

NOTICE INVITING TENDER ('NIT')

Date: 08.07.2024

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

NIT No:DIL:HO:COAL:4025

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. We, Dhariwal Infrastructure Limited ("DIL") invites offers from experienced Service provider for transportation & handling and supply of FSA coal by RCR mode, allocated against FSA by SECL for the period of **July'24 to March'25** from **Gevra, Dipka & Kusmunda mines** to Dhariwal Infrastructure Limited Plant located at Chandrapur Maharashtra.

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

B. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:

General Conditions mentioned hereunder are **mandatory** & must be complied with, to avoid rejection of the offer/s.

1. **Sealed bid** as per format given to be submitted on or prior to the "Due Date" in hard copy. Offers cannot be submitted via E-mail. Hard copy submission within due date is mandatory.
2. **Technical bid** and **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes with written above the envelope as Technical Bid and Commercial Bid respectively. These two envelopes shall be enclosed in one covering envelope containing the name of the Service Provider and Contact Details. 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 18th July,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 NIT can be directed to e-mail id dhariwalcoaltender@rpsg.in latest by **11.07.2024**, 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.

C. BIDDERS QUALIFYING CRITERIA (TECHNICAL BID):

1. Only Indian National Companies are allowed to participate in the NIT.
2. MSME norms will not be applicable to the NIT.
3. Only bidders well experienced in similar work shall submit their offers.
4. The Bidder shall have a minimum experience of Transportation & Rake loading of **3 lakh Tonnes/Year** by RCR (Road cum Rail) mode from South Eastern Coalfields Ltd (SECL) command area in any one of the last three financial years. Details of WO copies / Experience Certificates shall have to be provided in support of the above.
5. **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.**
6. 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.
7. The Bidder shall offer to load rakes from Sidings with extremely low pendency. If the total pendency from the siding offered by the Bidder is more than 10 rakes, then DIL reserves the right to reject the bidder.
8. **The Bidder shall have to submit an affidavit from a 1st Class Judicial Magistrate stating that they or their wholly owned / majority subsidiary are not debarred/ blacklisted by any customer in the past 12 months.**
9. The bidder should be solvent and not declared bankrupt. **The bidder shall have a positive net worth of Ten crores as on date**, a certified statement provided by CA (Chartered Accountant) to attached. Last two years financials along with balance sheets, summary of last two years' turnover, P&L, Gross profit & PAT are required to be submitted.
10. 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.
11. 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.
12. The Purchaser reserves the right to cancel the tender/any bid/qualify/ disqualify any bidder without assigning any reason whatsoever.
13. The Technical Bid Envelope shall contain the following documents: -
 - I. PAN card
 - II. Valid GST Certificate
 - III. ITR for assessment year 2020-21, 2021-22 & 2022-23
 - IV. Valid PF code.
 - V. ESI registration Certificate.
 - VI. Copy of Work order issued from the ordering company confirming to quantity mentioned.
 - VII. Audited Balance Sheet and Profit & Loss account (duly certified by CA with sign and seal) for FY 2021-22 and 2022-23.
14. 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.
15. 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 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” and should be **placed in the envelope containing the Technical Bid**.

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.

SECURITY DEPOSIT: For due performance of the contractual obligation, the bidder will have to furnish Bank Guarantee in favor of Dhariwal Infrastructure Limited for **07% of the coal value inclusive of all taxes** from any Nationalized Bank or Private Bank within 7 working days after issuance of 'Letter of Intent'. Bank Guarantee from Co-operative Banks will not be accepted.

Security Deposit may also be paid by way of DD/Pay-order/Bank Transfer. Bank Transfer should mention “Remittance from towards SD against Letter of Intent no..... Dated”. Bank account details will be provided after confirmation of work order. The Work Order shall be issued after receiving the Security Deposit within the stipulated time.

If security deposit is not submitted within specified time, then the same shall be deducted from the initial running bills.

For Example: Quantity awarded in a year: 1,00,000 Metric Tons, Coal Value: Rs.2000/ Mt Requisite BG Value: INR 1.4 Crore.

E. BID OPENING

- 1) Bids will be opened at the address mentioned in “General Conditions for submission of Bid” on **18th July,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. Bid opening may also be done through online platform.
- 2) 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.

CONDITIONAL AND INCOMPLETE TENDER: -

- i. Conditional and incomplete tenders are liable to rejection.
- 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 service provider 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. DIL reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. DIL does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- vii. 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.
- viii. Any document asked for clarification or any shortfall documents against submitted tender 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.

F. SCOPE OF WORK:

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

- i) Completing all the formalities with SECL Bilaspur and other concerned offices for release of Delivery order through RCR mode.
- ii) 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.
- iii) Coal must be transported to and loaded from a siding which is Public Goodshed / commercially notified for out-ward movement of coal which is operational for the last 6 six months for coal rake loading. **The siding should preferably have very low pendency of rake allotments.**
- iv) Make necessary arrangements for transportation of ROM Coal from the collieries of SECL to siding and loading into rakes.
- v) Ensuring supply of right quality coal from the respective colliery also forms part of Service. Provider's responsibility.
- vi) Ensuring uniform lifting of coal as per asking rate. Excess supply during the last days of DO validity period to be avoided.
- vii) Trucks should be GPS enabled. Remote tracking of trucks should be allowed to the customer.
- viii) 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 Service provider.
- ix) DIL may engage round the clock an independent 3rd party supervision team at siding for RCR rake loading and at mine end for truck loading and escorting of trucks till unloading at siding. Service

provider shall co-operate and provide all necessary assistance/ access to third part agency while performing his duty.

- x) Trucks engaged by Service provider shall have road worthiness and shall possess all necessary RTO clearances for hassle free transportation and unloading.
- xi) Service Provider shall ensure, all railway wagons are healthy and are of BOXN type only.
- xii) Service Provider 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.
- xiii) Arrangement of sufficient manpower for supervision to ensure regular and smooth dispatches of coal supplies as per DIL's requirement.
- xiv) All statutory returns pertaining to District Mining officer should be submitted by the service provider on behalf of Dhariwal Infrastructure Limited.
- xv) 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.**
- xvi) Service provider to ensure that no bulged or defective wagons are loaded. There are additional costs incurred in handling of bulged/ defective wagons. Service provider shall try to avoid occurrence of such instances, failing which Service provider will be held liable for the financial loss to DIL.
- xvii) Service Provider 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.
- xviii) Service Provider will also take up with SECL/Railways for obtaining refund/adjustment against amounts due on them for various reasons time to time.
- xix) Service provide shall be responsible for coordination with TPSA and Coal company for any dispute arises regarding sampled coal quality at loading end.
- xx) The bidder shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by SECL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients. **The size of coal loaded on to Rakes should be -100 mm only. Necessary arrangement (Crushing) shall be provided by service provider if required.**
- xxi) **Bidder shall ensure no foreign material (iron/metal particle etc.) should be loaded in rakes. If any incident found while unloading at plant end, service provider shall hold 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.**
- xxii) The bidder should ensure that coal is stored **in a proper manner in the Goodshed/ siding** in identifiable stacks and ensure to protect it from fire, submergence during rain or theft.
- xxiii) The bidder shall collect the Coal invoices, other documents from SECL, RRs and associated documents immediately and forward the same to office of DIL. Similarly, the bidder will also take up with SECL for obtaining refund, debit notes/ credit notes against amounts due to us for various reasons from time to time.
- xxiv) The bidder will be responsible for getting EDRM approval from Railways for placement of Indent and supply of rakes to DIL including reconciliation with railways.
- xxv) E-way bill for transportation of coal by road / rail mode must be submitted by the bidder.
- xxvi) The 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.
- xxvii) Timely dispatch of rakes by arranging the required manpower immediately after loading.
- xxviii) Service Provider shall maintain proper records and provide MIS reports/information/data as required by DIL.
- xxix) Collection of Coal invoices and other documents from the SECL immediately and forward the same

to our Plant on regular basis. Co-ordination with SECL for obtaining refund, debit/ credit notes, reconciliation etc. against amounts due to DIL for various reasons from time to time.

- xxx) If Boulders, Stones, Over Sized Coal (+ 250 mm), Mud, Slurry, Other Foreign Material etc. noticed during unloading of rakes and reported at unloading site of DIL and it is found not suitable for feeding in to bunker or rake unloading gets delayed for this reason or there is resulting damage to coal handling equipment, then services charges will be payable after applicable deduction for that particular quantity for the rakes and if on account of such qualities of coal as mentioned above results in unloading demurrage penalty then the service provider will be held responsible for the financial loss. **Whatever demurrage on account of above reasons incurred then, as per DIL plant report will be passed on to Service Provider for recovery from raised invoices.**
- xxxi) 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 to our Plant.

G. QUANTITY

Approximately **4.00 Lakh MT (+/- 10%)** from **Gevra, Dipka & Kusmunda** mines for the period **July'24 to March'25**

If any coal gets allocated other than -100 mm size then it will be the responsibility of the service provider 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 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.

Calculation of DIL Weight Shall be as follows: -

DIL Weight = Gross Weighment Measured at DIL WB - Tare weight as per DIL WB.

The entire DO quantity shall be lifted from mines within the allowed lifting period.

For lapse in lifting of coal within the DO validity due date by the Bidder, DIL will deduct coal value of equivalent lapsed quantity from the bill of the bidder.

3. QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):

Quality Commitment: As per Billing Grade.

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

G10: Minimum guaranteed GCV (Eq) = **4300 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 (initial billed grade), Rail Freight, Road Freight, and Handling and other related Charges.)**
- b) Sampling & Analysis of coal will be done in accordance with relevant Indian standards & codes at DIL own Laboratory at plant end.

- c) Sampling shall be done at DIL Plant (Un-loading) end, from each rake.
- d) Sample lot size for GCV (ARB & Equilibrated) analysis would be rake wise.
- e) 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.
- f) No dispute/referee sample on DIL plant analysis report will be entertained.
- g) The Service Provider may depute their representative at plant end for witnessing unloading and sample collection/preparation.
- h) **GCV penalty will be calculated based on wtg. average GCV of allocated DO quantity month wise.**

4. 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 after receiving DIL's Lab GCV results for the proportionate supplied quality as per Guaranteed GCV grade.
- b) Balance payment of 25% will be released after final GCV and quantity reconciliation and penalty settlement as applicable and receipt of refund from coal company.
- c) **Quality Analysis at DIL end shall be final for all payment purpose.**
- d) Validity of the Rates: Till contract period.
- e) 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.
- f) Any demurrage/ railway charges etc. attributed to service provider, shall be will be passed on to Service Provider for recovery from raised invoices.
- g) 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.
- h) Final payment shall be released only after receiving full refund against amount dues from SECL.
- i) The consideration paid to the service provider is exclusively and solely for the scope of work agreed herein.
- j) The penalty levied, if any, under no circumstances exceed the contract value.

5. Coordination with TPSA for loading point sampling & analysis:

- (a) DIL has entered into a tripartite agreement with TPSA and 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 and storage of sample and ensure sampling of whole DO quantity.
- (b) Accordingly, Service Provider will record and report immediately to DIL for any deviation from applicable procedure and standards with applicable evidence.
- (c) Service Provider must support TPSA/DIL in ensuring safe storage of samples.
- (d) Service Provider 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.
- (e) The service provider 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.

- (f) The Service Provider shall also witness the transportation of referee samples to referee laboratory on behalf of DIL
- (g) 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.
- (h) **Contractor must ensure the supply of billed grade coal to avoid any debit note.**
- (i) Grade will be assessed based on delivery order wise quantity.
- (j) In case of TPSA declaring higher grade as compared to billed grade, then differential basic price of coal will be deducted from your 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:

$$\text{Penalty} = \text{Basic price of G10 Coal (Rs. 1120/MT)} - \text{Basic Price of G11 Coal (Rs. 965/MT)}$$

$$= \text{Rs. 155/MT}$$

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.

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

6. OVERLOAD AND UNDERLOAD:

DIL provides no relief on Penal Freight. Penal Freight appearing on Railway Receipt (RR) will be recovered from the Service Provider after adjustment of normal freight for the penal load quantity in the rake.

DIL provides no relief on Idle Freight (Under loading). The idle freight if any will be recovered from the service provider.

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 Permissible Carrying Capacity (PCC) – Plant received weight of the rake.

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

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 service provider.

7. E-WAY BILL:

Service provider 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 Service Provider/Transporter will generate the e way bills by using their GSTIN user id and password.
2. Rail Mode
 - a. E way bill will be generated by the Handling Agent on behalf of DIL.
 - b. GSTIN user id and password of DIL will be used for generation of such e way bills.
 - c. GSTIN user id and password of DIL will be provided to the Service Provider.
 - d. For each RR, one e way bill will be generated by the Handling Agent.
 - e. 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) 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.

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.

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 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 and / or Bank Guarantees etc. 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.

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.
- 5) The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed for carrying out the job of DIL must be provided by the selected agency to DIL every month along with the claim bill, failing which the claim bill shall not be settled.

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 or 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 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.

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.

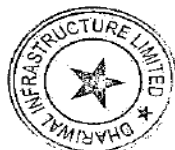
Effect of Force Majeure: Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure, which arise after the Date of Contract.

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 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.

Thanking You

For, **Dhariwal Infrastructure Limited**



Vernon Morais M.X.

Sr. Vice President – Fuel Management

TECHNICAL BID
N I T No: DIL:HO:COAL: 4025

Particulars	Details	Supporting Document Page-No
Experience in SECL RCR (Yes/No):		
Siding Handled for SECL RCR Work (Names):		
Consumers worked for SECL RCR Work (Names):		
Mines Handled in SECL RCR (Names):		
Total QTY handled in SECL RCR Work (in Lakh Mt):	<u>YEAR</u> <u>QTY-Lakh Mt</u> FY 22-23: FY 21-22: FY 20-21:	
Details of PF Submission:	Year : Amount: Year : Amount:	
Company's Financial Summary (Amount Rs. in Crs):	<u>FY 21-22</u> <u>FY 22-23</u> 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:	
Affidavit of non- debaring/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: | 2024

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)			
Rail Distance from Railway Siding to DIL Plant (MDIT)-KM			
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: | | 2024

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 PHOTOCOPY OF MAJOR CONTRACTS ALREADY EXECUTED BY SERVICE PROVIDER DURING LAST 3 YEARS.

(Signature of the applicant with stamp)

Place :

Designation :

Date :