

Dated: 29th April, 2022

Dear Sirs,

**NOTICE INVITING TENDER
FOR SUPPLY OF 50,000 MT \pm 5%
IMPORTED STEAM COAL OF
INDONESIAN/SOUTH AFRICAN/AUSTRALIAN/ANY OTHER ORIGIN
(SUPPLY ON EX-PORT RAKE LOADED BASIS
OR FOR-PLANT DELIVERED BASIS)**

TENDER No: DIL/CI/22-23/02

A. INTRODUCTION:

We, Dhariwal Infrastructure Limited ("DIL") wish to procure 50,000 MT \pm 5% of Imported Steam (non-coking, thermal) coal generally of Indonesian/South African/Australian/Any Other origin on FOR-Plant delivered basis or Ex-Port Rake Loaded basis, latest by first week of June 2022 for our 2x300 MW Thermal Power Project at C-6, Tadali Growth Centre, MIDC, District: Chandrapur, Maharashtra ("**Plant**", **having siding Code: MDIT**).

In this context, offers are being invited for supply of the same on the basis of General Terms, Conditions and Related Information provided in this document.

B. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:

General Conditions mentioned hereunder are **mandatory & must be complied with**, to avoid rejection of the offer/s.

1. **Sealed** offers to be submitted on or prior to the "Due Date". **Faxed/Emailed offers or Bids received after the "Due Date" shall be rejected without further reference.**
2. Bidders **may submit multiple offers for each type of coal** as specified under Section E.1 below.
3. Offer **must be** submitted in accordance with the "**2-Part Bid submission format**" attached hereto (Part-I & Part-II).
4. Each of the two parts (Part-I - "Pre-Qualification Bid" and Part-II - "Quality Parameters, Supply Information & Price Offer") shall be sealed in Two Separate Envelopes (Note: In the event of non-acceptance of certain Terms in Part-I, the Bid may be rejected and Part-II may not be opened).

5. Envelope containing Part-I & Part-II shall be sealed in a Third envelope which **must quote** the **"Tender Number"** as mentioned above and the **"Name & Address"** of the Bidder on the cover.
6. **Validity:** All offers must remain valid for our acceptance/negotiation for 3 working days after the Last Date of Submission.
7. **Last Date of Submission:** **1600 Hours, May 5, 2022**
8. **Address of Submission:** **Attn: Pulak Nandy
Dy General Manager (Operation Services)
Dhariwal Infrastructure Limited
CESC House, 1st Floor,
Chowringhee Square,
Kolkata: 700 001**

C. MINIMUM QUALIFICATION CRITERIA:

- i) The bidder should have experience in supplying at least **1 Million Metric Tonne of Imported Non-coking Coal in each of last two financial years to any Industrial Utility in India directly or through PSU**. In support of the above, the Bidder must enclose Performance Certificate or copies of BLs or Invoices evidencing the above quantity.
- ii) The Bidder shall have pre-qualification requirement in his/its name. Consortiums are not permitted.

However,

- a) DIL reserves the right to verify all or any of the above. Bidder to extend full co-operation for this.
- b) Subject to DIL being satisfied about the bidder's capability to execute the supply in totality, the above conditions may be relaxed at DIL's discretion.

D. EMD:

Bidders satisfying Pre-Qualified Criteria, shall also be required to furnish a Bank Guarantee in the prescribed format from any scheduled bank or Bank Draft unless DIL, being satisfied about the bidder's capability to execute the supply in totality, the above condition may be relaxed at DIL's discretion.

E. COAL SPECIFICATION & SHIPPING DETAILS:

1. Specification:

DIL, at its discretion, intends to purchase any of the following types of Imported thermal coal of the desired general specification (ASTM Basis), as given below:

a) Indonesian Origin/South African/Australian non-coking coal

Parameters	Indonesian Origin	South African Origin	Australian Origin
GCV (ARB) Kcal/Kg (Guaranteed)	4600 +	4600 +	4600 +
TM% (ARB) (Guaranteed)	< 32%	< 12%	< 12%
ASH % (ADB)	< 12%	< 28%	< 28%
VM % (ADB)	35% ~ 42%	22% ~ 27%	22% ~ 27%
HGI	45 – 60	45 - 60	45 - 60
Sulphur (ADB) (Guaranteed)	< 1%	< 1%	< 1%
Ash Fusion Temp – IDT	> 1150° C	> 1150° C	> 1150° C

* 0~200 Desired | 0~50 Acceptable | Size 0-10 mm not to exceed 25%

b) Coal of any Other Origins, subject to technical acceptance

Note: Offers for grades other than Indonesian, South African or Australian origins shall be subject to technical acceptance. Detailed specifications, analysis reports to be submitted for approval.

Bidders may offer for all grades; selection of grade shall be at our discretion.

2. **Shipping Details:**

For the purpose of evaluation, the following may be considered:

- a. **Delivery from Port:** Ex-port Rake Loaded Basis: Kakinada Seaport or Krishnapatnam Port only
FOR- Landed at DIL Plant Basis: Kakinada or Krishnapatnam Port only
- b. **Load Port:** (Supplier to Indicate)
- c. **ETA Disport/Delvy Sch:** i. Vessel (if applicable) to arrive latest by May 2022
ii. Rake arrival (BoxN only) at Plant to commence from 1st week June 2022 as per Plant schedule for supply on either Basis as in 2.a.
- d. **Cargo Size:** Full/Part Shipment of 50,000 MT \pm 10%
- e. **Rules & Regulations:** For supplies on Ex-Port Rake Loaded Basis or FOR-Landed at DIL Plant basis, Bidders must also familiarize themselves with rules & regulations applicable for the railway rake deliveries, railway logistics plans, routes, loading rules etc. for ensuring delivery to DIL Plant without any hindrance or delay and Bidders shall be responsible for effecting deliveries within the scheduled delivery period.

3. **Source of Supply:**

- a. Source Mines must be acceptable to DIL. Accordingly, DIL may request further information pertaining to quality of product, mine operations etc. of any of the source mines offered and subsequently, shall reserve the right to accept or reject such mine/s.
- b. With regards to clause 3.a above, it may be noted, following Indonesian Mines and/or Mine Locations are not acceptable to us:
 - Mines located in North Barito region
 - Mines located in West Kalimantan
 - PT Manambang Muara Enim
 - PT Sumber Rejecki Ekonomi
 - Pt Jhonlin
- c. Supplier may indicate up to a maximum of 3 Alternate Source Mines per grade-wise (if applicable) bid for our acceptance. However, offers for supply of coal from multiple sources & blended on mother vessel shall be rejected.
- d. Bidder to submit COA of the grade of coal to be supplied.
- e. For ex-stock cargo at Disport, Bidder to submit copies of Load port & Disport CoA along with offer for evaluation.

D) SCOPE OF WORK:

Supply of 50,000 MT +/- 5% of Imported steam Coal as per given specifications. The shipment shall reach Disport and cargo cleared in all respect, for dispatch by Railway wagons (BoxN only), to reach DIL Plant within the stipulated time.

For supply on ex-Port rake loaded basis, you shall be responsible for indenting, timely placement and dispatch of BoxN railway rakes to DIL, such that desired delivery schedule is maintained. On completion of loading but before dispatch, you shall arrange to cover all wagons by tarpaulin sheets which should be tied & secured properly (if we give the clearance for the same). Enroute security, if felt necessary, shall be arranged by us.

For supply on FOR-DIL Plant delivered basis, you shall be responsible for indenting, timely placement, dispatch & delivery of BoxN railway rakes to DIL, such that desired delivery schedule is maintained.

Any & all other related services, unless specifically excluded & mentioned, and which may require to be carried out for successful performance, shall be deemed to be your responsibility.

E) COMMERCIAL CONDITIONS:

1. **Quantity of Coal:**

- a. The quantity of Coal to be sold and purchased under this enquiry shall be as follows:

a) For delivery on FOR Plant delivered basis:

- (i) The quantity of Coal shall be determined on the basis of weighment at Plant's Static weighbridge.
- (ii) Net weight received at Plant shall be arrived by deducting gross weighment of the wagons carried out at Plant Static weighbridge with Tare Weight of the wagon measured by Plant's Static weighbridge. No empty rake weighment shall be considered for arriving at net weight received at Plant.
- (iii) In case the weighbridge at Plant is non-functional, the 'Actual Weight' mentioned in Railway Receipt (RR) shall be taken for those unweighed wagons as receipt quantity. In case rakes are unweighed at both ends, average weight of other weighed rakes supplied shall be taken as receipt quantity.

b) For delivery on ex-Port rake loaded basis:

- (i) The quantity of Coal shall be determined on the basis of weighment at Port's Static/In-motion weighbridge subject to below Clause b)(iv).
- (ii) In case wagons are unweighed at Port end, then the quantity of Coal shall be determined on the basis of weighment at Plant's Static weighbridge.
- (iii) Net weight received at Plant shall be arrived by deducting gross weighment of the wagons carried out at Plant Static weighbridge with Tare Weight of the wagon measured by Plant's Static weighbridge. No empty rake weighment shall be considered for arriving at net weight received at Plant. In case rakes are unweighed at both ends, average weight of other weighed rakes supplied shall be taken as receipt quantity.
- (iv) Notwithstanding above, the quantity of coal shall be determined on the basis of weighment at Port's static/in-motion weighbridge, subject to maximum difference of (-) 0.5% between RR Actual Weight and DIL Plant Weight on the aggregate quantity supplied.
On aggregate basis, if the shortage, as determined at the plant weighbridge, is greater than 0.5%, then a penalty shall be imposed for the short quantity exceeding the 0.5% tolerance, calculated on the basis of the price of coal per Metric Ton.

2. **Quality Analysis:**

- a) A mutually acceptable independent inspection agency (IIA) (IGI or SGS) shall be appointed by DIL for sampling & analysis as per ASTM standard.
- b) Sampling shall be done at DIL Plant end from each rake for FOR-Plant Landed basis and at Port end from wagons for ex-Port rake loaded basis.
- c) Samples collected by IIA shall be divided into three parts. One lot for Analysis, One lot to be handed over to us and another to be kept as Referee Sample which shall be referred in the event of any quality related dispute between parties except for TM.
- d) Analysis shall be done at IIA's NABL accredited laboratory.
- e) DIL may at their discretion & cost, can appoint Inspection agent at disport prior to rake dispatches. Seller shall cooperate with them in this regard.

3. **Guarantees & Penalties:**

- a. Penalties on Guaranteed Parameters shall be applicable on the basis of Third-Party Analysis by the Independent Inspecting Agency (IGI or SGS) at **Discharge Port (for**

ex-Port Rake Loaded basis) or at DIL Plant (for FOR-Plant delivered Basis supplies) to be appointed by us, as applicable.

- b. Before dispatch of cargo on either basis, Guaranteed Parameters shall be assessed by IIA at Disport while discharge of the ship or stack-sampling at Port, to ascertain that the parameters are within the rejection limits.
- c. Penalties shall be applicable on the following guaranteed quality parameter (As determined by mutually agreeable Independent Inspecting Agency of international repute:
 - i. GCV (As Received Basis – GAR) – As Prorated Price Penalty including double penalty, if applicable. (For the purpose of clarity, please note, typically single penalty shall apply up to 150 Kcal/Kg below guarantee and double penalty up to 300 Kcal/Kg. Rejection beyond less than 300 Kcal/Kg of Guaranteed GAR).

Note: Please do not mention a "Range" for above quality parameter.

- d. Apart from the Penalties under C1.c.i, rejection criteria shall also apply for excessively low VM, High TM/Sulphur. Additionally, Size (-10 mm in excess of 25%) **may also include rejection criteria.**
- e. **No Premium/Bonus** shall be payable for supply with "Better than Guaranteed" specification.
- f. Quality Analysis Reports at Disports shall include (i) Ultimate Analysis; (ii) Ash Analysis; and (iii) AFT, over and above those in our standard PO. It is being clarified that apart from AF-IDT which is to be guaranteed, these are for our information only.

4. **Liquidated Damages:**

Further for supplies on landed basis, in the event rake arrivals at plant is delayed by more than 7 days from agreed scheduled arrival, Liquidated Damages shall apply @ 0.5 % of the basic price per day for the said rake subject to a maximum of 5%. In the event rake arrivals are delayed by more than 10 days, DIL at their discretion may cancel the contract and/or arrange for alternate supplies as per Risk Purchase Clause terms applicable.

5. **Price Quote:**

(i) Ex-Port rake loaded basis

- a. **Total Price** in INR per MT.
Offered price shall be inclusive of all costs, taxes, duties, cesses, customs duties, port charges, crane charges, clearing & forwarding charges, stevedoring, handling charges, plot rents, vessel related costs, demurrage costs, insurance charges and all other associated charges viz. cost of protection, preservation of cargo, security escort charges, dock & harbor dues and other incidental/necessary expenses which are customarily payable or required to be incurred till loading on to railway rakes. Railway Freight shall be reimbursed at actuals.
- b. **GST** Rate applicable to be quoted.

(ii) **FOR - Landed at Plant Basis**

- a. **Landed Price** in INR per MT delivered at DIL Plant, Chandrapur.
Offered price shall be inclusive of all costs, taxes, duties, cesses, customs duties, port charges, crane charges, clearing & forwarding charges, stevedoring, handling charges, rents, vessel related costs, demurrage costs, insurance charges and all other associated charges viz. cost of protection, preservation of cargo, security escort charges, dock & harbor dues and other incidental/necessary expenses which are customarily payable or required to be incurred till delivery at DIL Plant including Rail Freight but excluding GST which shall be payable extra.
- b. **GST** Rate applicable to be quoted.

Note: No other charges other than above mentioned Price & GST, shall be payable.

6. **Payment Terms & Supply Basis:**

- A) Payment shall be made in INR through a Sight Letter of Credit (LC) opened in your favour for the Shipment. Such LC shall be opened on a scheduled bank in India acceptable to you and shall be freely negotiable at your nominated bank. **Confirmation, if any, will be at the cost and request of the beneficiary.**

We shall establish the said LC, which shall be sufficient to cover the minimum deliverable quantity of the Shipment under our purchase order, i.e. 50,000 MT value of the cargo, subject to receipt of an acknowledged copy of the Purchase Order.

The LC shall be in a form consistent with standard banking practice and acceptable to you. The LC shall provide for presentation of documents, as per Clause below, at the counter of negotiating bank for negotiation.

- B) The following documents are required for the Letter of Credit negotiation for the invoice value:

(a) Payment of 90% Invoice:

- i. One original and two copies of your commercial invoices
- ii. Copy of RR evidencing Actual Weight. In case of non-weighment at Port weighbridge, copy of Weighment Certificate from DIL Plant.
- iii. Copies of import documents evidencing ownership: BL, COO, Bill of Entry (price values may be blanked off) for the cargo supplied.

(b) Payment of 10% Invoice:

- i. One original and two copies of your commercial invoices with price adjustments, if any.
- ii. Copy of RR evidencing Actual Weight. In case of non-weighment at Port weighbridge, copy of Weighment Certificate from DIL Plant.
Copy of Certificate of Sampling & Analysis issued by IIA at DisPort (Weighted average).

F) EVALUATION BASIS:

Accepted Offers shall be evaluated on the following basis –

1. Low landed cost on unit heat value basis (Rs/Giga Cal) as delivered to our Power Station (all inclusive)
2. Specification & technical suitability
3. Preference shall be on supply of coal on 'FOR Plant delivered basis'

G) SPECIAL CONDITIONS:

Notwithstanding anything mentioned herein above, DIL reserve the right to –

1. Decide on the quality of coal to be imported.
2. Cancel/withdraw/modify this Invitation for Bid, partially or fully, without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
3. Negotiate with selected bidder (Selected on the basis of Techno Commercial offer)
4. Purchase Order placed on successful Bidder shall be in accordance with our standard terms & conditions. Your participation in the Tender shall mean your acceptance of our standard terms & conditions.
5. As Proof of Ownership, seller shall submit copies of the following documents of the Coal to be supplied to Buyer under the terms of the PO:
Bill of Lading (with endorsements, if any),
Certificate of Origin,
Load port Certificate of Sampling & Analysis,
Copy of Invoice (CIF/FOB and F&I),
Copy of Customs cleared Bill of Entry

H) INDEMNITY:

The Supplier assumes responsibility for and shall indemnify and save harmless DIL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Supplier's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Supplier in connection with performance of the Scope of this Contract. Supplier to take sole control of the defense of such claims. The Supplier shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify DIL. DIL shall not in any way be responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Supplier under this Contract.

I) SETTLEMENT OF DISPUTES:

A) Disputes, Differences, Questions on issues other than Quality Related:

- i. If at any time, any questions, disputes or differences other than relating to quality of coal, arise between the parties, in connection with or related to this Purchase Order, both parties at first instance shall attempt to resolve the dispute through dialogue and/or written correspondence. The mutually agreeable decision through such process shall be minuted & signed by authorized representatives of both the parties and shall be given effect to.

- ii. If at any time, any questions, disputes or differences other than relating to quality of coal, arise between the parties in connection with or related to this Purchase Order, which could not be resolved through the process of Dispute Redressal above, either party shall, as soon as reasonably practicable, give to the other party notice in writing of the existence of such question, dispute, or difference specifying its nature and the points at issue, and the same shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 by Sole Arbitrator, appointed mutually by DIL and you. The award shall be speaking award accepting or rejecting full or in part, the claims and counter claims of the party's item-wise with reasons. The language of arbitration shall be English and venue shall be at Kolkata, West Bengal, India.
- B) If at any time, any questions, disputes or differences about quality of coal (Quality Dispute) arise between the parties that relate to the quality of coal, as applicable the referee sample held by the Independent Inspecting Authority, will be used to re-analyse and determine the quality of coal through a mutually agreeable & reputed test laboratory/company.

J) RISK PURCHASE:

In the event of Seller's failure to execute the order as per the delivery schedule and other terms and conditions stated in the Purchase Order including amendments if any (together the "PO"), Buyer, with prior written intimation to Seller, shall reserve the right to purchase the material of similar grade & quality from other source(s) at Seller's cost and risk, either in whole or in part, which Seller failed to deliver. In such case, Buyer shall cancel or short close the Order placed on Seller in full or in part and raise a debit note on Seller for the differential cost between the alternative arrangements and Seller's Order value (on quantity & delivered energy cost adjusted basis), including all incidental charges, However, claim for all such incidental charges shall be subject to both Parties agreeing. In case the procurement cost through alternative source(s) becomes lower, no benefit on this account shall be passed on to Seller.

Notwithstanding the actions as stated above, Buyer reserves the right to terminate business dealings with Seller in future.

K) TERMINATION:

DIL on its discretion, reserves the right to terminate the Contract either in part or in full. DIL shall in such an event give one week notice in writing to the Supplier of his decision to do so.

Thanking you,

Yours Sincerely,
Anindya Dhar
Authorised Signatory
Dhariwal Infrastructure Limited
Email: anindya.dhar@rpsg.in
Contact no.: 9903010747
Encl: Bid Format: Part-II

PART – II
QUALITY PARAMETERS, SOURCE INFORMATION & PRICE OFFER

TENDER REFERENCE: DIL/CI/22-23/02

- IMPORTANT:** 1. ALL INFORMATION **MUST** BE FILLED UP/PROVIDED
2. BID SERIAL NUMBER TO BE FILLED IN IF MULTIPLE GRADES BEING OFFERED

OFFER SERIAL (IF APPLICABLE): OF

BIDDER INFORMATION:

BIDDER'S NAME:	
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SOURCE DATA: (MULTIPLE/OPTIONAL MINES ACCEPTABLE FOR SAME GRADE)

COUNTRY OF ORIGIN:	
NAME OF MINE/S: (MAXIMUM 3)	1. 2. 3.
LOADING PORT/S & DISPORT:	1. 2. 3.

SPECIFICATION: (ASTM BASIS)

GCV (ARB) KCAL/KG MIN		SULPHUR (ADB) MAX%	
TOTAL MOISTURE (ARB): MAX %		VM (MIN – MAX) ADB %	
INHERENT MOISTURE (ADB)%		HGI	
ASH FUSION (INITIAL DEFORM.)		ASH(ADB): MAX %	
SIZE: (-50, -200 ETC)		SIZE: MAX % -3MM	

- PENALTY & REJECTION APPLICABLE TO "BLUE" (PENALTY OVER GUARANTEED SPECIFICATIONS FOR GAR, TM, ASH & SULPHUR.
- ONLY REJECTION APPLICABLE TO "RED"

- PLEASE MENTION ABSOLUTE VALUES FOR ALL (EXCEPT IM, VM & HGI WHICH MAY HAVE RANGES)

PRICE IN INR/MT:

FOR-PLANT LANDED PRICE /EX-PORT RAKE LOADED PRICE (INR/MT)	CLEAN ENERGY CESS (INR/MT)	GST %	TOTAL PRICE INR/MT	OFFERED QUANTITY & DIL PLANT RAKE ETA

REMARKS, IF ANY:

SIGNATURE & SEAL: _____

DATED: | | 2022