



Date: 17.09.2024

## NOTICE INVITING TENDER ('NIT')

FOR CO-ORDINATION, HANDLING AND TRANSPORTATION OF COAL ALLOCATED UNDER SHAKTI SCHEME BY ROAD MODE FROM WCL COLLIERY TO DHARIWAL INFRASTRUCTURE LTD.

NIT No: DIL: HO: COAL: 4087

#### 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") invite offers from experienced Service Providers for Co-ordination, handling and transportation of coal allocated under "SHAKTI B(VIII)(a)" scheme to Dhariwal Infrastructure Limited to be supplied by WCL through road mode for the period of **September'24 to March'25** as per SHAKTI FSA terms & conditions.

In this context, offers are being invited from experienced service providers based on General Terms, Conditions and Related Information provided in this NIT.

## **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** & **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes with written above the envelope as Technical Bid & 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. 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: 11:00 hrs of 24<sup>th</sup> September'2024.

8. Address of Submission: Attn: Sr.Vice President – Fuel Management, Dhariwal Infrastructure Limited, CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001.

- 9. DIL reserves the right to negotiate with selected bidders (selected based on Techno Commercial offer).
- 10. All correspondence/queries related to tender can be directed to email id <a href="mailto:dhariwalcoaltender@rpsg.in">dhariwalcoaltender@rpsg.in</a> latest by 15:00 hrs of 20<sup>th</sup> September'24, beyond which no clarification/query will be entertained.

Thanking You,

For, Dhariwal Infrastructure Ltd.

**Sr.Vice President-Fuel Management** 

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

NIT Number: DIL:HO:COAL:4087 Page 1 of 13





## 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 3.0 Lakh Tonnes/annum from Western Coalfields Limited in Road mode in any two of the last three 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 Bidder shall have to submit an affidavit from 1<sup>st</sup> Class Judicial Magistrate stating that they or their wholly owned/majority subsidiary are not debarred/blacklisted by any customer in the past 12 months.
- 5. The bidder should be solvent and not declared bankrupt. The bidder shall have a minimum positive Net worth of Rupees Twenty-Five (25) crores as on date, a certified statement provided by CA (Chartered Accountant) to attached. 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. Preference shall be given to bidder having own fleet of more than 100 trippers/hyva.
- 8. 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.
- 9. The Purchaser reserves the right to cancel the tender/any bid/qualify/ disqualify any bidder without assigning any reason whatsoever.
- 10. The Technical Bid Envelope shall contain the following documents: -
  - PAN card
  - > Valid GST Certificate
  - > ITR for assessment year 2021-22, 2022-23 & 2023-24.
  - ➤ 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 CA with sign & seal) for FY 2022-23 and 2023-24.
- 11. DIL reserves the right to assign the order to one or more than 1 vendor.
- 12. DIL reserves the right to reject any bid if any or all these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or no applicability about 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. DIL is not necessarily bound to accept the lowest offer.
- 13. 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.10.00 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.

NIT Number: DIL:HO:COAL:4087 Page 2 of 13





**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) 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

- Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on 25<sup>th</sup> September'2024 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 though online.
- 2) The Price bid shall be opened on the date and time, which will be intimated later 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 must 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. The size of coal should be -100 mm only. Necessary arrangement (Crushing) shall be provided by service provider if required.
- 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.

NIT Number: DIL:HO:COAL:4087 Page 3 of 13



# DHARIWAL INFRASTRUCTURE LIMITED

## F. SOURCE & GRADE

Amalgamated Yekona I & II OCM, Grade: G10, -100 mm

Pouni II & III Exp OCM, Grade: G11, -100 mm

Neeljay OCM, Grade: G10, -100mm

Sasti OCM, Grade: G11, - 100mm

Mungoli OCM, Grade: G10, -100mm

Penganga OCM, Grade: G10, -100mm

Gouri Exp. OCM, Grade: G10, -100mm

Dinesh (Makardhokra III) OCM, Grade: G11 -100 mm

Makardhokra – I OCM, G11 -100 mm

Gokul OCM, G11 -100mm

Amalgamated Inder Kamptee Deep OCM, G12 -100mm

Quantity: The quantity may vary from approximately 30,000MT to 40,000MT per month based on WCL's Shakti e-Auction coal secured from the above-mentioned mines.

## **G. LIFTING PERIOD**

As per WCL Shakti e-Auction scheme terms & conditions.

#### 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 Coal Value 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 Coal Value, 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 based on 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) Final payment shall be released only after receiving full refund against amount dues from WCL.
- f) The consideration paid to the service provider is exclusively and solely for the scope of work agreed herein.
- g) The penalty levied, if any, under no circumstances exceed the contract value.

NIT Number: DIL:HO:COAL:4087 Page 4 of 13





## 4. QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):

Quality Commitment: As per Billing Grade 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, <u>pro-rate penalty on landed cost of coal</u> at <u>DIL will be applicable</u>. Landed Cost is inclusive of Coal Value (initial billed grade), 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 & 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 based on wt. average GCV of source wise quantity against respective tranches.

## 5. Validity

Contract period shall be effective from **01.09.2024 till 31.03.2025**. DIL, at their sole discretion may extend the validity period for a further period of one year subject to the satisfactory performance of the Contractor. However, the Contractor shall be responsible for completing any incomplete work for the related period of contract.

## 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) Service provider shall not sublet this Contract wholly or in part, without first obtaining the written consent of DIL. Such subletting shall not relieve the Service provider from any obligation, duty or responsibility under the Contract and the Service provider shall be and shall remain exclusively responsible to DIL with full responsibility on Service provider for all acts, omissions and defaults of the Sub-Service provider(s) / sub-vendors.

NIT Number: DIL:HO:COAL:4087 Page 5 of 13





## 5. INDEMNIFICATION

Service provider shall indemnify, defend and hold harmless Owner and all of 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 Service provider's and / or its Sub-Service provider'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 Service provider's / Sub-Service provider's failure to pay taxes, wages and alike
- b) Owner shall be entitled to retain from payments otherwise due to Service provider such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Service provider'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 Service provider without assigning any reason whatsoever
- b) Upon the occurrence of Service provider's Default as defined hereunder, DIL may terminate the agreement with or without serving a notice (depending upon severity of default) to the Service provider.
- c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Service provider at the time of or as a result of such termination.
- d) In no event (termination due to or not due to default of Service provider) shall Service provider be entitled to any prospective profits or any damages

Service provider's Default:

- i. Service provider 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 Service provider 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. Service provider 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. Service provider has been adjudged as bankrupt or become insolvent, or resolution for voluntary winding up has been passed by the shareholders of the Service provider.

#### 7. RISK PURCHASE

In case of default or failure by Service provider 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 Service provider) 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 Service provider and such costs and expenses etc. shall be recovered from Service provider's due payments / outstanding etc. In case of any shortfall after recovering from the pending payments, etc., Service provider 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.

NIT Number: DIL:HO:COAL:4087 Page 6 of 13





#### 8. NOTICES

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

- 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 Service provider, 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 Service provider.
- 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) Service provider 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 Service provider 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 Service provider 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 being insufficient, Service provider shall pay the difference to DIL. within 15 days of such advise by DIL, failing which DIL shall be eligible to take action as deemed fit including charging interest @ 18% per annum for the delayed period.

NIT Number: DIL:HO:COAL:4087 Page 7 of 13





## 12. COMPLIANCE WITH STATUTORY REGULATIONS ETC.

- 1) The selected Service provider undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract
- 2) The Service provider 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 Service provider shall comply with all applicable laws, rules and regulations in force. The Service provider undertakes to obtain such permission/license as may be required under the Central Contract Labor (Regulation and Abolition) Act, 1970 etc. The Service provider undertakes to produce the license/permission etc. so obtained to DIL or furnish copies thereof as and when required by DIL. The Service provider also undertakes to keep and get renewed such license, permission etc. from time to time. The Service provider shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- 3) The selected Service provider 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 service provider 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 widespread 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.

- 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 service provider.
- 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.

NIT Number: DIL:HO:COAL:4087 Page 8 of 13





If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Service provider/ Owner as the case may be, **shall within one week**, **give notice in writing** to the Owner/ Service provider, 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 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 Service provider shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Service provider 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 Service provider shall not take any such steps unless directed so to do by the Engineer.

NIT Number: DIL:HO:COAL:4087 Page 9 of 13





# NIT No: DIL:HO:COAL:4087

## **TECHNICAL BID**

Particulars	Details
Minimum experience of handling 3.0 Lakh Tonnes/Annum from WCL in Road mode in any two of the last three financial years.	Experience in Road transportation (Yes/No): Mines Handled (Names): Consumers worked for (Names): Total QTY-MT in 2 FY:
Details of PF Submission	Year: Amount: Year: Amount:
Company's Financial Summary (Amount Rs. in Crores):	FY 22-23 FY 23-24  Turnover:  Profit and Loss:  Gross Profit:  Profit after Taxes:  Net worth:
Affidavit of non- debarring/Blacklisting	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.

NIT Number: DIL:HO:COAL:4087 Page 10 of 13





## NIT No: DIL:HO:COAL:4087

# PRICE BID Western Coalfields Limited (All rates in Rs/MT)

Description	Amalgamated Yekona I & II OCM	Pouni II & III Exp OCM	Neeljay OCM	Sasti OCM	Mungoli OCM	Penganga OCM	Gouri OCM	Dinesh (Makardhokra III) OCM	Makardhokra – I OCM	Gokul OCM	Amalgamated Inder Kamptee Deep OCM
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:	
A	ACCEPTED
ALL THE TERMS AND CONDITIO	ONS STATED IN THE NIT DOCUMENT ARE ACCEPTED.
SIGNATURE & SEAL:	
DATED:   2024	





## **ANNEXURE-I**

## **BIDDER INFORMATION** (TO BE FILLED BY THE BIDDER)

1. Name of the company

2.	Status of the compan	v (Plea	ase tick the	e appro	priate box	()
	Status of the compan	, ,, ,,,,	20C CION CII	- 466.0	priace son	•,

	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 2.8 2.9 2.10	Any Other (Please Specify) Date of Establishment Firm is registered under (Please tick the appropriate box) Partnership act	(	)	)
	2.11	Any other authority (Please specify)	'	(	١
	2.12	Registration Details		(	)
	2.13 (Kindly a	Registration No. and date 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. Empl	oyee's Pr	rovident Fund Code No. ( )			
3.1	Emplo	yee's State Insurance Code No. ( )			





# 4. Communications Details 4.1 Address for Pegistered

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 EXECUTED DURING LAST 3 YEARS.
	(Signature of the applicant with stamp)
	Place :
	Designation :

Date: