

**BIDDING DOCUMENTS
FOR**

**PROCUREMENT OF 2,40,000 MT OF DOMESTIC COAL
FOR BUDGE BUDGE GENERATING STATION OF CESC LIMITED**

**BIDDING DOCUMENT NO.: CESC: CM: 7708 DOMCOAL: 25-26
Dated: 02-07-2025**

(This document is meant for the exclusive purpose of bidding against this Bidding Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:

- (a) **“Coal”** wherever used in these Bid documents shall mean and include “Domestic Coal of Indian origin”.
“Domestic coal of Indian Origin” means bituminous coal mined within the territorial boundary of India
- (b) **“Contract”** means the Purchase Order/Service Order/GeM Contract/Contract Agreement entered into between CESC and the Contractor, together with the Contract Documents and General Purchase Conditions (GPC) referred to therein; shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (c) **“Contract Documents”** The following documents shall constitute the Contract Documents between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (i) This Contract Agreement and the Appendices hereto
 - (ii) Letter of Award.
 - (iii) Bidding Documents.
 - (iv) The Bid and the Price Schedule submitted by the Contractor.
- (c) **“GCC”** means the General Conditions of Contract hereof. **“GPC”** means the General Purchase Conditions.
- (a) **“Contract Price”** means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (b) **“Bidder(s)”** or **“Successful Bidder(s)”** or **“Seller”** means the party to whom the Invitation for Bid is issued and who submits its Bid.
- (c) **“Contractor”** means the person(s) whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (d) **Government** means the Government of India.
- (e) **Local Currency** means the currency of the Government of India i.e. Indian Rupees.
- (f) **“Party”** means CESC or Bidder(s), as the case may be, and **“Parties”** means both of them.
- (j) **Personnel** mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.



- k) **Services** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents or Contract.
- i) **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg.
- j) **Quarter** - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter

“Day” means calendar day of the Gregorian Calendar

“Fortnight” means a continuous period of 15 days reckoned from the day 1 and subsequent period of 15 days after completion of previous fortnight shall be treated as following fortnight
- k) “Month” means calendar month of the Gregorian Calendar.
- l) **“CESC” or “CESC Limited” or “CESC Ltd”** means the company M/s CESC Limited
- m) **“BBGS” or “CESC Power Station” or “Power Station” or “Station”** means Budge Budge Generating Station of CESC Limited. Railway Siding Code: MCES
- n) **“Owner” or “EMPLOYER” or “Buyer” or “Purchaser”** means the company M/s CESC Limited.
- o) **“CIL”** means Coal India Limited.
- p) **“SCCL”** means Singareni Collieries Company Limited
- q) **“FOR Destination”** means delivery to the Purchaser on rail wagons at destination Railway Station or the Purchaser’s siding, as agreed, including insurance coverage.
- r) **“BOQ” or “Price Bid” or “Price Schedule”** mean the priced and completed Bill of Quantities forming part of Contract defined in Clause 2.6.V of Section- II (Instruction to Bidder(s))
- s) **“Independent Engineer” or “IE”** means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of the State and not in the full-time employment of the Company.
- t) **“Equilibrated Moisture” or “EM”** means moisture content, as determined after equilibrating at 60% relative humidity (RH) and 40 degree Celsius as per the relevant provisions (relating to determination of equilibrated moisture at 60% RH and 40 degree Celsius) of BIS 1350 of 1984 or amendment thereof.
- u) **“ARB” or “As Received”** basis means As Received (or as sampled) Basis (ar) – the analysis result calculated based on the total moisture of the sample. That is moisture condition of the coal sample when it arrived at the testing facility.
- v) **“ADB” or “Air Dried”** basis means analysis result is calculated based on the moisture level of coal after air drying it to room humidity.



- w) **“Total Moisture”** means the total moisture content (including surface moisture) expressed as percentage present in Coal and determined on as received basis in pursuance to BIS 1350 of 1984 or amendment thereof.
- x) **“TPS”** means Third Party Sampling Agency appointed as per Tripartite Agreement signed between CESC, Successful Bidder(s) and Third-Party Sampling agency.
- y) **“IS”** means IS Standard 436 (Part 1) Section 1 (1964) applicable for Manual Sampling and IS 1350-1 (1984): Methods of Test for Coal and Coke or their amendments thereof

SECTION– I
INVITATION FOR BIDS (IFB)

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DETAILED INVITATION FOR BIDS
CESC LIMITED
INVITATION FOR BIDS (IFB)
FOR
PROCUREMENT OF 2,40,000 METRIC TONNES OF DOMESTIC COAL OF
INDIAN ORIGIN FOR BUDGE BUDGE GENERATING STATION OF CESC
LIMITED BY RAIL MODE

(Domestic Competitive Bidding)

Bidding Document No.: CESC: CM: 7708 DOMCOAL: 25-26

Date: 02-07-2025

- 1.0 CESC Limited issues Invitation for Bids (IFB) for online bids on Single Stage Three Envelope bidding basis (Envelope I: EMD, Envelope-II: Techno-Commercial Bid & Envelope-III: Price Bid) from eligible Bidder(s) for aforesaid Package, as per the Scope of Work mentioned hereinafter.

CESC Limited (hereinafter referred to as CESC or the Owner or Purchaser or Employer) have requirement of 2,40,000 Metric Tonnes of Domestic Coal of Indian origin by **rail mode only** of specifications given in Section-IV of Bidding Documents, on 'FOR Destination' basis at Budge Budge Power Station.

1.2 SCOPE OF WORK

The Successful Bidder(s) shall supply domestic coal of Indian origin sourced from Indian coal mine(s) to CESC power station on "FOR Destination" basis at Budge Budge Generating Station of CESC through Indian Railways.

Bidder(s) shall declare as part of their bids, the coal mine(s)/ dispatch point(s)/ Railway siding(s) from where they are intending to supply coal, as per format enclosed in the bidding documents. The Bidder(s) shall be required to declare the aforementioned details separately for each CESC power station. Successful Bidder(s) shall take prior approval of CESC for supplying domestic coal sourced from any other coal mine(s) or dispatch point(s)/Railway siding(s) which were originally not declared in their bid.

Bidder(s) shall be solely responsible for arranging Railway rakes, loading, transportation and delivery at CESC power station. Title transfer of Rake will be at unloading point of CESC station. Unloading of Coal at CESC power station end from Railway Wagons shall be arranged by CESC.

The detailed Scope of Work shall be as per Section- IV of Bidding Documents.

1.3 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 Bid 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 Bidder(s) and Contact Details.
3. **Bid Selection Process:** The technical bids shall be opened first and evaluated. The price bid of only those Bidder(s) shall be opened who have successfully qualified in the technical bid.
4. All pages of the Bid comprising of Technical & Commercial Bids and Information/Documents as specified in Annexure III 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(s) shall not withdraw or amend his Bid. The quoted prices shall remain firm till completion of the contract.
6. **Last date of Submission: 15:00 Hours, 16/07/2025.**
7. **Address of Submission:** 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 place order on one or more Bidders by splitting the total quantity of supply, at its own discretion.
10. CESC reserves the right to negotiate with selected Bidder(s) (selected on the basis of Techno Commercial offer)
11. 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 11th July, 2025 beyond which no query /clarification shall be entertained.

1.4 BIDDER(S) 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(s) must have successfully supplied a minimum quantity of domestic coal, not less than **6,00,000 (Six Lakh)** Metric Tonnes, to any State / Central Genco / Independent Power Producer (IPP) / Captive Power Plant (CPP) in India, within the preceding three financial years (FY 2022-23, 2023-24, and 2024-25). Detailed experience certificates and/or Work Order (WO) copies must be provided as supporting evidence. Experience of supply of Imported coal (any coal other than coal of Indian origin) will not be considered.
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 - V.

1.5 Time lines regarding Bid

Bidding Document No. CESC: CM: 7708 DOMCOAL: 25-26	
Last date for receipt of Queries from Bidder(s) (if any)	11/07/2025 by 17:00 Hrs
Last date for receipt of bid	16/07/2025 15:00 Hrs (IST)
Price Bid Opening Date and Time	Shall be intimated later

Date and Time for opening of Price Bids shall be intimated separately to the bidder(s) whose Techno-Commercial Bid(s) is/are found to be acceptable



SECTION- II

INSTRUCTION TO BIDDER(S)

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CESC invites online bids from eligible Bidder(s) for subject Package, as per the Scope of Work mentioned in Technical Specifications.

2.1 BID DETAILS

- i) The Bid shall be submitted in a Sealed Cover comprising of three Sealed Covers, labelled
 - (a) Part – I : Earnest Money Deposit
 - (b) Part – II : Technical Bid
 - (c) Part – III : Commercial / Price Bid
- ii) The Technical Bid Envelope shall contain the following documents: -
 - I. PAN card
 - II. Valid GST Certificate
 - III. ITR for assessment year for the last three financial years.
 - IV. Valid PF code.
 - V. ESI registration Certificate.
 - VI. Experience Certificate (Original) / Work order Copy towards qualifying requirement as stipulated in Clause 1.4 of Section 1 (IFB)
 - VII. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for the last three financial years.
- iii) The above details shall be submitted as part of the Technical Bid. The format provided for Technical Bid (Annexure I) shall be filled and enclosed along with documents contained in the Technical Bid. The information provided in this format shall be substantiated with supporting documents which shall be verified by CESC.
- iv) Bidder(s) must fill/quote for all items mentioned in the technical and price bid format with all cells filled-up before submitting. Non-submission of this sheet and partial quoting will lead to rejection of the bid.
- v) The entire offer to be submitted by the Bidder(s) 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 Bid norms stipulated in the Bid documents. Bidder(s) are, therefore, requested to thoroughly scrutinize the entire Bid document and seek clarifications if required before submission of Bid.
- vi) Conditional and incomplete Bids shall be summarily rejected.
- vii) CESC reserves the right to place order on one or more Bidder(s) by splitting the total quantity of supply, at its own discretion.
- viii) CESC reserves the right to reject any bid or all Bids received at its discretion without assigning any reason whatsoever. CESC is not bound to accept the lowest offer.
- ix) The Bidder(s) shall submit any other document(s) on demand of CESC within a specified time frame. If any deviation is detected in the hard copies submitted or if any Bidder(s) fails to produce original / certified copies of documents like Work Completion, it may be treated as submission of false documents by the Bidder(s) and CESC may take decision to ban the Bidder(s) in participating in future Bids.



- x) All the submitted documents will have to be attested by the Bidder(s) with official seal of the agency / company.
- xi) The Bidder(s) 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.
- xii) A Copy of the Bid Document, signed and attested by the Bidder(s) on each page, shall be submitted along with the Technical Bid as unconditional acceptance of the Terms and Conditions contained therein.
- xiii) Any document required by CESC in addition to the documents submitted by the Bidder(s) shall become the property of CESC and CESC shall have no obligation to return the same to the Bidder(s) for any reason whatsoever.

2.2 EMD AND SECURITY DEPOSIT

- I. **EMD:** The Bidder(s) shall furnish EMD for an amount of **Rs. 20,00,000 /-** (Rupees Twenty Lakhs only) favouring "CESC Limited" while participating in the bidding process. The EMD shall be submitted in the form of Demand Draft/ Pay Order drawn in favour of "M/s CESC Limited, payable at Kolkata" and should be **placed in a separate envelope**. Bids 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(s) does not qualify in the Technical and / or Price bid within a period of 7 days. In case the Bidder(s) is/are awarded the Job Contract and the same is not accepted by the Bidder(s), then this DD/amount will be forfeited. If the Bidder(s) is/are awarded the WO and the same is accepted then this DD/amount will be refunded back to the Bidder(s) 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(s) will have to furnish Bank Guarantee in favour of CESC Limited for **5% of the contract 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 31st March, 2026.

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 IV.

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 bill

2.3 AMENDMENT TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, CESC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The corrigendum/amendments will be posted at e-Bid portal for viewing by the Bidders. The amendments will be binding on Bidders and it will be assumed that the information contained therein has been taken into account by the Bidders in the respective bids.

In order to afford prospective Bidders reasonable time in which to take the corrigendum /amendment into account in preparing their bids, CESC may, at its discretion, extend the deadline for the submission of bids.

B. TECHNICAL BID OPENING AND INDEMNITY BOND

- I. The Price Bids of only technically qualified Bidder(s) shall be opened after due evaluation of the technical bids.
- II. Indemnity Bond has to be submitted by the successful Bidder(s) before being awarded the Job Contract.

2.3 DEADLINE FOR SUBMISSION OF BIDS

- I. Bids (Techno-commercial bid and Price bid) shall be submitted in compliance to the provisions of clause 1.5 of Section 1 (IFB) of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.
- II. The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 2.3 in which case all rights and obligations of Owner and Bidder(s) will thereafter be subject to the deadline as extended.
- III. Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable.
- IV. Late Bids are not acceptable

2.4 MODIFICATION AND WITHDRAWAL OF BIDS :

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.



No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's being ineligible for participation in the future Bids issued from CESC for a period of 06 months from the date of withdrawal of the bid.

2.5 BID OPENING AND EVALUATION

- I. In case requisite EMD pursuant to ITB Clause 2.2 (I) is not submitted on or before the stipulated bid submission closing date and time then Bid shall be rejected by CESC as being non-responsive
- II. The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by CESC after completion of evaluation of Techno-Commercial Bids.

III. Price Bid Opening

After the evaluation process of Techno-Commercial bid is completed, price bid shall be opened.

2.6 EVALUATION OF PRICE BID

- I. Price Bid, prepared and submitted comprising details / documents in line with Annexure II of Section V (Annexures, Forms and Formats) by Bidders found eligible after evaluation of Techno- Commercial Bids, submitted in accordance with ITB will be evaluated as described hereinafter:
- II. Arithmetical errors, if any, will be rectified on the following basis:
In BOQ Excel sheet, if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited.
- III. The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents for the envisaged quantity as brought out in BOQ. The Bids shall be evaluated for arriving at total FOR CESC Station basis.
- IV. The Bidder has to quote the Total price 'FOR Price' in the format provided in Annexure II of Section V (Annexures, Forms and Formats) as per BOQ/Excel sheet in Rs/MT for CESC Budge Budge Generating Station.
- V. The BOQ/ Excel sheet, sub- total of FOR price shall consists of Coal Price including all incidental charges & Surface Transportation charges as specified in the bidding documents, Railway Freight and Surface transportation/Handling cost, if any. Further, GST @5% shall be applicable on sub-total of FOR price. Compensation cess @ Rs. 400 per MT shall be applicable.



2.7 AWARD CRITERIA

- I. The Successful Bidder shall be determined on the basis of fulfilment of the criteria contained in Section I (IFB) and evaluation of Technical and Commercial Bids. .
- II. CESC reserves the right to place order(s) on one or more Bidder(s) by splitting the total quantity of supply at its own discretion.
- III. The awarded quantity by the Owner to the bidder(s) for Selected CESC Budge Budge Generating Station, to be supplied as per delivery schedule specified in Clause 2 Section-IV and Annexure B 2 of the bidding documents (Technical Specifications), shall be binding on the Bidder.



SECTION- III

GENERAL CONDITIONS OF CONTRACT

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3.1 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

3.2 FIRM PRICES

For quoting the Bid Prices, the Bidder(s) is/are expected to take into account the requirements and conditions of the bidding documents. The Bidder(s) has/have to quote the "Total FOR CESC Station Basis' Coal Price including all incidental charges as specified in the bidding documents for indicated Qty including GST @5% on FOR Coal Price and GST Compensation Cess @ Rs. 400 Per MT along with Railway Freight & GST @5% for CESC Station in Indian Rupees. Format for Price Bid provided in Annexure II, Section V (Annexures, Forms and Formats)

3.3 TAXES AND DUTIES

- i. Except as otherwise specifically provided in the Contract, the Successful Bidder(s) shall bear and pay all taxes, duties, levies and charges assessed on the Bidder(s) and its employees by all municipal, state or national government authorities in connection with the delivery of domestic coal to BBGS supplied from within India
- ii. Owner shall bear and reimburse the GST applicable on supply of domestic Coal on FOR CESC station basis along with GST Compensation Cess in accordance with the terms of Payments to the contractor.
- iii. Except for GST on FOR Coal Price and GST Compensation Cess on supply of Coal on FOR basis at CESC Station, Contractor shall include all other Statutory Taxes, Duties & Levies, Stamp duty etc. in their Bids. While quoting, the Contractor is to take into account all the rules, regulations & notifications of Government of India, currently in vogue.
- iv. The GST on FOR Coal Price and GST Compensation Cess shall be reimbursable by the Owner, as detailed hereinabove at Para 3.3.ii. Further, notwithstanding the aforesaid, any increase in GST and GST Compensation Cess on the Contract Price shall not be payable or reimbursable by Owner, if such increase is on account of delayed delivery by the Contractor.
- v. Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Successful bidder(s) is solely responsible to get such ITC from the concerned authorities. CESC shall have no role in availing such benefits.



vi **Income Tax**

As per Indian Income Tax Act & Rules, Owner is required to deduct Income Tax at source from all the payments to be made towards the purchase of domestic coal.

The Contractor shall be required to submit the PAN details to the Owner before the submission of the first bill.

The Owner shall be authorized to deduct applicable tax at source from the Contractor's payment becoming due.

- vi. 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. Any new tax and duties levied post-date of Contract will only be taken into account with proper documentary evidence
- vii. For any such variation in taxes and duties as enumerated above, it may be noted that income tax and corporate tax are not included

3.4 ASSIGNMENT AND SUBLETTING OF CONTRACT

- a) Neither of the Parties shall assign any of their Rights, obligations or claims under this Contract.
- b) Successful Bidder(s) shall not sublet this Contract wholly or in part, without first obtaining the written consent of CESC Ltd. Such subletting shall not relieve the Successful Bidder(s) from any obligation, duty or responsibility under the Contract and the Successful Bidder(s) shall be and shall remain exclusively responsible to CESC Ltd with full responsibility on Successful Bidder(s) for all acts, omissions and defaults of the Sub-Successful Bidder(s) / sub-vendors

3.5 INDEMNIFICATION

Successful Bidder(s) 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 Successful Bidder(s)' and / or its Sub-Successful Bidder(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 Successful Bidder(s)' / Sub-Successful Bidder(s)' failure to pay taxes, wages and alike
- b) Owner shall be entitled to retain from payments otherwise due to Successful Bidder(s) such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Successful Bidder(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

3.6 TERMINATION

In addition to provisions specified elsewhere in the bidding document, CESC reserves the right to terminate the Contract at its sole discretion, by giving not less than 30 (thirty) days' written notice of termination to the Contractor. Delivery Schedule already finalized and intimated to the Contractor as per Annexure B2 of the Bidding Documents shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract.

The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract if the Contractor sub-contracts any part of the works to any sub-contractor/ sub-vendor from a country which shares land border with India by giving a notice of termination and its reasons therefor to the Contractor referring to this GCC clause 3.6.

At any point of time:

- a) CESC Ltd reserves the right to terminate the Contract (without cause and liability) by giving 30 (thirty) days' notice to Successful Bidder(s) without assigning any reason whatsoever.
- b) Upon the occurrence of Successful Bidder(s)' Default as defined hereunder, CESC Ltd. may terminate the agreement with or without serving a notice (depending upon severity of default) to the Successful Bidder(s)
- c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Successful Bidder(s) at the time of or as a result of such termination.
- d) In no event {termination due to or not due to default of Successful Bidder(s)} shall Successful Bidder(s) be entitled to any prospective profits or any damages.

Successful Bidder(s)' Default:

- i. Successful Bidder(s) has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract
- ii. Any representation by the Successful Bidder(s) is found to be false or misleading
- iii. Successful Bidder(s) 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. Successful Bidder(s) has/have been adjudged as bankrupt or become insolvent, or resolution for voluntary winding up has been passed by the shareholders of the Successful Bidder(s)

3.7 RISK PURCHASE

The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:

- I. The Seller fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the Owner; or (b) the Seller fails to perform any other obligation(s) under the Contract.
- II. In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, coal of similar specifications and the Bidder(s) shall be liable to the Owner for any excess costs for such similar coal. However, the Bidder(s) shall continue performance of the Contract to the extent not terminated.
- III. the aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of coal to the Destination TPS. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

3.8 NOTICES

All notices under the Contract will be in writing and will be given by

- a) Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party.
- b) Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier
- c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.
- d) Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.



3.9 DISPUTE RESOLUTION & ARBITRATION

Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.

Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.

If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceeding

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the mutual consultation proceedings;
- c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.



Arbitration

1. If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or fails to arrive at a settlement between the parties Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.
2. 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.
3. In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.
4. The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.
5. The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.
6. The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.
7. In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.
8. It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.
9. *Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER.



10. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
- (i) 40% of the fees if the Pleadings are complete.
 - (ii) 60% of the fees if the Hearing has commenced.
 - (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
11. Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:
- (i) 40 % of the fees on Completion of Pleadings.
 - (ii) 40% of the fees on Conclusion of the Final Hearing.
 - (iii) 20% at the time when arbitrator notifies the date of final award.
12. The Arbitration shall be held at Kolkata only.
13. The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
14. The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties;
15. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause
16. Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
 - (b) The Employer shall pay the Contractor any monies due to the Contractor.
17. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.



3.10 INSURANCE

- a) Successful Bidder(s) 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 Successful Bidder(s) 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 Successful Bidder(s) shall furnish to CESC Ltd with evidence of such insurance(s) with a copy of the issued policy on demand

3.11 COST RECOVERY

For any cost recovery to be made by CESC Ltd., in case the due payment and / or Bank Guarantees etc. being insufficient, Successful Bidder(s) 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.

3.12 COMPLIANCE WITH STATUTORY REGULATIONS.

The domestic Coal procurement under the Contract, is meant for the purpose of generation of power at CESC power station. The Contractor shall ensure compliance of all regulations/ conventions/ policies/ guidelines/ orders etc. of Govt. of India/State/Statutory Bodies in force related to any or all of the activities covered in the scope of work under the Contract.

In case of any modifications in any of the provisions in respect of supply of domestic coal, during the tenacy of the contract, the same shall become applicable and binding on Contractor and CESC with immediate effect.

4 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 Plant 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 Successful Bidder(s).
- 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 Successful Bidder(s)/ Owner as the case may be, shall within one week, give notice in writing to the Owner/ Successful Bidder(s), 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 Successful Bidder(s) shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Successful Bidder(s) shall notify the Employer of the steps he proposes to take



including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Successful Bidder(s) shall not take any such steps unless directed so to do by the Employer.

5. LIQUIDATED DAMAGES (LD)

The Contractor will ensure the delivery of consignment at the CESC Power Station as per schedule given by CESC. In case of any delay, (other than those due to Force Majeure, due to reasons not attributable to the contractor and delay account of Railways) the contractor shall be liable to pay liquidated damages (LD) @1/2% (One half of the one percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the Total Contract Price inclusive of estimated GST and GST Compensation Cess.

The end date of Station -wise schedule for the entire quantity for respective Power Station furnished by CESC shall be considered for the purpose of levy of LD by the respective power Station.

NOTE: Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the contractor/party along with applicable GST. Further, GST invoice towards the same shall be issued to the contractor/party.



SECTION- IV

TECHNICAL SPECIFICATIONS

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INTRODUCTION

CESC Limited (hereinafter referred to as CESC) have requirement of coal indigenously produced within India (shall also be termed domestic coal) of specifications mentioned herein given at **Annexure-B1**, on "FOR Destination" basis at CESC Budge Budge Generating Station (BBGS) given at Annexure-B2 through Indian Railways. The Successful Bidder(s) is free to opt the transportation mode for sourcing coal from mines but ultimately coal shall be delivered to CESC station through Indian Railways. The timely supply of domestic coal as per delivery schedule is the essence of contract. Total quantity of domestic coal for each station shall be delivered to station, as per the delivery schedule to be given to the successful Bidder(s) by CESC. Delivery schedule for each station shall be given subsequently to the successful Bidder(s) after acceptance of LOA. Delivery schedule may be extended further at the sole discretion of CESC.

1. SCOPE OF WORK

The Successful Bidder(s) shall supply domestic coal sourced from Indian coal mine(s) to BBGS on "FOR Destination" basis at CESC BBGS through Indian Railways

Bidder(s) shall declare the coal mine(s)/dispatch point(s)/ Railway siding(s) from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents at **Annexure-B3** along with their bids. The Successful Bidder(s) shall supply domestic coal sourced from identified coal mine(s)/ dispatch point(s)/ Railway siding(s) as declared by him to CESC Budge Budge Generating Station. Successful Bidder(s) shall take prior approval of CESC for supplying domestic coal sourced from any other coal mine(s) or dispatch point(s)/Railway siding(s) as specified above.

Bidder(s) shall be solely responsible for arranging Railway rakes, loading, transportation and delivery at CESC BBGS. Unloading of Coal at BBGS end from Railway Wagons shall be arranged by CESC.

2. QUANTITY

The Successful Bidder(s) shall supply Domestic Coal of Indian origin by rail mode only on "FOR Destination" basis at CESC BBGS. Title transfer of Rake will be at unloading point of CESC BBGS.

- A. The supply shall start as per Delivery Schedule, refer **Annexure-B2**. Delivery schedule may be extended further at the sole discretion of CESC.
- B. The Successful Bidder(s) shall deliver the quantity allotted for supply as advised by CESC. The consignments shall be evenly distributed over the Schedule furnished for CESC BBGS.
- C. CESC shall provide the month wise delivery schedule to the Successful Bidder(s) at least 10 (ten) days in advance. However, CESC reserves the right to change the delivery schedule with a prior notice of 7 (seven) days at its sole discretion. The successful Bidder(s) shall have no objection or reservations, claim of any nature whatsoever on CESC for such changes in schedule



- D. The total quantity of supply to Generating station shall be subject to a variation of +/- 10% at the discretion of CESC

3. SPECIFICATIONS OF COAL

The domestic Coal to be supplied will be as per the specified range for quality parameters as furnished in **Annexure B-1** of bidding documents. Coal having specifications beyond specified range of the technical parameters shall not be supplied. The Coal of specifications beyond the specified range of the technical parameters as per the specifications shall be liable for imposition of penalty by CESC. CESC shall not be held responsible of any financial loss to Successful Bidder(s) in any circumstances in case of penalty and payment shall be made for already supplied material as per the penalty clauses for quality and quantity **(Clauses 7 & 11)**

4. PRICES

- (i) Successful Bidder(s) shall quote FOR destination price/landed price at Generating station end with breakup of the coal cost and the transportation/freight cost based on the base parameters as specified in Annexure-II for Price Bid. The applicable GST as per applicable rate and GST Compensation Cess @ Rs. 400 per MT shall be quoted extra and shall be payable as per latest Government notifications / rules. **Landed Price of Coal shall be payable to the Successful Bidder(s)** based on the methodology outlined in this bidding document in various clauses.
- (ii) FOR destination price/landed price payable to the party per rake shall be subjected to variations in quality/quantity adjustments as per **Clause 7.**
- (iii) **The Bids shall be evaluated on the basis of FOR destination landed coal price quoted by the Bidder(s)**
- (iv) Railway freight per rake will be payable as per actuals, limited to the quoted transportation/freight cost after quality & quantity adjustment in line with the Clause No.11 and 13 (v) of this document on submission of invoice and Railway receipt (RR). Besides, variation in railway freight tariff, if any, shall be dealt for the purpose of payment/adjustments, in line with Clause 13 (v). The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways

Note: Any additional en-route charges related to transportation of coal from loading point to BBGS Generating station inclusive of but not limited to:

- a. **Punitive charges on overloading of wagons,**
- b. **Shunting charges during push-back of wagons due to overload**
- c. **Rake detention charges at loading end due to miscellaneous reasons and any other en-route penal charges will be borne by the Bidder(s).**



5. QUANTITY DETERMINATION

- (i) Net Adjusted Quantity of coal received at CESC BBGS per rake, i.e. quantity worked out after carrying out adjustments due to quality variations with respect to the base parameters, will be final for the purpose of assessment of executed quantity and payment.
- (ii) Quantity determination of coal per rake shall be done at CESC BBGS, subject to adjustment due to variations over the base quality parameters if any, and payments thereof shall be based on such determination at CESC BBGS.
- (iii) The Coal delivered shall be weighed at Budge Budge Power Station. The weight recorded by Weighment System of BBGS having an electronic printout facility shall be taken as final after consideration of empty rake weight i.e. actual tare weight. For measuring the empty rake weight, tare weight of each wagon shall be taken.
- (iv) The weight for BOXN rakes recorded by Static Weighment System of BBGS at wagon tippler having an electronic printout facility shall be taken as final after consideration of empty rake weight i.e. actual tare weight.
- (v) *If supply is made by BOBRN wagons the design tare weight as per RR of each wagon will be considered as tare weight.*
- (vi) In case BBGS station's Weigh Bridge is NOT WORKING, actual RR weight will be considered as final for determination of quantity at Generating Station and in such case for calculation of net weight, the tare weight mentioned on RR will be considered.

NOTE: 1. Supervision of Loading Profile of Rakes—Contractor shall strictly ensure uniform loading profile across the full cross-section of each of the wagons for reducing underload and **for avoiding any occurrence of electric flashover with OHE** during the movement of the rake from Loading siding to BBGS. The maximum height from Railway Track surface to top of coal heap in a wagon shall have to be **restricted within 4.10 Meters**.

2. BOXNS TYPE wagons are not acceptable by BBGS for unloading.

- (vii) Before the commencement of supply of coal as per the Bid the representative of the Successful Bidder(s) shall inspect the calibration records and accuracy of the Electronic In-motion Railway Weigh Bridges installed at BBGS and shall confirm the same in writing.
- (viii) Dispute in weighment, if any, shall be raised by Successful Bidder(s) in writing within five (5) working days after receipt of rakes at CESC station. No request in this regard shall be entertained subsequently.
- (ix) In case of dispute raised by the Successful Bidder(s) as per the above mentioned clause, Weighbridge at the BBGS end can be re-calibrated at the cost of the Successful Bidder(s). However, such re-calibration



shall be allowed only once during the entire contract period

Weighbridges at the BBGS end have a calibration frequency of Twelve (12) months and calibration record of the same can be shared with the Successful Bidder(s) in case of any dispute

- (ix) For the rakes received after raising of dispute by the Successful Bidder(s) and till recalibration of the CESC end weigh bridge as per the above- mentioned clause, final quantity determination at Generating Station shall be done as:
 - a. As per the RR weight if pre-calibration results of the weighbridge are outside the tolerance limits.
 - b. As per the BBGS end weighbridge weight if pre-calibration results of the weighbridge are within the tolerance limits
 - (xi) The coal will be measured/ weighed rake-wise/ wagon-wise for the determination of quantity. In case of partial weighment of rake, the weight of un-weighed wagons shall be considered as per the RR weight as described above. The quantity determined shall also be subjected to adjustment due to quality variations.
 - (xii) It will be the responsibility of the Successful Bidder(s) to inform the rake arrival time at Generating station in advance.
 - (xiii) It shall be the responsibility of the Successful Bidder(s) to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified No claim on CESC can be made or be admissible if there is any error in determination of quality parameters due to erroneous or non - identification of rakes at Generating station.
 - (xiv) The Successful Bidder(s) shall ensure that coal rakes are delivered to the consigned station only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Successful Bidder(s), successful Bidder(s) shall furnish advance intimation and RR and other necessary details to the concerned station immediately on diversion of rake Further, in case of diversion of rakes en-route or missing wagons, no payment/ bills shall be paid to the Successful Bidder(s) by the Purchaser, which is elaborately specified in the Clause 13 (II & III).
6. All other charges like Demurrage at loading end, Overloading/ Under- loading charges etc. as applicable for Railways etc. shall be to the account of Successful Bidder(s). Any delay/ detention charges of Rakes due to poor physical quality of coal viz sticky coal, presence of excessive quantity of lumpy coal, stones and boulders at **BBGS unloading end** shall be to the account of Successful Bidder(s).



7. QUALITY INSPECTION

Quality of coal will be final based on the testing and analysis results of the samples taken at BBGS and final payments thereof will be based on such determination at Generating station by an independent Third Party sampling (TPS) agency, appointed by CESC on mutual acceptance with the Successful Bidder(s) and subsequent execution of a **Tripartite Agreement signed by all the three parties.**

Sampling charges at unloading end will be shared equally (50%- 50%) by buyer and Seller. Rake-to-Rake sampling charges based on the quantity received will be deducted from the running bill.

Sampling and Testing of coal samples drawn at BBGS end:

The sampling of coal and preparation of laboratory sample shall be done as per sampling guidelines for CESC elaborated below. Final laboratory sample will be analysed independently by Seller and Purchaser on '**Equilibrated (Eq) Basis**' and '**As Dried Basis**' (ADB). Testing and analysis shall be carried out as per the procedure laid down in IS 1350 (Part —II), and any amendment thereof. The GCV would be determined in accordance with the procedure laid down in IS: 1350 (Part II) 170 dated April 1971 or any subsequent revision thereof.

(i) Sampling Guidelines for BBGS end sample collection:

Sample Collection

Coal samples at BBGS end, shall be drawn from each rake and prepared for analysis **by Third Party Sampling Agency (TPA) as appointed** and subsequent execution of Tripartite Agreement thereof, for determining the quality of Coal in the presence of representatives of the Seller and the Purchaser.

For the purpose of sampling, each rake of Coal supplied from one Unloading Point shall be considered as a lot. However, if a rake comprises Coal from more than one (1) coal mine and/or Grade, then the number of lots for sampling will be coal mine/Grade wise, as the case may be.

Each sample shall be assigned with a code number and will be identified by such code only and no other particulars will be indicated or written on the tag attached with the relevant bag containing the sample. Detailed modalities of coding/de-coding for the purpose of sampling and analysis may be worked out separately by the Parties to facilitate confidentiality and reliability of the process.

In the event, for any reason whatsoever, sampling and analysis could not be conducted, weighted average of the preceding 3 (three) months analysis results from the same Agreed Source/ Alternate Source, as the case may be, shall be binding on the Parties for the purpose of payments. **(Details of sample collection is as per schedule -I)**

Also out of coal samples as above prepare one (1) sample of Coal of adequate quantity without grinding for determination of Total Moisture and Size. For determining the Total Moisture and Size, CESC shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by CESC at its Laboratory shall be carried out by CESC Chemist in presence of Head of



Plant (HOP) nominated officer and can be witnessed by Successful Bidder(s) or his representative. The test certificate of Total Moisture and Size shall be signed by CESC Chemist, HOP nominated officer and Successful Bidder(s) or his representative, immediately after its determination. In case the Successful Bidder(s) is not getting involved, while analysing for Total Moisture and Size by CESC at its Laboratory, the analysis of Total Moisture and Size should be continued and in such cases the Total Moisture and Size as determined by CESC at its Laboratory shall be binding on the Successful Bidder(s). No dispute shall be raised subsequently by Successful Bidder(s) or his representative on Total Moisture and Size. CESC Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond CESC Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of CESC and Successful Bidder(s) in CESC Lab till determination of Total Moisture & Size. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.

TPA shall prepare 4 sets of TM sample and 4 sets of 212 μ samples for Proximate analysis and distribute as follows:

- (a) 1st sample — CESC Sample for analysis at CESC Laboratory.
- (b) 2nd sample — CESC Sample for TPS agency for analysis at their end.
- (c) 3rd sample — Sample to Successful Bidder(s) for testing at his end— this Sample should be taken by Successful Bidder(s) through material exit gate pass from the plant
- (d) 4th sample — Referee Sample. Such Referee Sample shall be kept at BBGS Lab under joint lock and joint custody of Successful Bidder(s) and CESC, to be used for future reference and/or testing'

(ii) **For corrections on quality variations:**

For correction of coal price for GCV and IM, & Ash for quantity, test results of TPS agency shall be considered and in case of any dispute (**except for Total Moisture and Size**), test results of referee sample, if admissible, shall be considered. **For Total Moisture, the analysis will be carried out at CESC Laboratory by CESC Chemist and is witnessed by Plant Head nominated officer Successful Bidder(s) or his representative and the test certificate is signed by CESC Chemist, Plant Head nominated officer and Successful Bidder(s) or his representative. Such analysis and test report shall be binding on Successful Bidder(s). Accordingly, Successful Bidder(s) or his representative on Total Moisture shall raise no dispute subsequently. In view of this, no Referee Sample for determination of Total Moisture shall be kept.**

- (iii) Third Party Sampling Agency shall analyze its portion of the coal sample, distributed as above, for the parameters namely IM, Ash, VM, GCV (Eq & AR Basis).
- (iv) Corrections on quality variations



For correction of coal price, GCV & Ash test results by TPS agency and Total Moisture (TM) test analysed at CESC Laboratory shall be considered. In case of any dispute, test results of referee sample, if admissible, shall be considered. For TM there will be no Referee Sample.

Third Party Sampling agency report based on the sample drawn at BBGS end shall be shared to the Buyer and Successful Bidder(s) or his representative at site. In case of any dispute, due to variance in test results of Successful Bidder(s) or Buyer based on the sample drawn at BBGS end and Third Party Sampling agency beyond the permissible limits (**except for Total Moisture and Size**) and subsequent claim by the Successful Bidder(s) or Buyer for testing of referee sample, the Successful Bidder(s) or Buyer can challenge for referee within 10 (ten) working days after receipt of Third Party Sampling Agency report by the Successful Bidder(s) or Buyer. **Charges for Referee Sample Testing will be borne by the Party challenging the Third Party Sampling Agency test result.** If the successful Bidder(s) challenges the Third Party Sampling Agency test results, charges for testing of referee samples as per mutual agreement between CESC, Successful Bidder(s) and Third Party Sampling Agency and the sample transportation cost to the referee labs shall be paid in advance by the successful Bidder(s) to the CESC. In such an event, Referee Sample shall be forwarded by CESC to Third Party Inspection Agency nominated by CESC ie Referee Labs designated for testing of Referee Samples as per mutual agreement between CESC, Successful Bidder(s) and Third Party Sampling Agency.

Presently 09 labs are designated for testing of referee samples

1. CSIR -IMMT Bhubaneshwar (Institute Of Minerals And Materials Technology)
2. CPRI -Banglore (Central Generating Research Institute)
3. NML — Jamshedpur (National Metallurgical Laboratory)
- ” 4. CSIR - IICT — Hyderabad (Indian Institute Of Chemical Technology)
5. NEIST - Jorhat (North East Institute of Science and Technology)
6. IEST Shibpur (Indian Institutes of Engineering Science and Technology)
7. MECL — Nagpur - Mineral Exploration Corporation Limited
8. JNARDCC— Nagpur (JawaharlalNehru Aluminium Research Development and Design Centre)
9. IIT-Khargpur

If Successful Bidder(s) raises no dispute within ten (10) working days after receipt of report from Third Party Sampling agency by the Successful Bidder(s), no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of Third-Party Sampling agency's shall be binding. Referee Samples shall be retained up to 30 days from the date of declaration of result and thereafter referee sample will be destroyed.



8. PENALTY

The Successful Bidder(s) shall exercise utmost precaution at the time of supplying of coal to CESC station. Coal having specifications beyond specified range of the Technical Parameters as per Annexure B-I shall not be supplied. The Coal of specifications beyond the specified range of the Technical Parameters shall be liable for penalty. CESC shall not be held responsible for any financial loss to Successful Bidder(s) in any circumstances. Successful Bidder(s) shall not have the right to take back the already delivered material. Placed below are the Technical Parameters with minimum and maximum limit for Acceptance based on the station end testing results:

Parameters	UNIT	Minimum limit	Maximum limit
Total Moisture (ARB)		None	14% (During Oct-May) 16% (During June-Sept)
Ash (ADB)		None	45%
Gross Calorific Value (EM basis)	Kcal/ Kg	3700	4600

- i) If the values of Gross Calorific Value (EM basis) (GCV) are **less than** Base parameter of Gross Calorific Value (Equilibrated Moisture basis) : 4000 Kcal/Kg provided in Annexure B1 but **more than** 2200 kCal/kg, penalty shall be levied as per the clause 11 b)
- ii) If the value of GCV for any coal rake supply is reported **below or equal to** (\leq) 2200 Kcal/kg, then payment shall be limited to FOR Landed price of Rs 1/ per MT plus taxes as per actual, as illustrated in clause 11 b).

9. TERMINATION

The coal specification should be complied with the base parameters indicated and should be within the specified range of the technical parameters as provided in the **Annexure B-1 of Section-III**.

In case, supplier is found to frequently supply the material of GCV less than 3700 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be issued to supplier. However, if coal is supplied below GCV 2200 Kcal/Kg in more than 3 (Three) instances during the period of contract even after issuing warning letter then Contract shall be liable for cancellation

10. DISPUTE RESOLUTION

The coal shall be tested by Third Party Sampling Agency and the payment shall be made with reference to this report. If there is any dispute, the Referee Sample will be sent to referee labs nominated as per Clause 7. The report of referee lab shall be final and binding to both the parties.

11. ADJUSTMENT ON QUALITY VARIATIONS

In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter:



a) Excess Total Moisture {As Received Basis (ARB)}

In the event that monthly weighted average Total Moisture in Coal exceeds fourteen percent (14%) during the months from October to May and sixteen percent (16%) during the months from June to September, the Coal quantities delivered during such month shall be adjusted for the resultant excess Total Moisture, which shall be calculated in percentage by which the Total Moisture exceeds the foregoing limits.

Wherein,

"Total Moisture" means the total moisture content (including surface moisture) expressed as percentage present in Coal and determined on as received basis in pursuance to IS.

Illustration:

- (i) Received weight of coal in a month = 'W1'
TM of received coal = 'TM1%'
Allowable TM % = 14% (During Oct to May)
If $TM1 > 14\%$, then, TM adjusted weight $W2 = W1 \times \{1 - (TM1\% - 14\%)\}$
If $TM \leq 14\%$, then, TM adjusted weight $W2 = W1$
- (ii) Received weight of coal in a month = 'W1'
TM of received coal = 'TM1%'
Allowable TM % = 16% (During June to Sept)
If $TM1 > 16\%$, then, TM adjusted weight $W2 = W1 \times \{1 - (TM1\% - 16\%)\}$
If $TM \leq 16\%$, then, TM adjusted weight $W2 = W1$

b) Gross Calorific Value {EM basis}

For correction of contracted FOR destination price/landed price, TPS Agency's test results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency as per Clause 10, shall be considered.

Corrections will be done as follows:

- i. In the event the certified gross calorific value of Coal at CESC station end is less than or equal to (\leq) the base GCV(Eq) of 4000 Kcal/kg as per Schedule-B1 and greater than and equal to (\geq) 3700 Kcal/kg then the FOR destination landed price shall be reduced prorata by the amount calculated by the formula:
- Reduced FOR destination landed price** = Contracted FOR destination landed price \times GCV received at CESC station / Base GCV as per Schedule-B1.
- ii. In the event the certified gross calorific value of Coal at CESC station end is less than ($<$) 3700 kcal/Kg and greater than ($>$) 2200 Kcal/Kg then the



FOR destination price/landed price shall be reduced by the amount calculated as per the formula:

Reduced FOR destination landed price = 50% of {Contracted FOR destination landed price × GCV received at CESC station / Base GCV as per Schedule-B1

- iii. In the event the certified gross calorific value of Coal at CESC station end is less than or equal to (\leq) 2200 Kcal/kg, then payment shall be limited to **FOR Landed price of Rs 1/ per MT plus taxes as per actual, as illustrated in clause 11 b).**
- iv. In the event the certified gross calorific value of Coal at CESC station end is higher than ($>$) the base GCV of 4000 Kcal/kg as per Schedule-B1, but up to 4600 Kcal/kg, then the coal cost shall be increased pro-rata by the amount calculated by the formula:

Increased FOR destination landed price = Contracted FOR destination landed price × GCV received at CESC station / Base GCV as per Schedule-B1.

- v. In case coal loaded per rake supplied **of GCV more than 4600 Kcal/Kg** i.e. the maximum limit as per schedule-B1 then price adjustment on account of GCV shall be limited to Maximum limit of GCV and payment shall be made for GCV of 4600 Kcal/Kg.

For above calculations, Contracted FOR destination landed price shall imply the price as quoted by the successful Bidder(s) excluding GST and GST Compensation Cess.

- vi. For the purposes of adjustment of coal quality, the samples shall be taken from each rake and analysed for each rake. The Monthly weighted average results of such analysis of rakes at power station shall be applied for carrying the necessary adjustment.
- vii. Further, Coal supplied of GCV less than or equal to (\leq) **2200 Kcal/Kg** is liable for penalty as per clause 8. Such rake(s) shall not be considered for the calculation of the monthly weighted average and shall be reconciled on standalone basis in accordance with provisions at Clause 8.

c) SIZE

Normally the Coal supplies under this agreement shall be of **(-) 100 mm** size. The Purchaser shall inform the Seller any incident of receipt/presence of oversized Coal, in terms of Technical specifications in any specific consignment(s), immediately on its detection at the Delivery Point and/or Unloading Point and the Seller shall take reasonable steps to prevent such ingress at his end.



- i. The Coal delivered by the Successful Bidder(s) at the Delivery Point will be free from impurities and extraneous materials including metals, boulders, stones, shale, bones, slates, earth, rocks, pyrites, plastic or wood etc. Successful Bidder(s) is to ensure that coal is free of foreign /extraneous material etc.,
- ii. CESC shall inform the Successful Bidder(s) all incidents of receipt/presence of oversized Coal, in terms of specifications laid down in Annexure-B1, in any specific consignment(s), immediately on its detection at the Delivery Point and/or Unloading Point and the Successful Bidder(s) shall take all reasonable steps to prevent such ingress at his end.
- iii. CESC shall inform the Successful Bidder(s) all incidents of receipt / presence of stones in any specific consignment(s) by rail, immediately on its detection at the Delivery Point and/or Unloading Point. Successful Bidder(s) shall, immediately take all reasonable steps to prevent such ingress at his end. The stones segregated by CESC at the Power Station end shall be assessed jointly by the representative of the Successful Bidder(s) and CESC at the Power Station end for quantity adjustments.
- iv. **Modalities for assessment of stones:**
 - a) CESC shall endeavour to segregate and stack separately all oversized stones of size more than 250 mm received along with Coal from the Seller's supplies at the Power Station end, during the month, at a mutually agreed place identified for the purpose within the Power Station premises, for the purpose of joint assessment pursuant to Clause (iii) above as per the procedure laid down in Schedule II of this document for compensation pursuant to Clauses 11 (c) (iv) (e) and 11 (c) (v).
 - b) The Seller shall depute its representative at the Power Station end between fourth (4th) day to tenth (10th) day of the following month, for joint assessment of the quantity of stones of size more than 250 mm received in the preceding month and the Parties shall prepare a jointly signed statement of quantity of stones.
 - c) In case the Seller's representative fails to be present at the Power Station end, within the period stipulated at Clause (b) for the assessment of the quantity of oversized stones in compliance to clause (a), the quantity of oversized stones assessed by the Purchaser shall be intimated to the Seller, by the fifteenth (15th) day of such following month and the same shall be taken as final and binding on the Seller for the purpose of adjustments under Clause 11 (c) (v). Thereafter, the Purchaser shall dispose off / remove such stones by the end of such month under intimation to the Seller and the Purchaser shall not be under any obligation to preserve such material beyond the day(s) stipulated herein above. However, the Purchaser shall maintain all records/ documents for example work order, running account bills, payment document etc for such disposal and present the same along with audited records for scrutiny of the Seller, if required.



- d) Quantity of stones attributable to the Seller shall be worked out by pro rata apportionment on the basis of proportionate receipt of Coal from Seller out of the total Coal received at the concerned Power Station during a month. For such apportionment, the Purchaser shall provide certified monthly figures of quantity of Coal received as per Coal bill at the concerned Power Station from the Seller as well as from all sources other than the Seller.
- e) Compensation for oversized stones shall be payable by the Seller to the Purchaser month-wise, Power-station wise, in terms of clause 11 (c) (v) after quantity determination in terms of Clause 5. However, such total quantity of oversized stones actually verified /removed shall be restricted up to a ceiling of 0.75% of the total quantity of indigenous coal supplied during the period of the supply under the contract for the purpose of compensation if supply of indigenous coal during the year has also been made from any other source(s) including captive block, CIL, SCCL sources.
- f) Without prejudice to provisions at Clause 11 (c) (iv), if, in the Purchaser's reasonable determination, the presence of oversized Coal and/or stones is causing operating or maintenance problems at the Power Station, then, upon the request of the Purchaser, the Purchaser and the Seller shall meet and prepare a mutually acceptable plan for effectiveness of the Seller's efforts at removing oversized stones from the Coal.
- v. Compensation: The Seller shall adjust through regular credit notes to the Purchaser amounting to hundred percent (100%) of the contracted landed price as per the weighted analysed GCV of Coal applicable for the month in which such supplies were made by the Seller during the month as per the jointly assessed signed statement or as intimated by the Purchaser to the Seller pursuant to above Clause (iv) (b) or (iv) (c) respectively.

Failing which CESC shall ask Supplier to segregate as well as recover up to contracted FOR landed price **for actual weight of the extraneous/ oversize coal / stone material.**

12. PAYMENT

No advance payment will be made to Successful Bidder.

Initial payment against the net adjusted received coal based on the coal analysis results of TPSA Laboratory for 80% of the total landed cost to be paid to the Successful bidder from the receipt of invoice and Railway Receipt (RR).

The remaining 20% payment for the month will be released on receipt of referee sample results for the challenged sample(s) if any for the month and subsequent reconciliation of that month under consideration.

Successful Bidder and CESC shall jointly reconcile all payments made for the monthly Coal supplies during each month within Fifteen (15) working days after end of each month. The parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation. The monthly reconciliation statement shall be jointly signed by the authorized representative of Successful Bidder and CESC, which shall be binding on both the parties



Bills are to be submitted for certification to the Office of General Manager (Fuel Management), CESC Limited; Majherhat 132/33 KV Substation (3rd Floor); 1, Taratala Road, Kolkata – 700 088.

All payments will be released within 15 days of submission of certified bills by CESC Fuel Management to CESC Finance Department.

Railway freight, if deducted from CESC account through auto debit, will be deducted from the invoice submitted by the bidder. Debit Note has to be issued by the bidder for this purpose.

13. GENERAL

- I. Immediately on placement of rakes for loading, the Successful Bidder(s) shall inform CESC the following details of the rake(s):
 - (a) Dispatch Point
 - (b) Expected Time of Arrival at CESC station
 - (c) Quantity of Coal proposed to be loaded

- II Certain Zonal Railway has recently issued circular stipulating that for Rakes/ wagons diverted in between the Units of same Power Corporation/ Industries will be entertained only when claim cases have been registered against the said NR (Not Received) consignment by the consignee. Accordingly, Successful Bidder(s) or CESC, as the case may be, shall lodge the claim with Railways for any missing/diverted out wagon/rake as per prevailing Railway rules.

In case Successful Bidder(s) is required to lodge the claim with Railways then required authorization from the station shall be taken, if required.

In case CESC is required to lodge the claim with Railways as per extant rules of Railways then CESC's responsibility will be limited to lodging the claim for such missing/ diverted Rakes/ wagons. However, all the necessary action for the same and liaising with Railways for follow up and settlement of such claims shall be the responsibility of the Successful Bidder(s). Further in such cases where CESC is required to lodge the claim, the claim amount as settled by Railways against these claims will be credited to the Successful Bidder(s)'s account by CESC on settlement and receipt of such claim from Railways. CESC shall not be responsible for amount of claim settled and time taken for settlement by Railways.

No payment will be paid for those rakes or wagon(s), which are missing / diverted till those are received by CESC station.

- III Successful Bidder(s) shall maintain separate account for missing/diverted wagons of coal if any and shall take up with Railways to ensure that such wagons are delivered at consignee station only. The payable FOR price for the missing wagon is as of the Mother Rake. Quality parameter of the missing wagon shall be considered as per Mother Rake's quality parameter, and it is to be considered for calculation of the monthly weighted average. Quantity of the missing wagon is as per actual measurement at station weighbridge.



IV Railway freight will be payable as per actuals, limited to the quoted transportation/freight cost after quality & quantity adjustment on submission of invoice and RR.

V **Variation in Railway Freight Tariff:**

The Bidder(s) are to quote Railway Freight based on the Railway Freight prevailing as on 7 days prior to Techno-Commercial bid submission date.

For the purpose of calculating the variation in Railway Freight on account of Adjustment in Base Freight Rates by Railways, following method shall be worked out:

- a) The distance corresponding to the quoted Railway freight by the Bidder(s) for the respective Plant shall be worked out from the prevailing Railway Freight Tariff as on 7 days prior to Techno-Commercial bid submission date, issued by Ministry of Railways.
- b) On revision of Base Freight Rates by Railways, the revised Railway freight shall be calculated for corresponding distance as at (a) and payment shall be limited to calculated revised railway freight after quality and quantity adjustment or actual railway freight paid, whichever is lower on submission of invoice and RR.

The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.

VI Other Terms and Conditions will be as per GCC attached with the document.



TECHNICAL SPECIFICATIONS OF DOMESTIC COAL

GCV (Equilibrated) of coal: >3700 upto 4600 Kcal/Kg

Parameters	UNIT	Specified Range
Gross Calorific Value (Equilibrated Moisture basis)	Kcal/ Kg	Not less than 3700 and not more than 4600
Total Moisture (ARB)	%	Upto 14% (October to May) Upto 16% (June to September)
Ash (ADB)	%	Upto 45% Max
Size	mm	(-) 100
Extraneous Material	MT	Nil

Base parameters for coal under this Bid FOR Price Basis are as under:

Gross Calorific Value (Equilibrated Moisture basis) : 4000 Kcal/Kg

Total Moisture (ARB) : 12%

Ash (ADB) : 40%

VM (ADB): 17% Min

Size : (-) 100 mm

Fines (0-10mm): 10% Max



ANNEXURE-B2**Delivery Schedule**

Month	Mines Source				Quantity in Lakh Te	Tentative No of rakes
	Source 1	Source 2	Source 3	Source 4		
August 2025					0.80	20
September 2025					0.80	20
October 2025					0.80	20



ANNEXURE-B3

(Declaration from the Bidder(s) about the coal mine(s)/ dispatch point(s)/ Railway siding(s) from where they intend to supply coal as per specification)

Bidder(s)'s Name and Address:

To
Contract Services
CESC Limited

As required under Clause 2 of Section IV– Technical Specification of the Bidding document no.

_____, we give below the following details of coal mine(s)/ dispatch point(s)/Railway siding(s), from where we shall be supplying domestic coal to the

_____ Generating station complying strictly to Clause 4 of Section IV -Technical Specifications and Annexure B1 of Section IV- ANNEXURES / ATTACHMENTS /FORMATS / SCHEDULES of aforementioned Bidding documents as per the awarded quantity in case of consideration of award:

S No	Name of Mine(s)	Location	State	Name of the Mines Owner

S No	Name of Dispatch Points	Location	State	Name of the Dispatch Point Owner

Saudaf

S No	Name of Railway Sidings	Location	State	Name of the Siding Owner

Date:

Place:

(Signature)

(Printed Name)

(Designation & Company seal)

Saudaf

SCHEDULE -I

Procedure for Sampling and Analysis

(In accordance to the Clause)

1. DETAILED MODALITIES FOR SAMPLING

Modalities for collection, handling, storage, preparation and analysis of coal samples shall be as under:

2.1. General

- a) Collection and preparation of samples shall be witnessed only by the authorized representatives of Seller and Purchaser. In case the authorized representative of either party is not present or does not witness the sample collection and preparation activities, the said work shall be done by TPA in their absence and absence and/or failure to witness shall not be considered as a ground for disputing the result by either party. At any point of time, only one authorized representative each from Seller's side and Purchaser's side shall be allowed to be present during the sample collection and preparation activities.
- b) CESC shall communicate the analysis result(s) of the sample(s) to the Seller and Purchaser within eighteen (18) working days from the date of sample collection. The Seller/ Purchaser may raise dispute if any, against the findings of the CESC within seven (10) days after the submission of the analysis result(s) and 20 days from the handing over of the sample, excluding the date of submission of the analysis results by the CESC.

2.2. Collection of samples from loaded wagons (Rail):

- a) Rake-wise, grade-wise and TPS-wise coal supplied to a Delivery Point shall be considered as one lot, in case of supplies by rail
- b) Each lot shall be divided into a no. of sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. One gross sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under:

Number of Wagons in one lot	Number of sub lots/ gross Samples
Upto 30 wagons	4
>30 wagons upto 50 wagons	5
>50 wagons	6

- c) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/Section I) 1964 for collection of gross sample/increments.



- d) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- f) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of Coal from the surface shall be removed / scrapped and the place will be levelled for an area of 50 cm by 50 cm.
- g) About 50 kg of sample shall be collected from each selected wagon in the approx. 5 kg each with the help of shovel/scoop.
- h) Any stone/shale of size more than that specified in Schedule 2 shall be removed/discarded from the sample;
- i) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.
- j) In case live overhead_traction line exists in the Siding, agency shall ensure that the Generating supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.



SCHEDULE -II

Procedure for segregation and separate stacking of stones of +250 mm size at the Generating Station and its joint assessment by the Purchaser and the Seller

- 1) The stones segregated from Coal supplies received from Seller during a month at the Generating plant end shall be collected and stacked separately by Purchaser at a suitable location identified mutually by the Purchaser and Seller.
- 2) Such materials will be stacked in a manner that the same can be measured properly for volume.
- 3) (a) Such material collected and stacked during a month shall be loaded into trucks and weighed at nearest weighbridge to determine weight of such material received during the month.

(b) In the event entire stock of such material cannot be weighed as per 3 (a) of the schedule, at least 5 trucks of such material loaded from the heap on random basis shall be weighed at the nearest weighbridge to determine the volumetric conversion ratio of such material, i.e. weight per unit of volume. The same conversion ratio will be applied for determining total weight of the heap of such material. The heap containing the entire stock in such cases shall be measured for volume prior to loading in the trucks and the same recorded jointly.
- 4) Two trucks of such material weighed as above will be randomly selected and unloaded at an identified place near the heap and material of +250 mm size will be manually segregated. After such segregation, the same will be weighed at the nearest weighbridge to establish the percentage of material +250mm size in the sample. This percentage will be applied to the total weight of heap determined as per 3(b) to find the weight of material +250 mm size in the heap.
- 5) After determination of weight pursuant to Clause 3 of this Schedule, the stones shall be disposed off by the Purchaser at a suitable place.
- 6) All infra-structural arrangements including for tools, tackles, equipment, trucks and manpower shall be arranged and provided by Purchaser at their own cost.
- 7) The Purchaser shall provide access to the Seller for examination of all documents / records pertaining to the above claim, if the Seller so desires.



SECTION- V

ANNEXURES, FORMS AND FORMATS

Saudat

Saudat

BID NO.: CESC: CM: 7708 DOMCOAL: 25-26**TECHNICAL BID**

Technical Bid		
Particulars	Details	Supporting Document Page-No
Consumers worked for supplying domestic coal (Names):		
Minimum experience of supplying 0.6 MMT of domestic coal in the last three (up to FY 2024-25) financial years.	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):	<u>Last 2 years</u> Turnover: Profit and Loss: Gross Profit: Profit after Taxes: Net worth:	
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.		



Annexure II

BID NO. : CESC: CM: 7708 DOMCOAL: 25-26**PRICE BID**

CESC Station Name	Budge Budge Generating Station				
Bidder's Name					
Sl.No.	Item Description	UoM	Qty (MT)	Price to be quoted by bidders	Total Price in Rs
1.1	Coal cost excluding GST & GST Compensation Cess	Rs/MT	240000		
1.2	Railway freight excluding GST	Rs/MT			
1.3	Surface transportation charges including handling cost if any for coal loading onto wagons, excluding GST	Rs/MT			
1.4	Sub-total: FOR destination landed coal cost, excluding GST & GST Compensation Cess	Rs/MT			
1.5	GST on Sub-total @ 5%	Rs/MT			
1.6	GST Compensation Cess	Rs/MT		400	96000000
1.7	Total FOR destination landed coal cost, including GST & GST Compensation Cess	Rs/MT			

Note: Total FOR destination landed cost should match with the Schedule price to be quoted by Bidder(s)



BID NO. : CESC: CM: 7708 DOMCOAL: 25-26

BIDDER(S) INFORMATION

(TO BE FILLED BY THE BIDDER(S))

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 supply of domestic coal in Rail mode to any State / Central Genco /IPP in India, in the preceding 3 years (including FY 2024-25).
12. PLEASE SUBMIT proof of your infrastructure facilities.

(Signature of the applicant with stamp)

Place

Designation

Date



Annexure IV

BID NO. : CESC: CM: 7708 DOMCOAL: 25-26

BANK ACCOUNT DETAILS

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

Saudaf

BID NO. : CESC: CM: 7708 DOMCOAL: 25-26

**“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)

Place: (Printed Name)

(Designation)

(Seal)

