RP - Sanjiv Goenka Group
Growing Legacies

Dhariwal Infrastructure Limited
CIN:U70109WB2006PLC111457

NOTICE INVITING TENDER ('NIT') **Date: 30.06.2026**

For Transportation, Handling and Supply of FSA/ Shakti coal by RCR mode from SECL coalfield to Dhariwal Infrastructure Limited (MDIT).

NIT No:DIL:HO:COAL:4660

A. INTRODUCTION

Dhariwal Infrastructure Limited (DIL), 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. Dhariwal Infrastructure Limited ("DIL") invites offer for transportation & handling and supply of coal by RCR mode allocated against SECL FSA/SHAKTI for the period of **July'26 to Mar'27** from **Gevra, Dipka & Kusmunda mines** to Dhariwal Infrastructure Limited Plant located at Chandrapur Maharashtra.

In this context, offers are being invited from suitable Bidders based on General Terms, Conditions & 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 offer/s.

1. Sealed offer, clearly mentioning the NIT Number and Bidder's name and address, to be submitted on or prior to the "Due Date. Offers cannot be submitted via E-mail. Hard copy submission within due date is mandatory. Faxed/E-mailed Bids or Bids received after due date shall be rejected without further reference.
2. **EMD, Technical Bid** & **Commercial Bid** shall be enclosed in three separate closed and sealed envelopes with written above the envelope as Technical Bid and Commercial Bid respectively. These three envelopes shall be enclosed in one covering envelope containing the name of the Bidder and Contact Details. 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. **Last date of Submission: 1200 Hours, 8th July, 2026**
7. **Address of Submission: Attn: Sr. Vice President – Fuel Management, Dhariwal Infrastructure Ltd, CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001.**
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 negotiate with selected bidders (selected based on Techno Commercial offer).
10. All correspondence/queries related to NIT can be directed to e-mail id dhariwalcoaltender@rpsg.in latest by 3rd July'26 beyond which no clarification/query will be entertained.

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

INFRASTRUCTURE LIMITED ★ DHARIWAL ★

Sr. Vice President-Fuel Management

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

C. BIDDERS 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.

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.

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

5. **Coal Transportation Experience:** The Bidder shall have experience of Transportation & Rake loading of minimum **3(Three) Lakh Tonnes** by RCR (Road cum Rail) mode from SECL or Sidings located over SECR/SER/ECOR command area in any 2 (two) of the last 3(three) financial years. Details of Work Order & Experience Certificates/Completion Certificates shall have to be provided in support of the above.

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

7. **Affidavit of Non-Debarment/Non-Blacklisting:** Bidders are 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 (20) 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. **Companies trading coal (Selling Coal) from the same Siding cannot participate in the NIT. An affidavit to this effect must be furnished by the bidder. The successful bidder cannot trade (sell coal) during the tenure of the contract of DIL from that respective siding**

10. Coal must be transported to and loaded from a siding which is Goodshed/Private commercially notified for out-ward movement of coal which is operational for the last 6 six months for coal rake loading. **The siding should have handled min 10 rakes per month in last three month from the date of NIT and preferably have very low pendency of rake allotments.**

11. **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. Bidders shall furnish all required documents to DIL, as desired from time-to-time.

12. **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).
13. **Restriction on Participation of Related Parties and Multiple Bids:**

    Prohibition of Multiple Bids by Related Parties: No Bidder, or any of its **Related Parties**, shall be permitted to submit more than one bid, whether individually or as part of a consortium or through subsidiary, for the same tender. If it is found that a person **controls** (directly or indirectly) multiple entities submitting bids (entities under common control), 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 - II.**

14. **The Bidder shall provide the list of Directors along with their address and PAN supported by the Forms filed with the Registrar of Companies for appointment of the Directors.**
15. The Technical Bid Envelope shall contain the following documents: -
    - PAN card
    - Valid GST Certificate
    - ITR for assessment year 2023-24 & 2024-25
    - Valid PF code.
    - ESI registration Certificate.
    - Copy of Work order issued from the ordering company confirming to quantity mentioned.
    - Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for last two Financial Years.
16. DIL reserves the right to cancel any bid if any or all these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. DIL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.
17. The above details shall be submitted as part of the **Technical Bid in a separate envelope.** The format provided for Technical Bid shall be filled and enclosed along with Technical Bid. The information provided in this format shall be substantiated with supporting documents which shall be verified by DIL.

18. **CONDITIONAL AND INCOMPLETE TENDER**

I. Conditional and incomplete tenders shall be summarily rejected.

II. The entire offer to be submitted by the bidder 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 tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.

III. Bidder must fill/quote for all items mentioned in the technical and price bid format with all cells filled-up must be submitted. Non-submission of this sheet and partial quoting will lead to rejection of the bid.

IV. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies, it may be treated as submission of false documents by the bidder and DIL may take decision to ban the Successful Bidder(s) in participating in future tenders.

V. **All the submitted documents will have to be attested by the bidder with official seal of the agency / company.**

VI. The bidder 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.

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

D. EMD AND SECURITY DEPOSIT:

EMD DEPOSIT: The Bidder shall furnish EMD for an amount of **Rs.10 Lakh** while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft drawn on favor of “M/s Dhariwal Infrastructure Limited, payable at Kolkata”.

Tenders 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 does not qualify in the Technical and / or Price bid. In case the Bidder is awarded the Job Contract and the same is not accepted by the bidder, then this DD/amount will be forfeited. If the bidder is awarded WO and the same is accepted, then this DD/amount will be refunded back to the bidder.

SECUITY DEPOSIT: For due performance of the contractual obligation, the successful bidder will have to furnish Bank Guarantee in favor of Dhariwal Infrastructure Limited for **15% of the coal value inclusive of all taxes** from any Nationalized Bank or Scheduled Bank 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 30.06.2027 and shall be renewed in every six months till the final reconciliation with a claim period of 1 year from the date of expiry. SFMS copy must be attached with BG. **SFMS copy must be attached with BG**

The Work Order shall be issued after receiving the Security Deposit within the stipulated time.

E. BID OPENING

1) Bids will be opened at address mentioned in "General Conditions for submission of Bid" on **9th July'26**.
2) DIL reserves the right to select one service provider or to split the work among more than one service provider.

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 Successful Bidder. The major points specifically to be complied are:

1. Completing all the formalities with SECL Bilaspur and other concerned offices for release of Delivery order through RCR mode.
2. Lifting of ROM coal by road mode from the collieries of SECL in Korba Area, transportation of coal to the Railway siding and loading of rakes as per the monthly delivery schedule for DIL.
3. Coal must be transported to and loaded from a siding which is good shed/Private commercially notified for out-ward movement of coal which is operational for the last 6 six months for coal rake loading and loading of at least 10 rakes /month has been carried out in the last 3 months. **The siding should preferably have very low pendency of rake allotments.**
4. Successful Bidder shall ensure supply of billed quality coal from the respective colliery.
5. Successful Bidder shall ensure uniform lifting of coal as per asking rate as intimated by DIL. Excess supply during the last days of DO validity period to be avoided.
6. Trucks should be GPS enabled. Remote tracking of trucks should be allowed to the customer.
7. All trucks shall be covered with tarpaulin and properly sealed before dispatch to siding. Covering of trucks with tarpaulin and tie-up with rope shall be in the scope of Successful Bidder(s).
8. Trucks engaged by Successful Bidder(s) shall have road worthiness and shall possess all necessary RTO clearances for hassle free transportation and unloading.
9. Successful Bidder shall ensure all railway wagons are healthy and are of **BOXN type** only.
10. Successful Bidder shall supervise & arrange for loading of Coal into railway rakes at the railway siding with a view to maximize the load quantity as permissible in accordance with relevant railway regulations.
11. Supervision of Loading Profile of Rakes- The bidder shall strictly ensure uniform loading profile across the full cross-section of each of the wagons for reducing under-load and for avoiding any occurrence of electric flashover with OHE during the movement of the rake from Loading siding to Generating Station.
12. Arrangement of sufficient manpower for supervision to ensure regular and smooth dispatches of coal supplies as per DIL's requirement.
13. All statutory returns pertaining to District Mining officer should be submitted by the Successful Bidder on behalf of Dhariwal Infrastructure Limited.
14. The bidder will be responsible for indenting, timely placement, dispatch & delivery of railway rakes to DIL, such that the **desired delivery schedule** as informed by DIL is to be maintained. **Railway Freight for the rakes will be paid by DIL.**
15. The bidder shall pay the WRF charge while placing indent for a rake. If the same is adjusted in the Railway Freight, then the bidder 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 bidder shall make arrangement with the Railway for refund of the same.
16. Successful Bidder to ensure that no bulged or defective wagons are loaded. There are additional costs incurred in handling of bulged/ defective wagons. Successful Bidder(s) shall avoid occurrence of such instances, failing which Successful Bidder will be held liable for the financial loss to DIL.

17. Successful Bidder shall follow up for timely dispatch of rakes in co-ordination with Railways. Whenever any wagon declared sick (by rail) enroute / any wagon detached enroute, tracking of the sick wagon till its delivery at plant end shall be ensured by the party. If any sick wagon gets misplaced enroute then the coal value of the sick wagon will be deducted from the Successful Bidder.
18. Successful Bidder will also take up with SECL/Railways for obtaining refund/adjustment against amounts due on them for various reasons time to time. **Bidder's PBG shall be extended until the full refund against credit notes along with all refunds received from Subsidiary. During the currency of contract, BG shall be on hold/extend the validity till final reconciliation.**
19. Successful Bidder shall be responsible for co-ordination with TPSA and Coal company for any dispute regarding sampled coal quality/quantity at loading end.
20. The Successful Bidder shall supervise the loading and ensure billed quantity and quality loading matching with grades declared by SECL and Coal free from Shale/Stone, Big size boulders and other foreign materials. **The size of coal loaded on to Rakes should be -100 mm only.** Necessary arrangement (Crushing) shall be provided by Successful Bidder if required.
21. Successful Bidder shall ensure no foreign material (iron/metal particle etc.) should be loaded in rakes. If any incident found while unloading at plant end, Successful Bidder shall be held liable for same and service charge of the said rake shall be deducted from billing. DIL may take strict action in such cases including termination of contract on immediate basis.
22. The Successful Bidder should ensure that coal is stored **in appropriate manner in the Good shed/ Private siding** in identifiable stacks and ensure to protect it from fire, submergence during rain or theft.
23. The Successful Bidder shall collect the Coal invoices, other documents from SECL, RRs and associated documents immediately and forward the same to office of DIL.
24. The Successful Bidder will be responsible for getting EDRM approval from Railways and for placement of Indent and supply of rakes to DIL including reconciliation with railways.
25. E-way bill for transportation of coal by road / rail mode must be submitted by the Successful Bidder.
26. The Successful Bidder shall require loading any remnant coal if any from same siding from the previous DO if available. This should be loaded in separate identifiable wagons of the rakes.
27. Timely dispatch of rakes by arranging the required manpower immediately after loading.
28. Successful Bidder shall maintain proper records and provide MIS reports/information/data as required by DIL.
29. If Stones, stone boulders, Mud, Slurry, Other Foreign Material etc. noticed during unloading of rakes and reported at unloading site of DIL and is found not suitable for feeding then services charges including equivalent coal value shall be deducted for that particular quantity of the rakes. The deduction of above non-suitable quantity shall be jointly certified by DIL plant and service provider. Any repair cost of coal handling equipment attributable for such non-suitable quantity shall be borne by service provider after jointly certified by DIL plant and service provider.
30. Demurrage (if any) due to unloading delay on account of Oversized/Boulders, Stones, Mud & Slurry will be passed on to Service Provider for recovery from raised invoices recoverable from Charges. The Demurrage quantum should be certified by the station with photographic time stamp due to Stones, boulders, mud & slurry. However, during monsoon season, demurrage shall be recoverable for Stones & Stones boulders only.
31. Apart from the services indicated above, any other services, if required shall be provided by the Successful Bidder to ensure that the desired quality and quantity of Coal reaches to our Plant.

G. QUANTITY

Approx. **4.50 Lakh Tones (+/- 20%)** from **Gevra, Dipka & Kusmunda** mines for allocation period of July'26 - Mar'27

If any coal gets allocated other than -100 mm size, then it will be the responsibility of the Successful Bidder to ensure supply of only -100 mm sized coal to DIL.

H. COMMERCIAL CONDITIONS:

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

   A tolerance of 0.3% will be allowed on delivery order quantity for shortage. Coal value will be deducted for any shortage above 0.3%.

   Shortage = Quantity Lifted from Mines **–** DIL Plant Receipt Weight.

2. **WEIGHMENT & LIFTING FROM MINES**: DIL shall furnish certified copies of original print outs of coal receipt weighment at the plant weighbridge.

   Calculation of DIL Weight Shall be as follows: -
   DIL Weight = Gross Weighment Measured at DIL WB - Tare weight as per DIL WB.

3. **CORRECTION OF RECEIVED WEIGHT FOR TOTAL MOISTURE (TM):**

   TM of received coal shall be measured after sampling as detailed in "Quality Analysis."
   Allowable maximum TM% for coal loaded in non-monsoon (October to May): 11%
   & for monsoon period (June to September): 15%
   Illustration:
   Received weight of coal in a rake = 'W1'
   TM of received coal = 'M%'
   Allowable TM % = xx%
   If M> XX%, then, TM adjusted weight W2 = W1 X {1-(M%-xx%)}
   If M<= XX%, then, TM adjusted weight W2 = W1

Weight W2, called the 'TM corrected Receipt weight', shall be considered for all commercial purpose.

4. The entire DO quantity shall be lifted from mines within the allowed lifting period. If any quantity gets lapsed due to non-lifting of coal, the Coal Value per/MT (incl EMD/ Process fee if any) amount shall be recovered from the invoices raised by Successful Bidder/BG submitted by Successful Bidder. If due to any force majeure or difficult position at mines end any quantity gets lapsed then Successful Bidder need to pursue the matter with Coal Company, if Coal Company does not forfeit the Coal Value, Successful Bidder will not be liable for any penalty.

5. **QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):**
   Quality Commitment: **As per Billing Grade.**

   G11: Minimum guaranteed GCV (Eq) = **4000 kcal/kg**

   Applicable grade as notified by SECL from time to time.

a) GCV penalty will be applicable on transportation charge: For GCV received below initial billed grade as per analysis report of DIL Lab**, pro-rate penalty on landed cost of coal at DIL will be applicable.** ***(Landed Cost is inclusive of Coal Value, Rail Freight, Road Freight, and Handling and other related Charges.) Coal value will be as per initial billed grade.***
b) Sampling & Analysis of coal will be done in accordance with relevant Indian standards & codes at DIL own Laboratory at plant end.
c) DIL is not obligated to make any coal value payment to the successful bidder under any circumstances.
d) Sampling shall be done at DIL Plant (Un-loading) end, from each rake.
e) Sample lot size for GCV (ARB & Equilibrated) analysis would be rake wise.
f) Successful Bidder representative will be allowed to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by DIL authority.

g) No dispute/referee sample on DIL plant analysis report will be entertained.
h) The Successful Bidder may depute their representative at plant end for witnessing unloading and sample collection/preparation.
i) No TPSA Referee Results will be entertained for reconciliation & billing purposes.
j) **GCV penalty will be calculated based on Wt. average GCV of allocated DO quantity month wise.**
k) Quantity Reconciliation will have be completed within 90 days of D.O. date.

6. **PAYMENT TERMS & SUPPLY BASIS**

a) **Successful Bidder shall ensure to handle rakes from same siding as offered in price bid or any other Railway siding having same or less Railway freight to MDIT**. Any siding offered having higher Railway freight, then the difference will be borne by the Successful Bidder.
b) Bills will be submitted on monthly basis and payment will be made within 30 days from invoice acceptance date. 50% initial payment will be released based on monthly bills after receiving DIL's Lab GCV results for the proportionate supplied quality as per Guaranteed GCV grade.
c) Balance payment of 50% will be released after final GCV and quantity reconciliation and penalty settlement as applicable as per applicable commercial terms.
d) Handling & Transportation charges to be paid based on normalized weight at station.
e) **Quality Analysis at DIL end shall be final for all payment purpose**.
f) Validity of the Rates: Till contract period.
g) Deduction on account of transit weight loss and penalty for failure to lift coal within due date of DO, if any, shall be reconciled during evaluation of bills.
h) **Any demurrage at loading point end/ railway charges etc. attributed to Successful Bidder, shall be passed on to Successful Bidder for recovery from raised invoices.**
i) In the event of default/breach in respect to the terms of the contract by the Successful Bidder, DIL will have full right to appoint another Successful Bidder to complete the remaining work and differential cost will be recovered from the defaulting Successful Bidder.
j) Final contractual payment shall be released only after receiving full refund against amount dues from SECL.
k) The consideration paid to the Successful Bidder is exclusively and solely for the scope of work agreed herein.

7. **Coordination with TPSA for loading point sampling & analysis: (As applicable)**

(a) DIL has entered into a tripartite agreement with TPSA & SECL. Contractor must witness on behalf of DIL, the sampling, preparation and analysis of coal as per tripartite agreement terms & conditions. Contractor will extend all support to TPSA during sampling, preparation & storage of sample and ensure sampling of whole DO quantity. Accordingly, Successful Bidder will record and report immediately to DIL for any deviation from applicable procedure and standards with applicable evidence.
(b) Successful Bidder must support TPSA/DIL in ensuring safe storage of coal samples.
(c) Successful Bidder to coordinate with TPSA/SECL for the sample collection & preparation and collect the procurer part sample from TPSA and handover it to DIL designated lab within **2 days** of timeline from date of sample preparation for further analysis.
(d) The Successful Bidder shall ensure that the referee sample is kept with proper seal code duly certified on behalf of DIL and is then transferred and kept in Referee sample storage room.
(e) The Successful Bidder shall also witness the transportation of referee samples to referee laboratory on behalf of DIL.
(f) In case TPSA declares grade lower than SECL's declared grade, contractor must assist DIL at all stages from filling claim, till the credit note is issued to DIL.
(g) **Contractor must ensure the supply of billed grade coal to avoid any debit note.**

(h) Grade will be assessed based on delivery order wise quantity.

(i) In case of TPSA declaring higher grade as compared to billed grade, then differential basic price of coal will be deducted from Successful Bidder's transportation and handling bills. For example, in case of G11 grade delivery order, if the average GCV of the said delivery order comes to G10. Then Rs/MT penalty will be calculated as below:

Penalty= Basic price of G10 Coal (Rs. 1130/MT) - Basic Price of G11 Coal (Rs. 975/MT)

= Rs. 155/MT

However, if against G10 or higher grade declared by TPSA, plant received GCV against said Delivery order also comes to G10 or above grade which is same as declared by TPSA, then no penalty will be applicable.

(j) All above GCV results of TPSA will be considered as per initial Grades declared by TPSA. **No referee results will be entertained for final contractual reconciliation.**

8. **OVERLOAD AND UNDERLOAD:**

Penal Freight appearing on Railway Receipt (RR) will be recovered from the Successful Bidder after adjustment of normal freight for the penal load quantity in the rake.
Detention charge, PCLA & other related charges levied by Railway on account of load adjustment en- route due to overloading will be on the account of the Successful Bidder.

The idle freight for underloading, if any, will be recovered from the Successful Bidder.
The Underload figures will be calculated after considering the net underload effect for the billing period after considering both negative and positive values.
UL Tonne per Rake = Aggregate Chargeable weight – Plant received weight of the rake.

Idle freight shall be calculated as above on aggregate basis for the work order.

The Successful Bidder shall ensure that there is no detention of wagons at the railway siding due to failure of transportation of sufficient quantity of coal to the siding and in case of such failure the bidder shall be held responsible and demurrage if any, paid by DIL **shall be recovered from the Bidder's bill/dues/Security Deposit/BG.**

9. **E-WAY BILL:**

Successful Bidder is required to generate E-Way Bill for the coal to be handled.

1. Road Mode
   a. E way bill will be generated for each dumper/truck by the Transporter (the Handling Agent).
   b. The Successful Bidder will generate the e way bills.
2. Rail Mode
   a. E way bill will be generated by the Handling Agent on behalf of DIL.
   b. For each RR, one e way bill will be generated by the Handling Agent.
   c. Once the e way bill is generated, the Handling Agent will share a copy of the same by email with DIL Plant people/Coal Team and a copy of the e way bill will be handed over to Railway Authorities on unloading of rakes.

I. LEGAL TERMS & CONDITIONS:

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.

2. FIRM PRICES

Contract prices shall remain firm throughout the Contract period and no price revision shall be admissible except for on account of variation in statutory taxes and duties.

3. TAXES AND DUTIES

a) 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 only. Any new tax and duties levied post- date of Contract will only be taken into account with proper documentary evidence.

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

c) Applicable income tax / withholding tax shall be deducted while making payment and necessary certificate as per government regulation shall be issued in due course of time (as and if applicable).

4. 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 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 from any obligation, duty or responsibility under the Contract and the Successful Bidder shall be and shall remain exclusively responsible to DIL with full responsibility on Successful Bidder for all acts, omissions and defaults of the Sub-Successful Bidder / sub-vendors.

5. INDEMNIFICATION

Successful Bidder 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 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.

6. TERMINATION

At any point of time:

a) DIL reserves the right to terminate the Contract (without cause and liability) by giving 30 days’ notice to Successful Bidder 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.

c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Successful Bidder 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) shall Successful Bidder be entitled to any prospective profits or any damages

Successful Bidder’s Default:

i. Successful Bidder has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract or Unsatisfactory performance of the contracted work.

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

iii. Involvement in action causing breach of peace and discipline within the DIL Plant/ area premises.

iv. Failure to comply with terms and conditions of the contract.

v. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the DIL.

vi. Successful Bidder 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.

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

7. RISK PURCHASE

In case of default or failure by Successful Bidder to carry out any work, provide deliverables as required despite follow up by DIL, the Company may employ and pay other persons or agencies to carry out the so referred works and all actual additional costs (over and above the agreed Order issued to Successful Bidder) which DIL will incur / will have to incur in order to get the job executed plus 20% of the additional cost of referred works towards DIL's administrative charges and expenses thereof, consequent thereon and incidental thereto shall be to the account of Successful Bidder and such costs and expenses etc. shall be recovered from Successful Bidder's due payments / outstanding etc. In case of any shortfall after recovering from the pending payments, etc., Successful Bidder shall arrange to refund such amount (as advised by DIL) within 15 days of such advise failing which such amount shall attract interest payment @ 18% per annum in addition to other action as deemed fit by DIL.

8. NOTICES

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

a) Certified mail with return receipt or by an international courier (with confirmation copy by couriers). Notice shall be deemed given when received; or

b) By facsimile transmission. Any notice sent by facsimile transmission shall be deemed to have been served at the time of receipt. A positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary; or

c) By hand delivery with written acknowledgement and such notices shall be addressed to the person as communicated during placing the Work Order. or

d) to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. DISPUTE RESOLUTION & ARBITRATION

a) If any questions, disputes or differences of any kind whatsoever shall arise between the Owner and the Successful Bidder, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by DIL who, after being requested to do so, shall give written notice of its decision to the Successful Bidder.

b) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties

c) 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.**

d) The arbitration shall be conducted by a sole arbitrator appointed by DIL.

e) The decision of the sole arbitrator shall be final and binding upon the Parties. The expense of the arbitration shall be shared equally by both the Parties. The arbitrator may, from time to time, with the consent of both the Parties increase the time for making the award.

f) During settlement of disputes and arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

g) Parties agree that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

10. INSURANCE

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

11. COST RECOVERY

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

12. COMPLIANCE WITH STATUTORY REGULATIONS ETC.

1) The selected Successful Bidder undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract
2) The Successful Bidder undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Successful Bidder shall comply with all applicable laws, rules and regulations in force. The Successful Bidder undertakes to obtain such permission/license as may be required under the Central Contract Labor (Regulation and Abolition) Act, 1970 etc. The Successful Bidder undertakes to produce the license/permission etc. so obtained to DIL or furnish copies thereof as and when required by DIL. The Successful Bidder also undertakes to keep and get renewed such license, permission etc. from time to time. The Successful Bidder shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
3) The selected Successful Bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. DIL, in no way will be responsible for settlement of such issues whatsoever. DIL shall not be responsible for any damages, losses, Financial or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payments towards any compensation
4) In case, the Successful Bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof DIL is put to any loss/obligation, monetary or otherwise, DIL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

13. 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 project 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.
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.

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/ Owner as the case may be, **shall within one week, give notice in writing** to the Owner/ Successful Bidder, 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 shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Successful Bidder shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Successful Bidder shall not take any such steps unless directed so to do by the Engineer.

Thanking You
For**, Dhariwal Infrastructure Limited**

Vernon Morais M.X.
Sr. Vice President – Fuel Management

TECHNICAL BID

<u>N I T No: DIL:HO:COAL:4660</u>

Particulars	**Details**	**Supporting Document Page-No**
Experience in RCR (Yes/No):		
Siding Handled for RCR Work (Names):		
Consumers worked for RCR Work (Names):		
Mines Handled in RCR (Names):		
Total Qty. handled in RCR Work (in Lakh Mt):	**YEAR** **Qty.-Lakh Mt** FY 25-26: FY 24-25: FY 23-24:	
Details of PF Submission:	Year : Amount: Year : Amount:	
Company's Financial Summary (Amount Rs. in Crs):	**FY 23-24** **FY 24-25** Turnover: Profit & Loss: Gross Profit: Profit after Taxes: Net worth:	
Organizational setup, Manpower, Vehicles, Office Address details:	No of Offices: No of Manpower: No. of Vehicles Owned: No. of Vehicles on Lease:	
Affidavit of non- debarring/Blacklisting	Provided Yes/No:	
Affidavit of not trading in coal from the same siding.	Provided Yes/No:	
Last two years financials along with balance sheets:	Provided Yes/No:	
Remarks if any:		

a. **Bidders are required to fill all the fields mentioned in the Technical Bid Sheet**.
b. The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.
c. Bidders are required to make paging of the supporting documents, the corresponding pages for any declaration in this technical bid sheet shall be mentioned accordingly.
d. Bidders are requested to enclose only relevant supporting documents in Technical Bid Envelope which shall support their declaration to the Technical Bid.

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

SIGNATURE & SEAL: ______________________________

DATED: | | 2026

NIT No: DIL:HO:COAL:4660

PRICE BID

South Eastern Coalfields Limited.

(All rates in Rs/MT)

Mines	**Gevra OC**	**Kusmunda OC**	**Dipka OC**
Railway Siding for Handling of Coal (Mention Railway Siding Name)			
Railway Siding for Handling of Coal. (Mention Railway Siding Code)			
Distance from Mines to Railway Siding- KMs			
Transportation cost from Mines to Siding (Rate/MT)			
Handling and Loading etc Charges of Coal onto Rakes including crushing if required (Rate/MT)			
Total Service Charges: Transport + Handling (excluding taxes) Rs/MT			
Rail Distance from Railway Siding to DIL Plant (MDIT)- KMs			
Final Railway Freight to DIL (MDIT) inclusive of OTC and all taxes and levies. Rs/MT			
Additional charges (like co user charges/Siding Charges etc.) inclusive of taxes and levies to be incurred at the Railway Siding. Rs/MT			
(Mention each charge individually)			

REMARKS, IF ANY:

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

SIGNATURE & SEAL: ____________________________________

DATED: | | 2026

NIT No: DIL:HO:COAL:4660

ANNEXURE-I

BIDDER 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)	( )
2.10	Partnership act	
2.11	Any other authority (Please specify)	( )
2.12	Registration Details	
2.13	Registration No. and date	( )

(Kindly attach a photocopy of registration certificate)

2.14	Membership to any body	( )
2.15	Any other Statutory Registration	( )
2.16	Registration details with taxation authorities	
2.17	Permanent Income Tax A/c No.	
2.18	GSTIN	
2.19	Whether Excise Duty applicable:	YES ( ) NO ( )

3. Employee's Provident Fund Code No. (   )

3.1 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. Please attach copies of last two years audited annual report & accounts.

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 PHOTOCOPY OF MAJOR CONTRACTS ALREADY EXECUTED BY Successful Bidder DURING LAST 2 YEARS.

(Signature of the applicant with stamp)

Place:

Designation:

Date:

ANNEXURE-II

NIT No: DIL:HO:COAL:4660

(To be submitted on Bidder's Letterhead)

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

Bidder's Name and Address:

To,
Dhariwal Infrastructure Limited,
Sr. Vice President (Fuel Management)
CESC House, 1st Floor, Chowringhee Square,
Kolkata-700 001.

Dear Sir(s),

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.

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: **(Signature)** ....

(Printed Name) ....

Place: **(Designation)** ....

(Seal)