

NOTICE INVITING TENDER ('NIT')

Date: 02.11.2022

FOR LOADING SUPERVISION OF COAL RAKES BOOKED IN SCCL SPOT AUCTION FROM GODAVARI KHANI & YELLANDU CHP TO DHARIWAL INFRASTRUCTURE LTD (MDIT).

NIT No: DIL:HO:COAL:3450

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. Dhariwal Infrastructure Ltd ("DIL") invite offer in the prescribed price bid format for loading supervision of coal rakes booked in SCCL spot e-Auction from Godavari Khani & Yellandu CHP to Dhariwal Infrastructure Limited.

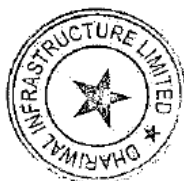
In this context, offers are being invited from suitable service providers on the basis of General Terms, Conditions and Related Information provided in this document

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 Email. 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. 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:** **13:00 hrs of 9th November'2022.**
7. **Address of Submission:** **Attn: Vice President – Fuel Management, Dhariwal Infrastructure Limited, CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001.**
8. DIL reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer).
9. All correspondence/queries related to tender can be directed to email id dhariwalcoaltender@rpsg.in latest by 15:00 hrs of 05th November'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:

1. The service provider shall have a minimum experience of handling 0.5 lakh Tonne per annum from Singareni Collieries Company Limited (SCCL)/Any CIL Subsidiary in Rail mode in any one of the last three financial years. 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.
2. 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.
3. The Service provider shall have to give a declaration/self-certification that they are not blacklisted by any customer.
4. The bidder should be solvent and not declared bankrupt. The bidder shall have a positive net worth of Rupees 3 Cr. (three 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.
5. 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.
6. 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.
7. The Purchaser reserves the right to cancel the tender/any bid/qualify/ disqualify any bidder without assigning any reason whatsoever.
8. DIL reserves the right to assign the order to one or more than 1 vendor.
9. The details sought as per above shall be submitted as part of the Technical Bid. 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.

D. BID OPENING

- 1) Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on **09th November'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.

E. 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 SCCL mines staff, SCCL HQ and Railway authorities for ensuring smooth and continuous flow of rakes from SCCL sidings as per advice of DIL.

4. Arrangement of sufficient number of 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 SCCL 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 SCCL 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 SCCL, RRs and associated documents immediately and forward the same to our office at Kolkata. Similarly, the service provider will also take up with SCCL 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.

F. QUANTITY & QUALITY

02(8,300MT) rakes from YLD CHP (YELLANDU)- RAIL (SPSG) G15 CRR Grade.

04(16,600MT) rakes from GDK OC 3 (GODAVARI KHANI)- RAIL (GOSG) G11 CRR Grade.

01(4150MT) rakes from GDK 1 CHP (GODAVRI KHANI)- RAIL (GOSG) G08 CRR Grade.

G. COMMERCIAL CONDITIONS:

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

1. 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 LEVEL	Penalty (Rs./MT))
0% to 0.3 %	No Bonus / No Penalty
> 0.3 %	Coal value will be deducted for additional shortage over and above 0.3%

Note: Average of all the rakes supplied will be considered for shortage calculation.

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**

- a) 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.
- b) 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
- c) 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**.

Following GCV penalty will be applicable. Average of all the rakes supplied rake-wise/source-wise will be considered for GCV penalty calculation.

Loss in GCV (ARB)	Penalty (Rs./MT)
For loss up to 100 GCV less than Guaranteed GCV	Rs. 10/MT
For loss more than 100 GCV up to 200 GCV	Rs. 20/MT
For loss more than 200 GCV up to 300 GCV	Rs. 40/MT
For loss more than 300 GCV	No payment will be made

- (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.

H. 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	Supporting Document Page No.
Minimum experience of handling 0.5 Lakh Tonnes from Singareni Collieries Company Limited (SCCL)/Any CIL Subsidiaries in Rail mode in any one of the last three financial years.	Experience in SCCL)/Any CIL Subsidiaries Rail Mode (Yes/No): Mines Handled (Names): Consumers worked for (Names): Total No. of rakes in last 03 FY:	
The service provider worked with DIL or with any of DIL's group companies in the previous 3 financial years	Yes/No:	
Details of PF Submission	Year: Amount: Year: Amount:	
Company's Financial Summary (Amount Rs. in Crs):	<div style="display: flex; justify-content: space-around;"> <u>FY 20-21</u> <u>FY 21-22</u> </div> Turnover: Profit and 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:	
Self-certification of non-blacklisting	Provided Yes/No:	
Last three years audited annual report & accounts	Provided Yes/No:	
Remarks if any		
➤ <u>Bidders are required to fill all the fields mentioned in the Technical Bid Sheet.</u> ➤ The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope. ➤ 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. ➤ Bidders are requested to enclose only relevant supporting documents in Technical Bid Envelope which shall support their declaration to the Technical Bid.		

Signature:
Designation:

Name of the Firm:
Address of the Firm:

Seal of Firm:

Annexure-II

PRICE BID

Description	Rates basis Billed Grade GCV (Eq)
Rate (Rs/MT) for said scope of work	
GST (as applicable)	
Total cost to DIL (Rs/MT)	

REMARKS, IF ANY:

SIGNATURE & SEAL: _____

DATED: | | 2022