

NOTICE IN INVITING ('NIT')
FOR TARPULIN COVERING OF LINKAGE COAL RAKES LOADED FROM KORBA COAL FIELDS OF SECL,
CHHATTISGARH.

NIT No: DIL:HO:COAL:3353

A. INTRODUCTION

We, Dhariwal Infrastructure Ltd ("DIL") invites offers from experienced Service Providers in the prescribed price bid format for covering of coal rake wagons loaded from SECL Korba coal fields for Dhariwal Infrastructure Ltd having its thermal power plant at Tadali, Chandrapur, Maharashtra.

DIL is sourcing its linkage coal from SECL (South Eastern Coal Fields Limited) from Korba coal fields in BOXN, BOXN-HL & NS type wagons.

In this context, offers are being invited 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. Offer to be submitted on or prior to the "Due Date". Offers can be sent via E-mail also.
2. All pages of the Tender/Bid comprising of Commercial Bid and Information/Documents as specified should be signed and seal should be affixed.
3. **Validity:** All offers must remain valid for our acceptance/negotiation for 30 days after the Last Date of Submission.
4. **Last date of Submission:** 1300 hrs of 10.06.2022.
5. **Address of Submission:**
Attn: Vice President – Fuel Management, C/o Dhariwal Infrastructure Limited,
RPSG- House, 6th Floor, 2/4 Judges Court Road, Kolkata-700 027.
6. All correspondence/queries related to tender can be directed to email id dhariwalcoaltender@rpsg.in latest by 07.06.2022, beyond which no clarification/query will be entertained.

Thanking You

For **Dhariwal Infrastructure Limited.**



Vice- President (Fuel Management)

Encl: Price Bid Format

C. SCOPE OF WORK:

1. After completion of rake loading all the loaded wagons need to be covered with tarpaulin as per accepted standards of Railways and RPF.
2. Tarpaulin covering and tying need to be done as per the wagon (BOXN, HL, NS) supplied at the particular siding.
3. Tarpaulin covering is to be completed within the free time provided for the same. Any Demurrage on account of delay in wagon covering will be in the scope of the vendor.
4. The quality of tarpaulin shall be good so that they would last till the rake reaches plant.
5. Distance of Korba Coal fields from plant is more than 700 Kms. The tarpaulin quality and tying shall have to be planned accordingly.
6. Any penalty levied by the Railways for causing damage to Railway infrastructure enroute due to lose tying or poor-quality tarpaulin, will be in scope of the vendor.
7. Service provider has to do the necessary co-ordination with Railways and SECL siding staff for doing the work hassle free.
8. The tarpaulin can be recollected from unloading site at plant and can be reissued depending on their remaining life value.
9. The process of untying and removing tarpaulin covers at pant end will be responsibility of service provider.
10. It may take time for collection of tarpaulins and to bring back to loading point for reusing it, hence service provider should have adequate tarpaulin sets for ensuring not a single rake is dispatched without covering with tarpaulins.

D. QUANTITY

Approx. 25 to 30 Rakes/Month from Korba coal fields.

E. PERIOD

15th June'2022 to 15th September'2022.

F. PAYMENT TERMS

- I. Bills will be submitted on monthly basis and Payment will be made within 30 days of submission and acceptance of bills.
- II. Validity of the Rates: Till contract period.
- III. In the event of default/breach in respect to the terms of the contract by the service provider, DIL will have full right to appoint another service provider to complete the remaining work and differential cost will be recovered from the defaulting service provider.

G. LEGAL TERMS & CONDITIONS:

1. Offloading of Job:

In case, it is observed during the tenure of contract that the contractor is not capable or not in a position to complete the job either partly or as a whole, DIL reserves the right to offload the same and get it done through other agencies at the cost and risk of the contractor.

2. Subletting:

Subletting of job is not allowed unless otherwise approved by DIL. Such approval, if given, shall not establish any contractual relationship between the Sub-Contractor and DIL and shall not relieve the Contractor of any responsibility, liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults and neglects of any Sub-Contractor or Sub-Contractor's agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

3. Indemnity:

The Contractor 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 Contractor'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 Contractor in connection with performance of the Scope of this Contract.

Contractor to take sole control of the defence of such claims. The Contractor 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 Contractor under this Contract.

4. Settlement of Disputes:

The Contract shall in all respects be construed and carried into effect and rights and liabilities of the Parties hereto shall be regulated according to the laws of India. Except where otherwise provided for in the Contract, other than excepted matters all questions and dispute relating to any matter directly or indirectly connected with this Contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the Parties.

5. Arbitration:

In the event, the dispute cannot be settled amicably, the same shall be resolved through the provisions contained in the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof and the rules made there under for the time being in force. The arbitration award shall be final and binding for the Parties without appeal and shall be in writing and set forth the findings of fact and conclusion of law. The number of arbitrators shall be three, with each side of the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as chairman of the proceeding. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language.

The venue of arbitration shall be at Kolkata only and jurisdiction for any proceedings arising out of or concerning or connected with such arbitration shall be of appropriate court at Kolkata under the jurisdiction of Kolkata High Court. For all disputes, appropriate court at Kolkata under the jurisdiction of Kolkata High Court alone shall have exclusive jurisdiction in all matters arising under this Contract.

6. Termination:

The Owner on its discretion, reserves the right to terminate the Contract either in part or in full. The Owner shall in such an event give one week notice in writing to the Contractor of his decision to do so without assigning any reason or whatsoever.

7. Force Majeure:

You shall not be held responsible for non-performance/non-delivery of your services to us due to fire, floods, riots, earthquake or any other acts of God & circumstances beyond your control.

However, In the event that you are affected by a Force Majeure event, you shall forthwith give written notice stating the circumstances of the Force Majeure event thereof to us, together with an estimate in good faith of the degree to which and the period for which your performance may be affected thereby. You shall immediately after cessation of the event of Force Majeure undertake the obligation arising out of this NIT.

PRICE BID

For Tarpaulin Covering, tying at loading point. And Untying, Removing Tarpaulin at unloading point.	Price Rs/Wagon
---	-----------------------

REMARKS, IF ANY:

--

SIGNATURE & SEAL:

DATED: | | 2022