

NIT No.: HEL: HO: COAL: 4069

Date: 09.03.2024

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

**FOR – SAMPLING, TESTING & ANALYSIS OF LINKAGE & E-AUCTION COAL OF HALDIA ENERGY LIMITED AT PLANT END (UNLOADING POINT) for the PERIOD APRIL'24 TO MARCH'25.**

**A. INTRODUCTION**

Haldia Energy Limited (HEL), a subsidiary of CESC Limited, is having a 600 MW (2x300 MW) coal-based power project in Baneswar Chak, Haldia, East Medinipur district, West-Bengal. Haldia Energy Ltd (“HEL”) invite offers in the prescribed format for Sampling, testing & analysis of linkage and e-auction Coal for our plant located at Baneswarchak, P.S. Durgachak, Haldia, Dist: Purba Medinipur, West Bengal, Pin – 721658

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

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

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

1. **Sealed bid** as per format given to be submitted on or prior to the “Due Date” in hard copy. Offers cannot be submitted via e-mail. Hard copy submission within due date is mandatory.
2. **Technical bid** and **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes with written above the envelope as Technical Bid and Commercial Bid respectively. These two envelopes shall be enclosed in one covering envelope containing the name of the Service Provider and Contact Details. Annexure-I shall be submitted as per the attached format separately.
3. **Bid Selection Process:** The bidders shall have to qualify in the technical bids, after successfully qualifying the technical bid, 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:** All offers must remain valid for our acceptance/negotiation for 30 days after the Last Date of Submission.
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. **Last date of Submission:** **18<sup>th</sup> March'2024, 12:00 hrs.**
8. **Address of Submission: Attn: Sr. Vice President – Fuel Management, Haldia Energy Limited, CESC House, 1<sup>st</sup> Floor, Chowringhee Square, Kolkata-700 001.**
9. All correspondence/queries related to tender can be directed to email id [haldiacoaltender@rpsg.in](mailto:haldiacoaltender@rpsg.in) latest by 13<sup>th</sup> March 2024, beyond which no clarification/query will be entertained.

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

  


**Sr. Vice President-Fuel Management**

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

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

1. Only Indian National Companies are allowed to participate in the NIT.
2. MSME norms will not be applicable to the NIT.
3. Only bidders well experienced in similar work shall submit their offers.
4. The bidders should have experience of minimum 3 million tonnes quantity under the work for sampling and analysis in the last three financial years.
5. Experience in sampling & analysis of work of coal during last 03 years should be submitted as per below table:

S. No.	Order No. & Date	Order Value	Consignee	No. of coal samples collected and analyzed during the year	Quantity covered under sampling & analysis

6. The laboratory of the bidder must be NABL accredited and analysis of daily gross sample should be in the Bidders laboratory (No sub-contracting and/or offloading allowed) / HEL Laboratory.  
*NABL accreditation of following parameters (on ADB & equilibrated moisture basis) is mandatory. 1. Total Moisture, 2. Ash Content, 3. Inherent Moisture, 4. Volatile Matter, 5. Fixed carbon by diff & 6.GCV*
7. The agency should be empaneled in the list of 3<sup>rd</sup> party samplers finalized by CEA/PFC.
8. The agency shall have to provide tools and tackles, consumable items, manpower and transport arrangement wherever require etc. with proper supervision arrangements to conduct the job.
9. The agency should ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them.
10. The service provider shall provide list of details of manpower employed and PF Submission Details, Organizational setup, Office Address and list of equipment deployed for the work.
11. **The agency 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**
12. The bidder should be solvent and not declared bankrupt. **The bidder shall have a positive net worth of Two crores as on date**, a certified statement provided by CA (Chartered Accountant) to attached. Last two years financials along with balance sheets, summary of last two years' turnover, P&L, Gross profit & PAT are required to be submitted.
13. 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.
14. 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.
15. The Purchaser reserves the right to cancel the tender/any bid/qualify/ disqualify any bidder without assigning any reason whatsoever.
16. The Technical Bid Envelope shall contain the following documents: -
  - I. PAN card
  - II. Valid GST Certificate
  - III. ITR for assessment year 2020-21,2022-22,2022-23

- IV. Valid PF code.
- V. ESI registration Certificate.
- VI. Copy of Work order issued from the ordering company confirming to quantity mentioned.
- VII. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2021-22 and 2022-23.

17. HEL reserves the right to reject any bid if any or all these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or no applicability regarding 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.

18. 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. EMD:**

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EMD DEPOSIT: The Service Provider shall furnish EMD for an amount of Rs. 5.00 Lakh 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.

#### **E. BID OPENING & FINALIZATION:**

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Bids will be opened at the address mentioned in “General Conditions for submission of Bid” on **18<sup>th</sup> March, 2024** 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 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 Company reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The company 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.

#### **F. SCOPE OF WORK:**

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Coal samples will have to be collected from all the linkage and e-auction coal rakes arriving at 2 x 300 MW Haldia Energy Limited as per instruction of HEL team and Sample preparation for the analysis at nearest NABL accredited Lab, scope as detailed below:

- i. Collection (manual/mechanical means), Preparation and Analysis of samples from railway wagons at unloading point for all incoming rakes in accordance with the IS 436(Part-1/Section 1)1964 and clause 6.2 of IS 1350 (Part-II)-1970.
- ii. Coding of samples will be done by HEL.
- iii. Submission of analysis results.
- iv. Sufficient manpower strength to be provided for the said job in three shifts. All equipment tools & tackles necessary will be arranged by you.
- v. All consumables viz. plastic bags, sealing compound and other items required for collection, preparation, storage and analysis of the samples including tools and tackles shall be provided by the bidder.
- vi. Bidder shall abide by all Safety measures related to collection and preparation of sample as laid down by the Station Authority. Necessary Personal Protective Equipment (PPE) must be provided by Bidder. A penalty up to 5% of the Order value will be applicable for non-compliance to safety norms.

- vii. Testing of sample shall be done in a well-equipped and maintained laboratory for determination of Total Moisture (%), Equilibrated Moisture (%), Volatile Matter (%), Ash (%) and Gross Calorific Value (GCV) of coal (Kcal/kg), of which Volatile Matter (%), Ash (%) and GCV are to be reported as equilibrated on 40<sup>o</sup> Celsius and 60% Relative Humidity basis.
- viii. All procedures should be as per relevant IS – 1350, part-I, 1984 and IS-1350, Part –II, 1970 specification or its latest version.
- ix. The procedure adopted; the crucibles used for analysis should be strictly as per IS 1350 Part-I 1984 only. After completion of the analysis, the results are to be submitted to designate HEL Officials within the permitted timeline.
- x. The results for each rake (source wise, RR no. wise and plant wise) should be submitted within 07 (seven) days from rake unloading date.

2- Sets of Sample will be prepared. 1<sup>st</sup> Set is the sample for TM and will be tested onsite within 24 hrs. of collection of samples. The 2<sup>nd</sup> Set will have three parts of the prepared sample, one for testing at your Lab, remaining two parts shall be handed over to the principal.

The report of analysis results should provide the following details:

1. Name of the Generating Station
2. Name of Coal Company/Area/Colliery/Grade
3. Date of Loading
4. Date of unloading
5. RR number
6. Total quantity as indicated in RR
7. Date of Sampling
8. Total Moisture%
9. Proximate analysis results (Inherent Moisture, Volatile Matter and Ash as % figures) on equilibrated basis (60% RH and 40°C).
10. GCV on ARB, ADB and Equilibrated basis (60% RH and 40°C).

**Other than Sampling and Analysis of Inwards rakes, Service Provider has to undertake the following works:-**

1. Supervision of as fired feeder coal sample collection and preparation. Collection of 'As Fired' coal samples from each running coal feeder at 2-hour interval from each unit and composite sample from each unit is to be separately prepared the next day morning. The agency is responsible for supervision of the whole activity till delivery of the coal sample to lab.
2. Supervision of auto sampler coal collection and preparation. As the collection is mechanical and does not involve manpower, the supervision of the collection job is not continuous. The supervisor is mainly responsible for ensuring proper collection bin as per the bunkering in a particular unit. However, the sample preparation process is to be carefully supervised till delivery of the sample to lab.

**G. QUANTITY:**

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**Quantity to be considered: Approx. 3 million tonnes ± 10% (by Rake) for the period April'24 to March'25.**

Weight of coal as recorded in the electronic weigh bridges at the Generating Station shall be considered for billing purpose for sampling of coal at unloading end.

Note: There will not be any separate billing for feeder sample and auto sampler collection and supervision. Service provider must build in the cost for rate to be offered for sampling and analysis of inward rakes.

## **H. VALIDITY**

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Contract period shall be effective from **01.04.2024 till 31.03.2025**. HEL, at their sole discretion may extend the validity period for a further period of one year subject to the satisfactory performance of the Contractor. However, the Contractor shall be responsible for completing any incomplete work for the related period of contract until satisfactory closure.

## **I. PAYMENT TERMS:**

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Bills will be raised monthly basis as per the agreed rates. Payment shall be released on submission of bills with supporting documents duly certified by the Owner's representative after deducting taxes at source as prescribed by the legislative authorities, penalty and other recoverable if any within 30 days of submission of bills.

## **J. LEGAL TERMS & CONDITIONS:**

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### **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 / 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 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.

Thanking You

For, **Haldia Energy Limited**

 

**Vernon Morais M.X.**

**Sr. Vice President – Fuel Management**



**NIT No: HEL: HO: COAL: 4069**

**FOR – SAMPLING, TESTING & ANALYSIS OF LINKAGE & E-AUCTION COAL OF HALDIA ENERGY LIMITED AT  
PLANT END (UNLOADING POINT) FOR THE PERIOD APRIL'24 TO MARCH'25.**

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

Rate (Rs/MT) for the given scope of work	
GST/TAXES (as applicable)	
Total (Rs/MT)	

**REMARKS, IF ANY:**

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

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

**DATED:** |                      | 2024

**ANNEXURE-I**

**BIDDER INFORMATION**

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

1. Name of the company
2. Status of the 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 any body ( )
  - 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 PHOTOCOPY OF MAJOR CONTRACTS ALREADY EXECUTED BY YOU DURING LAST 3 YEARS. (including the current FY 2023-24).
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

**Place**

**Designation**

**Date**