

CM: 7700

Dated: 28th June, 2025

NOTICE INVITING TENDER ('NIT')

**For Transportation and Handling of coal procured through SWMA E-auction 2025-26 dt
27-06-2025 by RCR (Road cum Rail) mode from Amrapali Collieries
of CCL and supply to Generating Stations of CESC Ltd**

TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June

We, CESC Limited ("CESC"), invite offer in the prescribed price bid format from competent Bidders for transportation of coal from Amrapali OC Mines stock yard to a suitable operational Railway siding (s), assisting in handling and dispatch of coal and onward dispatch to Budge Budge Generating Station of CESC 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 **7th July, 2025 by 12:00 Hr.**

Thanking You,

Yours Faithfully,

For CESC Limited



**Dy General Manager
(Coal Management)**

TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June

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. **EMD, Technical bid** and **Commercial Bid** shall be enclosed in three separate closed and sealed envelopes properly marked. These three 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 of 7th July, 2025.**
7. **Address of Submission:** Attn: General Manager (Fuel Management), CESC Limited; Majherhat 132/33 KV Substation (3rd Floor); 1, Taratala Road, Kolkata – 700 088.
8. CESC 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. CESC reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer)
10. Any query / clarification regarding this Notice to be addressed to DGM (Coal Management) in the email address cesc_fuelmanagement@rpsg.in latest by 17:00 Hrs of 3rd July, 2025 beyond which no query /clarification shall be entertained.

B. BIDDERS QUALIFYING CRITERIA (TECHNICAL BID):

1. **Nationality of Bidders:** Only Indian National Companies, duly incorporated under the Companies Act, 2013, or previous Companies Acts, are permitted to participate in this NIT.
2. **MSME Norms Applicability:** Micro, Small, and Medium Enterprises (MSME) norms, as per the Micro, Small and Medium Enterprises Development Act, 2006, will not be applicable to this specific NIT.



3. **Experience Requirement:** Only Bidder(s) with demonstrated and relevant experience in similar work shall be eligible to submit their offers.
4. **Joint Venture Prohibition:** Joint ventures are strictly not permitted to participate in this bidding process.
5. **Coal Supply Experience:** The Bidder shall have a minimum experience of Transportation and Rake loading for Central / State Gencos or IPPs of 1.5 lakh Tonne per annum by **RCR (Road cum Rail)** mode from **Central Coal Fields Limited (CCL)** in any one of the last three financial years (up to FY 2024-25). **Work experience for supplies in Road, RSR and MGR mode will not be considered.** Details of Experience Certificates / WO copies shall have to be provided in support of the above.
6. **Past Performance Record:** Any Bidder(s) who has/have previously failed to satisfactorily perform any supply/service contract awarded by CESC Ltd or its Subsidiaries will not be permitted to participate in the Bidding Process, at the sole discretion of CESC.
7. **Affidavit of Non-Debarment/Non-Blacklisting:** The Bidder(s) shall be required to submit an affidavit from a 1st Class Judicial Magistrate, explicitly stating that they, or their wholly owned / majority subsidiary, are not debarred or blacklisted by CESC or any other customer at the time of submission of this bid.
8. **Financial Solvency and Net Worth:** The Bidder(s) must be solvent and not have been declared bankrupt. They shall possess a positive net worth of INR Forty (40) Crores as on the bid submission date. A Certificate from the Statutory Auditors of the Bidder must be attached. The last two years' financial statements, including balance sheets, a summary of the last two years' turnover, Profit & Loss (P&L) statements, Gross Profit, and Profit After Tax (PAT), duly attested by the Director/Key Managerial Personnel (KMP) of the Bidder, are mandatory submissions.
9. **CESC's Right to Assess Credibility:** Notwithstanding any of the above clauses, CESC reserves the right to assess the credibility, capability, and capacity of the Bidder(s) to perform the contract, should circumstances warrant such an assessment in the overall interest of CESC. The Bidder(s) shall furnish all required documents to CESC, as desired from time-to-time.
10. **Purchaser's Right to Seek Additional Information:** 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(s).
11. **Restriction on Participation of Related Parties and Multiple Bids:**
Prohibition of Multiple Bids by Related Parties: No Bidder, or any of its Related Parties (as defined under the Companies Act, 2013), shall be permitted to submit more than one bid, whether individually or as part of a consortium/subsidiary, for the same tender. If it is found that a person controls (directly or indirectly) multiple entities submitting bids, or is a Related Party to more than one bidder, then all such bids shall be liable for rejection.

For the purposes of this clause:

- The term '**Related Party**' shall have the meaning assigned to it under Section 2(76) of the Companies Act, 2013, including any amendments thereto.



- The term '**Control**' shall have the meaning assigned to it under Section 2(27) of the Companies Act, 2013, including any amendments thereto, which includes the right to appoint a majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

Compliance to this provision shall be confirmed by the bidder through **Annexure - VI**.

12. The Technical Bid Envelope shall contain the following documents: -

- I. PAN card
- II. Valid GST Certificate
- III. ITR for assessment year 2023-24 & 2024-25
- 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 2022-23 & FY 2023-24.

13. CESC 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 non-applicability with regard to any as above has not been submitted. CESC reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. **CESC is not bound to accept the lowest offer.**

14. 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 CESC.

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 CESC 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 CESC in addition to the documents submitted by the bidder shall become the property of CESC and CESC shall have no obligation to return the same to the Bidder for any reason whatsoever.

D. EMD AND SECURITY DEPOSIT

- I. **EMD:** The Bidder shall furnish EMD for an amount of **Rs. 5 Lakh** (Rupees Five lakh only) favoring "CESC Limited" 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 CESC Limited, payable at Kolkata" and should be **placed in a separate envelope**. 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.

- II. **SECURITY DEPOSIT:** For due performance of the contractual obligation, the bidder will have to furnish Bank Guarantee in favor of CESC 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 **31.12.2025**.
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.

E. BID OPENING AND INDEMNITY BOND

- 1) Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on **7th July, 2025 at 15:00** hr 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.



The Price bid shall be opened on the date and time, which will be intimated later to the technically qualified bidders.

- 2) Indemnity bond has to be submitted by the successful bidder before being awarded the Job Contract.

F. QUANTITY

The Source, Grade of coal, size and total quantity are as follows.

Source, Grade & size	Quantity (MT)	Generating Station
AMRAPALI (G11), (-) 100 MM	60,000	BUDGE BUDGE (MCES)

G. SCOPE OF WORK

- 1) Transportation of coal from the above-mentioned collieries of CCL, as per RDO (road delivery order) against CESC's monthly allocation in dumpers/tippers to the rail siding/ (s), unloading at siding/ (s) and then loading of coal onto rakes for onward movement to corresponding Generating Stations of CESC Ltd.
- 2) Coal has to be transported to and loaded from a siding which is Public Goodshed / co-user / PFT / commercially notified siding 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 CESC Ltd.
- 5) The bidder will be responsible for indenting, timely placement, dispatch & delivery of railway rakes to BBGS, such that the **desired delivery schedule** is maintained. **Railway Freight for the rakes will be paid by CESC Ltd.**
- 6) The bidder shall pay the WRF / Premium indent charge, wherever applicable, while placing indent for a rake. If the same is adjusted in the Railway Freight, then the bidder shall raise a debit note to CESC Ltd for re-imbursement of the WRF/ Premium indent 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 has to carry out rake allotment, rake offering, indent placement and rake loading as per advice of CESC. Loading to be **preferably done in BOBR type wagons for Budge Budge Generating Station.**
- 8) The bidder shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by CCL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients. **Sizing of coal to be carried out and 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 CCL, RRs and associated documents immediately and forward the same to our office at Kolkata. Similarly, the bidder will also take up with CCL 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 CESC Budge Budge (MCES) as directed by Fuel Management officials of CESC Ltd.** Failure to abide by the delivery schedule will attract suitable penalty.
- 12) The Bidder shall be required to load remnant coal if any from the same siding from the previous D.O. 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.

H. COMMERCIAL CONDITIONS

Note: All computations, including penalties, will be based on the Actual Receipt at Station

1. Service Charges on account of quality assurance:

Quality of coal shall be based on **GCV Eq** (Equilibrated at 40° C and 60% RH) for coal supplied from a **particular source and grade to a particular Generating Station.**

Quality Commitment is for supply of coal in Billing Grade. (For example, for G-11 Grade, the minimum GCV Eq has to be 4001 Kcal/Kg)

Coal of billed grade has to be guaranteed **for the total supplied quantity from a particular source and grade.**

- i) A renowned independent inspection agency (IIA) shall be appointed for collection and preparation of coal sample at unloading point of CESC.
- ii) The samples collected at unloading point shall be analyzed at CESC's Laboratory for determination of GCVEq & TM **and this result 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 CESC plant will be applicable.** Landed Cost is inclusive of Coal Value, Rail Freight, Road Freight, Handling and other related charges for that particular source and grade.



2. Service Charges on account of transit weight loss:

Transit weight loss from a particular source/colliery to a particular Generating Station will be calculated as the difference between the

Aggregate Weight of the Lifted Quantity (as per CCL's record) and the Aggregate Receipt weight (corrected for TM) as recorded in the electronic weigh bridges at our generating station. (DO wise)

Tolerance of 0.3% shall be allowed.

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 (CCL) Weigh Bridge and CESC plant weighment (corrected for TM), 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.

Weighment at plant weighbridge will be witnessed and endorsed by your representative. In case of any disagreement with regard to the plant received weight, your representative shall immediately note and inform CESC representative. However, in case of dispute, decision of CESC shall be final and binding in this matter. In the event your representative does not witness the weighment at plant end, the **Plant Received Weight (corrected for TM) shall be final for all commercial purposes.** (Refer to pt no 3)

When due to any reason Plant received weight is not available, RR net weight shall be considered for all commercial purposes

3. Correction of received weight for Total Moisture (TM):

TM of received coal shall be measured after sampling as detailed in "Quality Analysis". Allowable maximum TM for Amrapali coal is **18.0%**.

Illustration:

Received weight of coal in a rake = 'W1'

TM of received coal = 'M%'

Allowable TM % (Amrapali coal for monsoon season) = **18%**

If $M > 18\%$, then, TM adjusted weight $W2 = W1 \times \{1 - (M\% - 18\%)\}$

If $M \leq 18\%$, then, TM adjusted weight $W2 = W1$

Weight W2, called the 'TM corrected Receipt weight', shall be considered for all commercial computation.

4. 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 CESC, 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 (corrected for TM) 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 CESC **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.

5. 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 CESC to the coal company, the sum will be deducted from the bill of the bidder.

6. Penalty for Demurrage charge at unloading end due to oversized / sticky coal:

The bidder shall be liable to bear demurrage charge on account of oversized (> 250 mm) coal / stone / boulders, mud, sticky coal or other foreign materials as reported by Generating Station. Joint inspection of unloading shall be carried out between the representatives of the bidder and Generating Station. The quantum of demurrage as certified by the Generating Station / billed by Railways shall be deducted from the bill of the bidder.

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

I. PAYMENT TERMS

Bills shall be raised monthly for a particular source and grade to a particular Generating Station, till completion of supply for the contracted quantity **(based on TM corrected Station received weight)** or as decided by mutual agreement. Bill value will be computed on aggregate basis of quality, demurrage charges, underload and overload charges.

80% of the amount invoiced calculated on the above basis shall be released for payment within 30 working days from the date of submission of bill.

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 from a particular source, grade and to a particular Generating Station.



COMMERCIAL TERMS & CONDITIONS FOR

TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June

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

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 CESC Ltd 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 CESC Ltd, 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 CESC Ltd.
- 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 CESC Ltd 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 CESC Ltd., in case the due payment and / or Bank Guarantees etc. being insufficient, Service provider shall pay the difference to CESC Ltd. within 15 days of such advise by CESC Ltd. failing which CESC Ltd. 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 CESC Ltd or furnish copies thereof as and when required by CESC Ltd. 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. CESC Ltd, in no way will be responsible for settlement of such issues whatsoever. CESC Ltd 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 CESC Ltd is put to any loss/obligation, monetary or otherwise, CESC Ltd 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 CESC Ltd must be provided by the selected agency to CESC Ltd 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.: CESC: CM: 7700 CCL SWMA 25-26 June
TECHNICAL BID

Technical Bid		
Particulars	Details	Supporting Document Page-No
Siding Handled for CCL RCR Work (Names):		
Consumers worked for CCL RCR Work (Names):		
Minimum experience of handling 1.5 lakh T / annum from CCL in RCR mode in any one of the last three (up to FY 2024-25) financial years.	Experience in CCL 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):	<div style="display: flex; justify-content: space-around;"> <u>FY 22-23</u> <u>FY 23-24</u> </div> Turnover: Profit and Loss: Gross Profit: Profit after Taxes: Net worth:	
Organizational setup, Manpower, Vehicles, Office Address details.	No of Offices: No of Manpower: No. of Vehicles Owned: No. of Vehicles on Lease:	
Affidavit of non- debaring /blacklisting	Provided Yes/No:	
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.		



TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June**PRICE BID**

Source/ Particulars	Amrapali 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, Railway liaisoning and allied Services (Rs/MT) (B)	
Net Co-ordination charges (Rs/ MT) (C = A+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 CESC Plant (MCES / C)-KM	
Final Railway Freight to CESC (MCES / C) inclusive of OTC and all taxes and levies. Rs/MT	
Additional charges (like co user charges/Siding Charges etc.) inclusive of taxes and levies to be incurred at the Railway Siding. Rs/MT (Mention each charge individually)	
Rate for loading in BOBR Rakes (in Rs/T)	

Declaration:

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

Signature and Seal:**Dated:**


TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June

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 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 CCL and loaded from Goods Shed/PFT through RCR mode during any one of the last 3 FYs.
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date



TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June**BANK ACCOUNT DETAILS**

Bank Name	State Bank of India
Bank Address	Commercial Clients Group Branch, Sribiddhi Bhavan, 2nd Floor, 34 J N Road, Kolkata - 700 071
Account Type	Cash Credit
Account Name	CESC Limited
Account No.	10373629723
IFSC Code	SBIN0009998



TENDER NO. : CESC: CM: 7700 CCL SWMA 25-26 June

**“DECLARATION FOR HAVING SUBMITTED SINGLE BID & CERTIFICATE FOR NO HOLDINGS
WITH ANY OTHER BIDDER”**

DATED:

Bidder's Name and Address:

To

CESC Limited,
General Manager (FM)
Majherhat, 132/33 KV Substation
(3rd Floor);
1, Taratala Road,
Kolkata – 700 088.

Dear Sirs,

- (a) We have submitted only one (01) bid and have not submitted price in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.
- (b) That no member of our Board of Directors and/or its promoters/proprietors have any cross holding/shareholding directly and/or indirectly in any manner whatsoever with any other participating bidder in this tender.

Date:

Signature)

(Printed Name)

Place:

(Designation)

(Seal)

