

NOTICE INVITING TENDER ('NIT')

Date: 11.02.2022

FOR CO-ORDINATION, HANDLING AND TRANSPORTATION OF SPECIAL FORWARD E-AUCTION COAL BY ROAD MODE FROM WCL COLLIERY TO DHARIWAL INFRASTRUCTURE LTD.

TENDER No:DIL:HO:COAL:3277

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 Co-ordination, handling & Transportation of Coal booked under WCL Special Forward E-auction in Road mode from WCL Coalfields 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 21st February'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 17th February'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. Only bidders well experienced in similar work shall submit their offers.
2. The service provider shall have a minimum experience of handling 1.5 Lakh Tonnes/annum from Western Coal Fields Limited (WCL) in Road mode in any two of the last four financial years. The service provider will also be eligible if previously worked with DIL in the previous three financial years. Details of WO copies / experience certificates shall have to be provided in support of the above.
3. 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.
4. The Service provider shall have to give a declaration/self-certification that they are not blacklisted by any customer.
5. The bidder should be solvent and not declared bankrupt. The bidder shall have a minimum Net Worth of Rupees Ten crores as on 31 March, 2021, to be certified by a practising Chartered Accountant. Last three years audited annual report & accounts are required to be submitted.
6. 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.
7. 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.
8. The Purchaser reserves the right to cancel the tender/any bid/qualify/ disqualify any bidder without assigning any reason whatsoever.
9. Selection of Service Provider will be on the basis of following parameters:-
 - Low landed cost as delivered to our Power Station (all inclusive)
10. DIL reserves the right to assign the order to one or more than 1 vendor.
11. 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. EMD AND SECURITY DEPOSIT:

EMD DEPOSIT: The Service Provider shall furnish EMD for an amount of Rs.5.0 Lakh favoring “Dhawiwal Infrastructure Limited.” while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft drawn on favor of “M/s Dhawiwal 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 “Dhawiwal 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.

D. BID OPENING

- 1) Bids will be opened at the address mentioned in “General Conditions for submission of Bid” on **21st February’2022 at 15:00 hrs** 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 email.
- 2) The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders.
- 3) Security Deposit has to be submitted by the successful bidder before being awarded the Job Contract.

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. Release of Delivery Order (DO).
2. Coordination with WCL mines staff and WCL HQ for ensuring smooth and continuous supply of coal as per our requirement.
3. Arrangement of sufficient number of tippers/trucks and manpower (for supervision) to ensure regular and smooth dispatches of coal supplies from the colliery on regular basis as per our requirement.
4. You shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by WCL/CIL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients.
5. Unloading of coal at plant end.
6. You shall collect the Coal invoices and other documents from the WCL immediately and forward the same to our Plant on regular basis. Similarly, you will also take up with WCL for obtaining refund against amounts due to us for various reasons from time to time.
7. Apart from the services indicated above, any other services which also includes clearance of obstruction of transport route by any local villagers etc. if required shall be provided by you to ensure that the desired quality and quantity of Coal reaches to our Plant.
8. Ensuring supply of right quality coal from the respective colliery also forms part of your responsibility.
9. Ensuring uniform supply of coal as per asking rate. Excess supply during the last days of DO validity period to be avoided as plant will not be able to handle too many trucks in a day.
10. Safety during truck movement and unloading at plant to be ensured by the Bidder. Any accident-related compensation shall be to the account of the Bidder.
11. Trucks should be GPS enabled. Remote tracking of trucks should be allowed to the customer.
12. Trucks engaged by Service provider shall have road worthiness and shall possess all necessary RTO clearances for hassle free transportation and unloading.
13. All the trucks should be properly covered with tarpaulin.

F. SOURCE, QUALITY & QUANTITY

Mungoli OCM (G10 Grade, -100 mm): 1,00,000 MT

Sasti Exp OCM (G11 Grade, -100 mm): 48,000 MT

Pauni II Exp OCM (G11 Grade, -100 mm): 28,000 MT

G. LIFTING PERIOD

As per WCL SFEA terms & conditions, lifting period is from February’22 to April’22.

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%.

2. WEIGHMENT & LIFTING FROM MINES: DIL weight will be final for reconciliation and all commercial purpose. DIL shall furnish certified copies of original print outs of coal receipt weighment at the plant weighbridge.

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 EMD per/MT amount shall be recovered from the invoices raised by service provider/BG submitted by Service Provider. If due to any force majeure or difficult position at mines end any quantity gets lapsed then Service Provider need to pursue the matter with Coal Company, if Coal Company does not forfeit the EMD, Service Provider will not be liable for any penalty.

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 and receipt of refund from coal company.
- b) Quality Analysis at DIL end shall be final for all payment purpose.
- 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.
- e) The consideration paid to the service provider is exclusively and solely for the scope of work agreed herein.”

4. QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):

Quality Commitment: As per Billing Grade.

Mungoli OCM, G10: Minimum guaranteed GCV (Eq) = 4300 kcal/kg

Sasti Exp OCM, G11: Minimum guaranteed GCV (Eq) = 4000 kcal/kg

Pauni II Exp OCM, G11: Minimum guaranteed GCV (Eq) = 4000 kcal/kg

Applicable grade as notified by WCL from time to time.

Following GCV penalty will be applicable on transportation charge:

For GCV received below 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, Road Freight, and Transport & Handling Charges.**

- (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 truck.
- (c) Sample lot size for GCV (Equilibrated) analysis would be truck wise.
- (d) Service provider representative will be allowed to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by DIL authority.
- (e) No dispute/referee sample on DIL plant analysis report will be entertained.

GCV penalty will be calculated on the basis of average GCV of source wise quantity i.e. 100000 MT for Mungoli OCM, 48000 MT from Sasti Exp OCM and 28000 MT for Pauni II Exp OCM.

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 HEL, 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, or in respect of usage of the consideration paid to 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 HEL. HEL 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

Technical Bid	
Particulars	Details
Minimum experience of handling 1.0 Lakh Tonnes from Western Coal Fields Limited (WCL) in Road mode in any two of the last four financial years.	Experience in WCL Road (Yes/No): Mines Handled (Names): Consumers worked for (Names): Total QTY-MT in last 2 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:
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	
The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.	

COMMERCIAL BID

PRICE BID FORMAT:

Western Coal Fields Limited.

(All rates in Rs/MT)

Description	Mungoli OCM (G10,- 100mm)	Sasti Exp OCM (G11,- 100mm)	Pauni II Exp OCM (G11,-100mm)
Distance from mines to DIL plant			
Transportation price			

Note: GST on transportation service (currently @5%) is payable under reverse charge mechanism (RCM) by DIL and hence not to be included above.

REMARKS, IF ANY:

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

SIGNATURE & SEAL:

DATED: | | 2022

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 three 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 PHOTO COPY OF MAJOR CONTRACTS ALREADY EXECUTED BY SERVICE PROVIDER DURING LAST 3 YEARS.

(Signature of the applicant with stamp)

Place :

Designation :

Date :