

REQUEST FOR QUOTATION ('RFQ')
FOR CO-ORDINATION & RAKE LOADING SUPERVISION OF COAL ALLOCATED UNDER SHAKTI BVIII (a) BY RAIL
MODE FROM SPUR 5&6 and SARDEGA TO DHARIWAL INFRASTRUCTURE LTD (MDIT).
NIT No: DIL:HO:COAL: 3401

A. INTRODUCTION

Dhariwal Infrastructure Limited (DIL), a subsidiary of CESC Limited, is having a 600 MW (2x300 MW) coal-based power project in C-6, Tadali Growth Center, M.I.D.C Tadali, District: Chandrapur, Maharashtra-442406. We, Dhariwal Infrastructure Limited ("DIL") invites offers from experienced Service Providers for co-ordination & rake loading supervision of coal allocated under "SHAKTI B(VIII)(a)" scheme from Spur 5&6 and Sardega to Dhariwal Infrastructure Limited as per FSA terms & conditions.

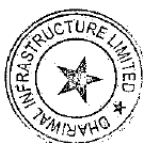
In this context, offers are being invited from suitable service providers on the basis of General Terms, Conditions and Related Information provided in this document.

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 bid** as per format given to be submitted on or prior to the "Due Date" in hard copy. Offers cannot be submitted via E-mail. Hard copy submission within due date is mandatory.
2. **Technical bid** and **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes with written above the envelope as Technical Bid and Commercial Bid respectively. These two envelopes shall be enclosed in one covering envelope containing the name of the Service Provider and Contact Details. **Delivery Schedule** shall be enclosed along with the Commercial Bid envelope. Annexure-I shall be submitted as per the attached format separately.
3. **Bid Selection Process:** The bidders shall have to qualify in the technical bids, after successfully qualifying the technical bid, price bill shall be opened.
4. All pages of the Tender/Bid comprising of technical & commercial Bid should be signed and seal should be affixed.
5. **Validity:** All offers must remain valid for our acceptance/negotiation for 30 days after the Last Date of Submission.
6. 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.
7. **Last date of Submission:** **13:00 hrs of 30th August'2022.**
8. **Address of Submission:** Attn: Vice President – Fuel Management, Dhariwal Infrastructure Limited, RPSG- House, 6th Floor, 2/4 Judges Court Road, Kolkata-700 027.
9. DIL reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer).
10. All correspondence/queries related to tender can be directed to email id dhariwalcoaltender@rpsg.in latest by 15:00 hrs of 26th August'22, beyond which no clarification/query will be entertained.

Thanking You,
For, **Dhariwal Infrastructure Ltd.**



VP-Fuel Management

Encl: Scope of Work, Terms & Conditions, Technical Bid and Price Bid Format.

C. BIDDERS MINIMUM QUALIFYING REQUIREMENTS:

- The service provider shall have a minimum experience of Co-ordination of Rail movement, rake supervision and allied activities of handling 1 lakh Tonne per annum from any CIL subsidiary in Rail mode in any two of the last four financial years (including current FY 2022-23). Work experience done for supplies in MGR mode won't be considered. Details of WO copies / experience certificates shall have to be provided in support of the above.
- The service provider shall provide list of details of manpower employed and PF Submission Details, Organizational setup, Office Address and list of vehicles and other equipment deployed for the work.
- The Service provider shall have to give a declaration/self-certification that they are not blacklisted by any customer.
- The bidder should be solvent and not declared bankrupt. The bidder shall have a positive net worth of Ten crores as on date, a certified statement provided by CA (Chartered Accountant) to be attached. Last two years financials along with balance sheets are required to be submitted.
- Notwithstanding anything stated above, the Purchaser reserves the right to assess the credibility, capability and capacity to perform the contract, should circumstances warrant such as assessment in the overall interest of the purchaser, and the bidder shall furnish all the required documents to the purchaser.

The above details shall be submitted as part of the Technical Bid. (Details in Annexure I)

D. EMD AND SECURITY DEPOSIT:

EMD DEPOSIT: The Service Provider shall furnish EMD for an amount of Rs.5.0 Lakh while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft drawn in favour of "M/s Dhariwal Infrastructure Limited, payable at Kolkata". The submitted DD/amount will be refunded in case the service provider does not qualify for award of work order (WO). In case the service provider is awarded the WO and the same is not accepted by the Service Provider then this DD/amount will not be refunded back to the service provider. If the service provider is awarded WO and the same is accepted by the Service Provider then this DD/amount will be refunded back to the service provider upon receipt of security deposit.

Tenders received without EMD will be treated as non-responsive and summarily rejected.

Waiver of EMD deposit will not be entertained.

SECURITY DEPOSIT: The Service Provider shall furnish the security deposit of an amount equivalent to 5% of the coal value favouring "Dhariwal Infrastructure Limited." by way of Bank Guarantee in the format to be provided by DIL from any Public Sector Banks and Private Sector Banks (AXIS Bank /ICICI Bank/ HDFC Bank/IDBI Bank) within 07 (Seven) days from the date of award of detailed Work Order. If the service provider fails to submit the bank guarantee within 07 days from the date of award of work order, the same shall be deducted from their running bills. In the event of failure in meeting the requirements of awarded work order, DIL reserves the rights to encash the entire or partial amount as per financial loss incurred by the organization due to failure in execution of the work order.

For Example: say Quantity awarded in a year: 10,000 Metric Tons, Coal Value: Rs.2000/ Mt

Requisite BG Value: INR 10 lacs.

E. BID OPENING

- 1) Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on **30th August'2022** in presence of Bidder or authorized representative of Bidder who wish to attend the opening of Bids. Only one representative per bidder with proper authorization / power of attorney can participate. Keeping COVID related restrictions/norms issued by Government of India in place, bid opening may also be done through online platform which will be intimated through e-mail.

- 2) The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders. DIL reserves the right to select one service provider or to split the work among more than one service provider.
- 3) Security Deposit has to be submitted by the successful bidder before being awarded the Job Contract.

F. SCOPE OF WORK:

Coal being vital input, ensuring uninterrupted supplies as per our quantity and quality requirements is the essence of the services to be rendered by you. The major points specifically to be complied are:

1. The Service Provider shall ensure endorsement of program by Coal Company and sanction of program as per endorsement, based on requirement communicated by DIL from time to time.
2. Rake allotment, rake offering, indent placement and rake loading as per advice of DIL.
3. Coordination with MCL mines staff, MCL HQ and Railway authorities for ensuring smooth and continuous flow of rakes from MCL sidings as per advice of DIL.
4. Arrangement of sufficient manpower for supervision to ensure regular and smooth dispatches of coal supply as per requirement of DIL.
5. Service Provider shall supervise the loading and ensure coal of **proper quantity and quality** loading matching with grade declared by MCL free from Shale/Stone, big size boulders and other foreign ingredients. **Demurrage incurred at Generating station** on account of physical size of coal / boulders shall attract suitable penalty.
6. Service Provider will ensure that over loading/ under loading in rakes is avoided and will load the wagons as per the respective permissible carrying capacity of the wagons in each rake as mentioned in the relevant circulars and **minimize the penal freight and idle freight**.
7. The service provider shall arrange for deferment of loading of coal as desired by DIL in liaison with MCL Officials.
8. The service provider shall pay the WRF charge while placing indent for a rake. If the same is adjusted in the Railway Freight, then the service provider shall raise a debit note to DIL Ltd for re-imbursement of the WRF charge. If it is not adjusted in the Railway Freight then the service provider shall make arrangement with the Railway for refund of the same.
9. The service provider shall ensure, all railway wagons are healthy.
10. The service provider shall collect the Coal invoices, other documents from MCL, RRs and associated documents immediately and forward the same to our office at Kolkata. Similarly, the service provider will also take up with MCL for obtaining **refund against amounts due** to us for various reasons from time to time.
11. E-way bill for transportation of coal by rail mode have to be submitted by the service provider
12. Apart from the services indicated above, any other services, if required shall be provided by the service provider to ensure that the desired quality and quantity of Coal reaches the project site.

G. QUANTITY & QUALITY

Spur 5,6, G12 -100 mm: 30,900 MT (07 rakes)

Sardega, G13, -100 mm: 14200 MT (03 rakes)

H. COMMERCIAL CONDITIONS:

Note: All computations including incentive / penalties will be based on the Actual Receipt at Station.

1. BONUS/PENALTY FOR SHORTAGES ON ACCOUNT OF TRANSIT WEIGHT LOSS:

Transit weight loss will be calculated as the **difference between the RR Weight of coal in the rake and the Actual Receipt weight of coal** as recorded in the electronic weigh bridges at our generating station. Penalty shall be levied on **co-ordination charge** as per the following table:

Shortage-%	Payout
Up to 0.1	10% Incentive on Co-od Charges for Shortage
> 0.1 to 0.3	No Penalty
>0.3 to 0.5	05% Penalty on Co-od Charges for Shortage
>0.5 to 0.8	10% Penalty on Co-od Charges for Shortage
>0.8 to 1.0	15% Penalty on Co-od Charges for Shortage
>1.0 to 1.5	30% Penalty on Co-od Charges for Shortage
>1.5 to 2.0	50% Penalty on Co-od Charges for Shortage
>2.0 to 3.0	60% Penalty on Co-od Charges for Shortage
>3.0	No Payment.

Note: Calculation and Billing will be separately for Talcher & Sardega.

Weighment at plant weighbridge will be witnessed and endorsed by your representative. In case of any disagreement with regard to the plant received weight, your representative shall immediately note and inform DIL representative. However, in case of dispute, decision of DIL shall be final and binding in this matter. In the event your representative does not witness the weighment at plant end, the Plant Received Weight shall be final for all commercial purposes. When due to any reason Plant received weight is not available, RR net weight shall be considered for all commercial purposes.

2. Penalty for demurrage charge at unloading end due to quality of coal:

Service provider shall be liable to bear demurrage charge on account of physical quality of coal as reported by Generating Station in case of repetitive occurrence from a particular source. Quantum of deduction shall be at the discretion of DIL Official.

3. PAYMENT TERMS & SUPPLY BASIS

- Bills will be submitted on monthly basis and Payment will be made within 30 days of submission and acceptance of bills. 75% payment will be released on the basis of monthly bills and balance payment of 25% will be released after final GCV reconciliation and penalty settlement as applicable.
- Quality Analysis at DIL end shall be final for all payment purpose, however service provider shall have the right to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by the Customer
- Validity of the Rates: Till contract period.

- d) 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.

4. QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):

Quality of coal shall be based on **GCV Eq** (Equilibrated at 40° C and 60% RH). Coal of billed grade as applicable has to be guaranteed **for the total supplied quantity** source wise (separately for Spur 5/6 and Sardega).

Following GCV penalty will be applicable. Average of all the rakes supplied will be considered for GCV penalty calculation.

Loss in GCV (Equilibrated)	Penalty
For loss up to 50 GCV less than Guaranteed GCV	5% penalty on coordination charge for quality.
For loss more than 50 GCV up to 100 GCV	10% penalty on coordination charge for quality.
For loss more than 100 GCV up to 200 GCV	20% penalty on coordination charge for quality.
For loss more than 200 GCV up to 300 GCV	40% penalty on coordination charge for quality.
For loss more than 300 GCV up to 350 GCV	60% penalty on coordination charge for quality.
For loss more than 350 GCV	70% penalty on coordination charge for quality.

- (a) Sampling & Analysis of coal will be done in accordance with relevant Indian standards & codes at DIL own Laboratory at plant end.
- (b) Sampling shall be done at DIL Plant (Un-loading) end, from each rake
- (c) Sample lot size for GCV (Equilibrated) analysis would be rake wise.
- (d) No representative will be allowed to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by the Customer
- (e) No dispute/referee sample on DIL plant analysis report will be entertained.

Note: For GCV penalty, average GCV (Eq) of 07 rakes from Spur 5,6 will be considered and average GCV (Eq) of 03 rakes from Sardega will be considered separately.

5. Overload and underload

Over load and Penal load will be calculated monthly average MT/Rake for the received rake quantity on the basis of monthly rake receipts at DIL plant end. Any refund on freight due to Underloading as per FSA clause will be considered for underload calculation.

UL Tonne per Rake= Aggregate PCC of the rake- Station weight of the rake, followed by adjustment, If any, provided in the coal invoice. (UL will be calculated wrt DIL Plant weight)

POL Tonne will be as indicated on the Railway Receipt of the rake.

Following penalty will be applicable:

Underload (MT/Rake)			
Talcher		Sardegga	
Underload	Payout	Underload	Payout
</=60	No Penalty	</=60	No Penalty
>60 to 100	10% Penalty on Co-od Charges for UL&OL	>60 to 100	10% Penalty on Co-od Charges for UL&OL
>100 to 140	20% Penalty on Co-od Charges for UL&OL	>100 to 140	20% Penalty on Co-od Charges for UL&OL
>140 to 180	30% Penalty on Co-od Charges for UL&OL	>140 to 180	30% Penalty on Co-od Charges for UL&OL
>180 to 220	40% Penalty on Co-od Charges for UL&OL	>180 to 220	40% Penalty on Co-od Charges for UL&OL
>220 to 260	50% Penalty on Co-od Charges for UL&OL	>220 to 260	50% Penalty on Co-od Charges for UL&OL

Penal Load (MT/Rake)			
Talcher		Sardegga	
Penal Load	Payout	Penal Load	Payout
</=0	No Penalty	</=0	No Penalty
>0 to 1	10% Penalty on Co-od Charges for UL&OL	>0 to 1	10% Penalty on Co-od Charges for UL&OL
>1 to 2	20% Penalty on Co-od Charges for UL&OL	>1 to 2	20% Penalty on Co-od Charges for UL&OL
>2 to 3	30% Penalty on Co-od Charges for UL&OL	>2 to 3	30% Penalty on Co-od Charges for UL&OL
>3 to 4	40% Penalty on Co-od Charges for UL&OL	>3 to 4	40% Penalty on Co-od Charges for UL&OL
>4 to 5	50% Penalty on Co-od Charges for UL&OL	>4 to 5	50% Penalty on Co-od Charges for UL&OL

I. 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 WO.

Technical Bid	
Particulars	Details
Minimum experience of handling 1.0 Lakh Tonnes in rail mode from any CIL subsidiary in any two of the last four financial years. (including current FY 2022-23)	Experience in Rake co-ordination (Yes/No): Consumers worked for (Names): Total QTY-MT in last 2 FY:
Details of PF Submission	Year: Amount: Year: Amount:
Company's Financial Summary (Amount Rs. in Lakhs):	<div style="display: flex; justify-content: space-between;"> <u>FY 20-21</u> <u>FY 21-22</u> </div> Turnover: Profit and Loss: Gross Profit: Profit after Taxes: Net worth:
Self-certification of non- blacklisting	Provided Yes/No:
Last two years financials along with balance sheets:	Provided Yes/No:
Remarks if any	
<p>a. <u>Bidders are required to fill all the fields mentioned in the Technical Bid Sheet.</u></p> <p>b. The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.</p> <p>c. Bidders are required to make paging of the supporting documents, the corresponding pages for any particular declaration in this technical bid sheet shall be mentioned accordingly.</p> <p>d. Bidders are requested to enclose only relevant supporting documents in Technical Bid Envelope which shall support their declaration to the Technical Bid.</p>	

ALL THE TERMS AND CONDITIONS STATED IN THE NIT DOCUMENT ARE ACCEPTED.

SIGNATURE & SEAL: _____
DATED: | | 2022

COMMERCIAL BID

(All rates in Rs/MT)

Bidders shall have to quote rate for each source i.e. Talcher SPUR 5&6 and Sardega. The quoted rate under Coal Co-ordination for each source shall have the following weightage:-

Quality :-55%

Shortage :- 40%

Underload & Overload :- 5%

The rate quoted for coal co-ordination will be having the above weightage and payouts under each head (Quality, Shortage, UL&OL) will be calculated separately.

SOURCE/PARTICULARS	(Rate Rs/MT)
Talcher Spur 5&6	
Sardega	

ALL THE TERMS AND CONDITIONS STATED IN THE RFQ DOCUMENT ARE ACCEPTED.

SIGNATURE & SEAL:

DATED: | | 2022

Rake Delivery Schedule for Spur 5&6

<u>Rake No</u>	<u>Delivery Date.</u> (Bidder shall mention a date, Latest by this date the supply to be ensured to DIL)
<u>Rake No.1</u>	
<u>Rake No.2</u>	
<u>Rake No.3</u>	
<u>Rake No.4</u>	
<u>Rake No.5</u>	
<u>Rake No.6</u>	
<u>Rake No.7</u>	

Rake Delivery Schedule for Sardega

<u>Rake No</u>	<u>Delivery Date.</u> (Bidder shall mention a date, Latest by this date the supply to be ensured to DIL)
<u>Rake No.1</u>	
<u>Rake No.2</u>	
<u>Rake No.3</u>	

Note: To be enclosed along with commercial bid envelope.

**Annexure-1
(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 two 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 Co-ordination of Rail movement, rake supervision and allied activities originating from MCL command area in any two of the last four financial years (including the current FY 2022-23).
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date