

NIT No.: HEL: HO: COAL:3661

Date: 3<sup>rd</sup> February, 2023

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

**For Transportation and Handling of SPOT e-Auction coal by  
RCR (Road cum Rail) mode from Ananta, Bhubaneswari, Linagraj and Garjanbahal  
Colliery of MCL and supply to Haldia Energy Limited.**

Haldia Energy Limited (HEL), a subsidiary of CESC Limited, is having a 600 MW (2x300 MW) coal-based power project in Baneswarchak, Haldia, East Medinipur district, West-Bengal. Haldia Energy Limited ("HEL"), invite offer in the prescribed price bid format from competent Bidders for transportation of coal from Ananta (G12, ROM, -100mm), Bhubaneswari (G12, ROM, -100mm), Lingaraj (G12, ROM, -100mm) & Garjanbahal (G14, ROM, -100mm) Colliery stock yard to a suitable operational Railway siding, assisting in handling and lifting/dispatch of coal and onward dispatch to Haldia Energy Limited.

The detailed tender document with scope of work, Bid Format, General Terms & conditions are attached below.

**You are requested to submit the offer within 13<sup>th</sup> February, 2023 by 12:00 Hr.**

Thanking You,

Yours Faithfully,

For, **Haldia Energy Limited**

 

**Vice President-Fuel Management**

**NIT NO.: HEL: HO: COAL: 3661**

**A. 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** offer, clearly mentioning the Tender Number and Bidder's name and address, to be submitted on or prior to the "Due Date". **Faxed/E-mailed Offers or Bids received after the "Due Date" shall be rejected without further reference.**
2. **Technical bid** and **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes properly marked. These two envelopes shall be enclosed in one covering envelope containing the name of the Service Provider and Contact Details.
3. **Bid Selection Process:** The technical bids shall be opened first and evaluated. The price bid of only those bidders shall be opened who have successfully qualified in the technical bid.
4. All pages of the Tender/Bid comprising of Technical & Commercial Bids and Information/Documents as specified in Annexure IV should be signed and seal affixed as a mark of acceptance of the terms and conditions of the NIT.
5. **Validity:** Bid shall remain open for acceptance by the Owner for a period of thirty (30) 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. **Last date of Submission: 12:00 Hours, 13<sup>th</sup> February, 2023.**
7. **Address of Submission:**

**Attn: Vice President – Fuel Management, Haldia Energy Limited,  
CESC House, 1st Floor, Chowringhee Square, Kolkata-700 001**
8. 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.
9. HEL reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer)
10. Any query / clarification regarding this NIT to be addressed to V.P (Fuel Management) in the e-mail address [haldiacoaltender@rpsg.in](mailto:haldiacoaltender@rpsg.in) latest by 15:00 Hrs of 9<sup>th</sup> February, 2023 beyond which no query /clarification shall be entertained.

## **B. 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. Joint ventures will not be permitted.
5. The Bidder / its group Company shall have a minimum experience of Transportation and Rake loading for Central / State Gencos or IPPs of 1.0 lakh Tonne per annum by **RCR (Road cum Rail)** mode from Mahanadi Coal Fields Limited (MCL) in any one of the last three financial years (including the current FY 2022-23). Details of Work Order (WO) copies / Experience Certificates shall have to be provided in support of the above.
6. **Companies trading coal (Selling Coal) from the same Siding cannot participate in the NIT.** Affidavit in non-judicial stamp paper to this effect has to be furnished by the bidder.
7. The Bidder shall provide list of manpower employed and PF Submission Details, Organizational setup, Office Address and list of vehicles and other equipment deployed for the work.
8. The Bidder shall have to submit an affidavit from a **1<sup>st</sup> class Judicial Magistrate** stating that they or their wholly owned / majority subsidiary are not debarred/ blacklisted by any customer in the past 12 months.
9. The Bidder shall be solvent and not declared bankrupt. They shall have a **positive net worth of INR Ten crores** as on date - a certified statement provided by CA (Chartered Accountant) to be 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. The Bidder needs to submit the complete manpower details covering Name, qualification & contact details of deputed persons at Ananta, Bhubaneswari, Lingaraj & Garjanbahal area, MCL HQ at Sambalpur, Railway Board- New Delhi, Railway Headquarter / Divisional office of relevant zone/ (s), EDRM office Kolkata & also at other relevant locations.
11. Notwithstanding anything stated above, HEL 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 HEL, and the bidder shall furnish all the required documents to HEL, as required.
12. 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.
13. The Technical Bid Envelope shall contain the following documents: -
  - I. PAN card
  - II. Valid GST Certificate
  - III. ITR for assessment year 2019-20, 2020-21 & 2021-22
  - 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 2020-21 & FY 2021-22.

14. HEL reserves the right to cancel any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-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 bound to accept the lowest offer.**
15. The above details shall be submitted as part of the **Technical Bid in a separate envelope**. The format provided for Technical Bid (Annexure II) 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.

### **C. CONDITIONAL AND INCOMPLETE TENDER**

- i. Conditional and incomplete tenders shall be summarily rejected.
- 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 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.
- vii. Any document required by HEL in addition to the documents 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.

### **D. EMD AND SECURITY DEPOSIT**

**EMD:** The Bidder shall furnish EMD for an amount of **Rs. 5 Lakh** (Rupees Five lakh only) while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft/ Pay Order drawn in 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 within a period of 7 days. 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 after award of the order and receipt of Security Deposit as mentioned in Clause II below.

- I. **SECURITY DEPOSIT:** For due performance of the contractual obligation, the bidder will have to furnish Bank Guarantee in favor of Haldia Energy 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 **31.08.2023**.

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 is provided in Annexure V.

The Work Order shall be issued after receiving the Bank Guarantee 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.

#### E. BID OPENING AND INDEMNITY BOND

- 1) Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on 13<sup>th</sup> February, 2023 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. Bid opening may also be carried out through online platform in view of COVID related restrictions / norms.
- 2) The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders.
- 3) Indemnity bond has to be submitted by the successful bidder before being awarded the Job Contract.

#### F. SCOPE OF WORK

- 1) Transportation of coal from the above-mentioned collieries of MCL, as per RDO (road delivery order) against HEL's monthly allocation in dumpers/tippers to the rail siding, unloading at siding and then loading of coal onto rakes for onward movement to Haldia Energy Limited Plant (Code: HEBS).
- 2) Coal has to 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 low pendency of rake allotments.**
- 3) Obtaining necessary mining clearance if required and issuance of Road Delivery Order.

- 4) All statutory returns pertaining to District Mining officer should be submitted by the service provider on behalf of Haldia Energy Limited.
- 5) The bidder will be responsible for indenting, timely placement, dispatch & delivery of railway rakes to HEL, such that the **desired delivery schedule** is maintained. **Railway Freight for the rakes will be paid by Haldia Energy Limited.**
- 6) The bidder shall pay the WRF charge while placing indent for a rake. If the same is adjusted in the Railway Freight, then the bidder shall raise a debit note to HEL for reimbursement of the WRF charge. If it is not adjusted in the Railway Freight then the bidder shall make arrangement with the Railway for refund of the same.
- 7) The bidder shall ensure, all railway wagons are healthy and are of BOBR/ BOXN type only.
- 8) The bidder shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by MCL 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.**
- 9) The bidder should ensure that coal is stored **in a proper manner in the Good shed/ siding** in identifiable stacks and also ensure to protect it from fire, submergence during rain or theft.
- 10) The bidder shall collect the Coal invoices, other documents from MCL, RRs and associated documents immediately and forward the same to our office at Kolkata. Similarly, the bidder will also take up with MCL for obtaining refund against amounts due to us for various reasons from time to time.
- 11) **The bidder will be responsible for getting EDRM approval from Railways for placement of Indent and supply of rakes to HEL.**
- 12) The bidder shall be required to load any remnant coal if any from same siding from the previous DO quantity, if available. This should be loaded in separate identifiable wagons of the rakes.
- 13) E-way bill for transportation of coal by road / rail mode have to be submitted by the bidder.
- 14) Apart from the services indicated above, any other services, if required shall be provided by the bidder to ensure that the desired quality and quantity of Coal reaches the project site.

#### G. QUANTITY

The colliery, grade and total quantity are as follows:

Colliery and Grade	Qty. (MT)
ANANTA (G12), ROM (-100 mm)	36,000
BHUBANESWARI (G12), ROM (-100 mm)	16,000
LINGARAJ (G12), ROM (-100 mm)	20,000
GARJANBAHAL (G14), ROM (-100 mm)	16,000

The quantity of coal to be handled may vary by +/- 10%

## H. COMMERCIAL CONDITIONS

**Note: All computations, including penalties, will be based on the Actual Receipt at HEL Plant.**

### 1. Service Charges on account of quality assurance:

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

**Quality Commitment is for supply coal in Billing Grade.** (For example, for G-12 Grade, the minimum GCV Eq has to be 3700 Kcal/Kg)

Coal of billed grade has to be guaranteed weighted avg. **for total supplied quantity grade-wise.**

- i) A renowned independent inspection agency (IIA) shall be appointed for collection and preparation of coal sample at unloading point of HEL.
- ii) The samples collected at unloading point shall be analyzed at HEL's Laboratory for TM, IM, GCV and Proximate Analysis and **these results shall be considered** for ascertainment of service charges for quality.
- iii) Any deviation of coal quality parameter i.e. from analysis report of plant end sample will attract suitable reduction in service charge.
- iv) The Contractor may depute their representative at plant end for witnessing unloading and sample collection/preparation.

Following GCV penalty will be applicable on transportation and handling charge:

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

### 2. Service Charges on account of transit weight loss:

In case, there is any variation beyond the permissible limit of 0.3% in the quantity of coal transported as per the weighment at the loading end (MCL) Weigh Bridge and HEL plant weighment, the recovery for such short fall shall be made at the rate of **the price of Coal inclusive of all taxes paid to the coal company**, from the bills of the bidder.

### 3. Penal Overload/Underload/ Demurrage:

The bidder engaged for loading the Railway Wagon shall also ensure that wagons are loaded as per their capacity and no overloading and under loading is done. The loading of wagons should be done under strict supervision of the bidder, who will ensure that no overloading and under loading is done.

**Penalty for Overloading:** Penal Overload after allowing normal freight for the overloaded quantity will be deducted from the bill of the concerned agency / bidder.

**Penalty for under loading:** Any idle freight due to under loading of wagons incurred by HEL, if any, shall be deducted from the bill of the concerned agency / bidder.

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.

The bidder shall ensure that there is no detention of wagons at the railway siding due to failure of transportation of sufficient quantity of coal to the siding and in case of such failure the bidder shall be held responsible and demurrage if any, paid by HEL **shall be recovered from the bidder's bill / dues / security deposit.**

Similarly, PCLA & other related charges levied by Railway on account of load adjustment en-route due to overloading will be on the account of the bidder.

**4. Penalty for failure to lift coal within due date of DO:**

For delay in lifting of coal within the due date of a particular DO leading to forfeiture of EMD paid by HEL to the coal company, the sum will be deducted from the bill of the bidder.

For Other Commercial Terms and Conditions refer to **Annexure I.**

**I. PAYMENT TERMS**

- a) Bills shall be raised monthly, till completion of supply for the contracted quantity or as decided by mutual agreement, computed on aggregate basis of quality, demurrage charges underload and overload charges.
- b) 75% payment will be released on the basis of monthly bills for payment within 30 days from the date of submission of bill and balance payment of 25% will be released after final GCV reconciliation, Quantity reconciliation and penalty settlement as applicable.
- c) Deduction on account of transit weight loss and penalty for failure to lift coal within due date of DO, if any, shall be reconciled at the end of the delivery period for the contracted quantity.
- d) Quality Analysis at HEL end shall be final for all payment purpose.
- e) 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.
- f) Final payment shall be released only after receiving full refund against amount dues from MCL.
- g) The consideration paid to the service provider is exclusively and solely for the scope of work agreed herein.

COMMERCIAL TERMS & CONDITIONS FOR  
**NIT NO. : HEL:HO: COAL: 3661**

**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 Haldia Energy Ltd 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) 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
- ii. Any representation by the Service provider is found to be false or misleading
- iii. 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
- iv. 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 shortage after recovering from the pending payments, etc., Service provider shall arrange to refund such amount (as advised by HEL Ltd) within 15 days of such advise failing which such amount shall attract interest penalty @ 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.

**NIT NO. : HEL:HO:COAL:3661 FOR MCL SPOT (RCR)**  
**TECHNICAL BID**

<b>Particulars</b>	<b>Details</b>	<b>Supporting Document Page-No</b>																		
Siding Handled for MCL RCR Work (Names):																				
Consumers worked for MCL RCR Work (Names):																				
Minimum experience of handling 1 lakh T / annum from MCL in RCR mode in any one of the last three (including current FY 2022-23) financial years.	Experience in MCL RCR Mode (Yes/No): Mines Handled (Names): Siding Handled (Names): Consumers worked for (Names): Total QTY-MT handled:																			
Details of PF Submission	Year :            Amount: Year :            Amount:																			
Company's Financial Summary (Amount Rs. in Lakhs):	<table border="0"> <tr> <td></td> <td align="center"><b><u>FY 20-21</u></b></td> <td align="center"><b><u>FY 21-22</u></b></td> </tr> <tr> <td>Turnover:</td> <td></td> <td></td> </tr> <tr> <td>Profit and Loss:</td> <td></td> <td></td> </tr> <tr> <td>Gross Profit:</td> <td></td> <td></td> </tr> <tr> <td>Profit after Taxes:</td> <td></td> <td></td> </tr> <tr> <td>Net worth:</td> <td></td> <td></td> </tr> </table>		<b><u>FY 20-21</u></b>	<b><u>FY 21-22</u></b>	Turnover:			Profit and Loss:			Gross Profit:			Profit after Taxes:			Net worth:			
	<b><u>FY 20-21</u></b>	<b><u>FY 21-22</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:																			
Affidavit of non- debarring /blacklisting	Provided Yes/No:																			
Affidavit in non-judicial stamp paper for 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																				
The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.																				

**NIT NO. : HEL:HO:COAL:3661 FOR MCL SPOT RCR**  
**PRICE BID**

Source/ Particulars	Ananta Colliery	Bhubaneswari Colliery	Lingaraj Colliery	Garjanbahal Colliery
Railway Siding for Handling of Coal (Mention Railway Siding Name & Code)				
Distance from Mines to Railway Siding-KMs				
Rate (Rs/MT) for Transportation from Mines to Siding. (A)				
Handling, Re- Handling, Allied Services and Escorting Charges (Rs/MT) (B)				
<b>Net Co-ordination charges (Rs/ MT) (C = A+B)</b>				
Taxes on Transportation Charges (Rs/MT) (D)				
Taxes on Handling, Re- Handling and Allied Services Charges (Rs/MT) (E)				
Total cost (Rs/MT) (T = A+B+D+E)				
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)				

**Declaration:**

We hereby declare to abide by all the Terms and Conditions set in this Tender document.

**Signature and Seal:****Dated:**

**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>	
<b><u>Rake No- 11</u></b>	
<b><u>Rake No- 12</u></b>	
<b><u>Rake No- 13</u></b>	
<b><u>Rake No- 14</u></b>	
<b><u>Rake No- 15</u></b>	
<b><u>Rake No- 16</u></b>	
<b><u>Rake No- 17</u></b>	
<b><u>Rake No- 18</u></b>	
<b><u>Rake No- 19</u></b>	
<b><u>Rake No- 20</u></b>	
<b><u>Rake No- 21</u></b>	
<b><u>Rake No- 22</u></b>	

**Note: To be enclosed along with commercial bid envelope.**

**NIT NO. : HEL:HO:COAL:3661**

**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<br>(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 three 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 & Handling of coal, originating from MCL and loaded from Goods Shed/PFT through RCR mode during any two of the last 3 FYs.
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date

**NIT NO. : HEL:HO:COAL:3661**

**BANK ACCOUNT DETAILS**

<b>Bank Name</b>	ICICI BANK
<b>Bank Address</b>	Calcutta Branch, R.N Mukherjee Road,Kolkata-700001
<b>Account Type</b>	Current
<b>Account Name</b>	Haldia Energy Limited
<b>Account No.</b>	000605029194
<b>IFSC Code</b>	ICIC0000006