent pilferage of coal en-route at sensitive locations / sections.
13. The firm shall lodge complaints with Railways / other concerned civil authorities of the area where pilferage / theft of coal is detected under intimation to the respective Chief Engineer/TPS of HPGCL. The firm shall maintain its offices at PTPS Panipat, DCRTPP Yamuna Nagar and RGTPP Hisar in Haryana for liaisoning with Power Station authorities.
14. The firm shall pursue with coal companies at the collieries end, ensuring that the adequate indents of the railway wagons only on full train load basis are submitted by the coal company authorities and also regular allotments are obtained from the railways. The firm shall keep the plant authorities apprised of the dispatches and coal rakes during transit.
15. The firm shall pursue with coal companies ensuring that the crushing and screening arrangement at the collieries are in order. In the event of non working of such arrangements, the firm shall lodge complaint with the concerned authorities of collieries for getting faults rectified under intimation to the Power Station(s).
16. The firm shall ensure that clear railway receipts with details are furnished to coal companies after obtaining from the railways authorities and submit copy thereof to the Power Station(s) in minimum possible time. However, as an immediate measure, the RRs can be faxed / e-mailed to the concerned Power Station(s).
17. The firm shall collect coal bills (in triplicate) along with original RR and wagon wise loading detail from coal companies and submit the same to the respective Power Stations of HPGCL on fortnightly basis and shall also render services in reconciliation of accounts with coal companies. Further, the firm shall also collect/arrange original supersessional RR from concerned Railways and submit to the respective plants of HPGCL on monthly basis. The firm shall also render services in reconciliation of accounts with Railways.
18. The firm will help power stations for the selection of collieries for coal supplies to the plants whenever required and would arrange for transfer of collieries producing inferior quality to the collieries producing requisite quality of coal.
19. a) The firm shall paste labels on both sides of each wagon in the rake containing washed coal supplied from CIL subsidiaries indicating **"WASHED COAL NOT TO BE DIVERTED"** along with the detailed address of the destination as well as other required particulars.

b) Except extreme exigency, the firm shall ensure that no rake of washed coal is diverted to any other destination except within HPGCL Thermal Power Stations because coal quantity dispatched / assigned is specifically as per coal matrix. If need be, the firm may post its guards on the rakes to avoid diversion of washed coal.

20. Monthly indented programme finalized by Chief Engineer / TPS will be given to the Coal Agent. The coal agent will submit indented programme on FOIS/Coal Companies on behalf of HPGCL and get the same sanctioned from Railways. The firm will try to get sanctioned the indented programme from coal companies and railways and would submit a copy of sanctioned programme to the office of SE/Fuel of plants and CE/Fuel. The firm will represent HPGCL at coal loading points during loading of coal.
21. The information regarding offer, allotment, placement, loading & dispatch of rakes plantwise & Coal Company wise shall be submitted on daily basis to CE/Fuel office and SE/Fuel & XEN/Fuel of respective Power Stations. The Coal Agent will also submit monthly statements in this regard to CE/Fuel office and SE/Fuel & XEN/Fuel of respective Power Stations.
22. The firm will maintain well organized offices under the charge of Senior level Executive at Delhi NCR, Calcutta, Ranchi, Dhanbad, Bina, Singrauli, Sambhalpur and other cities / places where the head quarter of the coal companies / railways are located and will also maintain field offices in various coal fields from where the coal is to be supplied to plants in accordance with arrangements made by HPGCL with Coal India Limited / its subsidiary coal companies and railways.
23. HPGCL has made an agreement with Railways for E-Payment system with ECR Patna, SECR Kolkata & CR Nagpur etc. Coal agent will help in reconciliation of freight account with railways.
24. The coal agent shall submit detailed supervision / inspection report for each rake along with the bills.
25. The coal agent shall also intimate the status of weighment (whether done on electronic weighbridge or otherwise or unweighed) at the loading end to the power station through fax / email etc. before the arrival of rake at PTPS / DCRTPP / RGTPP.

26. Weighment at Unloading End.

26.1 Weighment at unloading end shall be done Coal Company wise / Plant wise.

26.2 The weighment as per the in-motion weighbridge with electronic printout (Weighment Report) shall be considered as the weight of coal received at Plants.

26.3 In case the in-motion weighbridge is inoperative or not installed, then the weighment as per the printout from the static weighbridge at the tippling point shall be considered as the weighment of coal.

26.4 In case the in-motion weighbridge as well as static weighbridge is not operational, or the entire rake is not weighed then the weighment shall be considered as below:

a) If a rake is partially weighed at Plant's weighbridge and atleast 25% of total wagons of a rake are weighed, the average weight per wagon will be applied on the remaining wagons for calculating total actual weight of the rake.

b) If a rake is partially weighed at Plant's weighbridge and less than 25% wagons are weighed, the average weight per wagon shall be calculated based on the average of actual weight per wagon of all wagons received during the month from the same colliery and weighed at Plant. In case no rake is received from the same colliery during the month under consideration, the average actual weight per wagon last received during a month from same colliery will be basis of calculating actual weight at Plant.

c) In case of a new colliery if actual weight is beyond measurable under the provision (a) and (b) above, the average weight of complete month for that particular coal company shall be applied for working out the actual weight.

d) In case of new colliery, if actual weight could not be worked out under provision (a), (b) and (c) above, then average weight of complete month of last receipt of that coal company shall be applied for working out the weight.

e) In case of new colliery and Coal Company, if actual weight could not be worked out under provision (a), (b) (c) and (d) above, then average weight of complete month of last receipt from all the coal fields shall be applied for working out the weight.

27. **Weighment at Loading End**

In case if any coal rake is dispatched unweighed, the coal agent will inform the same to SE/Fuel and Xen/Fuel of concerned plant immediately on telephone and by email so that corrective action can be taken.

28. Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends:-

(i) Sampling & Analysis work is to be carried out by Third Party Sampling Agency (s) in terms of Tripartite Agreement signed between Third Party Sampling Agency (s), HPGCL & concerned coal companies. The detailed terms & conditions of agreement are attached as **Annexure-14 .**

(ii) All financial liabilities as per scope of work, terms & conditions of Tripartite Agreement will be handled by HPGCL directly with Third Party Sampling Agency (s) or coal companies. The firm is required to handle the job as per the scope of work prescribed in **Annexure-14**.

(iii) Coal samples will be collected by Third Party Sampling agencies (authorized by HPGCL) from the loaded coal rakes at various sidings of coal companies as per relevant IS 436 (Part-I, Sec.-I) 1964 specification or its latest version / FSA at the time of loading. The firm will supervise / witness (on behalf of HPGCL) the samples collection and preparation work at loading ends. The representative (s) of the firm will put their signature (on behalf of HPGCL) on the sample tags as evidence of the process of sampling and on the samples register to be maintained by Third Party Sampling Agencies at the loading end and submit the proof of witnessing to respective XEN/Fuel of plants.

(iv) The Third Party Sampling Agency (s) shall take the samples at their porta cabin or permanent structure for storage as well as for preparation. The representatives of the firm shall accompany Third Party Sampling Agency (s) representatives during transportation of samples.

(v) The Third Party Sampling Agency (s) shall be responsible for preparation of laboratory samples within two (2) days of sample collection as per relevant BIS. The firm will supervise / witness (on behalf of HPGCL) the sample preparation at the sample preparation site.

(vi) After preparation, final sample in 212 Micron size shall be divided into four equal parts (i.e. each for respective Third Party Sampling Agency (s), coal company, HPGCL & Referee Sample).

(vii) HPGCL part of sealed samples collected / received from Third Party Sampling Agency (s) are to be delivered through courier / speed post or other suitable mode to concerned

XEN/Fuel of respective TPS upto Ten Days from the date of collection of sample by Third Party Sampling Agency (s).

(viii) All arrangement like transportation, courier / speed post etc. are to be made by the firm at its own.

(ix) The firm will send the detail of samples collected from Third Party Sampling Agency (s) to the O/o CE/Fuel & the concerned officers in HPGCL Plants on daily basis through e-mail.

(x) The firm is required to ensure the delivery of samples to concerned XEN/Fuel of TPS upto 10 days from the date of collection of samples at loading ends by Third Party Sampling agencies, however, if more than 10% of collected samples on monthly basis are received late repeatedly in three consecutive months then CE/Fuel (on receipt of intimation from respective XEN/Fuel of TPS) will issue a notice to the firm to improve the performance in the next coming month and if it has not been improved, then HPGCL may contemplate to terminate this package of work and may get the work done under provision of Risk & Cost (**Clause No.6 of Annexure-7**).

(xi) No un-sampled rake should come to HPGCL and hundred percent sampling shall be ensured by the firm. If due to any reasons, un-sampled rake is dispatched for HPGCL, the same should be immediately informed by the Coal Agent to the CE/Fuel office as well as SE/Fuel & Xen/Fuel of respective HPGCL plant through email and will take up the matter with the coal companies and Third Party Sampling Agency (s) / any other agency authorized by HPGCL.

(xii) If Third Party Sampling Agency (s) / any other agency authorized by HPGCL is not working at any siding / colliery of any coal company, then coal agent will inform HPGCL about the same immediately and witness the joint sampling of rakes with coal companies as per FSA and submit the proof of witnessing of joint sampling.

(xiii) If neither Third Party Sampling Agency (s) / any other agency authorized by HPGCL is working at any siding / colliery of a coal company nor coal company is taking samples and a rake is placed at such a siding / colliery for HPGCL, then coal agent will inform HPGCL immediately about the same. In normal course, coal agent will avoid loading of rake from such a siding / colliery in coordination with Railways & Coal Co. However if this situation occurs at the time of extreme shortage of coal in plants, then decision of same shall be taken by the coal agent from CE/Fuel office.

(xiv) If a rake is placed at a new siding / colliery of a coal company, then coal agent will intimate CE/Fuel office and SE/Fuel of plants regarding declared grade and status of sampling i.e. whether sampling is being done by Third Party Sampling Agency (s) or by Coal Co. or none of them. If such situations arise then decision of same shall be taken by coal agent from CE/Fuel office whether to dispatch such a rake for HPGCL or not.

29. <u>Challenging Referee Samples</u>:-

(i) Referee sample shall be retained in double sealed condition duly signed by representative(s) of coal company, respective Third Party Sampling Agency (s) and representative of the firm (on behalf of HPGCL) and kept in safe custody at the loading points in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags /Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24X7 CCTV supervision with online streaming.

(ii) As per terms & conditions of Tripartite Agreement, Power Utility i.e HPGCL may raise disputes, if any, within 07 days of submission of the loading end results provided by Third Party Sampling Agency (s).

(iii) The decision for invoking referee sample will be made by respective SE/Fuel of HPGCL Power Plants.

(iv) The firm shall provide information of having witnessed coding / decoding of referee sample(s) invoked by HPGCL/coal company (s) and depositing the referee samples, if invoked by HPGCL, in the nominated referee labs failing which penalty shall be imposed on the firm **as per Clause- 2 E (v) / Annexure-6.**

(v) The firm on behalf of HPGCL will challenge the analysis results and the referee sample shall be sent to anyone of the designated / approved laboratories by Third Party Sampling Agency (s) on rotational basis.

(vi) The firm should confirm delivery of referee sample (s) invoked by HPGCL to the nominated laboratory in association with Third Party Sampling Agency (s) on monthly basis.

(vii) As per Tripartite Agreement, Third Party Sampling Agency (s) will make necessary arrangements for analysis of referee sample, the cost of which will be borne by the challenging party and the firm will witness transportation and analysis of referee sample. The transportation charges are to be borne by the firm.

(viii) The analysis results are to be sent by Third Party Sampling Agency (s) to the HPGCL / coal company through e-mail.

(ix) The reimbursement of analysis charges of Referee laboratories paid by firm on behalf of HPGCL shall be made on actual basis inclusive of taxes (except TDS), if any, on monthly basis against the documentary evidence i.e. receipt issued by Third Party Sampling Agencies / Referee Lab / any other agency also indicating that amount paid is inclusive of GST along with rate / amount of GST. The amount of TDS deducted from referee labs invoices if any, shall be deposited by HPGCL.

(x) The referee sample shall be preserved for a period of Thirty (30) days from the date of communication of results by Third Party Sampling Agencies. The unchallenged referee samples shall be destroyed after thirty (30) days with proper records maintained by Third Party Sampling Agencies. The representative (s) of the firm will put their signature as witness (on behalf of HPGCL) in the register to be maintained by Third Party Sampling Agencies at the loading end. The firm shall provide information of destroyed referee sample(s) as witnessed by their representative (s) to the concerned XEN/Fuel of TPSs of HPGCL within 7 days.

NOTE: All enabling conditions at loading sidings are to be provided by Coal Company and if any, deficiency is noticed, the firm will lodge the complaint with concerned coal company under intimation to CE/Fuel & respective TPS of HPGCL.

30. HPGCL reserves the right to renegotiate the contract, in case of any significant changes in FSAs during the pendency of contract.
31. HPGCL reserves the right to revise the scope of work in view of Case-4 of the policy notified by the Govt. of India relating to Flexibility in Utilization of coal for reducing the cost of generation of power, under which HPGCL is allowed to spare coal for transfer to HPPC / IPPs for entering into tolling contract.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-6

DEFINITIONS / REMUNERATION / PENALTIES / PAYMENTS

ANNEXURE-6

REMUNERATION / PENALTIES / PAYMENTS

1. Definitions

A) **MSQ:** MSQ means the Monthly Scheduled Quantity of coal as defined in Fuel Supply Agreement (FSA).

B) **Indented Programme:** Indented Programme means Coal Company wise monthly coal requisition for HPGCL plants as conveyed by CE/Fuel office or respective plants in the last week of the month preceding to the month for which requisition has been made to the coal agent for submitting on the FOIS for approval of Coal Companies. It includes revised programme, if any, conveyed by CE/Fuel office or respective plants for regulating the coal supplies during the currency of the month.

C) **Sanctioned Programme:** Sanctioned Programme means Coal Company wise monthly programme of rakes sanctioned by Railways for HPGCL Plants.

D) **Approved Linkage:-** "Approved Linkage" means the Monthly Scheduled Quantity (MSQ) as per FSA, however if:

i) The indented programme is less than MSQ then indented programme shall be treated as Approved Linkage.

ii) The indented programme is more than MSQ then approved linkage shall be treated equal to sanctioned programme or 105% of MSQ whichever is higher.

iii) In case Sub-Group gives recommendations for HPGCL, then approved linkage shall be treated equal to sub-group recommendations. Plant wise approved linkage for a particular Coal company shall be treated equal to the ratio of rakes indented by HPGCL as a whole.

Example: - In case of CCL:-

Plant	MSQ (Rakes)	Indented programme as per Monthly Rail Movement Programme (Rakes)	Sanctioned Rail Movement Programme (Rakes)	Plant wise Percentage with respect to Indented programme (Rakes)	If sub group recommends total 120 rakes in a month from CCL, then approved linkage will be (Rakes)
DCRTPP	68	75	68	41.21% i.e 75/182	50 i.e 120 x 41.21%
RGTPP	50	55	50	30.22% i.e 55/182	36 i.e 120 x 30.22%
PTPS	45	52	45	28.57% i.e 52/182	34 i.e 120 x 28.57%
Total	**163**	**182**	**163**		**120**

Plant wise Approved linkage shall be calculated similarly for NCL, MCL & BCCL.

Note:- If due to any reason, Coal Agent is asked to regulate (reduce / increase) coal supplies to any power station of HPGCL anytime during a month, then the approved linkage for that calendar month will be considered on prorata basis. Increase or decrease of coal supply shall be effective after 4 days from the date of message given by CE/Fuel, HPGCL, Panchkula to Coal Agent.

E) **Billed Weight** = Dispatched weight of coal at loading ends as per RRs. However, if there is any difference between RR weight and coal invoice weight, then higher among them shall be considered.

2. Remuneration / Penalties

There are 03 (three) packages for remuneration / penalties for coal supply and 01 (one) package for remuneration for Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies mentioned below:

A. Package-1: Services for minimization of transit loss for coal supply.

B. Package-2: Services for linkage materialization, supervising loading of coal to avoid imposition of Idle Freight (PUL) and to avoid penalty for overloading (POL)

C. Package-3: Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends.

D. Package-4: Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies

A. Package - 1 (Transit Loss Minimization):

I. The weight of coal received at Power Stations is generally found lesser than the billed weight. The firm shall take all necessary measures to minimize the difference, which is generally described as Transit Loss or shortage en-route or loss of coal during transit.

Coal Company wise average percentage shortage / Transit Loss during the month for each plant (difference between billed weight and actual weight received on monthly basis) will decide the remuneration / deductions and shall be calculated as under:-

Coal Company wise average Percentage shortage / Transit Loss during the month for each plant	=	(Total billed weight of coal after adding quantity of all the rakes received during the month – Total actual weight of coal received after adding quantity of all the rakes received during the month) X 100 -- Total billed weight of coal after adding quantity of all the rakes received during the month

Note:-

a. However, quantity of coal originally consigned to some other plant (other than HPGCL) is received at PTPS/ DCRTPP / RGTPP would not be considered in the total received weight of coal..

b. Coal quantity of unconnected / loose /missing wagons dispatched/received at PTPS, DCRTPP and RGTPP shall not be considered for the purpose of calculating remuneration / penalty of transit losses and shall be excluded from the dispatched/received weight of coal.

c. In case %age of transit losses comes in (-) minus for any Coal Company for a Plant on monthly basis, it will be treated as zero % for calculation of multiplication factor (P) as per **Table-1 at page No.-32**. The calculation shall be based on coal receipt during the calendar month.

d. Actual weight will be as per weighment of coal rakes / wagons at respective power stations **as per Clause -26 / Annexure-5.**

e. The quantity considered for remuneration on account of transit loss minimization would be computed / calculated coal company wise for each plant on monthly basis as under:-

   i. In case, the total actual weight received at plant ends is less than total RR weight, then the quantity considered would be equal to total actual weight received minus quantity of stones of size (+) 250 mm received.

ii. In case, the total actual weight received at plant ends is more than total RR weight, then the quantity considered would be equal to total RR weight minus quantity of stones of size (+) 250 mm received.

f. Deduction / penalty will be worked out on RR weight basis Coal Company wise for a Plant.

g. For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity of such rakes shall be accounted in the previous calendar month.

II. The Bidders are required to quote the rates for Transit Loss minimization in Rs 'P' per MT and

a. Payment for transit loss minimization shall however be made by applying multiplication factor (by multiplying the rates quoted with multiplication factor) mentioned in **Table-1 below** on monthly basis by adjusting the penalty, if any.

b. Multiplication Factor of 'P' for different slabs of transit loss for calculation of remuneration / penalties to be given / recovered from the coal agent would be as under:-

Table-1		
S. No.	**Transit Loss (in %)**	**Multiplication factor of 'P'**
	Remuneration / Incentive	
1	Upto 0.20	1.70
2	Above 0.20 and upto 0.40	1.60
3	Above 0.40 and upto 0.60	1.50
4	Above 0.60 and upto 0.80	1.35
5	Above 0.8 and upto 1.00	1.20
6	Above 1.00 and below 1.20 (Benchmark not included)	1.00
7	**Bench Mark 1.20**	**No remuneration**
	Recoveries / Penalties	
8	Above 1.20 and upto 1.50	0.10
9	Above 1.50 and upto 1.75	0.20
10	Above 1.75 and upto 2.00	0.40
11	Above 2.00 and upto 2.20	0.60
12	Above 2.20 and upto 2.40	0.80
13	Above 2.40 and upto 2.60	1.00
14	Above 2.60 and upto 2.80	1.20
15	Above 2.80 and upto 3.00	1.40
For transit loss above 3.00%, multiplication factor of 'P' will increase by 0.2 for every 0.2% increase in transit loss.		
The calculation of transit losses shall be done upto two decimal places.		
Remuneration/penalty: - Quantity dispatch in a month by coal company x Rate quoted by firm 'P' x Multiplication Factor		

B. <u>Package - 2 (Linkage Materialization):</u>

i. Collieries / sidings supplying coal to HPGCL Plants shall be identified by the Coal Agent in consultation with plant authorities, if necessary, for maximizing the maturity of coal for the contracted quantity.

ii. It should be the endeavor of the Coal Agent to maximize loading & dispatch of preferred coal & desired coal from CCL as per **Clause no. 2 D/Annexure-6** to HPGCL plants.

iii. The materialization shall be considered from the date of loading of rakes as per FOIS. The Coal Agent shall submit a copy of print out / screenshot of FOIS of last day of the month indicating date of loading of rake(s).

iv. The Remuneration / Penalties for materialization of coal shall be calculated in Rs 'R' Per MT (agreed by the firm) from various Coal companies i.e. CCL, NCL & BCCL for PTPS, Panipat, from CCL for DCRTPP, Yamunanagar and from CCL, BCCL, MCL & NCL for RGTPP, Hisar on monthly basis. For coal to be supplied by subsidiaries of Coal India

Limited in reference to the linkage as per FSA, the payment of services as per scope of work shall be regulated in reference to linkage materialization **from linked coal company of HPGCL** as under:-

Table-2

S. No.	Materialization	Remuneration
i.	For dispatched quantity of coal above 90% and upto 95% of the approved linkage in a calendar month.	@ 50% 'R' per MT
ii.	For dispatched quantity of coal above 95% of the approved linkage in a calendar month limited to 100%.	@ 'R' per MT
iii.	For dispatched quantity of coal above 100% of the approved linkage in a calendar month, if requested by HPGCL.	@ 'R' per MT

<u>Note A</u>: Penalty will be charged at the rate Rs. 'R' per MT from the firm for the shortfall quantity dispatched below 90% coal company wise for each plant and above 100% without request of HPGCL.

<u>Note-B:-</u>

a) Quantity for materialization shall be considered on receipt basis only.

b) Un-sampled quantity of coal received without prior consent of HPGCL (in line with **Clause no. 28 (xiii) & (xiv)/Annexure-5**) shall not be counted in total received quantity for calculation of linkage materialization and penalty shall be levied on un-sampled quantity @ 4 x Rs 'R' per MT.

c) Quantity of stones of size (+) 250 mm shall also be reduced from the total received quantity for calculation of linkage materialization.

d) Quantity of coal originally consigned to some other plant (other than HPGCL) is received at PTPS/DCRTPP/RGTPP would not be considered in the total received quantity.

e) Coal quantity of unconnected / loose /missing wagons dispatched/received at PTPS, DCRTPP and RGTPP shall not be considered in the total dispatched/received weight of coal.

f) In case, the total actual weight of coal received at plant ends is more than total billed weight, then the quantity considered would be restricted to total billed weight minus quantity of stones of size (+) 250 mm received.

g) Remuneration shall be payable for excess quantity of coal received above the lower specified limit only.

h) Penalty shall be levied for shortfall quantity of coal received below the specified limit. However in case coal is received without request of HPGCL as specified in table-2 above, then penalty shall be levied on excess quantity of coal received.

i) Remuneration / Penalty shall be calculated coal company wise by respective FSA holder plant of HPGCL.

j) If the Coal Agent is asked to regulate (reduce / increase) coal supplies to any power station viz-a-viz approved linkage anytime during a month, then the approved linkage for that calendar month will be considered on prorata basis. For this purpose written request from the concerned office of Chief Engineer/Fuel, HPGCL, Panchkula would be mandatory.

k) Coal Agent shall supervise the supply of coal as per FSA signed with CCL, BCCL, NCL & MCL. Coal Agent shall ensure supply of coal as per the approved linkage defined above and shall be remunerated / penalized accordingly.

l) For the purpose of linkage materialization, the monthly linkage would be reduced on prorata basis proportionately (duration wise) in case coal supplies are actually stopped on account of non-payment of freight / coal charges or / and slow down directions issued in writing by Chief Engineer/Fuel, HPGCL, Panchkula. Slow down / stoppage of coal supply / resumption of coal supply shall be effective after 4 days of message given by CE/Fuel, HPGCL, Panchkula to Railways / CIL & its subsidiaries.

m) If Coal Agent does not restrict the coal supply as per written message for slow down, then the excess coal quantity if supplied during that period will not be counted towards penalty / remuneration of materialization.

n) For the purpose of calculation of linkage materialization for the period of slow down / non availability of advance Railway freight etc., the prorata quantity will be considered in MT.

o) For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity of such rakes shall be accounted in the previous calendar month.

EXAMPLES FOR CALCULATION OF REMUNERATION / PENALTY IN RESPECT OF ACTUAL MATERIALIZATION OF COAL SUPPLIES FROM COAL COMPANIES:-

a. Case-1:- Remuneration for dispatched quantity of coal above 90% & upto 95% and above 95% & upto 100% i.e for CCL.

For linkage materialization say 94% in one month from any coal company.

Assumptions:

Suppose Rate of Remuneration = Rs R per MT
Approved linkage in a month = 10,000 MT
Quantity dispatched from coal company = 9,400 MT
% Materialization = 94%
Quantity on which remuneration is to be paid = 4% i.e. 10,000 X 4/100 = 400 MT
Remuneration to be paid = Rs R/2 X 400

Calculation for remuneration above 95% @ R will be calculated on similar pattern.

b. Case-2:- Penalties calculation for shortfall quantity below 90% coal company-wise and plant-wise.

Assumptions:

Suppose Rate of Penalty = Rs R per MT
Approved linkage in a month = 10,000 MT
Quantity dispatched from coal company = 8,800 MT
% Materialization = 88%
Shortfall Quantity on which penalty is to be levied=2%i.e.10,000X2/100 = 200 MT
Penalty to be levied = Rs R X 200

Remuneration/Penalties shall be calculated similarly for MCL, BCCL & NCL.

C. <u>Package - 3 Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends:-</u>

The bidders are required to quote the rates in **Rs 'S'** per MT for supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends as under:-

Table-3 for Loading end	
Description of Work	**Remuneration**
Service Charges for supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends for dispatched quantity of coal (as per Railway Receipt) as per scope of work.	@ Rs 'S' per MT

Note:

a) The payment for witnessing of sampling work done by coal company (Joint Sampling), if any, shall be made on submission of documentary proof of witnessing of joint sampling work.

b) The sealed samples collected from Third Party Sampling Agency (s) / Coal Company or any other agency authorized by HPGCL at loading ends are to be delivered through courier or other suitable mode to concerned XEN/Fuel of respective TPS upto ten (10) days from the date of collection of samples by Third Party Sampling Agency (s) / Coal Company or any other agency authorized by HPGCL, otherwise penalties will be imposed as under:-

   i. If the firm deliver the collected samples upto the stipulated period of 10 days - full remuneration as per S rates.

   ii. If sample is received within 11-15 days - 25% penalty of the S rate will be imposed / deducted.

   iii. If sample is received after 15 days - 50% penalty of the S rate will be imposed / deducted.

c) The remuneration / penalty on account of Third Party Sampling work at loading end will be computed rake wise for monthly payment purpose.

d) The payments shall be made on the basis of actual receipt of samples.

D. Package-4 :- Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies:

1. It shall be the responsibility of the firm to ensure the loading of good quality coal, properly sized, free from stones, mud/soil etc. and any other foreign material. The firm shall witness the entire coal sampling process carried out by the Third-Party Sampling Agency (appointed jointly by HPGCL and the Coal Company(s)) at the loading end on behalf of HPGCL. At the unloading end, coal sampling shall be carried out by a separate Third-Party Sampling Agency duly appointed by HPGCL.

   (i) For CCL:- Remuneration shall be applicable to coal agent if the preferred coal & desired coal of CCL are received beyond their respective specified targets and the coal materialization targets are achieved and the difference in Ash Content/GCV between loading & unloading end is maintained at the minimum level as per detail below:-

Coal Co.	**Preferred Coal**	**Eligibility Condition for remuneration**	**Remuneration Rate payable**
1	**2**	**3**	**4**
CCL	G-8 to G-11	(i) Total materialization of CCL is above 80% of the approved linkage, as per Clause No. 2(B)/Annexure-6, in a month AND (ii) Materialization of desired coal is above 70% of the total indented desired coal AND (iii) Total Received quantity of preferred & desired coal is above 60% of the total received quantity in a month AND (iv) Conditions regarding quality of coal given in the 'Note-A' below are fulfilled.	**Rs 'Q' per MT** on total quantity of preferred coal & desired coal received in a month subject to fulfilment of all eligibility conditions for remuneration (as mentioned in Col.-3)

ii) For BCCL, NCL & MCL:- Remuneration shall be applicable to coal agent if the coal materialization targets from BCCL, NCL & MCL are achieved and the difference in Ash Content/GCV between loading & unloading end is maintained at the minimum level as per detail below:-

Coal Co.	**Preferred Coal**	**Eligibility Condition for remuneration**	**Remuneration Rate payable**
1	**2**	**3**	**4**
BCCL, NCL & MCL	Any grade of coal	(i) Total Materialization of BCCL, NCL & MCL is increased above 80% of approved linkage as per clause no. 2 B / Annexure-6 in a month AND (ii) Conditions regarding quality of coal given in the 'Note-A' below are fulfilled.	**Rs 'Q' per MT** on total quantity of coal received in a month subject to fulfilment of all eligibility conditions for remuneration (as mentioned in Col.-3)

'Note-A':-

(I) In the event of any difference in the quality of coal i.e. Ash Content/Gross Calorific Value (GCV) (equilibrated basis) between the loading end and the unloading end results, Remuneration shall be applicable as per following:-

A) **For Non Coking Coal:-**

S. No.	**Difference in GCV (equilibrated basis) of loading and unloading end (Kcal/kg)**	**Remuneration for coal quality (Rs. 'Q' per MT)**
1	0-300 Kcal/Kg	Remuneration @ 100% of rate quoted by firm
2	301- 600 Kcal/Kg	Remuneration @ 75% of rate quoted by firm
3	601-900 Kcal/Kg	Remuneration @ 50% of rate quoted by firm
4	Above 900 Kcal/kg	No remuneration

B) **For Coking Coal (Washery grade coal):-**

S. No.	**Difference in% Ash Content (equilibrated basis) of loading and unloading end (Kcal/kg)**	**Remuneration for coal quality (Rs. 'Q' per MT)**
1	0 - 5%	Remuneration @ 100% of rate quoted by firm
2	Above 5% and up to 8%	Remuneration @ 75% of rate quoted by firm
3	Above 8% and up to 12%	Remuneration @ 50% of rate quoted by firm
4	Above 12%	No remuneration

(II) The difference in GCV/Ash Content (equilibrated basis) shall be calculated on monthly weighted average basis, based on the final analysis result (equilibrated basis) of the loading end and unloading end. For Washery grade coal, calculation shall be done only on Ash content basis only not as per GCV. The final grade of loading end & unloading end shall be considered after referee results if invoked by HPGCL or Coal Company.

(III) The calculation of remuneration shall be done plant wise and coal company wise on monthly basis.

(IV) The quantity considered for remuneration shall be as per total received weight coal company wise for each plant on monthly basis. In case, the total actual weight received at plant end is more than total RR/Billed weight, then the quantity considered for remuneration would be equal to total RR or Billed weight whichever is lower.

(V) For calculation of difference in GCV/Ash content, following methodology shall be adopted: -

A) **At the loading end:**

1) Results of the Third-Party Sampling Agency (appointed jointly by HPGCL and

the Coal Company(s)) shall be applicable.

2) In case Third-Party Sampling is not carried out, results of Joint Sampling shall be applicable.

3) However, if referee sample is invoked by either the Coal Company or HPGCL, the referee results shall be final and binding for such rakes.

4) If neither Third-Party Sampling nor Joint Sampling is conducted, the declared grade (mid value of GCV band/Ash content) shall be applicable.

5) On receipt of testing & analysis report of loading end, the copy of the same will be shared by HPGCL with the firm within 03 working days of receipt.

B) **For the unloading end**

1) Sample collection, preparation & analysis of coal sample at plant ends will be carried out by Third party agency engaged by HPGCL under the supervision of Chief Chemist or associated officers/officials of plants. In cases where Third party agency is not available, in-house sampling conducted by HPGCL shall be applicable.

2) The analysis of coal samples will be carried out in the HPGCL plant laboratory or from any other laboratory outside the HPGCL plants, authorized by HPGCL.

3) The contracting agency may depute its representative (duly authorized from HPGCL) to witness the sample collection, preparation & analysis work of raw coal (IR mode) at unloading end, to be carried out by the Third-party agency appointed by HPGCL or in house sampling conducted by HPGCL.

4) In case, representative of the firm does not join the sampling & analysis procedure, then the firm will accept the analysis result of HPGCL and shall have no objection.

5) One copy of analysis report (signed by Chief Chemist &Third-party agency, if available) shall be provided to the firm by concerned Fuel division of respective Plant on its receipt through email or to representative of the firm in person within 03 working days.

6) The bidder shall quote its rate for Package No. 4 as Rs. 'Q' per MT. The upper limit of 'Q' shall be Rs. 20 per MT. In case a bidder quotes a rate higher than Rs. 20 per MT, the quoted rate shall be capped at Rs. 20 per MT for the purpose of evaluation and determination of the L-1 bidder. Further, under no circumstances, any payment shall be admissible at a rate exceeding Rs. 20.00 per MT irrespective of any rate quoted by the bidder in excess of Rs. 20.00 per MT.

(VI) In case of CCL only, desired Coal means the no. of rakes/quantity of specified grade (s) of coal required by plants other than preferred coal (G-8 to G-11). Desired coal indent shall be given to the Coal Agent along with the monthly indented programme. In case, no indent for Desired Coal is issued to Coal Agent along with the monthly indented programme, then remuneration shall be paid to the firm on account of preferred coal only and quantity of desired coal shall be counted as zero.

(VII) In case, preferred & desired coal received beyond the approved linkage in a month without prior consent of HPGCL then the remuneration shall be paid upto the approved linkage only. The excess quantity of preferred & desired coal shall not be counted for remuneration purpose; however, it will be counted in materialization.

(VIII) Grade shall be considered as per coal bills of Coal Company.

(IX) Un-sampled quantity of coal received without prior consent of HPGCL (in line with Clause no. 28 (xiii) & (xiv)/Annexure-5) shall not be counted in preferred coal as well as desired coal in a calendar month for calculation of remuneration.

(X) Quantity of coal originally consigned to some other plant (other than HPGCL) received at PTPS/ DCRTPP/ RGTPP, would not be considered in the total received weight of coal.

(XI) Coal quantity of unconnected / loose wagons/missing dispatch/received at PTPS, DCRTPP and RGTPP shall not be counted in the preferred coal & desired coal and total dispatch/received weight of coal.

(XII) For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity/quality of such rakes shall be accounted in the previous calendar month.

2. **Incentive for Improved Coal Quality:-** To encourage the receipt of better quality coal, the firm shall be eligible for an incentive on rakes meeting all of the following conditions:

   a) The final coal grade determined at the loading end is a lower coal quality grade than the declared coal grade; and

   b) The final coal grade determined at the unloading end is not a lower coal quality grade than the final coal grade determined at the loading end.

In such cases, the firm shall be entitled to an additional incentive @ 10% of the differential basic price of coal (excluding taxes, duties, freight and other statutory levies), i.e. the difference between the basic price of the declared grade of coal and the basic price corresponding to the final grade determined at the loading end. The final grade of loading end shall be determined after receipt of the referee analysis results wherever applicable. The incentive shall be admissible only on the quantity of qualifying rakes exceeding 10% of the total quantity of rakes dispatched during the month. The incentive shall be paid on a monthly basis coal company-wise and plant-wise after receipt of the relevant credit note (s). The computation of the incentive shall be carried out on an equilibrated basis of GCV/Ash content for each rake. For the purpose of incentive calculation, the quantity of each qualifying rake shall be considered separately and the incentive amount shall be calculated on the actual quantity of coal dispatched in such rake.

Illustration:

If the declared coal grade is G-9 and after sampling at the loading end, the final grade is determined as G-10 (after referee analysis, wherever applicable) and the grade determined at the unloading end is G-10, G-9, G-8 etc., the rake shall qualify for the incentive since the unloading-end coal grade is not lower than the final loading-end coal grade.

Further, if a Firm dispatches 100 rakes during a month and 25 rakes satisfy the above eligibility criteria, the incentive shall be payable only on 15 qualifying rakes, being the number of qualifying rakes in excess of 10% of the total rakes dispatched during the month:

Qualifying rakes eligible for incentive = 25 − (10% × 100) = 15 rakes.

E. OTHER PENALTIES

Penalties shall be levied on the firm due to lack of services on following accounts also:

i) Penal freight due to overloading and other punitive charges:

The firm shall ensure that wagons are not loaded beyond the permissible carrying capacity prescribed by the Railways so as to avoid levy of any penalty (s) imposed by Railway. However, if any penalties (such as ENHC, PCLA, POL, POLA, DCLA, FAUC, OTC, etc.) are levied by the Railways for any reason whatsoever (indicated in the Railway Receipt except base freight & taxes), the same shall be shared between the firm and HPGCL in the ratio of 25:75 respectively, irrespective of any subsequent waiver, refund, adjustment or credit note issued by the Coal Company to the HPGCL in this regard.The penalty on this account shall be levied on the amount calculated after deducting basic freight of additional quantity of coal received by HPGCL.

ii) Wagon load dispatches:

The firm shall ensure that coal is dispatched to HPGCL on full rake load basis. In case HPGCL has to pay the freight for coal dispatches on wagon load basis, then the additional freight accrued to HPGCL because of difference between wagon load freight paid and rake load freight payable shall be recovered from the firm.

iii) Late receipt of dispatch particulars:

The firm shall send the required data information in the specified formats as per **Clause-7/Annexure-5** to the respective plant authorities and Chief Engineer/Fuel office within the specified period. In case any report(s) is / are not supplied in given time frame or the report(s) is / are found incorrect, then penalty shall be levied @ Rs 300/- per report.

iv) Penalty on account of Underloading / Idle freight:

Penalty @ 25% of the Net Idle Freight / Underloading charges borne by HPGCL shall be levied on the firm. For this purpose, Net Idle Freight / Underloading charges borne by HPGCL shall be calculated as:-

Underloading amount calculated as per RR (qty for which freight paid minus actual weight) minus Underloading benefit passed in coal bill.

However, if net idle freight / underloading charges borne by HPGCL works out to be negative at any stage, then no credit on this account shall be passed on to the firm.

v) Penalty on Account of non supply of information regarding referee sample:- The firm shall provide information of having witnessed coding / decoding of referee sample(s) invoked by HPGCL **as per Clause-29 (iv) / Annexure-5** and depositing the referee samples in the nominated referee labs. In case of failure, penalty shall be levied on the coal agent @ Rs 500/- per referee sample.

vi) If the firm has submitted undertaking on NJSP of Rs 15/- regarding establishing offices at any 3 no. hub centers out of 7 no. hub centers of coal company within 30 days from the date of issue of LOI / Work order whichever is earlier, then firm shall furnish documentary evidence in respect of established offices such as rent deed/agreement, electricity bill, telephone bill or consent letter of Group Companies for use of office space in the name of firm. If the firm fails to submit the same, a penalty of Rs. 1,00,000/- per month per office shall be deducted from their monthly bills.

vii) If a rake consigned to any plant of HPGCL is diverted to any other plant of HPGCL as per the directions of HPGCL, then penalty on account of diversion of rakes imposed by Railways, if any, shall be borne by HPGCL.

3. PAYMENT

i) In case some quantity of coal of a coal company is diverted / sanctioned to/for any other plant of HPGCL, then calculation of remuneration / penalties of coal agent shall be done by the respective FSA holder plant of HPGCL.

ii) The firm shall submit monthly bills in triplicate Plant wise as per prescribed format indicating Remuneration and Penalty separately immediately after completion of the preceding month but not later than 21 days of the following month alongwith following documents (duly sign & stamp) to the respective XEN / Fuel of Plants:-

A. Invoice.
B. Calculation sheet of Remuneration/Penalty for Transit loss.
C. Calculation sheet of Remuneration/Penalty for Materialization alongwith screenshot of FOIS of last day of month.
D. Calculation sheet of Remuneration/Penalty for Sampling at Loading ends alongwith proof of witnessing of third party sampling collection & preparation work/Joint sampling and coding & decoding of referee samples.
E. Calculation sheet of Remuneration for Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies.
F. Calculation sheet of Penalty for Overloading.
G. Calculation sheet of Penalty for Underloading.
H. Calculation sheet of other Penalty like wagon load dispatch, Late receipt of dispatch particular, Non supply of information regarding referee samples etc., if any.
I. Documentary proof of witnessing joint sampling by Coal Company.
J. Documentary evidence in respect of established offices at any 3 no. hub centers out of 9 no. hub centers of coal company alongwith first bill be submitted to CE/Fuel office.
K. The bills should be submitted along with the required BG. In case, firm could not submit BG alongwith the bills, same can be submitted to the office of CE/Fuel before payment..
L. Any other documents required by the office of SE/Fuel of TPS & CE/Fuel.

iii) Bills received at Power Stations will be verified after deduction of penalties by concerned Xen/Fuel of plant and the same will be pre audited by Account Section of respective plants. Each and every page of bill will be signed by respective Xen/Fuel and Sr. Account officer/Account Officer. The bills duly verified & pre audited will be sent by respective CE/Plants to CE/Fuel, HPGCL, Panchkula within 20 days of receipt of bill from the firm duly completed and accompanied with all relevant documents.

iv) Verified and pre-audited bills received from all the three plants will be compiled by the office of CE/Fuel and a consolidated statement for HPGCL as a whole shall be prepared. The verified and approved consolidated statement along with bills will be sent to the office of Chief Accounts Officer, HPGCL, Panchkula for pre-audit and payment within seven (07) days from the date of receipt of bills along with BG.

v) The payment shall be made online by the office of Chief Accounts Officer, HPGCL, Panchkula in the firm's account (as per the bank details received from the office of CE/Fuel) within 7-days. At any point, if total payments (including taxes) payable to the firm (including payments already made) against the contract exceed the amount of

Security deposit plus BGs (excluding PBG of Rs 2.0 Crore) available with HPGCL, then firm shall submit Bank Guarantee for excess amount to release its further payment. These Bank Guarantees (including PBG of Rs 2.0 Crore) shall remain in force beyond four months after the completion of contract period. These Bank Guarantees (including PBG of Rs 2.0 Crore) shall be released after four months of completion of contract, reconciliation of accounts between firm & HPGCL and settlement of disputes (if any) under this work order whichever is later, to the entire satisfaction of HPGCL.

vi) In addition, security deposit @ 10% of gross payable amount (including GST) shall be deducted from the running bills of the firm during the contract period. The Security deposit of the firm, unless or otherwise specifically mentioned, shall be released after four months of completion of contract, settlement of disputes (if any) under this work order, reconciliation of accounts between HPGCL & firm whichever is later, to the entire satisfaction of the HPGCL.

vii) If total deduction in any month exceeds remuneration, such a difference will be carried forward and recovered from future bills / any pending payments of the firm or otherwise from his pending payments available with PTPS / DCRTPP / RGTPP.

viii) HPGCL shall have the right to adjust the penalty of one power station from the remuneration due at other power station in case the penalty exceeds the remuneration of any of Thermal Power Station.

ix) In case the net penalty on account of various provisions as in this contract exceeds in any month for HPGCL as a whole, the recovery of penalty (including GST as applicable) shall be done from the bills of next month, securities, Bank Guarantees and Performance Bank Guarantee.

x) If the contract is not terminated due to unsatisfactory performance of firm as per **Clause No.-31 of Annexure-7,** then at the end of contract including extended period of contract, total penalties for HPGCL as a whole will not exceed total remunerations for HPGCL as a whole. In such a scenario, HPGCL shall not recover the excess penalty (total penalty - total remuneration) from the firm.

xi) However, due to unavoidable circumstances, if the payment is not made within 30 days, no interest shall be payable for such delays.

xii) The firm shall furnish relevant documents along with the bills. In absence of any document if the payment is delayed, HPGCL shall not be responsible for such delays.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-7

GENERAL TERMS & CONDITIONS OF CONTRACT

ANNEXURE-7

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Contract Agreement.

a) The contractor shall execute a contract agreement (in two copies in the prescribed form to be obtained from the order placing authority) on non-judicial stamp paper of Rs 100/- or as per stamp duty applicable in State of Haryana within 7 days of receipt of work order. Such agreement shall be executed and signed by the competent authority of the firm on each page thereof. The original agreement shall be executed on stamp paper. The second copy may be executed on simple paper. Second copy of the executed agreement duly signed by the order placing authority shall be sent to the Contracting Agency / firm for his reference.

b) The contract documents shall include the following:

i. Contract Agreement (Format attached as **ANNEXURE-13**)

ii. NIT/Tender documents.

iii. Pre-bid clarification issued by HPGCL, if any.

iv. Quotation of the bidder.

v. Letter(s) submitted by firm after negotiations with SPC / WTDs / ULHPPC, if any.

vi. Letter of Award and Work Order.

c) The charges in respect of execution of the contract agreement shall be borne by the firm.

d) The order placed under these specifications shall be governed by terms and conditions as incorporated in this section of the specifications and also as given in the work order and its any annexure(s). The terms and conditions specified in this section, if differ from the terms as indicated in the work order and its annexure(s), the later shall prevail. The contract shall for all purposes be governed according to the laws of India and subject to jurisdiction of Haryana Courts only.

2. Rate/Contract Price

Rate quoted by the bidder (as per Price bid) or agreed price after negotiations shall be firm during the currency period of the contact.

3. Security Deposit

a) With a view to assure the faithful execution of contract, the Earnest Money Deposit of Rs. 50.00 Lac already submitted by successful bidder shall be converted in the Security Deposit. In addition, security deposit @ 10% shall be deducted from the running bills of the firm during the contract period.

b) Successful bidder exempted from submission of EMD shall be required to deposit ₹50.00 lakh as Security Deposit in addition to PBG before award of contract.

c) Security deposit of the firm, unless or otherwise specifically mentioned, shall be released after 4 months of completion of the contract or settlement of disputes under this work order or reconciliation of accounts with the firm, whichever is later, to the entire satisfaction of the HPGCL.

d) No interest shall be payable to the firm on Security Deposit and Earnest Money Deposit (EMD).

e) If the firm fails/refuse or neglect to observe or perform any of its obligation under the contract, it will be lawful for HPGCL to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the firm irrespective of the fact that HPGCL sustains any loss on account of such default or not.

f) In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of HPGCL on the supplier / firm for any damages or for any loss sustained by HPGCL on account of such breach.

g) In case of evidence of cartel formation by the bidder(s), EMD/Security deposit is liable to be forfeited.

h) The forfeiture of EMD/Security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under payment or over payment made to the firm under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

4. <u>Mode of Payment/Documents regarding Payment to the Contractor:</u>

The payment shall be made to the firm as mentioned in the **Annexure-6** i.e. Definitions/ Remuneration / Penalties / Payments.

5. Contract Period & Commencement of Work

A) **Contract Period**

The period of contract shall be for a period of two years from the date of issue of Letter of Award (LoA) / Work Order (whichever is earlier) extendable at the discretion of HPGCL for a further period of three months on the same rates, terms and conditions, which shall depend upon the performance of the firm. This clause will however be read with **Clause No. 28 and 31 below**.

B) **Commencement of Work**

The work shall commence within 7-days from the date of issue of Letter of Award / Work Order if discovered rates are lower than existing ongoing work order rates. In case discovered rates are higher, work will commence from 18.04.2027 after completion of one year extension period of the ongoing work order.

6. Risk and Cost

In case the contractor fails to fulfill the contractual obligations, the full / part scope of work covered under this work order shall be got done from some other agency (ies) at the risk and cost of the contractor. It shall be prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

7. Penalties

Time and quality are the essence of contract. The contractor shall ensure timely completion of the job within stipulated completion period otherwise penalties shall be imposed as mentioned in the **Annexure-5** i.e. Scope of Work and **Annexure-6** i.e. Definitions/ Remuneration / Penalties / Payments.

8. <u>Performance Bank Guarantee (PBG)</u>

Firm shall furnish a Performance Bank Guarantee to HPGCL on prescribed format of HPGCL for an amount of Rs 2.00 crores (Two crores) from any of the Scheduled Nationalized Banks / Scheduled Public Sector Banks / Scheduled Foreign Banks in India acceptable to HPGCL along with Bank Guarantee of Rs 3.00 Crore (Three crores). The Bank Guarantee of Rs 3.00 crores shall be adjusted against running payments of the firm. However, at any point, if total payments (including taxes) payable to the firm (including payments already made) against the contract exceed the amount of Security deposit plus BGs (excluding PBG) available with HPGCL, then firm shall submit Bank Guarantee for excess amount to release its further payment. All Bank Guarantees and Performance Bank Guarantee shall remain in force beyond four months after the completion of contract period. These Bank Guarantees (including PBG) shall be released after four months of completion of contract, reconciliation of accounts between firm & HPGCL and settlement of disputes (if any) under this work order whichever is later, to the entire satisfaction of HPGCL. The Performance Bank Guarantee and other Bank Guarantees furnished by firm shall be irrevocable, non-transferable & unconditional and HPGCL shall have the right to invoke it notwithstanding any dispute or difference between firm and HPGCL pending before any court tribunal, arbitrator or any other authority. (**Format attached as Annexure-12**).

9. Force Majeure

The delay in the completion of the work may be treated as force majeure to the contractor only if :-

a) The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Look-outs, Freight embargoes, War-risk Riot and Civil Commotion and

b) The decision of HPGCL in all matters under this clause shall be final and binding on the firm.

10. Labour Laws

The firm will abide by all labour laws/Acts, EPF, ESI, Safety rules and regulations or any other law enforced by statutory authorities framed / amended from time to time for the staff deputed at collieries/loading points of coal companies/ unloading points of Plant end.

11. Over run charges

No over run charges shall be paid in the event of the completion period being extended for any reason.

12. Watch and ward

The watch and ward of T&P and other material will be the responsibility of the contractor.

13. Facilities to be arranged by contractor

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisor/staff engaged by him for the job.

14. Statutory deductions

Statutory deductions on account of Income Tax, Works Tax and Sale tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

15. Deleted

16. Laws governing contracts

All contracts shall be governed by laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which Letter of Award of tender/Work order has been issued.

17. Jurisdiction of Courts

The court of the place from where the Letter of Award of tender/Work order has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

18. Set-off

Any sum of money due and payable to the contractor under the contract (including Security Deposit returnable to the contractor) may be appropriated by HPGCL and Set-off against any claim of the Corporation for the payment of sum of money arising out of under that or any other contract entered into by the contractor with HPGCL.

19. Subletting:

Subletting of work will not be allowed.

20. Acknowledgement of the LOA/Work order:

The acknowledgement of the LOA / Work Order shall be conveyed to the order placing authority immediately upon the issue of LOA / Work Order.

21. Change of name of Bidder/Firm

At any stage after tendering, the order placing authority, shall deal with bidder / firm only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for the execution of the contract shall be that of firm. Under no circumstances the firm shall be relieved of any obligations under the contract. The order placing authority may however at its discretion deal with the firm / representatives and such dealing shall not absolve the firm from his responsibilities / obligations / liabilities with the HPGCL under the contract. Any change / alteration of name / constitution / organization of the firm shall be duly notified to the order placing authority and the order placing authority reserves the right to determine the contract in case of such notification.

22. Liabilities for Damages

a. If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, the agency shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.
b. If due to agency's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL /Coal Companies or Railways property or to personnel's occurs, the same will be recovered from the running bills of the agency and / or from agency's security deposit/PBG.

23. Withholding of Payment

HPGCL may withhold the whole or part of any payment for work executed by the agency which in the opinion of the order placing authority is necessary to protect HPGCL from loss on account of: -

a) Services not rendered as per the scope of work
b) Damage to HPGCL or others property.
c) Penalties if imposed on account of statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of HPGCL.

24. Obligation of Firm

a. The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by Chief Engineer of respective Power Plants.
b. The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.

25. Power to Vary or Omit any item of work

No alteration / amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the firm except as directed in writing by Chief Engineer / Fuel, HPGCL, Panchkula. HPGCL will have full powers subject to the provision hereinafter contained from time to time during the execution of contract by notice in writing to instruct the firm to make such variations without prejudice to the contract and the firm shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the firm, if carried out prevent them from fulfilling any of their obligation under the contract, the firm shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority confirms their instructions, the firms' obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the work order. But HPGCL shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

26. Negligence

If the firm shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the Chief Engineer/Fuel HPGCL Panchkula, Chief Engineer/PTPS Panipat, Chief Engineer/DCRTPP Yamunanagar, Chief Engineer/RGTPP Hisar in connection with this contract or shall contravene the provisions of this contract, the Chief Engineer/Fuel shall be at liberty to take the work wholly or in part out of the firm's to re-contract to any other firm at the risk and cost of the original firm who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for the Chief Engineer Fuel to retain any balance amount which may otherwise become due to the firm on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the contactor or if the amount due is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the HPGCL to recover the whole or the balance of the amount from the firm by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to HPGCL under other clauses of the contract.

27. Bankruptcy

If firm shall commit any act of bankruptcy or being a corporation commences to be, wound up except for re-construction purposes or carry on its business under a receiver the executors, successors, or other representative in law of the estate of the firm or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to Chief Engineer/Fuel and shall for one month take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the firm providing such guarantee as may be required by Power Stations but not exceeding the value of work. In the event of stoppage of work, the period for the option under this clause shall be 14 days only, provided that the above option not be exercised, the contract may be determined by Chief Engineer / Fuel by notice in writing to the firm and the same power and provisions reserved to Chief Engineer / Fuel on the last proceeding clauses of taking the work out of the firm's hands shall immediately become operative.

28. Short close/Termination of Contract

HPGCL reserves the right to terminate the contract in full or part thereof at its sole discretion without assigning any reason by giving notice to the agency. HPGCL also reserves the right to short close the contract without assigning any reason after giving a notice of 1 month to the agency for which no compensation shall be paid.

29. All correspondence pertaining to any clarification required on the terms and conditions, contract documents, scope of work, etc. shall be addressed to Chief Engineer/Fuel, HPGCL, Panchkula.

30. HPGCL shall provide suitable accommodation facilities to the personnel of firm at Field Hostel / Plant Colony / Guest House in all three Power Stations of HPGCL on chargeable basis, subject to availability.

31. The failure to act / perform duties according to the scope of work shall be considered as non performance of duty and may tantamount to breach of contract. In case penalties exceed remuneration for HPGCL as a whole in consecutive six months, then performance of coal agent shall be considered as unsatisfactory and HPGCL shall reserve the right to initiate action as per **clause No. 28 (Termination of contract) of Annexure-7** and to forfeit the security deposit, Bank Guarantees (if any), PBG and any other pending payments.

32. The terms & conditions not specified in the tender, shall be governed by "HPGCL Works & Purchase Regulations 2015 & its amendments" which are available on the HPGCL website i.e. www.hpgcl.org.in.

33. Any significant changes or amendments in the Fuel Supply Agreements (FSAs) during the tenure of the contract shall not affect the calculation of remunerations/penalties which shall be determined solely on the basis of the FSA(s) in force on the date of issuance of the tender/corrigendum (if any) whichever is later.

Chief Engineer/Fuel
HPGCL, Panchkula

ANNEXURE-8

STATEMENTS OF BIDDERS

1. Name of Bidder ______________________________
2. Address of Head Office ______________________________
3. Correspondence Address ______________________________

   ____
4. Place of Business with Address ______________________________
5. Legal Status ______________________________
6. PAN, TIN & GST Number of the Bidder (attached self attested photocopies)

   PAN ____________________ TIN ______________________

   GST No. ______________________.
7. Bank Details (attached signed cancelled cheque)
   - i) Bank Name & Address
   - ii) Bank Account Number
   - iii) Bank Branch Code
   - iv) IFSC Code of Branch
   - v) Nature of account (current/saving/OD/CC)
8. Main lines of Business
   - i. __________________________ since_____________
   - ii. __________________________ since_____________
   - iii. __________________________ since_____________
9. Annual Turnover of past 3 years
   - i. __________________________
   - ii. __________________________
   - iii. __________________________
   - iv. ________________________________
10. Past Experience: -

Name of Organization	Period	Reference of Contract	Quantity lifted/handled/dispatched contract wise as per scope of work

11. Bidder shall have a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal. Interested bidders should upload the following documents at the time of bidding along with HEWP registration certificate:

    A. Copy of valid HEWP Registration certificate/ contractor's id
    B. Copy of PAN Card
    C. Copy of GST Certificate
    D. Cancelled Cheque/Proof of bank account
    E. Proof of Address

12. Any other

Signature & Stamp of Bidder

ANNEXURE-9

CERTIFICATE REGARDING NO DEVIATIONS

(On letter head of the Bidder)

Ref: e-Tender No………………………. **dated**

To

Chief Engineer/Fuel,
HPGCL, Sector-6,
Panchkula, Haryana

Subject: **e-Tender for appointment of coal agent for HPGCL**.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your e-TENDER No. ______________________ dated_________ and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire work shall be performed as per the terms of the above bid documents.

Date :

Signature of Authorized Person
(Name & Designation)
Officia Seal/Stamp

ANNEXURE-10

PRICE BID (Part-II)

The bidders would be required to quote rates P, R, S & Q for all the packages only in the Price Bid on the portal https://etenders.hry.nic.in as detailed below:

Package No. 1 (Transit Loss Minimization):

Rate 'P' in Rs per MT for Service charges for transit loss minimization	Rs... per MT

Package No. 2 (Linkage materialization):

Rate 'R' in Rs per MT for materialization of coal as per **Table No. 2 of Annexure-6** Coal Company wise and Plant wise for coal supplies from linked coal companies	Rs…per MT

Package No.3 Supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends:-

Rate 'S' per MT for service Charges for supervision / witnessing of sample collection & preparation work done by Third Party Sampling Agency (s) / Coal Company or any other agency authorized by HPGCL at loading ends for dispatched quantity of coal (as per Railway Receipt) as per scope of work.	Rs… per MT

Package No. 4 (Monitoring of Coal Quality along with Supply of Preferred Coal to HPGCL Plants from linked coal companies):

Rate 'Q' in Rs per MT for Monitoring of Coal Quality along with Supply of Preferred Coal to HPGCL Plants from linked cola companies	Rs... per MT

GST (Present Rate) = ……%

Note: - If bidder does not quote the present rate of GST, it will be assumed that the rates quoted by bidder for all packages are inclusive of GST and no GST will be payable extra.

EVALUATION CRITERIA:

Based on the total linkage materialization, a total coal quantity of 106.93 Lac MT has been taken for evaluation of L-1 bidder. Bids shall be evaluated as per the following formula:-

Evaluation Formula = [(Rate 'P' quoted in Rs/MT x 1,06,93,000 x 1.7) + (Rate 'R' quoted in Rs/MT x 8,01,975) + (Rate 'S' quoted in Rs/MT x 1,06,93,000) + (Rate 'Q quoted in Rs/MT x 1,06,93,000)]

Where:

P = Rate (Rs per MT) for Transit loss minimization (Package No.1)

R = Rate (Rs per MT) for Linkage Materialization (Package No. 2)

S = Rate (Rs per MT) for Third Party Sampling work at loading ends for dispatched quantity of coal (Package No. 3a)

Q = Rate (Rs per MT) for Monitoring of Coal Quality and Supply of Preferred Coal to HPGCL Plants from linked coal companies (Package No.4).

NOTE:

i) Rates should be quoted / filled by the Bidders online only on the portal of e- procurement of Haryana Govt. in the Price Bid.
ii) Rates should not be quoted on this format or anywhere else in Part-I bid.
iii) The work shall not be awarded in part (s) or package wise, it shall be awarded to single successful bidder only.
iv) The bidder shall quote its rate for Package No. 4 as Rs. 'Q' per MT. The upper limit of 'Q' shall be Rs. 20 per MT. In case a bidder quotes a rate higher than Rs. 20 per MT, the quoted rate shall be capped at Rs. 20 per MT for the purpose of evaluation and determination of the L-1 bidder. Further, under no circumstances, any payment shall be admissible at a rate exceeding Rs. 20.00 per MT irrespective of any rate quoted by the bidder in excess of Rs. 20.00 per MT.

Annexure-11

General Checklist for Bidders

S. No.	Documents Attached / Uploaded	Yes / No (To be filled by firm)
Bidder shall have a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal.		
1	Copy of valid HEWP Registration certificate/contractor's id	
2	Cost of Tender Fee (Rs 3360/-)	
3	Earnest Money Deposit (Rs. 50.00 Lac) or requisite valid exemption certificate	
3	b) Work Order Copies as per PQR criteria (Annexure-2)	
4	c) Satisfactory performance certificate(s) relating to Work Order(s) against which bidder is claiming eligibility as per PQR criteria (**Annexure-2**)	
	d) Audited balance sheets having Minimum Average Annual Turnover of not less than **Rs. 33.65 Crore** in last 3 financial years FY 2023-24, FY 2024-25 & FY 2025-26.	
5	Non-Blacklisting certificate strictly as per wording of Tender that our firm M/s….. has not been blacklisted by any organization presently. In case at a later stage such certification is found wrong it will lead to misrepresentation of the facts and our firm shall be treated as blacklisted on this ground and other penal actions shall be taken as per HPGCL rule & regulations	
6	Undertaking on the letter head of bidder regarding GST provisions as per **Annexure-2**.	
5	Duly signed & stamped copy of tender documents uploaded.	
6	Details of atleast 3 No. Established offices or Undertaking on NJSP of Rs.15 as per **Annexure-4.**	
7	No Deviation Certificate as per **Annexure-9.**	
8	List of works being executed with HPGCL, if any, at present.	
9	Statement of Bidders **as per Annexure- 8**	
10	**A.** Copy of PAN Card **B.** Copy of GST Certificate **C.** Cancelled Cheque/Proof of bank account **D.** Proof of Address	

NOTE: The above is only an illustrative checklist and HPGCL may ask for any other document, as and when required.

Signature & Name of Firm with Seal

ANNEXURE-12

PBG FORMAT

Sr. Accounts Officer, HPGCL
C-7, Urja Bhawan, Sector-6, Panchkula, Haryana

Dear Sir,
In consideration of the Haryana Power Generation Corporation Limited (HPGCL) (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …………………………………….. With its registered office at …………………………………. (hereinafter referred to as the 'Coal Agent' which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent No………… dated …….. and the same having been unequivocally accepted by the Coal Agent, resulting into a Contract bearing No…………………dated ………………… valued at Rs. …… (Rupees…….) for Package No.1, Rs. …… (Rupees…….) for Package No. 2, Rs. …… (Rupees…….) for Package No. 3 and Rs. …… (Rupees…….) for Package No. 4 for appointment of Coal Agent for supervision of loading, weighment of coal at loading points consigned to PTPS Panipat, DCRTPP Yamunanagar and RGTPP Hisar to minimize the loss of coal during transit, Supervision / witnessing of sample collection & preparation work by Third Party Sampling Agency (s) / Coal Company or by any other agency authorized by HPGCL at loading ends and Monitoring of Coal Quality alongwith Supply of Preferred Coal to HPGCL Plants from linked coal companies and also to render liaisoning services with Coal Companies, Railways and other agencies etc., in connection with dispatches of coal and other activities as per scope of work against NIT No. ……………dated …… (hereinafter called the 'Coal Agent) and the Coal Agent having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract amounting to Rs. 2.00 Crore (Rupees two crore only) to the Owner.

We …………(Name of Bank), a body corporate, constituted under the Banking Companies (Acquisition & Transfer of undertaking) Act 1970 having its Head Office at ………………………………….. & the Branch Office amongst other places at …………………………… (hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or all monies payable by the Coal Agent to the extent of Rs. ……………………………. (Rupees………………………………..) as aforesaid at any time upto …………… without any damur, reservation, contest or protest and/or without any reference to the Coal Agent, Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Coal Agent or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till …………………….

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Coal Agent. The Owner shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Coal Agent and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Coal Agent or any other course or remedy or security available to the Owner. The bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference of the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the Coal Agent and notwithstanding any security or other guarantee that the Owner may have in relation to the Coal Agent's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. ……………………(Rupees……………………..) and this guarantee is valid up to beyond four months after the completion of contract period or till the settlement of dispute covered under RISK and COST clause whichever is later and which shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within 1 month from the date of expiry of the guarantee i.e. on or before ……………. irrespective of whether or not the original guarantee returned to us.

The confirmation of this Bank Guarantee is available with our controlling office, the Beneficiary in his own interest should obtain such confirmation from the controlling office at the following address: -

Place: Signed and Seal of Bank: ______________

Date: Address of the Bank:

ANNEXURE-13

FORMAT FOR CONTRACT AGREEMENT

1. This agreement made at **HPGCL, Panchkula** and entered into this .... day of 2026, between Haryana Power Generation Corporation Limited. acting through the **Chief Engineer / Fuel, HPGCL, Panchkula** (hereafter called “HPGCL” which expression shall unless executed by or repugnant to the context include its successors and assignees) having their registered office at Panchkula on one part and M/s (Name of the Company) having their registered office at (Address) (hereafter referred as “Contractor” which expression shall unless excluded by or repugnant to the context include its successors of permitted assignees) on other part.

2. In accordance with the Tender Specification vide Tender No. …………dated……….. and after submitted by the Contractor vide their letter no…………. dated …….. and whereas the said offer accepted by HPGCL under letter of intent no………… dated………. and followed by details Work Order No…….......dated......... , on the terms and conditions specified in the aforesaid Tender & Work Orders.

3. Now this agreement witnessed and it is hereby agreed and declared as under:-

   In consideration of value of the contract vide Work Order No………….. dated…….. viz Rs……….. placed with the contractor on the terms and conditions specified in the contract the Contractor hereby covenant with the **Corporation** that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described and which are implied then from or may reasonably be necessary for the satisfactory execution of said work within and of the same time in the manner and subject to the terms and conditions stipulated in this contract and the HPGCL shall pay to the Contractor all the sums of money as and when they may become due and payable under the terms and provision of this contract.

4. The Contractor shall undertake the work for supervision of loading, weighment of coal at loading points consigned to PTPS Panipat, DCRTPP Yamunanagar and RGTPP Khedar, Hisar to minimize the loss of coal during transit and also to render liaisoning services with Coal Companies, Railways and other agencies etc., in connection with dispatches of coal and other activities as per terms and conditions of the tender enumerated therein and work order no……….. dated………. and will execute the same within stipulated period in accordance with the specification and conditions annexed, subject to force majeure conditions incorporated in the Work Order.

5. The Contractor shall execute the work as per the terms and conditions specified in the HPGCL Work Order No. …………………… dated…………..

6. The Contractor shall indemnify the HPGCL for payment of all claims or any compensation for injury caused to any person whether workman or not or for any other cause of action in pursuance of this contract and bound to defend HPGCL in all such cases brought under the Workman’s Compensation Act or any other statutory rules. The Contractor shall only be liable for claims / compensation payment of such claims.

7. The aforesaid HPGCL’s work orders along with the Contractor acceptance letter no……….dated……., regarding date of starting the work addressed to the **Chief Engineer / Fuel, HPGCL, Panchkula** shall be deemed to be the part of this contract.

8. The said papers are signed by Mr……………………… for and on behalf of the Contractor and Mr……………………, **Chief Engineer / Fuel, HPGCL, Panchkula** for and on behalf of the HPGCL for the purpose of identification annexed herewith as scheduled:

   i) Tender No…………………………………… dated……………….
   ii) LOA No…………………………………… dated……………….
   iii) Work Order No. …………………………………… dated……………….
   iv) In witness whereof the parties hereto have set their respective common seals with signatures to be herein to be affixed to the day and month of the year first above written.

(Signature of the Contractor with seal)	(Signature of the Owner or HPGCL representative with seal)
(Signature of witness)	(Signature of witness)

4. GENERAL TERMS & CONDITIONS

4.1. TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis (moisture, ash, GCV on equilibrated basis, total moisture etc.) or any other format for reporting of results, as may be notified by Coal Producer/ Coal Consumer in future while ensuring smooth functioning of operational and technical issues pertaining to the Activity. Towards this, detailed documentation of coal supplied to Coal Consumer through Rail/ Road/ MGR etc. will be furnished by Coal Producer/ Coal Consumer which will be the basis of raising the bills on monthly basis by TPSA.

4.2. TPSA shall avoid any Conflict of Interest while discharging the contractual obligations and shall inform Coal Producer and Coal Consumer in writing, any possible instance of Conflict of Interest while rendering service in respect of subject assignment. In the event of non-disclosure of such information, the Agreement may be terminated by Coal Producer or Coal Consumer without any further notice. For the purpose of this Agreement, Conflict of Interest shall include, but is not limited to, the conditions wherein

(a) TPSA is a consumer of coal or in the business of production/trading of coal and operation and management of coal based thermal power plant either in his own name or as a partner in a partnership firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.

(b) TPSA or its member of board of directors and/ or its promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

4.3. It will be the sole responsibility of TPSA to comply with all statutory requirements relating to workmen engaged and towards the Activity during the term of this Agreement.

4.4. All the terms & conditions of the RFP and subsequent corrigendum/amendments thereof, shall be treated as part and parcel of this Agreement.

4.5. This Agreement shall be part of the Fuel Supply Agreement (FSA). In case of any discrepancy between the FSA and this Agreement regarding Third party sampling, the Agreement shall prevail.

4.6. TPSA shall have the obligation to conduct and carry out all tasks required to complete the Activity as per the terms and conditions of this Agreement.

5. PROCESS OF SAMPLING

5.1. **Collection, preparation and analysis of sample**

(a) TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedures, regulations and guidelines (relevant BIS/ISO and FSA) in this regard.

(b) Collection of samples shall be done by TPSA. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall adhere to equipment specifications provided in Schedule TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen(15) km radial distance from the sampling point(s) or

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any other higher distance depending upon the place provided/identified by Coal Producer) in the premises of Coal Producer(the premises could be of different mine/area of the same Coal Producer).Coal Producer shall provide electricity and water facilities to the TPSA in this regard. However, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.

(c) TPSA shall take the samples at their porta cabin or permanent structure for storage as well as for preparation. TPSA will arrange its own crusher/ pulverizer. Local transportation of samples to the storage room of TPSA shall be arranged by TPSA. Coal Producer and Coal Consumer representatives shall be allowed to accompany TPSA representatives during transportation of samples. Further, boarding/ lodging of the persons hired for this purpose shall be arranged by TPSA.

(d) Sample collection, preparation and storage shall be under CCTV camera with live streaming facility. The arrangement of CCTV and back up storage facility for a period of thirty (30) days shall be provided by Coal Producer at sampling point and by TPSA at preparation and storage point.

(e) The authorized representatives of Coal Consumer and Coal Producer shall jointly witness the process of sample collection and preparation of the laboratory samples. The authorized representatives will put their signature on the sample tags as evidence of the process of sampling. However, their absence from participation/ witnessing for any reasons thereof shall not be considered as ground for disputing the results. The authorized representatives of all three Parties (Coal Producer, Coal Consumer and TPSA) will also sign on the samples register to be maintained by TPSA at the loading end.

(f) Coal Producer shall provide adequate space and enabling conditions for collection of coal samples at the loading end i.e. proper lighting, illumination, ramps/ ladders. In case of lack of above said conditions, same shall be provided by TPSA at the cost of Coal Producer.

(g) There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling.

The price quoted by the bidder shall be inclusive of the cost of providing the mechanical Augur and the associated operating costs.

Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.

The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process. However, Coal Producer shall provide electricity and water facilities to the TPSA in this regard. In addition, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.

(h) The sample for testing by TPSA/ referee samples shall be packed and sealed in

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tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.

(i) After collection of samples, laboratory samples are to be prepared within two (2) days as per relevant BIS.

(j) TPSA shall make arrangements for online tracking of samples at all stages from sample preparation to analysis at agency lab and referee lab.

It may be noted that, if there is capacity/ infrastructure constraint at a particular mine/ sampling location restricting the ability of the TPSA to fulfill its entire sampling requirements, the sampling of power sector Coal Consumers shall be given priority before taking up the sampling of non-power sector Coal Consumers.

5.2. **Parting of Sample**

(a) Sample of 212 Micron size shall be prepared, as per BIS norms. The final laboratory sample shall be divided into 4 (four) parts. Part I of the sample is for analysis by TPSA at NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer)or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*). Part-2 and Part-3 of the sample are to be handed over to Coal Producer and Coal Consumer respectively for their own analysis. Part-4 of the sample, to be called referee sample, shall be sealed jointly by TPSA, representatives of Coal Producer and Coal Consumer.

* Must be full member with respect to India as per website of ILAC/APAC.

(b) Further, analysis through Automatic Bomb Calorimeter (BIS) with print out facility will be done without manual intervention and necessary records will be kept by TPSA. For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported to the NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*) in tamper proof manner. TPSA will ensure software system based Double Blinding of coal samples before sending the same for analysis in a NABL Accredited Laboratory(excluding those of Coal Producer and Coal Consumer)or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*).

* Must be full member with respect to India as per website of ILAC/APAC.

5.3. TPSA shall communicate the result of sampling within fifteen (15) working days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ fax/ other electronic mode followed by hard copy. All analysis results submitted must contain sample wise details about source, date of collection, RR Number, Quantity, analysis details etc. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.

1st Amendment- TPSA shall communicate the result of sampling within Twenty (20) Calendar days.

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5.4. TPSA will also provide excel sheet of all the samples analyzed by them and facilitate auto updation of results and integration of TPSA coal sampling portal with portal of Coal Producer/Coal Consumer. TPSA is to develop online tracking system for all event of sampling and its analysis activities which is accessible to both Coal Producer and Coal Consumer.

5.5. **Double Blinding of samples**: TPSA has to ensure software system based double blinding of coal samples before sending the same for analysis in NABL Accredited Laboratory(excluding those of Coal Producer and Coal Consumer)or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*).

* Must be full member with respect to India as per website of ILAC/APAC.

5.6. TPSA shall also provide results of analysis to respective Coal Producer (HQ/ Area)/ Coal Consumer in excel format for online updation of records. TPSA shall also provide means to seamlessly transfer data to any ERP/ software of Coal Producer/ Coal Consumer.

5.7. **Precision/Adherence to Timeline/Non Collection of Samples/Penalty:**

(a) **Precision:** In every sample involving referee analysis, the Bomb Calorimeter GCV value of referee sample analysis should be within the precision of (+/-) 71.7 Kcal/Kg compared to the Bomb Calorimeter GCV value of initial analysis of that sample as specified under BIS norms.

(b) For every such sample, where the difference of Bomb Calorimeter GCV value of referee sample analysis and Bomb Calorimeter GCV value of TPSA sample analysis exceeds the above tolerance limit, no sampling charges shall be payable for that sample for TPSA sampling.

(c) In case the above variation exceeds beyond ten percent (10%) of total number of referee samples that are challenged in a month, it shall be construed unsatisfactory performance on the part of TPSA. In the event, the variation occurs in more than four (4) months in a continuous period of one year (12 months), it shall form ground for termination of the Agreement.

(d) The timeline for submission of result within fifteen (15) working days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table:

1st Amendment- TPSA shall communicate the result of sampling within Twenty (20) Calendar days.

Sl.	Delay (in Days)	Penalty
1.	1-2	5% of the total amount for that despatch
2.	3-5	10% of the total amount for that despatch
3.	6-10	20% of the total amount for that despatch
4.	11-15	50% of the total amount for that despatch
5.	>15 days	100% of the total amount for that despatch

Non-payment of penalty amount by TPSA to Coal Producer/ Coal consumer within thirty (30) days of its imposition shall lead to termination as per Clause 7.2(h) of this Agreement.

(e) **Non collection of samples:** In case any consignment goes unsampled due to the failure of TPSA, double the rate of sampling charge on unsampled quantity shall be imposed as penalty on TPSA towards its failure.

(f) **Others:** If any consignment goes unsampled due to hurdles/ problems created by any Party brought out in writing by TPSA, concerned Party will take corrective action to avoid re-occurrence.

(g) At any point of time, if a person engaged by TPSA is reported to be involved in some illegal/ nefarious activity, TPSA would remove such person forthwith, under intimation to both Coal Producer and Coal Consumer.

5.8. **Referee Sample:**

(a) Referee sample shall be collected as per Clause 5.2(a)of this Agreement.

(b) Referee sample shall be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming. The standard operating procedure for referee sample analysis has been provided in Schedule 5 of this Agreement.

(c) The referee sample shall be kept at the loading end. The storage site is to be provided by Coal Producer, which will be under the custody of TPSA with proper lock and key arrangement for the referee sample and shall be kept under CCTV surveillance. TPSA shall ensure safety and security of these samples.

(d) The referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. The unchallenged referee samples shall be destroyed after thirty (30) days with proper records maintained by TPSA. Both Coal Producer and Coal Consumer representatives shall sign in the register as witness. If any Party fails to attend/ witness the destruction of referee samples, no claim will be entertained after destroying the unchallenged samples.

5.9. **Raising of Dispute**

(a) Coal Producer or Coal Consumer may raise dispute within seven (7) days of the submission of results by TPSA. The Party challenging the result will raise referee challenge through Web Portal (along with uploading of its test reports and print out of result of bomb calorimeter). In case of unavailability of web portal, the party will send email (for referee challenge),along with its test reports, in reply to TPSA results with a copy of mail to the other Party.Print out of result of bomb calorimeter shall be enclosed by the disputing/ challenging Party.

(b) The referee process shall continue even if the information about the referee protest conveyed by the Party challenging the result is not acknowledged by the other Party.

(c) Referee sample shall be sent to any one of the seven(7) designated government NABL accredited referee laboratories (referee labs) i.e. **Central Power Research Institute - Bangalore, NML - Jamshedpur, IIT Kharagpur, MECL Nagpur, JNARDCC Nagpur, IICT Hyderabad, NEIST Jorhat, or any other NABL accredited laboratory** that may be sent to designated for this purpose in future. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.

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(d) Arrangement for full payment of charges in advance in case of challenging TPSA analysis results is to be made by the disputing/ challenging Party along with the request for referee sampling. Without deposition of advance payment, request of challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final. TPSA shall inform the list of disputed cases received from Coal Producer and/or Coal Consumer on fortnightly basis along with the estimated advance payment to be paid to the referee laboratories.

(i) The disputing/challenging party shall make the advance payment to the TPSA's account within ten (10) days of information of estimated advance payment as shared by TPSA failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.

1st Amendment- The disputing/challenging party shall make the advance payment to the TPSA's account within fifteen (15) calendar days.

(ii) Within five (5) days of receipt of advance payment from challenging party, TPSA will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party. In the event TPSA does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party shall have the right to deduct such payments from the monthly invoices raised by the TPSA as per Clause 3.1 (f) of this Agreement.

(iii) The advance payment to be made by the challenging party to the TPSA for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted as per Clause 3.1 (f) for computation of GST as per CGST rules. TPSA will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017.

(e) TPSA shall process the request for analysis of referee sample and despatch the referee samples to referee labs with advance intimation to both Coal Producer & Coal Consumer.

(f) TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, Coal Producer and Coal Consumer within forty five (45) days from the date of challenge by the party raising dispute, of which thirty (30) days from date of challenge shall be earmarked for submission of coal samples to designated referee labs and fifteen (15) days from the date of receipt of the samples by the designated referee lab for communication of results. The time sub-limits being used inter-changeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:

(d) Arrangement for full payment of charges in advance in case of challenging TPSA analysis results is to be made by the disputing/ challenging Party along with the request for referee sampling. Without deposition of advance payment, request of challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final. TPSA shall inform the list of disputed cases received from Coal Producer and/or Coal Consumer on fortnightly basis along with the estimated advance payment to be paid to the referee laboratories.

(i) The disputing/challenging party shall make the advance payment to the TPSA's account within ten (10) days of information of estimated advance payment as shared by TPSA failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.

1st Amendment- The disputing/challenging party shall make the advance payment to the TPSA's account within fifteen (15) calendar days.

(ii) Within five (5) days of receipt of advance payment from challenging party, TPSA will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party. In the event TPSA does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party shall have the right to deduct such payments from the monthly invoices raised by the TPSA as per Clause 3.1 (f) of this Agreement.

(iii) The advance payment to be made by the challenging party to the TPSA for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted as per Clause 3.1 (f) for computation of GST as per CGST rules. TPSA will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017.

(e) TPSA shall process the request for analysis of referee sample and despatch the referee samples to referee labs with advance intimation to both Coal Producer & Coal Consumer.

(f) TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, Coal Producer and Coal Consumer within forty five (45) days from the date of challenge by the party raising dispute, of which thirty (30) days from date of challenge shall be earmarked for submission of coal samples to designated referee labs and fifteen (15) days from the date of receipt of the samples by the designated referee lab for communication of results. The time sub-limits being used inter-changeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:

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Sl.	Delay (in Days)	Penalty
1.	1-2	02% of the total amount for that despatch
2.	3-5	05% of the total amount for that despatch
3.	6-10	10% of the total amount for that despatch
4.	11-15	20% of the total amount for that despatch
5.	>15 days	50% of the total amount for that despatch

Non-payment of penalty amount by TPSA to Coal Producer/ Coal consumer within thirty (30) days of its imposition shall lead to termination as per Clause 7.2(h) of this Agreement.

(g) The Referee results along with the bomb calorimeter print out shall be final and binding on both the Coal Producer and Coal Consumer.

5.10. **Development of web portal:** TPSA shall develop a web portal within three (3) months of signing of this Agreement for posting the sample results, referee results and integration of portal with portal of Coal Producer/Coal Consumer, along with the provision of raising of referee challenge through portal, and downloading of sample/ referee results.Till the time of development of web portal, the results shall be shared as per the provisions of Clause of 8.3.3 of the Tripartite Agreement.

5.11. The performance of the TPSA shall be monitored and reviewed as per the performance parameters provided in Clause 5.7aboveby a JS level Committee of Ministry of Power and Ministry of Coal, Apex Committee and Executive Committee. Non-performance of the TPSA shall result in invocation, encashment, or appropriation of Performance Security by the Coal Consumer/Coal Producer. Members of the Apex Committee and Executive Committee shall comprise of the following:

(a) **Apex Committee:** The Co-chairperson of the Apex Committee will be Director, Operations, NTPC /Director, Fuel, NTPC and Director, Marketing, CIL. Other members of the Apex Committee will include:

i. Member from CEA having rank of Director or above;

ii. Director General, Association of Power Producers;

iii. Secretary General, Coal Consumers' Association of India;

iv. Member from DVC having rank of ED or above;

v. One member each from the State generation company having maximum installed capacity in the respective region (NR, ER & NER, WR and SR) having rank of ED/ Chief Engineer or above;

vi. In case the number of Bidders empanelled at lowest quote is greater than or equal to five (5), then one member from each of such TPSA. In case the number of Bidders empanelled at lowest quote is less than five (5), then one member from each of such TPSA who are empanelled at lowest quote along with one member each from other TPSAs (in the order of empanelled rate) subject to the condition that number of members of the TPSAs in the Apex Committee shall be maximum of five (5);

vii. One member from the third party sampling agency empanelled during first round of empanelment till the end date of its empanelment.

The Convenor of the Apex Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Apex Committee.

Functions:

i. Apex Committee shall monitor and oversee the project activities.

ii. Apex Committee shall ensure smooth functioning of the project.

iii. Apex Committee shall meet on a Semi Annual basis

(b) **Executive Committee:** The Co-chairperson of the Executive Committee will be GM (Fuel) NTPC and GM (M&S), CIL. Other members of the Executive Committee will include:

i. One member each from subsidiaries of CIL and SCCL having rank AGM and above;

ii. One member each from NTPC regions having rank AGM and above;

iii. One member each from State generation company;

iv. Three members from Association of Power Producers;

v. Three members from Coal Consumer Association of India (CCAI) including two members of CCAI representing different NRS sector;

vi. In case the number of Bidders empanelled at lowest quote is greater than or equal to five (5), then one member from each of such TPSA. In case the number of Bidders empanelled at lowest quote is less than five (5), then one member from each of such TPSA who are empanelled at lowest quote along with one member each from other TPSAs (in the order of empanelled rate) subject to the condition that number of members of the TPSAs in the Executive Committee shall be maximum of five (5);

vii. One member from the third party sampling agency empanelled during first round of empanelment till the end date of its empanelment.

The Convenor of the Executive Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Executive Committee.

Functions:

i. Executive Committee shall be responsible for day to day activities pertaining to the project.

ii. Executive Committee shall also look after technical and operational issues pertaining to the project.

iii. The concerned members of the Executive committee shall meet to sort out the above issues by notice in writing from nominated chairman of the Committee.

iv. Executive Committee shall meet on a Quarterly basis.

6. FORCE MAJEURE

6.1. Neither Coal Producer, Coal Consumer nor TPSA shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the existence of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the affected Party thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months the Parties shall then mutually decide about the future course of action.

7. EFFECTIVE DATE AND TERMINATION OF THE TRIPARTITE AGREEMENT

7.1. This Agreement shall be deemed to have come into effect from the date of signing of the Agreement.

7.2. **Termination**: This Agreement may be terminated by Coal Producer/Coal Consumer by giving a two (2) months' notice in writing to TPSA in the following cases:

(a) If TPSA obtains the empanelment on the basis of false information/ false statement.

(b) If TPSA does not take up the Activity as per the terms of the Agreement.

(c) If performance of TPSA is not found satisfactory as per Clause 5.7(c) of the Agreement.

(d) If any fraud/ embezzlement is detected subsequently and not reported by TPSA.

(e) Suppressing information regarding Conflict of Interest.

(f) If TPSA is declared insolvent by the relevant competent authority.

(g) If TPSA commits material breach of this Agreement.

(h) Non-payment/ non-realization of penalties or any dues of Coal Producer/Coal Consumer by TPSA.

Re-engagement of same TPSA after the Termination shall be done based on mutual agreement between Coal Producer & Coal consumer. Termination by either Coal Consumer/Coal Producer shall be subject to unsatisfactory performance on part of TPSA as per Clause 5.7(c) or as per this Clause 7.2 of Agreement.

7.3. This Agreement may be terminated by TPSA by giving a two (2) months' notice in writing to Coal Consumer and Coal Producer, in case there is non-payment against the monthly bills by one of the Party (either Coal Consumer or Coal Producer) within the timelines provided in Clause 3.1(f), subject to concurrence by the other Party (Coal Consumer or Coal Producer).

7.4. In the event of termination of the Agreement vide Clauses7.2 and 7.3, the rights and obligations of the Parties thereto shall be settled through mutual discussion between the

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(f) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of coal from the surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm.

(g) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel/ scoop.

(h) Any stone/shale of size more than that specified in Schedule (of FSA) shall be removed/discarded from the sample;

(i) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.

(j) In case live overhead traction line exists in the siding, TPSA shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

8.1.2 **Collection of Samples of Coal Despatches by Road:**

(a) Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective despatch point(s).

(b) The first truck for TPSA sampling on a day shall be selected randomly from the first eight loaded trucks before weighment at the road weighbridge. Every eighth (8th) truck being loaded of the same grade in the order of loading thereafter shall be subjected to TPSA sampling.

(c) The sampling spot at the top of the loaded truck, selected randomly, will be levelled and at least 25 cm of coal surface shall be removed/scrapped and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.

(d) About 30 kg of sample shall be collected from each selected truck by drawing increments of approx. 5 kg each with the help of shovel/scoop.

(e) All the samples collected source-wise, grade-wise from every 8th truck in accordance with Clause 8.1.2 (b) as above on daily basis shall be mixed together to form a gross sample.

(f) Any stone/shale of size more than that specified in Schedule (of FSA) shall be removed/discarded from the sample.

8.1.3 **Collection of Samples from Conveyor Belt/Piped Conveyors**

(a) Samples shall be taken lot-wise, grade-wise.

(b) The quantity that passes over the conveyor in a day (00 hrs to 24 hrs) constitutes 1 lot, which needs to be divided into a number of sub-lots for the purpose of sampling. Number of sub-lots to be divided & quantity of gross sample to be collected from sub lots shall be as below:

Wt. of the Lot (Tons)	No. of sub-lots/gross samples	Qty to be collected (Kg)
up to 500	2	100
501 to 1000	3	150
1001 to 2000	4	200
2001 to 3000	5	250
Over 3000	6	300

Illustration

(i) If the quantity to be passed in a day over the conveyor is 600 tons (which is 1 lot), then there will be 3 sub-lots and total sample quantity will be 150 kg

(ii) 1 gross sample shall be collected from 1 sub-lot, @ 50 kg per sub-lot. Thus, total 150 kg gross sample shall be collected from 3 sub-lots over the whole day (from 00 hrs to 24 hrs)

(iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, 10 kg will be collected every 1 hour (quantity& intervals can be mutually decided by Coal Producer &Coal Consumer depending on the running time of the conveyor and the qty that passes in a day)

(c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.

(d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approximately 5kg per increment

(e) Any stone/shale of size more than that indicated in Schedule (of FSA) shall be removed/discarded from the sample.

(f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

8.1.4 Collection of Samples by mechanical means (mechanical Auger & AMS) The modalities for collection of sample through mechanical augur as well as AMS sampling from moving streams shall be as per laid down procedure in IS:16143(Part 2) : 2021 (Hard Coal and coke mechanical sampling - sampling from moving streams) (First Revision). Further, the modalities for sampling from stationary lots shall be as per laid down procedure in IS: 16143(Part 3): 2021(Hard Coal and coke mechanical sampling - sampling from stationary lots) (First Revision)

8.2. **Preparation of laboratory samples**

8.2.1 The gross sample shall be crushed into 12.5 mm laboratory sample. The 12.5 mm crushed laboratory sample shall be divided into two portions. One portion (one fourth of the above sample) called Part — 1 shall be used for analysis of total moisture and the other portion (three fourth of the above sample)called Part — 2 for determination of ash, moisture and GCV on Equilibrated Basis. Determination of total moisture shall be conducted by the TPSA, in the nearest NABL Accredited Laboratory at the loading end of the Coal Producer (only under CCTV camera with live feed and recording facility to be provided by Coal Producer) by the competent chemist of TPSA.

In case of non-availability of NABL lab of the Coal Producer, sample should be tested for total moisture in any other nearest available NABL Accredited laboratoryor other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*).

* Must be full member with respect to India as per website of ILAC/APAC.

8.2.2 The Part-2 sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS: 436 (Part I/Set 1)-1964 or it's latest version shall be followed.

8.2.3 For samples collected by Mechanical Augur/AMS - Clause 8.2.2 may be followed as "Modalities for sample preparation by reducing the Part 2 into laboratory sample shall be as per laid down procedure in IS 16143 (Part 4) : 2021 (Reaffirmed on 2020).[superseding IS 436(Part I/Sec 2):1976 and IS 436(Part I/Sec I):1964] Hard Coal and coke mechanical sampling – Preparation of test samples."

8.2.4 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of 212 micron IS sieve for determination of ash, Equilibrated Moisture (at 40 degree C and 60% RH) and GCV. Due care shall be taken by TPSA to ensure that the final lab sample is essentially in 212 micron size before the same is collected from the loading end so that no further sieving or pulverizing is warranted at the laboratory before analysis. Final Lab sample shall not behanded over by TPSA in size other than that of 212 micron IS sieve.

8.2.5 The final pulverized sample shall be divided into four equal parts viz. Set — I, Set— II, Set —III and Set — IV of 500 gms each as detailed below:

(a) Set – I shall be taken by TPSA to NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*) for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40 degree C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-2017), as applicable

* Must be full member with respect to India as per website of ILAC/APAC.

(b) Set – II of the sample shall be handed over by TPSA to Coal Producer.

(c) Set – III of the sample shall be handed over by TPSA to Coal Consumer.

(d) Set — IV of the sample called as Referee Sample shall be sealed jointly by TPSA in presence of authorized representatives of Coal Producer and Coal Consumer and shall be kept in the custody of TPSA at the loading end under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by TPSA and the authorized representative of Coal Producer and Coal Consumer for minimum of thirty (30) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by TPSA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by TPSA in a tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming, to the referee lab from the loading end. Coal Producer and Coal Consumer can exercise the liberty to accompany TPSA to the referee lab at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph 8.2.77 below. (Double-blinding)

8.2.6 Samples shall be collected, packed and transported by TPSA to the sample preparation site(s) at the loading end in such a manner so as to make them tamper-proof.

8.2.7 In the event that a dispute is raised by the relevant Parties within the time period stipulated at Clause 5.9(a)above, the referee sample shall be analyzed by a designated government NABL Accredited Laboratory selected on rotational basis from the list as provided in Clause 5.9(c)(other than the laboratory at which the original sample has been analyzed by a TPSA)for even distribution of referee samples across designated referee laboratories. The analysis cost of the referee sample shall be borne by the challenging/ disputing Parties. The non-disputing Party may witness transportation of referee sample to the above-mentioned government laboratory at their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding for Coal Consumer and Coal Producer.

8.2.8 Notwithstanding anything to the contrary contained herein the analysis results communicated by TPSA or the government NABL Accredited Laboratory under paragraph 8.2.5(a) and paragraph 8.2.7 respectively, shall be binding only with respect to the samples of coal collected for a particular consignment/day, as applicable, and shall not impact any past/ future supply of the contracted grade of coal made/ to be made to Coal Consumer in accordance with the terms of this Agreement.

8.3. **Records of Samples/ Third Party sampling**

8.3.1 Proper analysis records like electronic print-out of the analysis results obtained from the Automatic Bomb Calorimeter, source-wise, grade-wise and date-wise details of coal samples received, etc. shall be maintained at the laboratories where the coal samples are analyzed by TPSA. Coal samples shall be analyzed only at an NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer)or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*).

* Must be full member with respect to India as per website of ILAC/APAC.

8.3.2 Name of the colliery/Siding/ Coal Consumer, date of collection and other identification details (e.g. Rake no. in case of rail supply etc.) shall be properly recorded by TPSA and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.

8.3.3 Monthly statements containing the details of each and every analysis result source wise, mode-wise, grade-wise and consumer-wise, finalized during a month based on analysis by a TPSA or referee analysis, as the case may be shall be prepared by TPSA and submitted to Coal Producer and Coal Consumer before the 5th of the following month stating inter alia, the quantity of Coal covered against the respective analysis results. Copies of the monthly statement/ report shall be submitted by TPSA to (i) the General Manager (Quality Control) of Coal Producer or his representative; and (ii) the representatives of Coal Consumer.

8.4. **Analysis of sample(s)**

8.4.1 Tests/analysis for determination of moisture, ash, GCV on Equilibrated Basis shall be done by TPSA at NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer)or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*).

* Must be full member with respect to India as per website of ILAC/APAC.

8.4.2 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)1984 or any latest version for determination of Total Moisture, Equilibrated Moisture and Ash and as per latest version of IS 1350 (Part-II), 2022 for determination of GCV.

9. RELATIONSHIP WITH AFFILIATE

{Insert in case TPSA has taken recourse to Financially Evaluated Entity to meet the Qualification Requirement as per the provisions of the RFP}

9.1. TPSA shall be required to continue to be an Affiliate with [Name of Financially Evaluated Entity] for at least five (5) years from the date of this Agreement.

10. CONFIDENTIALITY

10.1. The information, documents and data that shall come within the command or knowledge of TPSA in course of the Activity shall be confidential and the same shall not be used by TPSA for any purpose other than the performance of the work. During the tenure of Agreement and thereafter, all Parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure of any/ all information & data exchanged/ generated pertaining to work under this Agreement for any purposes other than in accordance with this Agreement.

11. NOTICES

11.1. All notices and communications required to be served on Coal Producer and Coal Consumer shall be considered to be duly served if the same been posted by registered mail to Coal Producer and Coal Consumer at its last known address of business. Similarly, any notice to be given to TPSA shall be considered as duly served if the same has been posted by registered mail to TPSA.

12. AMENDMENTS TO THE AGREEMENT

12.1. No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the three (3) Parties and their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/ changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

13. ASSIGNMENT OF THE AGREEMENT

13.1. The rights and/ or liabilities arising to any Party on account of this Agreement shall not be assigned except with the written consent of the other Parties and subject to such terms and conditions as may be mutually agreed upon between the parties.

14. DISPUTE RESOLUTION

14.1. Disputes will be resolved amicably by a committee having members of Coal Producer, Coal Consumer and TPSA.

Haryana Power Generation Corporation Limited [For all such issues which cannot be resolved by such committee, the matter will be referred to a committee having members form Ministry of Power, Ministry of Coal, CEA, CIL, power utilities, APP and TPSA whose decision will be final and binding on all the three (3) Parties.]

{Insert in case Coal Consumer is from non-power sector} [For all such issues which cannot be resolved by such committee, the matter will be referred to a committee, having members as may be decided by CIL, whose decision will be final and binding on all the three (3) Parties.]

15. IMPLEMENTATION COMMITTEE

Issues arising out of analysis/ timelines/payments/penalties etc. in relation to referee sample shall be resolved by Implementation Committee(in line with the present process in case of CIMFR) with inclusion of one (1) member each from empanelled TPSAs as member of Implementation Committee.

SEAL OF PARTIES

In witness whereof the Parties here to have signed this Agreement on **21-11-2024** mentioned hereinbefore.

For and on behalf of Coal Producer Name: Dinesh Kr Gupta General Manager(QM) Designation: G.C. Dr. Mdnchi Seal:______________	For and on behalf of Coal Consumer 21/11/24 Name: Naresh Kumar Kamboj Designation: SE/Fuel N.K. Kamboj SE/Fuel, DCRTPP Seal:______________	For and on behalf of TPSA Name: Pratik Prakash Srivastava Designation: Sr. Manager Seal:______________
Witnesses: (Name Address) 1. S.K. Singh, Sr. Manager (QM) 21/11/24 2. ______________ Date: ______________	Witnesses: (Name Address) 1. Goyal 21/11/24 Rajesh Goyal FA & CAO/DCRTPP 2. ______________ Date: 21/11/24 Er. V. K. Singh XEN/Fuel, DCRTPP HPGCL, Yamuna Nagar	Witnesses: (Name Address) 1. ______________ 2. ______________ Date: ______________

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{Insert in case Coal Consumer is from non-power sector} [For all such issues which cannot be resolved by such committee, the matter will be referred to a committee, having members as may be decided by CIL, whose decision will be final and binding on all the three (3) Parties.]

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SEAL OF PARTIES

In witness whereof the Parties here to have signed this Agreement on **21-11-2024** mentioned hereinbefore.

For and on behalf of Coal Producer Name: Dinesh Kr Gupta General Manager(QM) Designation: C.C. Dr. Mdn. Hi Seal:________________	For and on behalf of Coal Consumer 21/11/24 Name: Naresh Kumar Kamboj Designation: SE/Fuel N.K. Kamboj SE/Fuel, DCRTPP Seal:________________	For and on behalf of TPSA Name: Pratik Prakash Srivastava Designation: Sr. Manager Austria Coal Asia Pvt. Ltd. Seal:________________
Witnesses: (Name Address) S.K. Singh 21/11/24 1. Sr. Manager (QM) 2. ________________ Date: ________________	Witnesses: (Name Address) 1. Goyal 21/11/24 Rajesh Goyal FA & CAO/DCRTPP 2. ________________ 21/11/24 Date: ________________	Witnesses: (Name Address) 1. ________________ 2. ________________ Date: ________________

Er. V. K. Singh
XEN/Fuel, DCRTPP
HPGCL, Yamuna Nagar

SCHEDULE 1: NABL ACCREDITED LABORATORY

1. QA Testing Laboratories Pvt. Ltd.; Noida
2. Sun-Tech; Ranchi
3. QA Testing Laboratories Pvt. Ltd.; Korba,Chhattisgarh-495677

Quality Austria Central Asia Pvt. Ltd.

झारखण्ड सरकार

GOVERNMENT OF JHARKHAND

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number :	8f20817718e2d01441f9
Receipt Date :	21-Nov-2024 07:06:00 am
Receipt Amount :	100/-
Amount In Words :	One Hundred Rupees Only
Document Type :	Agreement or Memorandum of an Agreement
District Name :	Ranchi
Stamp Duty Paid By :	QACA
Purpose of stamp duty paid :	INTEGRITY PACT
First Party Name :	CENTRAL COALFIELD LTD
Second Party Name :	HARYANA POWER GENERATION CORPORATION LTD
GRN Number :	2405093918

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

This Receipt is to be used as proof of payment of stamp duty only for one document.The use of the same receipt as proof of payment of stamp duty in another document through reprint,photo copy or other means is penal offence under section-62 of Indian Stamp Act,1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

21/11/24
N.K. Kamboj
SE/Fuel, DCRTPP

Qualistria Central Asia Pvt. Ltd.

SCHEDULE 2: INTEGRITY PACT

This Pact (hereinafter called the Integrity Pact) is made and entered into on **21st** day of the month of **November** and year of **2024**,

AMONGST

(1) **Central Coalfields Limited**, a company registered under Companies Act, [1956/ 2013] in India and having its registered office at **Darbhanga House, Kutchery Road, Ranchi-834029, Jharkhand** (hereinafter called the "**Coal Producer**" which expression shall wherever the context so admits include its successors and permitted assigns of the first part)

AND

(2) **Haryana Power Generation Corporation Limited**, a company registered under Companies Act, [1956/ 2013] in India and having its registered office at **C-7, Urja Bhawan, Sector-6, Panchkula** (hereinafter called the "**Coal Consumer**" which expression shall whatever the context so admits include its successors and permitted assigns of the second part).

AND

(4) **Quality Austria Central Asia Private Limited**, a company registered under Companies Act, [1956/ 2013] in India and having its registered office at **201, Tower C, ATS Bouquets, Noida, Sector -132, Gautam Buddha Nagar, Uttar Pradesh, 201301** (hereinafter called the "**TPSA**", which expression shall whatever the context so admits include its successors and permitted assigns of the third part).

And Whereas,

(A) TPSA has been notified as an empanelled third-party sampling agency for collection, preparation, and analysis of coal samples at loading end for power and non-power sector through a competitive bidding process.

(B) TPSA has been chosen by Coal Consumer for signing a Tripartite Agreement with the Coal Consumer and Coal Producer in the form and content as shared with the TPSA and agreed to by the TPSA during the bidding process and for carrying out the activity as per the provisions of the Tripartite Agreement.

(C) TPSA had agreed and confirmed in its bid that in the event of its selection as successful bidder and empanelment, it shall submit the integrity pact duly signed and stamped as per the format provided in Schedule 2 of Tripartite Agreement at the time of signing of Tripartite Agreement.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Tripartite Agreement to be entered into with a view to:-

Enabling the Coal Producer or Coal Consumer to obtain the desired services from TSPA at price discovered competitively during the bid process in conformity with the defined specifications/scope of work in the Tripartite Agreement by avoiding the high cost and the distortionary impact of corruption, and

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Enabling TPSAs to abstain from bribing or indulging in any corrupt practice to ensure that the services under the Tripartite Agreement is provided by the TPSA with the highest standards of ethics during the currency of Tripartite Agreement.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

1. Commitments of the Coal Producer and Coal Consumer

1.1 The Coal Producer and Coal Consumer undertake that no official of the Coal Producer or Coal Consumer, connected directly or indirectly with the any activity of the Tripartite Agreement, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TPSA, either for themselves or for any person, organization or third party related to the Tripartite Agreement in exchange for an advantage in the implementation of activities related to the Tripartite Agreement.

1.2 All the officials of the Coal Producer and Coal Consumer will report to their respective appropriate office for any attempted or completed breaches of the above commitment as well as any suspicion of such a breach.

1.3 In case any such preceding misconduct on the part of such official(s) is reported by the TPSA to the Coal Producer or Coal Consumer with full and verifiable facts and the same is prima facie found to be correct by the Coal Producer or Coal Consumer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Coal Producer or Coal Consumer and such a person shall be debarred from further dealings related to the Tripartite Agreement. In such a case while an enquiry is being conducted by the Coal Producer or Coal Consumer the proceedings under the Tripartite Agreement would not be stalled.

2. Commitments of TPSA

The TPSA commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any currency of the Tripartite Agreement:

2.1 The TPSA will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Coal Producer or Coal Consumer, connected directly or indirectly with any activity related to the Tripartite Agreement, or to any person, organization or third party related to the Tripartite Agreement in exchange for any advantage in the implementation of the Tripartite Agreement.

2.2 The TPSA further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Coal Producer or Coal Consumer or otherwise in procuring the Tripartite Agreement or forbearing to do or having done any act in relation to the obtaining or execution of the Tripartite Agreement or any other contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government of India.

2.3 TPSA shall disclose the name and address of agents and representatives in India and also shall disclose their foreign principals or associates related to or involved in signing and implementation of the Tripartite Agreement.

2.4 TPSA shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with the implementation of the Tripartite Agreement.

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2.5 The TPSA further confirms and declares to the Coal Producer or Coal Consumer that the TPSA has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Coal Producer or Coal Consumer or any of its functionaries, whether officially or unofficially for the award of the Tripartite Agreement to the TPSA, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The TPSA, before signing the Tripartite Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the Coal Producer or Coal Consumer or their family members, agents, brokers or any other intermediaries in connection with the Tripartite Agreement and the details of services agreed upon for such payments.

2.7 The TPSA will not collude with other parties interested in the Tripartite Agreement to impair the transparency, fairness and progress of the implementation of the Tripartite Agreement.

2.8 The TPSA will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The TPSA shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Coal Producer or Coal Consumer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TPSA also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The TPSA commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The TPSA shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the TPSA or any employee of the TPSA or any person acting on behalf of the TPSA, either directly or indirectly, is a relative of any of the officers of the Coal Producer or Coal Consumer, or alternatively, if any relative of an officer of the Coal Producer or Coal Consumer has financial interest/stake in the TPSA's firm, the same shall be disclosed by the TPSA at the time of signing of the Tripartite Agreement. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.

2.13 The TPSA shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the Coal Producer or Coal Consumer.

3. Previous Transgression

3.1 The TPSA declares that no previous transgression occurred in the last three (3) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government department in India that could justify TPSA's exclusion from signing of the Tripartite Agreement.

3.2 The TPSA agrees that if it makes incorrect statement on this subject, TPSA can be disqualified from the empanelment list.

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4. **Sanctions for Violations**

4.1 Any breach of the aforesaid provisions by the TPSA or any one employed by it or acting on its behalf (whether with or without the knowledge of the TPSA) shall entitle the Coal Producer or Coal Consumer to take all or any one of the following actions, wherever required:-

I. To immediately call off the signing of the Tripartite Agreement without assigning any reason or giving any compensation to the TPSA.

II. The Performance Security, submitted as part of Tripartite Agreement, shall stand forfeited either fully or partially, as decided by the Coal Producer or Coal Consumer and the Coal Producer or Coal Consumer shall not be required to assign any reason therefore.

III. To immediately cancel the Tripartite Agreement, if already signed, without giving any compensation to the TPSA.

IV. To recover all sums already paid by the Coal Producer or Coal Consumer, and in case of an Indian TPSA with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TPSA from a country other than India with interest thereon at 2% higher than the LIBOR.

V. To encash the Performance Security, furnished by the TPSA, in order to recover the payments, already made by the Coal Producer or Coal Consumer, along with interest.

VI. To cancel all or any other contracts with the TPSA. The TPSA shall be liable to pay compensation for any loss or damage to the Coal Producer or Coal Consumer resulting from such cancellation/rescission and the Coal Producer or Coal Consumer shall be entitled to deduct the amount so payable from the payment (s) due to the TPSA.

VII. To debar the TPSA from participating in future bidding processes of the Coal Producer or Coal Consumer for a minimum period of five (5) years, which may be further extended at the discretion of the Coal Producer or Coal Consumer.

VIII. To recover all sums paid in violation of this Pact by TPSA(s) to any middleman or agent or broker with a view to securing the Tripartite Agreement.

IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Coal Producer or Coal Consumer with the TPSA, the same shall not be opened.

4.2 The Coal Producer or Coal Consumer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (ix) of this Pact also on the Commission by the TPSA or any one employed by it or acting on its behalf (whether with or without the knowledge of the TPSA), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the Coal Producer or Coal Consumer to the effect that a breach of the provisions of this Integrity Pact has been committed by the TPSA shall be final and conclusive on the TPSA. However, the TPSA can approach the independent monitor(s) appointed for the purposes of this Pact.

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5. Independent Monitors

5.1 The Coal Producer and Coal Consumer have appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name & Addresses of Monitors to be given).

5.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

5.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Tripartite Agreement, including minutes of meetings.

5.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Coal Producer or Coal Consumer.

5.6 The TPSA(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Coal Producer or Coal Consumer including that provided by the TPSA. The TPSA will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TPSA/Subcontractors(s) with confidentiality.

5.7 The Coal Producer or Coal Consumer will provide to the Monitor Sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

5.8 The Monitor will submit a written report to the designated Authority of Coal Producer or Coal Consumer/Secretary In the department/ within 8 to 10 weeks from the date of reference or intimation to him by the Coal Producer or Coal Consumer or TPSA and should the occasion arise, submit proposals for correcting problematic situations.

6. Facilitation of investigation

6.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Coal Producer or Coal Consumer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TPSA and the TPSA shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Law and Place of Jurisdiction

7.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Coal Producer or Coal Consumer.

8. Other Legal Actions

8.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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9. Validity

9.1 The validity of this Integrity Pact shall be from date of its signing and extend up to two (2) years or the complete execution of the Tripartite Agreement to the satisfaction of both the Coal Producer or Coal Consumer and the TPSA, including warranty period, whichever is later.

9.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive, to come to an agreement to their original intentions.

10. The parties hereby sign this Integrity Pact at **CCL, HQ, Darbhanga House, Ranchi, Jharkhand-834029** on **21.11.2024**.

Coal Producer

..... Name of the Officer Dinesh Kr Gupta
..... Designation GM (M)
..... Name of Coal Producer General Manager(QM) C.C.L., Ranchi

Coal Consumer

21/11/24
..... Name of the Officer Naresh Kumar Kamboj
..... Designation
..... Name of Coal Consumer N.K. Kamboj SE/Fuel, DCRTPP

TPSA

..... Name of the Officer Pratik Prakash Srivastava
..... Designation Sr. Manager
..... Name of TPSA QACA

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The above is a suggested model. If Coal Producer, Coal Consumer and TPSA desire, they may execute the Integrity Pact with or without modification in the model given herein.

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SCHEDULE 3: PERFORMANCE SECURITY

Bank Guarantee Submitted:

BG No. – 02862GI3D2408033

BG Amount – Rs. 5,96,435.00

BG Date – 29/10/2024

BG Expiry Date – 29/10/2026

BG Claim Expiry Date – 29/10/2027

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SCHEDULE 4: EQUIPMENT SPECIFICATIONS

S.No.	Equipment	Range
1	Muffle Furnace (15X15X30 CC)	0 – 950 C
2	Muffle Furnace (15X15X30 CC)	0 – 1200 C
3	Air Circulatory Oven (60X60X60 – 5 racks)	0 – 250 C
4	Rough Balance	6 Kgs – 0.1 gms
5	Analytical Balance (1 which has direct connection with GCV analyser)	220 gms – 0.1 mg
6	Bomb Calorimeter with 0.001 deg temperature sensor with Printer connection and balance connection	
7	Humidity Chamber/ arrangement of EGCV for by Sulphuric acid bath through desiccator or similar arrangement	
8	Primary Jaw Crusher	Input 150mm – Output 50 mm Input 50mm – Output 12.5 mm
9	Secondary Jaw Crusher	Input 12.5mm – Output 3.35 mm
10	Pulveriser/Hammer Mill	Input 3.35mm – Output 212 micron
11	CRM of Benzoic Acid and Coal	
12	Moisture dish, Ash dish, VM crucible	
13	Oxygen gas, Nichrome wire, Thread,	

SCHEDULE 5: STANDARD OPERATING PROCEDURE FOR REFEREE SAMPLE ANALYSIS

i. Referee Sample shall be retained in double sealed condition duly signed by the representatives of Coal Producer and the representative of Coal Consumer along with the signature of TPSA representatives and kept in safe custody of TPSA at the loading point. The Referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. Disposal of the unchallenged referee samples will be done by TPSA after thirty (30) days under intimation to the Coal Producer and Coal Consumer with proper documentation of sample details.

ii. For safe custody of referee samples, locker of Godrej make or equivalent make shall be provided by Coal Producer at loading end. All the keys will be solely under the custody of TPSA.

iii. For more transparency in handling of referee samples, a separate room without any windows shall be provided by the Coal Producer for referee sample preservation, which will be under surveillance of CCTV round the clock by TPSA.

iv. Coal Consumer/Coal Producer may raise dispute, if any, within seven (7) days of the submission of result by TPSA.

v. In order to remove the randomness in challenging results through referee samples, the referee sample challenge will be submitted along with the challenging party's test reports.

vi. The challenging party will send email (for referee challenge) in reply to TPSA results. Challenging party shall also inform other party regarding the dispute. However, non receipt of information by other party shall not affect referee process.

vii. Referee sample shall be sent to any of the list of designated NABL accredited referee laboratories (referee labs) as decided by Apex Committee for second round of empanelment. Till the time the list is finalized by Apex Committee, the referee sample may be sent to designated NABL accredited referee labs carrying out referee analysis for existing third party sampling agencies. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.

viii. TPSA will process the request of referee sample analysis and dispatch the referee samples to referee labs on priority with advance intimation to both Coal Producer & Coal Consumer.

   a. TPSA will make the list of disputed cases received from Coal Producer and/or Coal Consumer for Referee analysis on fortnightly basis along with estimated advance amount to be paid to the Referee lab.

   b. The list & estimated advance amount will be communicated by TPSA to respective challenging party/ parties on fortnightly basis.

   c. Within ten (10) days of information of estimated advance payment as shared by TPSA, challenging party/parties will arrange the advance amount to be paid to the Referee labs and shall make such payment to TPSA's account within such timeline failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.

   d. Within five (5) days of receipt of advance payment from challenging party, TPSA will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party. In the event TPSA does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party shall have the right to deduct such payments from the monthly invoices raised by the TPSA as per Clause 3.1 (f) of this Agreement.

e. The advance payment to be made by the challenging party to the TPSA for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted as per Clause 3.1 (f) for computation of GST as per CGST rules. TPSA will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017.

f. TPSA, Coal Consumer and Coal Producer shall complete the coding, and TPSA shall make necessary arrangements for transportation of the referee samples to designated referee labs while the cost of such transportation shall be borne by the challenging party. TPSA will submit the disputed samples for analysis to the referee laboratories within thirty (30) days from date of challenge subject to the provisions of the Tripartite Agreement. In case of constraints/ exceptional cases, TPSA shall arrange transportation and amount will be reimbursed by the Coal Producer/Coal Consumer, as the case may be, within a period of one month after raising of bills by TPSA.

ix. The referee samples will be coded and decoded at a centralized place in respective TPSA lab, in case lab is far off, it may be arranged in nearby lab of Coal Producer/ Coal Consumer on mutually agreed basis and same will be recorded in writing. All the concerned parties shall have the right to be present at the time of coding / decoding. The centralized place must be under CCTV surveillance. The methodology of coding and decoding will be as per Annexure A below. The samples will be carried to the designated lab by TPSA representatives from the place of coding. Other parties may witness transportation of referee samples. The intimation for witnessing, coding/decoding and transportation from coding point to referred lab would be given in advance by TPSA to both Coal Producer & Coal Consumer.

x. TPSA will make necessary arrangements for analysis of referee samples. Cost of transportation charges for referee samples and referee samples analysis charges will be borne by the challenging party.

xi. All the samples disputed by the Coal Producer as well as Coal Consumer shall be transported for a particular fortnightly lot in one go and above charges shall be shared by Coal Producer and Coal Consumer on pro rata basis on number of referee samples

xii. TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, Coal Producer and Coal Consumer within fifteen (15) days from the date of receipt of the samples by the designated government NABL accredited referee lab subject to the provisions of the Tripartite Agreement.Non-adherence of the timeline by TPSA shall attract penalty as per Tripartite Agreement.

xiii. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer.

xiv. The findings of the referee sample shall be final and binding on both the Coal Producer and Coal Consumer.

Annexure A

Coding and decoding of Referee Samples

i. Identification of referee challenged samples, its number and the name of the challenging party with site will be assessed.

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ii. Referee Samples will be opened and a new code in place of original identification will be assigned in presence of authorized representative of Coal Producers and Coal Consumer. Coal Producer/Coal Consumer may witness the process, but no one including TPSA will be allowed to note/ photography/videography as a proof, just to maintain the secrecy of the sample.

During the process of coding, only the seal of the Referee packets will be broken and it will be sealed by a new random code by TPSA. This code will be noted by TPSA only on a piece of paper, which will finally be sealed in an envelope and kept in a safe locker with the signature of all concerned parties (nobody will be allowed to note or to take photographs/videography of the total process). Now the coded sample will go to the designated laboratory for analysis purpose.

iii. The representative of Coal Producer and Coal Consumer present during coding/decoding must be authorized by their competent authority.

iv. After getting the results of the sample from referee lab, TPSA will intimate the date and time of opening of sealed envelope and the same may be witnessed by Coal Producer/Coal Consumer. TPSA will e-mail scanned copy of the contents of envelope to all the parties concerned.

v. Finally, the results will be sent to all concerned by TPSA with the original details provided during collection of samples.

Following points to be considered for Software Based Double Blinding.

a) Gross samples collected in bags to be bar coded at site and send to sample preparation units.
b) Prepared samples to be packed in separate bags and again bar coded.
c) These samples to be sent to NABL Accredited labs identified in TPA and to be registered at sample registration desk.
d) Lab to generate a unique code against each sample thus received.
e) Upon completion of the analysis, results to be submitted to the lab registration desk against the unique code. Finally, the registration desk to report back the results based on the respective barcodes generated at the sample preparation sites.

In addition to above, TPSA shall implement and comply with any procedural mechanism for Double Blinding system as agreed by Coal Producer and Coal Consumer.

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SCHEDULE 6: SAMPLE REPORT TEMPLATE

RAIL/ MGR

Relative Humidity of laboratory(%): [.]
Temperature of laboratory(C): [.]

Sl.	Sample ID	Date of Collection	Date of Preparation	Date of sample receiving at laboratory	Railway rake/ MGR				Total Moisture %	Air-dried Basis			Equilibrated moisture basis (60% RH & 40 C)			Analysed Grade	Washery Grade (for coking coal)
					Quantity (Mt)	R.R No. / F. Note No.	R.R. Date	Declared Grade		M %	ASH %	GCV (Kcal/ kg)	M %	ASH %	GCV (Kcal/kg)		
1	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]

Note:

(i) Samples collected as per Tripartite Agreement dated [.]
(ii) Ash, Moisture & Total Moisture as per applicable BIS norms
(iii) GCV as per applicable BIS norms
(iv) Sulphur(s) value has been put in the bomb calorimeter as determined in the laboratory as per applicable BIS norms
(v) None of the experiment is performed by external service provider
(vi) This report should not be replicated or reproduced.

ROAD

Relative Humidity of laboratory (%): [.]
Temperature of laboratory(C): [.]

Sl.	Sample ID	Date of Collection	Date of Preparation	Date of sample receiving at laboratory	ROAD				Total Moisture %	Air-dried Basis			Equilibrated moisture basis (60% RH & 40 C)			Analysed Grade	Washery Grade (for coking coal)
					Quantity (Mt)	D.O. No.	D.O. Date	Declared Grade		M %	ASH %	GCV (Kcal/kg)	M %	ASH %	GCV (Kcal/kg)		
1	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]

Note:

(i) Samples collected as per Tripartite Agreement dated [.]
(ii) Ash, Moisture & Total Moisture as per applicable BIS norms
(iii) GCV as per applicable BIS norms
(iv) Sulphur(s) value has been put in the bomb calorimeter as determined in the laboratory as per applicable BIS norms
(v) None of the experiment is performed by external service provider
(vi) This report should not be replicated or reproduced.

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SCHEDULE 7: ENABLING CERTIFICATION FROM AREA

The Sampling and analysis can only be commenced by TPSA namely, **M/s. Quality Austria Central Asia PVT Ltd. Noida(UP)** after fulfillment of Clause 5.1(b), (installation of porta cabin with requisite facilities for sample preparation) of TPA by TPSA and accordingly confirmation from concerned Area's.

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