RP - Sanjiv Goenka Group
Growing Legacies

Dhariwal Infrastructure Limited
CIN:U70109WB2006PLC111457

BIDDING DOCUMENTS
FOR

PROCUREMENT OF 50,000 MT (+/-20%) OF DOMESTIC COAL FOR DHARIWAL INFRASTRUCTURE LIMITED AT CHANDRAPUR, MAHARASHTRA

BIDDING DOCUMENT NO.: DIL: HO: COAL: 4731 Dated: 25-08-2026

(This document is meant for the exclusive purpose of bidding against this Bidding Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

DHARIWAL INFRASTRUCTURE LIMITED

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:

(a) **"Coal"** wherever used in these Bid documents shall mean and include "Domestic Coal of Indian origin".

"Domestic coal of Indian Origin" means bituminous coal mined within the territorial boundary of India

(b) **"Contract"** means the Purchase Order/Service Order/ Contract Agreement entered into between DIL and the Contractor, together with the Contract Documents and General Purchase Conditions (GPC) referred to therein; shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

(c) **"Contract Documents"** The following documents shall constitute the Contract Documents between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract:

(i) This Contract Agreement and the Appendices hereto
(ii) Letter of Award.
(iii) Bidding Documents.
(iv) The Bid and the Price Schedule submitted by the Contractor.

(d) **"GCC"** means the General Conditions of Contract hereof. **"GPC"** means the General Purchase Conditions.

(e) "**Contract Price"** means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(f) "**Bidder(s)"** or "**Successful Bidder(s)"** or "**Seller" or "Supplier"** means the party to whom the Invitation for Bid is issued and who submits its Bid.

(g) **"Contractor"** means the person(s) who's bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

(h) **Government** means the Government of India.

(i) **Local Currency** means the currency of the Government of India i.e. Indian Rupees.

(j) **"Party"** means DIL or Bidder(s), as the case may be, and **"Parties"** means both of them.

(k) **Personnel** mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.

(l) **Services** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents or Contract.

(m) **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg.

(n) **Quarter** - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter

"Day" means calendar day of the Gregorian Calendar

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"Fortnight" means a continuous period of 15 days reckoned from the day 1 and subsequent period of 15 days after completion of previous fortnight shall be treated as following fortnight

(o) "**Month**" means calendar month of the Gregorian Calendar.

(p) "**DIL"** means the company M/s Dhariwal Infrastructure Limited

(q) "**DIL Power Station"** or **"Power Station"** or "**Station"** means Dhariwal Infrastructure Limited Generating Station.

(r) "**Owner"** or "**EMPLOYER"** or **"Buyer"** or **"Purchaser"** means the company M/s Dhariwal Infrastructure Limited.

(s) "**CIL"** means Coal India Limited.

(t) "**SCCL"** means Singareni Collieries Company Limited

(u) **"BOQ"** or **"Price Bid"** or **"Price Schedule"** mean the priced and completed Bill of Quantities forming part of Contract defined in Clause 2.6.V of Section-II (Instruction to Bidder(s))

(v) **"Independent Engineer"** or **"IE"** means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of the State and not in the full-time employment of the Company.

(w) **"Equilibrated Moisture"** or **"EM"** means moisture content, as determined after equilibrating at 60% relative humidity (RH) and 40 degree Celsius as per the relevant provisions (relating to determination of equilibrated moisture at 60% RH and 40 degree Celsius) of BIS 1350 of 1984 or amendment thereof.

(x) **"ARB"** or **"As Received"** basis means As Received (or as sampled) Basis (ar) – the analysis result calculated based on the total moisture of the sample. That is moisture condition of the coal sample when it arrived at the testing facility.

(y) **"ADB"** or **"Air Dried"** basis means analysis result is calculated based on the moisture level of coal after air drying it to room humidity.

(z) "**Total Moisture**" means the total moisture content (including surface moisture) expressed as percentage present in Coal and determined on as received basis in pursuance to BIS 1350 of 1984 or amendment thereof.

(aa) **"TPS"** means Third Party Sampling Agency appointed by DIL at plant end.

(ab) **"IS"** means IS Standard 436 (Part 1) Section 1 (1964) applicable for Manual Sampling and IS 1350-1 (1984): Methods of Test for Coal and Coke or their amendments thereof.

(ac) " Landed Coal Price" mean coal price at DIL plant end, which include Coal cost , Transportation cost/ Handling cost including GST in Rs/MT

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SECTION– I

INVITATION FOR BIDS (IFB)

DETAILED INVITATION FOR BIDS

DHARIWAL INFRASTRUCTURE LIMITED

INVITATION FOR BIDS (IFB)
FOR
PROCUREMENT OF 50,000 (+/-20%) **METRIC TONNES OF DOMESTIC COAL OF INDIAN ORIGIN FOR DHARIWAL INFRASTRUCTURE LIMITED GENERATING STATION AT CHANDRAPUR, MAHARASHTRA**

(Domestic Competitive Bidding)

Bidding Document No.: DIL: HO: COAL: 4731
Date: 25-08-2026

1.0 DIL Limited issues Invitation for Bids (IFB) for bids on Single Stage Three Envelope bidding basis (Envelop I: EMD, Envelope-II: Techno-Commercial Bid & Envelope-III: Price Bid) from eligible Bidder(s) for aforesaid Package, as per the Scope of Work mentioned hereinafter.

DIL (hereinafter referred to as DIL or the Owner or Purchaser or Employer) have requirement of 50,000 (+/-20%) Metric Tonnes of Domestic Coal of Indian origin by **Road mode only** of specifications given in Section-IV of Bidding Documents, at DIL Power Station.

1.1 SCOPE OF WORK

The Successful Bidder(s) shall supply domestic coal of Indian origin sourced from Indian coal mine(s) to DIL power station at DIL Generating Station.

Bidder(s) shall declare as part of their bids, the coal mine(s) from where they are intending to supply coal, as per format enclosed in the bidding documents. Successful Bidder(s) shall take prior approval of DIL for supplying domestic coal sourced from any other coal mine(s) which were originally not declared in their bid.

a **By Road**
Successful Bidder(s) shall be solely responsible for arranging Trucks & Payloader for road transportation and delivery at DIL plant.

The detailed Scope of Work shall be as per Section- IV of Bidding Documents.

1.2 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** offer, clearly mentioning the Bid Number and Bidder(s)' name and address, to be submitted on or prior to the "Due Date".
Faxed/E-mailed Offers or Bids received after the "Due Date" shall be rejected without further reference.

2. **EMD, Technical bid** and **Commercial Bid** shall be enclosed in three separate closed and sealed envelopes properly marked.
These three envelopes shall be enclosed in one covering envelope containing the name of the Bidder(s) and Contact Details.

3. **Bid Selection Process:** The technical bids shall be opened first and evaluated. The price bid of only those Bidder(s) shall be opened who have successfully qualified in the technical bid.

4. All pages of the Bid comprising of Technical & Commercial Bids and Information/Documents as specified in Annexure III should be signed and seal affixed as a mark of acceptance of the terms and conditions of the NIT.

5. **Validity:** Bid shall remain open for acceptance by the Owner for a period of thirty (30) days from the last date of opening of the Bid.
During this period the Bidder(s) shall not withdraw or amend his Bid. The quoted prices shall remain firm till completion of the contract.

6. **Last date of Submission: 11:00 Hours, 31/08/2026.**

7. **Address of Submission:** Sr. Vice President (Fuel Management), Dhariwal Infrastructure Limited; CESC House, 1st Floor, Chowringhee Square, Kolkata-700001.

8. DIL reserves the right to cancel/withdraw/modify this NIT, partially or fully, without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

9. DIL reserves the right to place the order on one or more Bidders by splitting the total quantity of supply, at its own discretion.

10. DIL reserves the right to negotiate with selected Bidder(s) (selected based on Techno Commercial offer)

11. Any query / clarification regarding this Notice to be addressed to Sr. Vice President-Fuel Management, DIL in the following email address dhariwalcoaltender@rpsg.in latest by **17:00 Hrs of 28th August, 2026** beyond which no query /clarification shall be entertained.

1.4 BIDDER(S) QUALIFYING CRITERIA (TECHNICAL BID):

1. **Nationality of Bidders:** Only Indian National Companies, duly incorporated under the Companies Act, 2013, or previous Companies Acts, are permitted to participate in this NIT.

2. **MSME Norms Applicability:** Micro, Small, and Medium Enterprises (MSME) norms, as per the Micro, Small and Medium Enterprises Development Act, 2006, will not be applicable to this specific NIT.

3. **Experience Requirement:** Only Bidder(s) with demonstrated and relevant experience in similar work shall be eligible to submit their offers.

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4. **Joint Venture Prohibition:** Joint ventures are strictly not permitted to participate in this bidding process.

5. **Coal Supply Experience:** The Bidder(s) must have successfully supplied a minimum quantity of domestic coal, not less than **2,00,000** (**One Two Lakh**) Metric Tonnes, to any State / Central Genco / Independent Power Producer (IPP) / Captive Power Plant (CPP) in India, in any one of the last three financial years (2023-24, 2024-25, and 2025-26). Bidder shall have experience for supply of minimum 50,000 Mt/month in a month in Road mode. Detailed despatch/experience certificates and/or Work Order (WO) copies must be provided as supporting evidence. Experience of supply of Imported coal (any coal other than coal of Indian origin) will not be considered.

6. **Past Performance Record:** Any Bidder(s) who has/have previously failed to satisfactorily perform any supply/service contract awarded by DIL Ltd or its Subsidiaries will not be permitted to participate in the Bidding Process, at the sole discretion of DIL.

7. **Affidavit of Non-Debarment/Non-Blacklisting:** The Bidder(s) shall be required to submit an affidavit from a 1st Class Judicial Magistrate, explicitly stating that they, or their wholly owned / majority subsidiary, are not debarred or blacklisted by DIL or any other customer at the time of submission of this bid.

8. **Financial Solvency and Net Worth:** The Bidder(s) must be solvent and not have been declared bankrupt. They shall possess a positive net worth of INR **Forty (40) Crores** as on the bid submission date. A Certificate from the Statutory Auditors of the Bidder must be attached. The last two years' financial statements, including balance sheets, a summary of the last two years' turnover, Profit & Loss (P&L) statements, Gross Profit, and Profit After Tax (PAT), duly attested by the Director/Key Managerial Personnel (KMP) of the Bidder, are mandatory submissions.

9. **DIL's Right to Assess Credibility:** Notwithstanding any of the above clauses, DIL reserves the right to assess the credibility, capability, and capacity of the Bidder(s) to perform the contract, should circumstances warrant such an assessment in the overall interest of DIL. The Bidder(s) shall furnish all required documents to DIL, as desired from time-to-time.

10. **Purchaser's Right to Seek Additional Information**: The purchaser also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder(s).

11. **Restriction on Participation of Related Parties and Multiple Bids:**

    Prohibition of Multiple Bids by Related Parties: No Bidder, or any of its Related Parties (as defined under the Companies Act, 2013), shall be permitted to submit more than one bid, whether individually or as part of a consortium/subsidiary, for the same tender. If it is found that a person controls

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(directly or indirectly) multiple entities submitting bids, or is a Related Party to more than one bidder, then all such bids shall be liable for rejection.

For the purposes of this clause:

- The term **'Related Party'** shall have the meaning assigned to it under Section 2(76) of the Companies Act, 2013, including any amendments thereto.
- The term **'Control'** shall have the meaning assigned to it under Section 2(27) of the Companies Act, 2013, including any amendments thereto, which includes the right to appoint a majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- Compliance to this provision shall be confirmed by the bidder through **Annexure - IV.**

1.5 Time lines regarding Bid

Bidding Document No. **DIL: HO: COAL: 4731**	
Last date for receipt of Queries from Bidder(s) (if any)	**28/08/2026 by 17:00 Hrs**
Last date for submission of bid	**31/08/2026 11:00 Hrs (IST)**

Date and Time for opening of Price Bids shall be intimated separately to the bidder(s) whose Techno-Commercial Bid(s) is/are found to be acceptable

SECTION- II

INSTRUCTION TO BIDDER (ITB)

DIL invites bids from eligible Bidder(s) for subject Package, as per the Scope of Work mentioned in Technical Specifications.

2.1 BID DETAILS

i) The Bid shall be submitted in a Sealed Cover comprising of three Sealed Covers, labelled

(a) Part – I: Earnest Money Deposit

(b) Part – II: Technical Bid

(c) Part – III: Commercial / Price Bid

ii) The Technical Bid Envelope shall contain the following documents: -

I. PAN card

II. Valid GST Certificate

III. ITR for assessment year for the last three financial years.

IV. Valid PF code.

V. ESI registration Certificate.

VI. Experience Certificate (Original) / Work order Copy towards qualifying requirement as stipulated in Clause 1.4 of Section 1 (IFB)

VII. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for the last three financial years.

iii) The above details shall be submitted as part of the Technical Bid. The format provided for Technical Bid (Annexure I, Section V, Annexures, Forms & Formats) shall be filled and enclosed along with documents contained in the Technical Bid. The information provided in this format shall be substantiated with supporting documents which shall be verified by DIL.

iv) Bidder(s) must fill/quote for all items mentioned in the technical and price bid format with all cells filled-up before submitting. Non-submission of this sheet and partial quoting will lead to rejection of the bid.

v) The entire offer to be submitted by the Bidder(s) should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the Bid norms stipulated in the Bid documents. Bidder(s) are, therefore, requested to thoroughly scrutinize the entire Bid document and seek clarifications if required before submission of Bid.

vi) Conditional and incomplete Bids shall be summarily rejected.

vii) DIL reserves the right to place the order on one or more Bidder(s) by splitting the total quantity of supply, at its own discretion.

viii) DIL reserves the right to reject any bid or all Bids received at its discretion without assigning any reason whatsoever. DIL is not bound to accept the lowest offer.

ix) The Bidder(s) shall submit any other document(s) on demand of DIL within a specified time frame. If any deviation is detected in the hard copies submitted or if any Bidder(s) fails to produce original / certified copies of documents like Work Completion, it may be treated as submission of false

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documents by the Bidder(s) and DIL may take decision to ban the Bidder(s) in participating in future Bids.

x) All the submitted documents will have to be attested by the Bidder(s) with official seal of the agency / company.

xi) The Bidder(s) is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof.

xii) A Copy of the Bid Document, signed and attested by the Bidder(s) on each page, shall be submitted along with the Technical Bid as unconditional acceptance of the Terms and Conditions contained therein.

xiii) Any document required by DIL in addition to the documents submitted by the Bidder(s) shall become the property of DIL and DIL shall have no obligation to return the same to the Bidder(s) for any reason whatsoever.

2.2 EMD AND SECURITY DEPOSIT

I. **EMD:** The Bidder(s) shall furnish EMD for an amount of **Rs. 10,00,000/-** (Rupees Ten Lakhs only) favouring "M/s Dhariwal infrastructure Limited, payable at Kolkata" while participating in the bidding process. The EMD shall be submitted in the form of Demand Draft and should be **placed in a separate envelope.** Bids received without EMD will be treated as non-responsive and summarily rejected.
Waiver of EMD deposit will not be entertained.

The submitted DD/amount will be refunded in case the Bidder(s) does not qualify in the Technical and / or Price bid within a period of 7 days. In case the Bidder(s) is/are awarded the Job Contract and the same is not accepted by the Bidder(s), then this DD/amount will be forfeited. If the Bidder(s) is/are awarded the WO and the same is accepted then this DD/amount will be refunded back to the Bidder(s) after award of the order and receipt of Security Deposit as mentioned in Clause II below.

II. **SECURITY DEPOSIT:** For due performance of the contractual obligation, the Bidder(s) will have to furnish Bank Guarantee in favour of "M/s Dhariwal infrastructure Limited, payable at Kolkata" for **5% of the contract value inclusive of all taxes** from any Nationalized Bank or Private Bank located at Kolkata, West Bengal within 7 working days after issuance of 'Letter of Intent'. **Bank Guarantee from Co-operative Banks will not be accepted**. Validity period of the BG should be till 30th June, 2027. SFMS copy must be attached with BG.
The Work Order shall be issued after receiving the Bank Guarantee within the stipulated time.

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2.3 AMENDMENT TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, DIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The corrigendum/amendments will be posted at DIL website for viewing by the Bidders. The amendments will be binding on Bidders and it will be assumed that the information contained therein has been taken into account by the Bidders in the respective bids.

In order to afford prospective Bidders reasonable time in which to take the corrigendum /amendment into account in preparing their bids, DIL may, at its discretion, extend the deadline for the submission of bids.

B. TECHNICAL BID OPENING AND INDEMNITY BOND

I. The Price Bids of only technically qualified Bidder(s) shall be opened after due evaluation of the technical bids.

II. Indemnity Bond has to be submitted by the successful Bidder(s) before being awarded the Job Contract.

2.4 DEADLINE FOR SUBMISSION OF BIDS

I. Bids (Techno-commercial bid and Price bid) shall be submitted in compliance to the provisions of clause 1.5 of Section 1 (IFB) of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.

II. The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 2.3 in which case all rights and obligations of Owner and Bidder(s) will thereafter be subject to the deadline as extended.

III. Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable.

IV. Late Bids are not acceptable

2.5 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's being ineligible for participation in the future Bids issued from DIL for a period of 06 months from the date of withdrawal of the bid.

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2.6 BID OPENING AND EVALUATION

I. In case requisite EMD pursuant to ITB Clause 2.2 (I) is not submitted on or before the stipulated bid submission closing date and time then Bid shall be rejected by DIL as being non-responsive

II. **<u>Price Bid Opening</u>**

After the evaluation process of Techno-Commercial bid is completed, price bid shall be opened.

2.7 EVALUATION OF PRICE BID

I. Price Bid, prepared and submitted comprising details / documents in line with Annexure II of Section V (Annexures, Forms and Formats) by Bidders found eligible after evaluation of Techno- Commercial Bids, submitted in accordance with ITB will be evaluated as described hereinafter:

II. Arithmetical errors, if any, will be rectified on the following basis:
In BOQ Excel sheet, if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited.

III. The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents for the envisaged quantity as brought out in BOQ. The Bids shall be evaluated Road Mode of transportations; Bids shall be evaluated on **"Cost of Coal at plant basis"**

IV. The Bidder must quote the **Total price of coal** i.e. Basic Price of Coal, transportation charge/Handling Charges if any and applicable taxes as per prevailing GST norms for coal loaded onto trucks for Road mode of transportation in the format provided in Annexure II of Section V (Annexures, Forms and Formats) as per BOQ/Excel sheet in Rs/MT for DIL Generating Station.

For Road mode of transportation, the BOQ/ Excel sheet, sub-total shall consist of Coal Price loaded onto trucks including all incidental charges & Transportation/Handling charges, if any as specified in the bidding document. Further GST @ 18% shall be applicable on the sub-total of Coal Price. Transportation charges from source to DIL power station will be quoted separately as per Annexure-II of schedule-V.

V. **AWARD CRITERIA**

I. The Successful Bidder shall be determined on the basis of fulfilment of the criteria contained in Section I (IFB) and evaluation of Technical and Commercial Bids.

II. DIL reserves the right to place order(s) on one or more Bidder(s) by splitting the total quantity of supply at its own discretion.

III. The awarded quantity by the Owner to the bidder(s) for Selected DIL Generating Station, to be supplied as per delivery schedule specified in Clause 2, Section-IV and Annexure B2 of the bidding documents (Technical Specifications), shall be binding on the Bidder.

SECTION- III

GENERAL CONDITIONS OF CONTRACT

3.1 GOVERNING LAW AND JURISDICTION

The Contract will be governed, construed and interpreted in accordance with the Laws of India. The Courts at Kolkata shall have the exclusive jurisdiction in respect of all matters, disputes etc. pertaining to this Contract.

3.2 FIRM PRICES

V. For quoting the Bid Prices, the Bidder(s) is/are expected to take into account the requirements and conditions of the bidding documents. The Bidder(s) has/have to quote Basic Price of Coal, transportation charge, if any and GST as applicable for coal loaded onto trucks in the format provided in Annexure II of Section V (Annexures, Forms and Formats) as per BOQ/Excel sheet in Rs/MT for DIL Generating Station.

TAXES AND DUTIES

i. Except as otherwise specifically provided in the Contract, the Successful Bidder(s) shall bear and pay all taxes, duties, levies and charges assessed on the Bidder(s) and its employees by all municipal, state or national government authorities in connection with the delivery of domestic coal to DIL supplied from within India

ii. Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Successful bidder(s) is solely responsible to get such ITC from the concerned authorities. DIL shall have no role in availing such benefits.

iii. Any statutory variation in the existing taxes and duties which are clearly indicated in price break up will only be taken into account with proper documentary evidence. Any new tax and duties levied post-date of Contract will only be taken into account with proper documentary evidence

vi **Income Tax**

As per Indian Income Tax Act & Rules, Owner is required to deduct Income Tax at source from all the payments to be made towards the purchase of domestic coal.

The Contractor shall be required to submit the PAN details to the Owner before the submission of the first bill.

The Owner shall be authorized to deduct applicable tax at source from the Contractor's payment becoming due.

iv. For any such variation in taxes and duties as enumerated above, it may be noted that income tax and corporate tax are not included

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3.3 ASSIGNMENT AND SUBLETTING OF CONTRACT

a) Neither of the Parties shall assign any of their Rights, obligations or claims under this Contract.

b) Successful Bidder(s) shall not sublet this Contract wholly or in part, without first obtaining the written consent of DIL. Such subletting shall not relieve the Successful Bidder(s) from any obligation, duty or responsibility under the Contract and the Successful Bidder(s) shall be and shall remain exclusively responsible to DIL Ltd with full responsibility on Successful Bidder(s) for all acts, omissions and defaults of the Sub-Successful Bidder(s) / sub-vendors

3.4 INDEMNIFICATION

Successful Bidder(s) shall indemnify, defend and hold harmless, Owner and all their directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, liability, loss or expense arising:

a) By reason of Successful Bidder(s)' and / or its Sub-Successful Bidder(s)' (or their Directors, employees etc.) failure to comply with any law, ordinance, regulation, rule or order, or with the Contract. This includes, but is not limited to, fines or penalties by government authorities and claims arising from Successful Bidder(s)' / Sub-Successful Bidder(s)' failure to pay taxes, wages and alike

b) Owner shall be entitled to retain from payments otherwise due to Successful Bidder(s) such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Successful Bidder(s)' indemnity obligations under this Clause, until such claims suits or liens have been settled and satisfactory evidence to that effect has been furnished to Owner.

3.5 TERMINATION

In addition to provisions specified elsewhere in the bidding document, DIL reserves the right to terminate the Contract at its sole discretion, by giving not less than 30 (thirty) days' written notice of termination to the Contractor. Delivery Schedule already finalized and intimated to the Contractor as per Annexure B2 of the Bidding Documents shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract.

The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract if the Contractor sub-contracts any part of the works to any sub-contractor/ sub-vendor from a country which shares land border with India by giving a notice of termination and its reasons therefor to the Contractor referring to this GCC clause 3.5.

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At any point of time:

a) DIL reserves the right to terminate the Contract (without cause and liability) by giving 30 (thirty) days' notice to Successful Bidder(s) without assigning any reason whatsoever.

b) Upon the occurrence of Successful Bidder(s)' Default as defined hereunder, DIL. may terminate the agreement with or without serving a notice (depending upon severity of default) to the Successful Bidder(s)

c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Successful Bidder(s) at the time of or as a result of such termination.

d) In no event {termination due to or not due to default of Successful Bidder(s)} shall Successful Bidder(s) be entitled to any prospective profits or any damages.

Successful Bidder(s)' Default:

i. Successful Bidder(s) has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract.

ii. Any representation by the Successful Bidder(s) is found to be false or misleading

iii. Successful Bidder(s) engaging or knowingly has allowed any of its employees to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Contract

iv. Successful Bidder(s) has/have been adjudged as bankrupt or become insolvent, or resolution for voluntary winding up has been passed by the shareholders of the Successful Bidder(s)

3.6 RISK PURCHASE

The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:

I. The Seller fails to deliver any or all the goods within the time period(s) specified in the Contract or any extension thereof granted by the Owner; or (b) the Seller fails to perform any other obligation(s) under the Contract.

II. In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, coal of similar specifications and the Bidder(s) shall be liable to the Owner for any excess costs for such similar coal. However, the Bidder(s) shall continue performance of the Contract to the extent not terminated.

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III. the aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of coal to the Destination TPS. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

3.7 NOTICES

All notices under the Contract will be in writing and will be given by

a) Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party.

b) Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier

c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

d) Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

3.8 DISPUTE RESOLUTION & ARBITRATION

Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment
or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.

Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not

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imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.

If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceeding

a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;

b) admissions made by the other party in the course of the mutual consultation proceedings;

c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.

Arbitration

1. If the process of mutual consultation and IE (if applicable)and/or Mediation (if applicable) and/or fails to arrive at a settlement between the parties Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.

2. In case of dispute(s) not getting resolved within a period of 45 days from it / them being first referred to DIL, either Party may require that the matters in dispute be referred to Arbitration and accordingly, such disputes or differences shall be settled by arbitration, under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification, in the manner hereinafter provided. The venue of arbitration shall be Kolkata, India.

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3. In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.
4. The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.
5. The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.
6. The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.
7. In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.
8. It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.
9. Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER.

10. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:

(i) 40% of the fees if the Pleadings are complete.

(ii) 60% of the fees if the Hearing has commenced.

(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.

11. Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:

(i) 40 % of the fees on Completion of Pleadings.

(ii) 40% of the fees on Conclusion of the Final Hearing.

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(iii) 20% at the time when arbitrator notifies the date of final award.

12. **The Arbitration shall be held at Kolkata only.**

13. The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.

14. The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties;

15. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause

16. Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

(b) The Employer shall pay the Contractor any monies due to the Contractor.

17. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

3.9 INSURANCE

a) Successful Bidder(s) shall take all required insurance including motor vehicle insurance etc. for material, personnel, machinery, equipment (whether or not those are owned by them) etc. deployed for work at his / her own cost. This shall cover workmen compensation as well

b) It will be the responsibility of the Successful Bidder(s) to maintain all necessary insurance coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of the Contract

c) The Successful Bidder(s) shall furnish to DIL Ltd with evidence of such insurance(s) with a copy of the issued policy on demand

3.10 COST RECOVERY

For any cost recovery to be made by DIL Ltd., in case the due payment and / or Bank Guarantees etc. being insufficient, Successful Bidder(s) shall pay the difference to DIL Ltd. within 15 days of such advise by DIL Ltd. failing which DIL Ltd. shall be eligible to take action as deemed fit including charging interest @ 18% per annum for the delayed period.

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3.11 COMPLIANCE WITH STATUTORY REGULATIONS.

The domestic Coal procurement under the Contract, is meant for the purpose of generation of power at DIL power station. The Contractor shall ensure compliance of all regulations/ conventions/ policies/ guidelines/ orders etc. of Govt. of India/State/Statutory Bodies in force related to any or all of the activities covered in the scope of work under the Contract.

In case of any modifications in any of the provisions in respect of supply of domestic coal, during the tenure of the contract, the same shall become applicable and binding on Contractor and DIL with immediate effect.

4 FORCE MAJEURE:

"Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances referred to clauses described below that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Purchase order/Contract, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care. Force Majeure includes but not limited to the following events and circumstances to the extent they, or their consequences, satisfy the above requirements

a) natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemic

b) acts of any Governmental authority (domestic), including but not limited to war (declared on undeclared), revolution, quarantine, embargoes, licensing control or production or distribution restrictions

c) sabotage, riots and civil commotion

d) Nationwide or wide spread strikes or labour disputes extending beyond the Plant site due to some governmental regulations etc.

The following events are explicitly excluded from Force Majeure Events and are solely the responsibility of the affected party.

I) Any strike, work to rule action, go-slow or similar labour difficulty which is not specifically, enumerated in the above clauses (a) to (d).

II) A delay in the performance of the Successful Bidder(s).

III) Economic hardship.

IV) Changes in applicable laws.

V) Force Majeure events which occur outside India and do not directly involve India comprising act of war (whether declared or undeclared), invasion armed conflict or act of foreign enemy blockage, embargo, resolution, riot, insurrection, civil commotion, act of terrorism, or politically motivated sabotage or kidnapping or any event or circumstance of a nature analogous to any of the foregoing.

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If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Successful Bidder(s)/ Owner as the case may be, shall within one week, give notice in writing to the Owner/ Successful Bidder(s), of the existence of circumstances of Force Majeure, together with the evidence relied upon.

Burden of Proof: In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the parties shall submit the dispute to arbitration, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

Effect of Force Majeure: Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure, which arise after the Date of Contract

In the event that Force Majeure circumstances continue for a period of more than six (or any other period as Parties may agree) months, both the parties may discuss and mutually agree upon the future course of action, which may include termination of Contract.

Performance to continue: Upon the occurrence of any circumstances of any Force Majeure the Successful Bidder(s) shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Successful Bidder(s) shall notify the Employer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Successful Bidder(s) shall not take any such steps unless directed so to do by the Employer.

5. LIQUIDATED DAMAGES (LD)

The Contractor will ensure the delivery of consignment at the DIL Station as per schedule given by DIL. In case of any delay, (other than those due to Force Majeure, due to reasons not attributable to the contractor) the contractor shall be liable to pay liquidated damages (LD) @1/2% (One half of the one percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the Total Contract Price inclusive of estimated GST and GST Compensation Cess.

The end date of Station -wise schedule for the entire quantity for respective Power Station furnished by DIL shall be considered for the purpose of levy of LD by the respective power Station.

NOTE: Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the contractor/party along with applicable GST. Further, GST invoice towards the same shall be issued to the contractor/party.

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SECTION- IV

TECHNICAL SPECIFICATIONS

INTRODUCTION

Dhariwal Infrastructure Limited (hereinafter referred to as DIL) have requirement of coal indigenously produced within India (shall also be termed domestic coal) of specifications mentioned herein given at **Annexure-B1**, Section IV- Technical Specifications on Coal Price basis for DIL Station given at **Annexure II Section V-Annexures**~~.~~ The timely supply of domestic coal as per delivery schedule is the essence of contract. Total quantity of domestic coal for station shall be delivered to station, as per the delivery schedule to be given to the successful Bidder(s) by DIL. Delivery schedule shall be given subsequently to the successful Bidder(s) after acceptance of LOI. Delivery schedule may be extended further at the sole discretion of DIL.

1. SCOPE OF WORK

The Successful Bidder(s) shall supply domestic coal sourced from Indian coal mine(s) to DIL.

Bidder(s) shall declare the coal mine(s) from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents at **Annexure-B3** along with their bids. The Successful Bidder(s) shall supply domestic coal sourced from identified coal mine(s) as declared by him to DIL Generating Station. Successful Bidder(s) shall take prior approval of DIL for supplying domestic coal sourced from any other coal mine(s) as specified above.

2. QUANTITY

The Successful Bidder(s) shall supply Domestic Coal of Indian origin by road mode ***only on "Coal Price at DIL plant end " basis at DIL.*** The supply shall start as per Delivery Schedule, refer **Annexure-B2**. Delivery schedule may be extended further at the sole discretion of DIL.

A. The Successful Bidder(s) shall deliver the quantity allotted for supply as advised by DIL. The consignments shall be evenly distributed over the Schedule furnished for DIL.

B. DIL shall provide the month wise delivery schedule to the Successful Bidder(s) at least 10 (ten) days in advance. However, DIL reserves the right to change the delivery schedule with a prior notice of 7 (seven) days at its sole discretion. The successful Bidder(s) shall have no objection or reservations, claim of any nature whatsoever on DIL for such changes in schedule

C. The total quantity of supply to Generating station shall be subject to a variation of +/- 20% at the discretion of DIL.

D. Unloading of coal at DIL plant end from trucks are under scope of seller.

3. SPECIFICATIONS OF COAL

The domestic Coal to be supplied will be as per the specified range for quality parameters as furnished in **Annexure B-1** of bidding documents. Coal having specifications beyond specified range of the technical parameters shall not be supplied. The Coal of specifications beyond the specified range of the technical parameters as per the specifications shall be liable for imposition of penalty by DIL. DIL shall not be held responsible of any financial loss to Successful Bidder(s)

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in any circumstances in case of penalty and payment shall be made for already supplied material as per the penalty clauses for quality and quantity **(Clauses 7 & 11)**

4. PRICES

(i) Successful Bidder(s) shall quote Coal Price loaded onto trucks for Generating station end with breakup of the basic coal cost and the transportation charge, if any based on the base parameters as specified in Annexure-II for Price Bid. The applicable GST as per applicable rate shall be quoted extra and shall be payable as per latest Government notifications /rules. **Total Landed Coal Price shall be payable to the Successful Bidder(s**) based on the methodology outlined in this bidding document in various clauses.

(ii) **The Bids shall be evaluated based on "Coal Price at plant end" quoted by the Bidder(s) for Road mode of transportation Bids shall be evaluated based on "Coal Price at plant end which includes coal price loaded onto trucks and road transportation charges" quoted by the Bidder(s)**

5. QUANTITY DETERMINATION

(i) Net Adjusted Quantity of coal received at DIL i.e. quantity worked out after carrying out adjustments due to quality variations with respect to the base parameters, will be final for the purpose of assessment of executed quantity and payment.

(ii) Quantity determination of coal shall be done at DIL, subject to adjustment due to variations over the base quality parameters if any, and payments thereof shall be based on such determination at DIL.

(iii) The Coal delivered shall be weighed at DIL Power Station. The weight recorded by Weighment System of DIL having an electronic printout facility shall be taken as final after consideration of empty truck weight i.e. actual tare weight. For measuring the empty truck weight, tare weight of each truck shall be taken.

(iv) In case DIL station's Weigh Bridge is NOT WORKING, actual challan weight for road mode of transportation will be considered as final for determination of quantity at Generating Station

(v) Before the commencement of supply of coal as per the Bid the representative of the Successful Bidder(s) shall inspect the calibration records and accuracy of the Weigh Bridges installed at DIL and shall confirm the same in writing.

Weighbridges at the DIL end have a calibration frequency of Twelve (12) months and calibration record of the same can be shared with the Successful Bidder(s) in case of any dispute.

6. Any delay/ detention charges due to poor physical quality of coal viz sticky coal, presence of excessive quantity of lumpy coal, stones and boulders at **DIL unloading end** shall be to the account of Successful Bidder(s). Such charges will be adjusted from Bidder's coal bill.

7. **QUALITY INSPECTION**

Quality of coal will be final based on the testing and analysis results of the samples taken at DIL plant end by TPA and tested at DIL's NABL lab and final payments thereof will be based on such determination at Generating station.

Sampling charges at unloading end will be borne by DIL.

Sampling and Testing of coal samples drawn at DIL end:

The sampling of coal and preparation of laboratory sample shall be done as per sampling guidelines/ SOP of DIL plant.. Final laboratory sample will be analysed independently by Seller and Purchaser on **'Equilibrated** (Eq) Basis' and **'As Dried Basis'** (ADB). Testing and analysis shall be carried out as per the procedure laid down in IS 1350 (Part —II), and any amendment thereof. The GCV would be determined in accordance with the procedure laid down in IS: 1350 (Part II) 170 dated April 1971 or any subsequent revision thereof.

(i) **Sampling Guidelines for DIL end sample collection: As per the DIL's SOP for Sampling of Road Coal.**

Sample Collection Road

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

About 20-30 kg of sample shall be collected as per SOP by drawing increments of approx. 5 kg each with the help of shovel/ scoop.

Each sample shall be assigned with a code number and will be identified by such code only and no other particulars will be indicated or written on the tag attached with the relevant bag containing the sample. Detailed modalities of coding/de-coding for the purpose of sampling and analysis may be worked out separately by the Parties to facilitate confidentiality and reliability of the process.

In the event, for any reason whatsoever, sampling and analysis could not be conducted, weighted average of the preceding 7days analysis results from the same Agreed Source/ Alternate Source, as the case may be, shall be binding on the Parties for the purpose of payments.

Also out of coal samples as above prepare one (1) sample of Coal of adequate quantity without grinding for determination of Total Moisture and Size. For determining the Total Moisture and Size, DIL shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by DIL at its Laboratory shall be carried out by DIL Chemist in presence of Head of Plant (HOP) nominated officer and can be witnessed by Successful Bidder(s) or his representative. The test certificate of Total Moisture and Size shall be signed by DIL Chemist, HOP nominated officer and Successful Bidder(s) or his

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representative, immediately after its determination. In case the Successful Bidder(s) is not getting involved, while analysing for Total Moisture and Size by DIL at its Laboratory, the analysis of Total Moisture and Size should be continued and, in such cases, the Total Moisture and Size as determined by DIL at its Laboratory shall be binding on the Successful Bidder(s). No dispute shall be raised subsequently by Successful Bidder(s) or his representative on Total Moisture and Size. DIL Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond DIL Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of DIL and Successful Bidder(s) in DIL Lab till determination of Total Moisture & Size**. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.**

TPA shall prepare 4 sets of 212µ samples for Proximate Analysis and distribute as follows:

(a) 1st sample — DIL Sample for analysis at DIL Laboratory.

(b) 2nd sample —Sample to Successful Bidder(s) for testing at his end— this Sample should be taken by Successful Bidder(s) through material exit gate pass from the plant

(c) 3rd sample — Referee Sample. Such Referee Sample shall be kept at DIL Lab under joint lock and joint custody of Successful Bidder(s) and DIL, to be used for future reference and/or testing'

(ii) Corrections on quality variations

For correction of coal price, GCV and Total Moisture (TM) test analysed at DIL Laboratory shall be considered. In case of any dispute, test results of referee sample, if admissible, shall be considered. For TM there will be no Referee Sample.

Presently 09 labs are designated for testing of referee samples

1. CSIR -IMMT Bhubaneshwar (Institute of Minerals And Materials Technology)
2. CPRI -Bangalore (Central Generating Research Institute)
3. NML— Jamshedpur (National Metallurgical Laboratory)
4. CSIR - IICT — Hyderabad (Indian Institute Of Chemical Technology)
5. NEIST - Jorhat (North East Institute of Science and Technology
6. IIEST Shibpur (Indian Institutes of Engineering Science and Technology)
7. MECL — Nagpur - Mineral Exploration Corporation Limited
8. JNARDCC— Nagpur (Jawaharlal Nehru Aluminium Research Development and Design Centre)
9. IIT-Khargpur

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If Successful Bidder(s) raises no dispute within ten (10) working days after receipt of report from DIL's Lab, no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of DIL's Lab results shall be binding. Referee Samples shall be retained up to 30 days from the date of declaration of result and thereafter referee sample will be destroyed.

8. PENALTY

The Successful Bidder(s) shall exercise utmost precaution at the time of supplying of coal to DIL station. Coal having specifications beyond specified range of the Technical Parameters as per Annexure B-I shall not be supplied. The Coal of specifications beyond the specified range of the Technical Parameters shall be liable for penalty. DIL shall not be held responsible for any financial loss to Successful Bidder(s) in any circumstances. Successful Bidder(s) shall not have the right to take back the already delivered material. Placed below are the Technical Parameters with minimum and maximum limit for Acceptance based on the station end testing results:

Parameters	UNIT	Minimum limit	Maximum limit
Total Moisture (ARB)		None	16% (During Oct-May) 18% (During June-Sept)
Ash (ADB)		None	40%
Gross Calorific Value (EM basis)	Kcal/ Kg	3700	4300

i) If the values of Gross Calorific Value (EM basis) (GCV) are **less than** (Equilibrated Moisture basis): 3700 Kcal/Kg provided in Annexure B1 but **more than** 2500 kCal/kg, penalty shall be levied as per the clause 11)

ii) If the value of GCV for any total quantum of coal supplied is reported **below or equal to (<=)** 2500 Kcal/kg, then payment shall be limited to Coal Price of Rs 1/ per MT plus taxes as per actual, as illustrated in clause 11).

9. TERMINATION

The coal specification should be complied with the base parameters indicated and should be within the specified range of the technical parameters as provided in the **Annexure B-1 of Section-III**.

In case, supplier is found to frequently supply the material of GCV less than 3700 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be issued to supplier. However, if coal is supplied below GCV 2500 Kcal/Kg in more than 3 (Three) instances during the period of contract even after issuing warning letter then Contract shall be liable for cancellation.

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10. DISPUTE RESOLUTION

The coal shall be tested by Third Party Sampling Agency and the payment shall be made with reference to this report. If there is any dispute, the Referee Sample will be sent to referee labs nominated as per Clause 7. The report of referee lab shall be final and binding to both the parties.

11. <u>ADJUSTMENT ON QUALITY VARIATIONS</u>

<u>In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter:</u>

a) **<u>Excess Total Moisture {As Received Basis (ARB)}</u>**

In the event that monthly weighted average Total Moisture in Coal exceeds fourteen percent (16%) during the months from October to May and sixteen percent (18%) during the months from June to September, the Coal quantities delivered during such month shall be adjusted for the resultant excess Total Moisture, which shall be calculated in percentage by which the Total Moisture exceeds the foregoing limits.

Wherein,

"**Total Moisture**" means the total moisture content (including surface moisture) expressed as percentage present in Coal and determined on as received basis in pursuance to IS.

Illustration:

(i) Received weight of coal in a month = 'W1'
TM of received coal = 'TM1%'
Allowable TM % = 16% (During Oct to May)
If TM1> 16%, then, TM adjusted weight W2 = W1 X {1-(TM1%-16%)}
If TM<= 16%, then, TM adjusted weight W2 = W1

(ii) Received weight of coal in a month = 'W1'
TM of received coal = 'TM1%'
Allowable TM % = 18% (During June to Sept)
If TM1> 18%, then, TM adjusted weight W2 = W1 X {1-(TM1%-18%)}
If TM<= 18%, then, TM adjusted weight W2 = W1

b) **Gross Calorific Value {EM basis}**

For correction of contracted Coal Price, DIL's plant lab results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Referee Lab shall be considered.

b) Corrections will be done as follows:

i. In the event the certified gross calorific value of Coal at DIL station end is less than or equal to (<=) the base GCV(Eq) of 4300 Kcal/kg as per Schedule-B1 and greater than and equal to (>=) 3700 Kcal/kg then the Total

Landed Coal Price shall be reduced prorate by the amount calculated by the formula:

ii. In the event the certified gross calorific value of Coal at DIL station end is less than (<) 3700 kcal/Kg and greater than (>) 2500 Kcal/Kg then the **Total Landed Price** shall be reduced by the amount calculated as per the formula:

iii. In the event the certified gross calorific value of Coal at DIL station end is less than or equal to (<=) 2500 Kcal/kg, then payment shall be limited to **Coal Price as Rs 1/ per MT plus taxes as per actual, as illustrated in clause 11 b).**

iv. For above calculations, Contracted Coal Price shall imply the price as quoted by the successful Bidder(s) excluding GST but penalty will be deducted on Total Landed Cost PMT.

v. Further, Coal supplied of GCV less than or equal to (<=) **2500 Kcal/Kg** is liable for penalty as per clause 8. Such quantity shall not be considered for the calculation of the monthly weighted average and shall be reconciled on standalone basis in accordance with provisions at Clause 8.

c) **SIZE**

Normally the Coal supplies under this agreement shall be of **(-) 100 mm** size. The Purchaser shall inform the Seller any incident of receipt/presence of oversized Coal, in terms of Technical specifications in any specific consignment(s), immediately on its detection at the Delivery Point and/or Unloading Point and the Seller shall take reasonable steps to prevent such ingress at his end.

i. The Coal delivered by the Successful Bidder(s) at the Delivery Point will be free from impurities and extraneous materials including metals, boulders, stones, shale, bones, slates, earth, rocks, pyrites, plastic or wood etc. Successful Bidder(s) is to ensure that coal is free of foreign /extraneous material etc.,

ii. DIL shall inform the Successful Bidder(s) all incidents of receipt/presence of oversized Coal, in terms of specifications laid down in Annexure-B1, in any specific consignment(s), immediately on its detection at the Delivery Point and/or Unloading Point and the Successful Bidder(s) shall take all reasonable steps to prevent such ingress at his end.

iii. The stones segregated by DIL at the Power Station end shall be assessed jointly by the representative of the Successful Bidder(s) and DIL at the Power Station end for quantity adjustments.

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iv. **Modalities for assessment of stones:**

a) DIL shall endeavour to segregate and stack separately all oversized stones of size more than 250 mm received along with Coal from the Seller's supplies at the Power Station end, during the month, at a mutually agreed place identified for the purpose within the Power Station premises, for the purpose of joint assessment pursuant to Clause (iii) above as per the procedure laid down in Schedule II of this document for compensation pursuant to Clauses 11 (c) (iv) (e) and 11 (c) (v).

b) The Seller shall depute its representative at the Power Station end between fourth (4th) day to tenth (10th) day of the following month, for joint assessment of the quantity of stones of size more than 250 mm received in the preceding month and the Parties shall prepare a jointly signed statement of quantity of stones.

c) In case the Seller's representative fails to be present at the Power Station end, within the period stipulated at Clause (b) for the assessment of the quantity of oversized stones in compliance to clause (a), the quantity of oversized stones assessed by the

Purchaser shall be intimated to the Seller, by the fifteenth (15^{th}) day of such following month and the same shall be taken as final and binding on the Seller for the purpose of adjustments under Clause 11 (c) (v). Thereafter, the Purchaser shall dispose off / remove such stones by the end of such month under intimation to the Seller and the Purchaser shall not be under any obligation to preserve such material beyond the day(s) stipulated herein above. However, the Purchaser shall maintain all records/ documents for example work order, running account bills, payment document etc for such disposal and present the same along with audited records for scrutiny of the Seller, if required.

d) Quantity of stones attributable to the Seller shall be worked out by pro rata apportionment on the basis of proportionate receipt of Coal from Seller out of the total Coal received at the concerned Power Station during a month. For such apportionment, the Purchaser shall provide certified monthly figures of quantity of Coal received as per Coal bill at the concerned Power Station from the Seller as well as from all sources other than the Seller.

e) Compensation for oversized stones shall be payable by the Seller to the Purchaser month-wise, Power-station wise, in terms of clause 11 (c) (v) after quantity determination in terms of Clause 5. However, such total quantity of oversized stones actually verified /removed shall be restricted up to a ceiling of 0.75% of the total quantity of indigenous coal supplied during the period of the supply under the contract for the purpose of compensation if supply of indigenous coal during the year has also been made from any other source(s) including captive block, CIL, SCCL sources.

f) Without prejudice to provisions at Clause 11 (c) (iv), if, in the Purchaser's reasonable determination, the presence of oversized Coal and/or stones is causing operating or maintenance problems at the Power Station, then, upon the request of the Purchaser, the Purchaser and the Seller shall meet and prepare a mutually acceptable plan for effectiveness of the Seller's efforts at removing oversized stones from the Coal.

DHARIWAL INFRASTRUCTURE LIMITED

v. Compensation: The Seller shall adjust through regular credit notes to the Purchaser amounting to hundred percent (100%) of the Landed Coal Price as per the weighted analysed GCV of Coal applicable for the total quantity in which such supplies were made by the Seller as per the jointly assessed signed statement or as intimated by the Purchaser to the Seller pursuant to above Clause (iv) (b) or (iv) (c) respectively.

12. PAYMENT

No advance payment will be made to Successful Bidder.

Initial payment against the net adjusted received coal based on the coal analysis results of NABL Accredited DIL Plant Laboratory for 70% of the total coal price to be paid to the Successful bidder from the receipt of invoice.

The remaining 30% payment for the month will be released on receipt of referee sample results for the challenged sample(s) if any for the month and subsequent reconciliation of that month under consideration.

Successful Bidder and DIL shall jointly reconcile all payments made for the monthly Coal supplies during each month within Fifteen (15) working days after end of each month. The parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation. The monthly reconciliation statement shall be jointly signed by the authorized representative of Successful Bidder and DIL, which shall be binding on both the parties

Bills are to be submitted for certification to the Office of Sr. Vice President – Fuel Management, Dhariwal Infrastructure Limited, CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001.

All payments will be released within 30 days of submission of certified bills by DIL Fuel Management to DIL Finance Department.

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ANNEXURE: B1

TECHNICAL SPECIFICATIONS OF DOMESTIC COAL

GCV (Equilibrated) of coal: >3700 upto 4300 Kcal/Kg

Parameters	UNIT	Specified Range
Gross Calorific Value (Equilibrated Moisture basis)	Kcal/ Kg	Not less than 3700 and not more than 4300
Total Moisture (ARB)	%	Upto 16% (October to May) Upto 18% (June to September)
Ash (ADB)	%	Upto 40% Max
Size	mm	(-) 100
Extraneous Material	MT	Nil

ANNEXURE-B2

Delivery Schedule

Month	Mines Source				Quantity (MT)
	Source 1	Source 2	Source 3	Source 4	
September 2026					
October 2026					

DHARIWAL INFRASTRUCTURE LIMITED

ANNEXURE-B3

(Declaration from the Bidder(s) about the coal mine(s) from where they intend to supply coal as per specification)

Bidder(s)'s Name and Address:

To
Dhariwal Infrastructure Limited,
Sr. Vice President (Fuel Management)
CESC House, 1st Floor,
Chowringhee Square, Kolkata-700001

As required under Clause 2 of Section IV– Technical Specification of the Bidding document no.

____________________, we give below the following details of coal mine(s) from where we shall be supplying domestic coal to the

___________________ Generating station complying strictly to Clause 4 of Section IV -Technical Specifications and Annexure B1 of Section IV- ANNEXURES / ATTACHMENTS /FORMATS / SCHEDULES of aforementioned Bidding documents as per the awarded quantity in case of consideration of award:

S No	Name of Mine(s)	Location	State	Name of the Mines Owner

Date:

Place:

(Signature)

(Printed Name)

(Designation & Company seal)

SECTION- V

ANNEXURES, FORMS AND FORMATS

Annexure I

BID No.: DIL: HO: COAL: 4731

TECHNICAL BID

Technical Bid		
Particulars	**Details**	**Supporting Document Page-No**
Consumers worked for supplying domestic coal (Names):		
Minimum experience of supplying 2 Lakh MT of domestic coal in any one of the last three (up to FY 2025-26) financial years.	Mines Handled (Names): Siding Handled (Names): Total QTY-MT handled:	
Details of PF Submission	Year : Amount: Year : Amount:	
Company's Financial Summary (Amount Rs. in Lakhs):	**Last 2 years** Turnover: Profit and Loss: Gross Profit: Profit after Taxes: Net worth:	
Affidavit of non- debarring /blacklisting	Provided Yes/No:	
Last two years financials along with balance sheets	Provided Yes/No:	
Remarks if any		
The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.		

Annexure II

BID NO.: DIL: HO: COAL: 4731

PRICE BID

Particulars	Amount - Road
Coal PMT	
Transportation Cost PMT	
Sub-Total	
GST @ 18%	
Total Landed Cost PMT	
GCV_ARB Guarantee	

Annexure III

BID NO.: DIL: HO: COAL: 4731

BIDDER'S INFORMATION

(TO BE FILLED BY THE BIDDER)

1. Name of the company

2. Status of the company (Please tick the appropriate box)

2.1 Proprietary Firm ( )

2.2 Partnership Firm ( )

2.3 Private Limited Company ( )

2.4 Public Limited Company ( )

2.5 Co-operative Society ( )

2.6 Public Undertaking ( )

2.7 Any Other (Please Specify) ( )

2.8 Date of Establishment

2.9 Firm is registered under (Please tick the appropriate box)

- Partnership act ( )
- Any other authority (Please specify) ( )

2.10 Registration Details

2.11 Registration No. and date ( )
(Kindly attach a photocopy of registration certificate)

2.12 Membership to anybody ( )

2.13 Any other Statutory Registration ( )

2.14 Registration details with taxation authorities

2.15 Permanent Income Tax A/c No.

2.16 GST No.

3.1 Employee's Provident Fund Code No. :

3.2 Employee's State Insurance Code No. :

4. Communications Details

4.1 Address for Registered office

4.2 Address for Branch Office

4.3 Address for Works / Factory

a)

b)

4.4 Items Manufactured / Services Offered

5. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID’s.

6. Name of Bankers

7. Also enclose appropriate certificate from ISO and other certification agencies:

8. List of five reputed clients with full address, Fax No, E-Mail ID and names of contact persons with whom registered as approved vendor. (Enclose latest order copies from them.)

9. Turnover, profit and other key financial parameters, **including net worth** in last three years: (Please attach copies of respective Balance sheets.)

10. Whether Company has faced (in past or present) any judicial enquiry, legal conflict, decree, notice by court (Please attach extra sheets if requires.)

11. PLEASE SUBMIT Photocopies / Credentials of Major Contracts related to supply of domestic coal in Road mode to any State / Central Genco /IPP in India, in the preceding 3 years (including FY 2025-26).

12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date

Annexure IV

BID NO.: DIL: HO: COAL: 4731

"DECLARATION FOR HAVING SUBMITTED SINGLE BID & CERTIFICATE FOR NO HOLDINGS WITH ANY OTHER BIDDER"

DATED:

Bidder's Name and Address:

To
Dhariwal Infrastructure Limited,
Sr. Vice President (Fuel Management)
CESC House, 1st Floor,
Chowringhee Square, Kolkata-700001

Dear Sirs,

(a) We have submitted only one (01) bid and have not submitted price in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.

(b) That no member of our Board of Directors and/or its promoters/proprietors have any cross holding/shareholding directly and/or indirectly in any manner whatsoever with any other participating bidder in this tender.

Date:

Place:

Signature) ....

(Name) ....

(Designation) ....

(Seal)