

DIL:HO:COAL:4002

Date: 13.06.2024

NOTICE INVITING TENDER ('NIT')
FOR TARPULIN COVERING OF LINKAGE COAL VIA RAIL MODE LOADED FROM VARIOUS WCL SIDINGS
a/c DHARIWAL INFRASTRUCTURE LIMITED.

NIT No: DIL:HO:COAL: 4002

A. INTRODUCTION

We, Dhariwal Infrastructure Ltd ("DIL") invites offers from experienced Service Providers in the prescribed price bid format for tarpaulin covering of WCL Linkage coal via Rail Mode loaded from various WCL Sidings for Dhariwal Infrastructure Ltd.

DIL is sourcing its FSA Linkage coal from various sidings of Western Coalfields Limited in BOXN, BOXN-HL type wagons.

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

B. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:

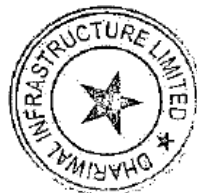
General Conditions mentioned hereunder are **mandatory** & must be complied with, to avoid rejection of the offer/s.

1. Offer to be submitted on or prior to the "Due Date". Offers can be sent via E-mail also.
2. All pages of the Tender/Bid comprising of Commercial Bid and Information/Documents as specified should be signed and seal should be affixed.
3. **Validity:** All offers must remain valid for our acceptance/negotiation for 30 days after the Last Date of Submission.
4. **Last date of Submission: 1100 Hrs, 21.06.2024**
5. **Email Id for Submission: dhariwalcoaltender@rpsg.in**
6. **Address of Submission:**
Attn: Vernon Morais M.X., S r . Vice President – Fuel Management,
C/o Dhariwal Infrastructure Ltd, CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001.

You are requested to submit the offer by **1100 Hours, 21st June,2024.**

Thanking You

For, **Dhariwal Infrastructure Limited**



Vernon Morais M.X.
Sr.Vice President (Fuel Management)

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

C. SCOPE OF WORK:

1. Service provider will be given turnkey job including material & manpower for covering of tarpaulin in coal rakes.
2. The liability of manpower lies with service provider which includes their lodging, boarding, traveling, safety etc.
3. After completion of rake loading all the loaded wagons need to be covered with tarpaulin as per accepted standards of Coal Company, Railways and RPF.
4. Tarpaulin should be single piece & tied with proper nylon ropes at all mid – points (i.e. 8 points per wagon) in addition to 4 corners, sufficient for protecting from dust and rains during in transit.
5. Tarpaulin covering and tying need to be done as per the wagon (BOXN, HL, NS) supplied at the siding.
6. The Service Provider shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
7. The Service Provider shall provide adequate size of tarpaulin for full covering of wagons on top side along with some overlap on sides of the wagons.
8. Damaged/ torn tarpaulins & ropes shall not be used
9. Tarpaulin covering is to be completed within the free time provided for the same. Any Demurrage on account of delay in wagon covering will be in the scope of the vendor.
10. Service provider should maintain specification of:
 - a) **Good quality HDPE Tarpaulin – minimum 80 GSM**, however quality shall be as per requirement prescribed by Railway/Authority (if any). However, you may offer for **200 GSM** as given in Price Bid.
 - b) Rope – 6 mm for clipping and 8 mm for rounding purpose
 - c) Usage of HDPE Box / Cap type tarpaulin for covering of Box N on re-usable basis
 - d) Ensure proper rope net before covering the tarpaulin to avoid water logging and after covering also rope net to be used for supporting the tarpaulin.
 - e) Adhesive & other material must be provided by the service provider for proper covering & sealing of wagons.
 - f) Ensure 100% water proof covering.
11. Any penalty levied by the Railways for causing damage to Railway infrastructure enroute due to loose tying or poor-quality tarpaulin, will be in scope of the vendor.
12. Service provider must do the necessary co-ordination with Railways and all Sidings in WCL Command Area staffs for doing the work hassle free.
13. The tarpaulin can be recollected from unloading site at plant and can be reissued depending on their remaining life value.
14. The process of untying and removing tarpaulin covers at pant end will be responsibility of service provider.

15. The Service provider shall deploy adequate manpower & resources at loading and unloading points for covering & uncovering the tarpaulins within the allowed free time.
16. The service provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to the Contractor or to the Employer or to any third party working at the Site. Safety PPEs (viz. Safety Shoes, Helmet, Gloves, Raincoat, Mask, Florescent Jacket, Sanitizer etc.) must be provided by the service provider to their workmen.
17. The Service provider shall keep their deployed resources & manpower fully and comprehensively insured at their own cost during the Contract Period.
18. It may take time for collection of tarpaulins and to bring back to loading point for reusing it, hence service provider should have adequate tarpaulin sets for ensuring not a single rake is dispatched without covering with tarpaulins.

QUALIFYING REQUIREMENT

- a. The Bidder should be a regular service provider for covering coal rakes with tarpaulin having handled minimum of **100 rakes per annum for tarpaulin covering in any one financial year during last three financial years.** Experience Certificates/Work Order to be provided by Service Provider.
- b. DIL also reserves the right to seek such additional information as it may deem fit to satisfy itself of eligibility of the Bidder. The Bids of the Bidders not meeting the Qualifying Criteria shall not be considered for Evaluation purpose.
- c. Qualification threshold may be lowered in case of exigencies only at the discretion of DIL to ensure wider participation.
- d. It may be noted that DIL is not bound to award the Contract to the lowest Bidder & reserves the right to re-negotiate the prices.

QUANTITY:

Approx. **10-12 Rakes/Month** from various sidings in WCL command area.

VALIDITY:

Validity will be effective from **01.07.2024 to 31.03.2025**

PAYMENT TERMS:

- a) Bills will be submitted on monthly basis and Payment will be made within 30 days of submission and acceptance of bills.
- b) Validity of the Rates: Till contract period.
- c) If any penalty levied by Railway/ Coal company on account of covering of rakes with tarpaulin, same shall be deducted from service provider bills.
- 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.

LEGAL TERMS & CONDITIONS

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.

SUBLET

Subletting of job is allowed only after approval by DIL. Change of partner/associates allowed only after approval from DIL. and 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.

INDEMNITY

The Contractor assumes responsibility for and shall indemnify and save harmless DIL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Contractor's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Contractor in connection with performance of the Scope of this Contract. Contractor to take sole control of the defence of such claims. The Contractor shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify DIL. DIL shall not in any way be responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Contractor under this Contract.

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.

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.

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.

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 WO.

PRICE BID

	Price Rs/Wagon for 80 GSM	Price Rs/Wagon for 200 GSM
For Tarpaulin Covering, tying at loading point. And Untying, Removing Tarpaulin at unloading point.		

REMARKS, IF ANY:

SIGNATUTE & SEAL

DATED

|

| 2024