

NIT NO. : HEL: HO: COAL:3433

Dated: 02<sup>nd</sup> July, 2022

**NOTICE INVITING TENDER ('NIT')**

**For Handling & Transportation of coal of 0.40 Lakh MT booked under Spot E-Auction (dated 30.06.2022) in RCR mode from MCL Coalfields (Ananta Mines- Talcher) to Haldia Energy Limited.**

**A. INTRODUCTION**

Haldia Energy Limited (HEL), a subsidiary of CESC Limited, is having a 600 MW (2x300 MW) coal-based power project in Banerwar Chak, Haldia, East Medinipur district, West-Bengal. Haldia Energy Ltd ("HEL") invite offer in the prescribed price bid format for Handling & Transportation of Coal booked under Spot E-Auction in Road mode (RCR) from Mahanadi Coalfields Limited (MCL) to Haldia Energy Limited.

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

**B. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:**

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

1. **Sealed bid** as per format given to be submitted on or prior to the "Due Date" in hard copy. Offers cannot be submitted via 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. **Delivery Schedule** shall be enclosed along with the Commercial Bid envelope. 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, only 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:** Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid. The quoted prices shall remain firm till completion of the contract.
6. HEL 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. HEL reserves the right to negotiate with selected bidders (selected on the basis of Techno-Commercial offer)
8. **Last date of Submission:** **1300 Hours, 11<sup>th</sup> July, 2022.**
9. **Address of Submission:** Attn: Vice President – Fuel Management, Haldia Energy Limited,  
RPSG-House, 6<sup>th</sup> Floor, 2/4 Judges Court Road, Alipore, Kol-700027
10. Any query / clarification regarding this Notice to be addressed to V.P (Fuel Management) in the email address [haldiacoaltender@rpsg.in](mailto:haldiacoaltender@rpsg.in) latest by 13:00 Hrs. of 08<sup>th</sup> July, 2022 beyond which no query /clarification shall be entertained.

Thanking You,  
For, **Haldia Energy Ltd.**

 

**VP-Fuel Management**

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

### C. BIDDERS QUALIFYING CRITERIA (TECHNICAL BID):

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- Only Indian National Companies are allowed to participate in the NIT.
- MSME norms will not be applicable to the NIT.
- Only bidders well experienced in similar work shall submit their offers.
- The Bidder shall have a minimum experience of Transportation and Rake loading of 1.5 lakh Tonne/year by RCR (Road cum Rail) mode from Coal India Subsidiaries in any one of the last three financial years (FY 2021-22, 2020-21, 2019-20). Details of WO copies / Experience Certificates shall have to be provided in support of the above.
- **Companies trading coal (Selling Coal) from the same Siding or Mines cannot participate in the NIT.**
- **Bidders shall submit their offers to execute the work from a Railway Siding nearer to the mines.**
- 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.
- The Service provider shall have to give a declaration/self-certification that they are not blacklisted by any customer.
- 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 are required to be submitted.
- 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.
- 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.
- The Technical Bid Envelope shall contain the following documents: -
  - I. PAN card
  - II. Valid GST Certificate
  - III. ITR for assessment year 2018-19, 2019-20, 2020-21
  - 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 Chartered Accountant with sign and seal) for FY 2017-18, FY 2018-19 & FY 2019-20.
- HEL reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or no applicability with regard to any as above has not been submitted. HEL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. HEL is not necessarily bound to accept the lowest offer.
- 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 HEL.

#### D. BID OPENING & FINALIZATION:

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Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on **12<sup>th</sup> July, 2022** in presence of Bidders or authorized representatives of Bidders 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 in place, bid opening may also be done through online platform.

The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders. HEL reserves the right to select one service provider or to split the work among more than one service provider.

#### 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 HEL 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. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation 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 HEL and HEL shall have no obligation to return the same to the Bidder for any reason whatsoever.

## **E. EMD and SECURITY DEPOSIT:**

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EMD DEPOSIT: The Service Provider shall furnish EMD for an amount of Rs.5 Lakh favoring “Haldia Energy Limited.” while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft drawn on favor of “M/s Haldia Energy 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 HEL Limited for 5% 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. Validity period of the BG should be till 30.04.2022.

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: 200000 Metric Tons, Coal Value: Rs.2000/ Mt  
Requisite BG Value: INR 2 Crs.

## F. SCOPE OF WORK:

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

- Release of Delivery Order (DO).
- Coordination with MCL mines staff and MCL HQ for ensuring smooth and continuous supply of coal as per HEL's requirement.
- Transportation of coal from MCL mines in dumpers/tippers to the nearest rail siding and then loading of coal into rakes for onwards for movement to Haldia Energy Limited Plant.
- 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 HEL's requirement.
- Pre information to HEL with details of the railway siding from where loading of coal will happen. Service Provider shall be responsible for indenting, timely placement, dispatch & delivery of railway rakes to HEL, such that the desired delivery schedule is maintained. Railway Freight will be arranged by HEL.
- Service Provider shall supervise the loading (rake & road) and ensure proper quantity and quality of coal matching with grades declared by MCL/CIL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients.
- Monitoring of loading of coal at loading point and lodging of loading complaints, if any with respective authorities regarding the quality and quantity should be done by the party. Copies of such complaints shall be provided to HEL officials.
- Service provider shall ensure supply of (-100 mm) coal which shall ensure unloading of rakes within the permitted time given by Railways.
- Collection of the Coal invoices and other documents from the MCL immediately and forward the same to HEL Plant on regular basis. Similarly, Service Provider shall also take up with MCL/CIL for obtaining refund against amounts due to HEL for various reasons from time to time.
- Ensuring supply of right quality coal from the respective colliery also forms part of Service Provider's responsibility.
- Ensuring uniform lifting of coal as per asking rate. Excess supply during the last days of DO validity period to be avoided.
- Trucks should be GPS enabled. Remote tracking of trucks should be allowed to the customer.
- Trucks engaged by Service provider shall have road worthiness and shall possess all necessary RTO clearances for hassle free transportation and unloading.
- Service Provider shall ensure, all railway wagons are healthy and are of BOBR/BOXN type only.
- 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.
- Rake Escorting & in-transit information for avoiding theft of any coal enroute.
- All responsibilities for approval and compliances and liaison with Odisha Mining Dept.
- During Rains, on completion of loading but before dispatch, Service Provider shall arrange to cover all wagons by tarpaulin which should be tied & secured properly.
- Service Provider shall arrange to send scanned copies of RRs and Coal Bills to HEL & Plant by e-mail soon as they are generated & hand over the original to Plant official as soon as possible.

- Service Provider is required to depute their person at HEL plant end for submission of RR copies and required to obtain release memo from Durgachak Railways goods office and shall provide the same to designated HEL plant official after unloading of rakes at HEL plant end.
- Apart from the services indicated above, any other services, if required shall be provided by the service provider to ensure that the desired quality and quantity of Coal reaches the project site.

## G. QUANTITY

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Ananta Mines, G-12 Grade, -250 mm: 0.40 Lakh MT

**It will be the responsibility of the service provider to ensure supply of only -100 mm sized coal to HEL.**

## H. COMMERCIAL CONDITIONS:

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### 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 – HEL Plant Receipt Weight.

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

Calculation of HEL Weight Shall be as follows:-

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

The entire DO quantity shall be lifted from mines within the allowed lifting period. If any quantity gets lapsed due to non-lifting of coal, the EMD per/MT amount shall be recovered from the invoices raised by service provider/BG submitted by Service Provider. If due to any force majeure or difficult position at mines and if any quantity gets lapsed, then Service Provider need to pursue the matter with Coal

Company, if Coal Company does not forfeit the EMD, Service Provider will not be liable for any penalty.

### 3. PAYMENT TERMS & SUPPLY BASIS

a) Bills will be submitted on monthly basis and Payment will be made within 30 days of submission and acceptance of bills. 75% payment will be released on the basis of monthly bills and balance payment of 25% will be released after final GCV reconciliation, Quantity reconciliation and penalty settlement as applicable.

b) Quality Analysis at HEL end shall be final for all payment purpose, however service provider shall have the right to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by the Purchaser.

- 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, HEL 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 MCL.
- f) The consideration paid to the service provider is exclusively and solely for the scope of work agreed herein

4. QUALITY PENALTY (BASIS GUARANTEED GCV Equilibrated):

Quality of coal shall be based on **GCV Eq** (Equilibrated at 40° C and 60% RH).

**Quality Commitment is for supply coal in Billing Grade.** For G-12 Grade its 3700 Kcal/Kg on Equilibrated basis)

Following GCV penalty will be applicable on transportation charge:

For GCV received below billed grade as per analysis report of IIA, **pro-rate penalty on landed cost of coal at HEL will be applicable.** Landed Cost is inclusive of Coal Value, Rail Freight, Road Freight, Handling and other related charges.

- a) Sampling & Analysis of coal will be done in accordance with relevant Indian standards & codes at HEL own Laboratory/IIA Lab.
- b) Sampling shall be done at HEL Plant (Un-loading) end, from each rake.
- c) Sample lot size for GCV (ARB & EQ) analysis would be rake wise.
- d) There will be 2- parts of Sample (HEL and Service Provider), Service provider sample shall be handed over to the Service provider for their reference.
- e) Service provider shall have the right to witness the sampling, preparation and analysis in person or through live CCTV camera feed as decided by the Purchaser.
- f) No dispute on IIA analysis report will be entertained.

5. OVERLOAD AND UNDERLOAD:-

HEL 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.

HEL 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.

#### 6. E-WAY BILL:

Generating e way bill for inter-state coal movement from 1 April 2018. 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 HEL.
  - b. GSTIN user id and password of HEL will be used for generation of such e way bills.
  - c. GSTIN user id and password of HEL 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 HEL Plant people/Coal Team and a copy of the e way bill will be handed over to Railway Authorities on unloading of rakes.

LEGAL TERMS & CONDITIONS FOR  
**TENDER No: HEL:HO:COAL:3433 for MCL SPOT(RCR)**

#### 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 HEL. 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 HEL 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 / SubService 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) HEL 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, HEL 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 HEL 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 HEL.
- 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 HEL, 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 HEL will incur / will have to incur in order to get the job executed plus 20% of the additional cost of referred works towards HEL'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 HEL ) 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 HEL.

## 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 HEL 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 HEL, 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 HEL.
- 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 HEL 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 HEL, in case the due payment and / or Bank Guarantees etc. being insufficient, Service provider shall pay the difference to HEL. within 15 days of such advise by HEL, failing which HEL. 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 HEL or furnish copies thereof as and when required by HEL. 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. HEL, in no way will be responsible for settlement of such issues whatsoever. HEL 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 HEL is put to any loss/obligation, monetary or otherwise, HEL 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 HEL must be provided by the selected agency to HEL 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.

**TENDER No: HEL:HO:COAL:3433 for MCL SPOT(RCR)**

**TECHNICAL BID**

<b>Technical Bid</b>		
<b>Particulars</b>	<b>Details</b>	<b>Supporting Document Page-No</b>
Experience in CIL RCR (Yes/No):		
Siding Handled for CIL RCR Work (Names):		
Consumers worked for CIL RCR Work (Names):		
Mines Handled in CIL RCR (Names):		
Total QTY-MT in CIL RCR Work:	YEAR                      QTY-MT FY 21-22: FY 20-21: FY 19-20:	
Details of PF Submission	Year :                      Amount: Year :                      Amount:	
Company's Financial Summary (Amount Rs. in Lakhs):	<b><u>FY 19-20</u></b> <b><u>FY 20-21</u></b> Turnover: Profit and Loss: Gross Profit: Profit after Taxes: Net worth:	
Organizational setup, Manpower, Vehicles, Office Address details.	No of Offices: No of Manpower: No. of Vehicles Owned: No. of Vehicles on Lease:	
Self-certification of non- blacklisting	Provided Yes/No:	
Last two years financials along with balance sheets	Provided Yes/No:	
Remarks if any		
<p>a. The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.</p> <p>b. Bidders are required to make paging of the supporting documents, the corresponding pages for any particular declaration in this technical bid sheet shall be mentioned accordingly.</p> <p>c. Bidders are requested to enclose only relevant supporting documents in Technical Bid Envelope which shall support their declaration to the Technical Bid.</p>		

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

**SIGNATURE & SEAL:** \_\_\_\_\_

**DATED:** |                      | 2022

**TENDER No: HEL:HO:COAL:3433 for MCL SPOT(RCR)**

**COMMERCIAL BID**

**Mahanadi Coal Fields Limited.**

**(All rates in Rs/MT)**

Mines	<b>Ananta G-12, 0.40 Lakh MT</b>
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)	
<b>Total Service Charges: Transport + Handling (excluding taxes)</b>	
Rail Distance from Railway Siding to HEL Plant (HEBS)-KM	
Final Railway Freight to HEL (HEBS) 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 charges individually)	

**REMARKS, IF ANY:**

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

**SIGNATURE & SEAL:** \_\_\_\_\_

**DATED:** | \_\_\_\_\_ | 202

**Rake Delivery Schedule**

<b><u>Rake No</u></b>	<b><u>Delivery Date.</u></b> (Bidder shall mention a date, Latest by this date the supply to be ensured to HEL)
<b><u>Rake No.1</u></b>	
<b><u>Rake No.2</u></b>	
<b><u>Rake No.3</u></b>	
<b><u>Rake No.4</u></b>	
<b><u>Rake No.5</u></b>	
<b><u>Rake No.6</u></b>	
<b><u>Rake No.7</u></b>	
<b><u>Rake No.8</u></b>	
<b><u>Rake No.9</u></b>	
<b><u>Rake No.10</u></b>	



**TENDER No: HEL:HO:COAL:3433 for MCL SPOT(RCR)**

**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)

Partnership act ( )

Any other authority (Please specify) ( )

2.10 Registration Details

2.11 Registration No. and date ( )

(Kindly attach a photocopy of registration certificate)

2.12 Membership to anybody ( )

2.13 Any other Statutory Registration ( )

2.14 Registration details with taxation authorities

2.15 Permanent Income Tax A/c No.

2.16 GST No.

3.1 Employee's Provident Fund Code No. :

3.2 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. Turnover, profit and other key financial parameters, **including net worth** in last two years: (Please attach copies of respective Balance sheets.)
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 Photocopies / Credentials of Major Contracts related to Transportation and Rake loading originating from MCL command area and loaded from siding through RCR mode during any one of the last three financial years (including the current FY 2021-22).
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date