

CM: 5805

Dated: 23<sup>rd</sup> March, 2023

**NOTICE INVITING TENDER ('NIT')  
SUPERVISION OF LOADING OF SPOT E-AUCTION 2022-23 DATED 15.03.2023  
COAL RAKES FROM DAHIBARI SIDING OF BCCL TO BUDGE BUDGE GENERATING  
STATION (MCES) OF CESC LIMITED.**

**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805**

We invite offer in the prescribed price bid format from competent Bidders for supervision of loading of Spot e-auction coal rakes booked on 15.03.2023 from BCCL's Dahibari siding to Budge Budge Generating Station Siding (Rly code-MCES) of CESC Limited.

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

You are requested to submit the offer within 31<sup>st</sup> March, 2023 by 15:00 Hrs.

Thanking You,

Yours Faithfully,

For CESC Limited



**Dy General Manager  
(Coal Management)**

**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805**

**A. INTRODUCTION**

We, CESC Limited ("CESC") invite offer in the prescribed price bid format from competent bidders for supervision of loading of Spot e-auction coal rakes booked on 15.03.2023 from BCCL's Dahibari siding to Budge Budge Generating Station Siding (Rly code-MCES) of CESC Limited. In this context, offers are being invited on the basis of General Terms, Conditions and Related Information provided in this document.

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

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

1. **Sealed** offer, clearly mentioning the Tender Number and Bidder's name and address, to be submitted on or prior to the "Due Date". **Faxed/E-mailed Offers or Bids received after the "Due Date" shall be rejected without further reference.**
2. **EMD, Technical bid and Commercial Bid** shall be enclosed in three separate closed and sealed envelopes properly marked. These three envelopes shall be enclosed in one covering envelope containing the name of the Bidder and Contact Details.
3. **Bid Selection Process:** The technical bids shall be opened first and evaluated. The price bid of only those bidders shall be opened who have successfully qualified in the technical bid.
4. All pages of the Tender/Bid comprising of Technical & Commercial Bids and Information/Documents as specified in Annexure IV should be signed and seal affixed as a mark of acceptance of the terms and conditions of the NIT.
5. **Validity:** Bid shall remain open for acceptance by the Owner for a period of thirty (30) days from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid. The quoted prices shall remain firm till completion of the contract.
6. **Last date of Submission: 15:00 Hours, 31<sup>st</sup> March, 2023.**
7. **Address of Submission:** Attn: General Manager (Fuel Management), CESC Limited; Majherhat 132/33 KV Substation (3<sup>rd</sup> Floor); 1, Taratala Road, Kolkata – 700 088.
8. CESC reserves the right to cancel/withdraw/modify this NIT, partially or fully, without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
9. CESC reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer)
10. Any query / clarification regarding this Notice to be addressed to DGM (Coal Management) in the email address [subrata.mandal@rpsg.in](mailto:subrata.mandal@rpsg.in) latest by 12:00 Hrs of 28<sup>th</sup> March, 2023 beyond which no query /clarification shall be entertained.



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

- 1) Only Indian National Companies are allowed to participate in the NIT.
- 2) MSME norms will not be applicable to the NIT.
- 3) Only bidders well experienced in similar work shall submit their offers.
- 4) Joint ventures will not be permitted.
- 5) The Bidder shall have a minimum experience of handling 80,000 Tonne / 20 Rakes per annum by Rail mode from Eastern Coal Fields Limited (ECL) and/or Bharat Coking Coal Limited (BCCL) in any one of the last three financial years (including current FY 2022-23). **Work experience for supplies in MGR mode will not be considered.** Details of WO copies / Experience Certificates shall have to be provided in support of the above.
- 6) The Bidder shall provide list of manpower employed and PF Submission Details, Organizational setup, Office Address and list of vehicles and other equipment deployed for the work.
- 7) The Bidder shall have to submit an affidavit from a 1<sup>st</sup> class Judicial Magistrate stating that they or their wholly owned / majority subsidiary are not debarred/ blacklisted by any customer in the past 12 months.
- 8) The Bidder shall be solvent and not declared bankrupt. They shall have a positive net worth of **INR Ten crores** as on date, a certified statement provided by CA (Chartered Accountant) to be attached. Last two years financials along with balance sheets also needs to be submitted.
- 9) The Bidder needs to submit the complete manpower details covering Name, qualification & contact details of deputed persons at Barora area, Dhanbad, BCCL/CIL Kolkata, Railways (Dhanbad/ Asansol / Howrah/ Sealdah division), Railway Board- New Delhi, ER / SER- Kolkata, EDRM office Kolkata & also at other relevant locations.
- 10) Notwithstanding anything stated above, CESC reserves the right to assess the credibility, capability and capacity to perform the contract, should circumstances warrant such as assessment in the overall interest of CESC, and the bidder shall furnish all the required documents to CESC, as required.
- 11) 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.
- 12) The Technical Bid Envelope shall contain the following documents: -
  - I. PAN card
  - II. Valid GST Certificate
  - III. ITR for assessment year 2019-20, 2020-21 & 2021-22
  - IV. Valid PF code.
  - V. ESI registration Certificate.
  - VI. Copy of Work order issued from the ordering company confirming to quantity mentioned.
  - VII. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2020-21 & FY 2021-22.
- 13) CESC reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. CESC reserves the right to



reject any tender or all tenders received at its discretion without assigning any reason whatsoever. **CESC is not bound to accept the lowest offer.**

- 14) The above details shall be submitted as part of the **Technical Bid in a separate envelope**. The format provided for Technical Bid (Annexure II) shall be filled and enclosed along with Technical Bid. The information provided in this format shall be substantiated with supporting documents which shall be verified by CESC.

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

- I. **EMD:** The Bidder shall furnish EMD for an amount of **Rs. 5 Lakh** (Rupees Five lakh only) favoring "CESC Limited" while participating in the tendering process. The EMD shall be submitted in the form of Demand Draft/ Pay Order drawn in favor of "M/s CESC Limited, payable at Kolkata" and should be **placed in a separate envelope**. Tenders received without EMD will be treated as non-responsive and summarily rejected.  
**Waiver of EMD deposit will not be entertained.**

The submitted DD/amount will be refunded in case the Bidder does not qualify in the Technical and / or Price bid within a period of 7 days. In case the Bidder is awarded the Job Contract and the same is not accepted by the bidder, then this DD/amount will be forfeited. If the bidder is awarded WO and the same is accepted then this DD/amount will be refunded back to the bidder after award of the order and receipt of Security Deposit as mentioned in Clause II below.

- II. **SECURITY DEPOSIT:** For due performance of the contractual obligation, the bidder will have to furnish Bank Guarantee in favor of CESC Limited of **Rs 15 Lakh (Rupees Fifteen lakh)** from any Nationalized Bank or Private Bank within 7 working days after issuance of 'Letter of Intent'. Bank Guarantee from Co-operative Banks will not be accepted. Validity period of the BG should be till **31.08.2023**.

Security Deposit may also be paid by way of DD/Pay-order/Bank Transfer. Bank Transfer should mention "Remittance from ..... towards SD against Letter of Intent no..... Dated .....". Bank account details is provided in Annexure V.

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

If security deposit is not submitted within specified time, then the same shall be deducted from the initial running bills.

#### **E. BID OPENING AND INDEMNITY BOND**

- 1) Bids will be opened at the address mentioned in "General Conditions for submission of Bid" on 31<sup>st</sup> March, 2023 at 04:00 PM in presence of Bidders or authorized representatives of Bidders who wish to attend the opening of Bids. Only one representative per bidder with proper authorization / power of attorney can participate. Bid opening may also be carried out through online platform in view of COVID related restrictions / norms.
- 2) The Price bid shall be opened on the date and time, which will be intimated later on to the technically qualified bidders.
- 3) Indemnity bond has to be submitted by the successful bidder before being awarded the Job Contract.



## F. SCOPE OF WORK

The scope of work shall comprise the following major areas in the activities of Co-ordination, Delivery & Materialization of Coal by the successful Bidder, hereinafter referred to as the "Contractor":

1. Rake offer/ allotment, loading as per advice of CESC from time to time.
2. Coordination with BCCL Area offices, BCCL HQ and Railway authorities for ensuring supply and loading of rakes from loading sidings as per advice of CESC.
3. Arrangement of sufficient number of manpower for supervision to ensure regular dispatches of coal supply as per our requirement.
4. The service provider shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by BCCL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients.
5. The bidder shall ensure, all railway wagons are healthy and are of BOBR/ BOXN type only.
6. **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 **ensure levelling of all wagons for avoiding any occurrence of electric flashover with OHE** during the movement of the rake from Loading siding to MCES. The maximum height from Railway Track surface to top of coal heap in a wagon shall have to be **restricted within 4.10 Meters**.
7. The bidder shall arrange to cover the coal in the rakes with re-usable tarpaulin / plastic cover at the loading end and remove the same at the unloading end, if required, on instruction from CESC Ltd.
8. The bidder shall collect the Coal invoices, RRs and other documents from BCCL immediately and forward the same to our office at Kolkata. Similarly, you will also take up with BCCL for obtaining refund against amounts due to us for various reasons from time to time.
9. Apart from the services indicated above, any other services, as directed by CESC shall be provided by the bidder.
10. Ensuring supply of right quality coal from the respective colliery also forms part of the bidder's responsibility.
11. Generation of e-way bill for inter /intra state coal movement.
12. Apart from the services indicated above, any other services, related to the above work required for the satisfactory execution shall be deemed to be included in the scope of work unless agreed otherwise and as directed by CESC, the Contractor shall have to provide the required services.

## G. Quantity

The quantity of coal to be handled and the sources are shown in the table below:

Item	Siding	No of Rakes
<b>Washed Power Coal from Dahibari Washery at 40% Ash</b>	NLOCP	2



*Note: All computations including incentive / penalties if not specifically stated will be based on the Actual Receipt at Station.*

## H. Commercial conditions

### CHARGES FOR THE SERVICES UNDER SCOPE

#### a) PENALTY FOR QUALITY

Basis Guaranteed Ash% (Equilibrated at 60% RH 40 Deg C)

The penalty for Quality deviation shall be based on the Ash % (Equilibrated at 60% RH and 40 degree C), as applicable for the coal delivered at CESC Plants.

Quality shall be determined as per the undernoted procedure:

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

The penalty shall be calculated as under:

Ash% (Equilibrated basis)	Penalty on handling charges
Ash <= 40%	No penalty
40% < Ash <= 44%	10%
44% < Ash <= 46%	20%
46% < Ash <= 48%	50%
Ash > 48%	80%

Quality penalty shall be for the total supplied quantity on aggregate basis.

#### b) INCENTIVE / PENALTY FOR SHORTAGES ON ACCOUNT OF TRANSIT WEIGHT LOSS

Transit weight loss will be calculated as the **difference between the RR Weight of coal in the rake and the actual receipt weight of coal** as mentioned above on the total supplied quantity.

For shortage **up to 0.3%** - no penalty.

For shortage exceeding 0.3% landed price of coal (including freight, handling charges) for the quantity exceeding 0.3% shall be recovered from the invoiced amount.



Actual receipt weight shall be recorded in the electronic weigh bridges at our generating stations. Weighment at plant weighbridge shall be witnessed and endorsed by Contractor's representative. In case of any disagreement with regard to the plant received weight, Contractor's representative shall immediately note and inform CESC representative. However, in case of dispute, decision of CESC shall be final and binding in this matter. In the event Contractor's representative does not witness the weighment at Plant end, the Plant Received Weight shall be final for all commercial purposes.

**c) PENALTY FOR UNDERLOAD/PENAL OVERLOAD**

The bidder engaged for loading the Railway Wagon shall also ensure that wagons are loaded as per their capacity and no overloading and under loading is done.

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

**Penalty for under loading:**

The Underload figures will be calculated after considering the net underload effect for the billing period after considering both negative and positive values.

**UL Tonne per Consignment** = Aggregate PCC- Station weight, followed by adjustment, if any, provided in the coal invoice.

Penalty for underload shall be calculated on aggregate receipt basis.

Under Load (UL) (T/Rake)	Penalty (on handling charges)
$\leq 80$	Nil
$>80$ to $\leq 120$	10%
$>120$ to $\leq 150$	20%
$>150$	30%

**d) PENALTY FOR DETENTION OF RAKE DURING TRANSIT DUE TO UNDESIRED LOADING PROFILE LEADING TO ELECTRIC FLASHOVER WITH OHE TRACTION**

In the event of an electric flashover and subsequent detention of en-route rake by Railways entailing re-leveling of coal heaps on the infringing wagons of a particular rake, a **penalty of INR 50,000/-** (Fifty Thousand Rupees) per Rake shall be deducted from the Contractor. Furthermore, any punitive charges levied by Railways on CESC, including enroute demurrage charges, if any, for such incidents shall be on account of the Contractor and the same shall be deducted from the Contractor's invoice.

**Note:** Please refer to Pt No 6 under Scope of Work.

**e) PENALTY FOR DEMURRAGE CHARGE AT UNLOADING END DUE TO OVERSIZED/ PHYSICAL COAL QUALITY**

Contractor shall be liable to bear demurrage charge on account of oversized ( $> 250$  mm) coal / stone / boulders, mud, slurry of other foreign materials as reported by Generating Station in case of

repetitive occurrence from a particular source. **Quantum of deduction shall be at the discretion of CESC Official.**

**f) PENALTY FOR DELAY IN DELIVERING OF SICK WAGONS**

Penalty at the rate of **Rs 5.0 /T per day** of coal in the sick wagon/s shall be charged beyond 60 days of the wagon /s being declared sick, for the first 30 days. Beyond that period the penalty shall be **Rs 8 /T per day** of delay.

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

**I. Payment term**

- Payment shall be made based on the **actual receipt weight of coal** as recorded in the electronic weigh bridges at our generating stations.
- Invoices shall be raised on the basis of minutes of the reconciliation meeting with designated official of CESC before its final submission.
- Payment shall be made to the Bidder within 30 days from the day of submission of the bill for the Coordination charges after adjustment of incentive and penalties.
- If the penalty exceeds the remuneration payable under this contract, the same shall be recovered from the Security Deposit.
- Relevant taxes shall be paid extra.





**GENERAL COMMERCIAL TERMS & CONDITIONS FOR  
TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805**

**1. GOVERNING LAW AND JURISDICTION**

The Contract will be governed, construed and interpreted in accordance with the Laws of India. The Courts at Kolkata shall have the exclusive jurisdiction in respect of all matters, disputes etc. pertaining to this Contract

**2. FIRM PRICES**

Contract prices shall remain firm throughout the Contract period and no price revision shall be admissible except for on account of variation in statutory taxes and duties

**3. TAXES AND DUTIES**

- a) Any statutory variation in the existing taxes and duties which are clearly indicated in price break up will only be taken into account with proper documentary evidence only. Any new tax and duties levied post-date of Contract will only be taken into account with proper documentary evidence
- b) For any such variation in taxes and duties as enumerated above, it may be noted that income tax and corporate tax are not included
- c) Applicable income tax / withholding tax shall be deducted while making payment and necessary certificate as per government regulation shall be issued in due course of time (as and if applicable)

**4. ASSIGNMENT AND SUBLETTING OF CONTRACT**

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

**5. INDEMNIFICATION**

Service provider shall indemnify, defend and hold harmless Owner and all of their directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, liability, loss or expense arising:

- a) By reason of Service provider's and / or its Sub-Service provider's (or their Directors, employees etc.) failure to comply with any law, ordinance, regulation, rule or order, or with the Contract. This includes, but is not limited to, fines or penalties by government authorities and claims arising from Service provider's / Sub-Service provider's failure to pay taxes, wages and alike
- b) Owner shall be entitled to retain from payments otherwise due to Service provider such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Service provider's indemnity obligations under this Clause, until such claims suits or liens have been settled and satisfactory evidence to that effect has been furnished to Owner

**6. TERMINATION**

At any point of time:

- a) CESC Ltd reserves the right to terminate the Contract (without cause and liability) by giving 30 days' notice to Service provider without assigning any reason whatsoever.



- b) Upon the occurrence of Service provider's Default as defined hereunder, CESC Ltd. may terminate the agreement with or without serving a notice (depending upon severity of default) to the Service provider
- c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Service provider at the time of or as a result of such termination.
- d) In no event (termination due to or not due to default of Service provider) shall Service provider be entitled to any prospective profits or any damages.

**Service provider's Default:**

- i. Service provider has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract
- ii. Any representation by the Service provider is found to be false or misleading
- iii. Service provider engaging or knowingly has allowed any of its employees to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Contract
- iv. Service provider has been adjudged as bankrupt or become insolvent, or resolution for voluntary winding up has been passed by the shareholders of the Service provider

## **7. RISK PURCHASE**

In case of default or failure by Service provider to carry out any work, provide deliverables as required despite follow up by CESC Ltd, the Company may employ and pay other persons or agencies to carry out the so referred works and all actual additional costs (over and above the agreed Order issued to Service provider) which CESC will incur / will have to incur in order to get the job executed plus 20% of the additional cost of referred works towards CESC's administrative charges and expenses thereof, consequent thereon and incidental thereto shall be to the account of Service provider and such costs and expenses etc. shall be recovered from Service provider's due payments / outstanding etc. In case of any shortage after recovering from the pending payments, etc., Service provider shall arrange to refund such amount (as advised by CESC Ltd) within 15 days of such advise failing which such amount shall attract interest penalty @ 18% per annum in addition to other action as deemed fit by CESC Ltd.

## **8. NOTICES**

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

- a) Certified mail with return receipt or by an international courier (with confirmation copy by couriers). Notice shall be deemed given when received; or
- b) By facsimile transmission. Any notice sent by facsimile transmission shall be deemed to have been served at the time of receipt. A positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary;  
or
- c) By hand delivery with written acknowledgement and such notices shall be addressed to the person as communicated during placing the Work Order.  
or
- d) to such other address as either Party may from time to time specify in writing to the other Party.

Any notice shall be effective only upon delivery

## **9. DISPUTE RESOLUTION & ARBITRATION**

- a) If any questions, disputes or differences of any kind whatsoever shall arise between the Owner and the Service provider, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by CESC Ltd who, after being requested to do so, shall give written notice of its decision to the Service provider.



- b) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties
- c) In case of dispute(s) not getting resolved within a period of 45 days from it / them being first referred to CESC Ltd, either Party may require that the matters in dispute be referred to Arbitration and accordingly, such disputes or differences shall be settled by arbitration, under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification, in the manner hereinafter provided. **The venue of arbitration shall be Kolkata, India.**
- d) The arbitration shall be conducted by a sole arbitrator appointed by CESC Ltd.
- e) The decision of the sole arbitrator shall be final and binding upon the Parties. The expense of the arbitration shall be shared equally by both the Parties. The arbitrator may, from time to time, with the consent of both the Parties increase the time for making the award.
- f) During settlement of disputes and arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.
- g) Parties agree that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

#### 10. INSURANCE

- a) Service provider shall take all required insurance including motor vehicle insurance etc. for material, personnel, machinery, equipment (whether or not those are owned by them) etc. deployed for work at his / her own cost. This shall cover workmen compensation as well
- b) It will be the responsibility of the Service provider to maintain all necessary insurance coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of the Contract
- c) The Service provider shall furnish to CESC Ltd with evidence of such insurance(s) with a copy of the issued policy on demand

#### 11. COST RECOVERY

For any cost recovery to be made by CESC Ltd., in case the due payment and / or Bank Guarantees etc. being insufficient, Service provider shall pay the difference to CESC Ltd. within 15 days of such advise by CESC Ltd. failing which CESC Ltd. shall be eligible to take action as deemed fit including charging interest @ 18% per annum for the delayed period

#### 12. COMPLIANCE WITH STATUTORY REGULATIONS ETC.

- 1) The selected Service provider undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract
- 2) The Service provider undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Service provider shall comply with all applicable laws, rules and regulations in force. The Service provider undertakes to obtain such permission/license as may be required under the Central Contract Labor (Regulation and Abolition) Act, 1970 etc. The Service provider undertakes to produce the license/permission etc. so obtained to CESC Ltd or furnish copies thereof as and when required by CESC Ltd. The Service provider also undertakes to keep and get renewed such license, permission etc. from time to time. The Service provider shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- 3) The selected Service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. CESC Ltd, in no way will be responsible for settlement of such issues whatsoever. CESC Ltd shall not be responsible for any damages, losses, Financial or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payments towards any compensation
- 4) In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CESC Ltd is put to any loss/obligation, monetary or otherwise, CESC Ltd will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security



Deposit of the agency, to the extent of the loss or obligation in monetary terms.

- 5) The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed for carrying out the job of CESC Ltd must be provided by the selected agency to CESC Ltd every month along with the claim bill, failing which the claim bill shall not be settled

### 13. FORCE MAJEURE:

“Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances referred to clauses described below that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Purchase order/Contract, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care. Force Majeure includes but not limited to the following events and circumstances to the extent they, or their consequences, satisfy the above requirements

- a) natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemic
- b) acts of any Governmental authority (domestic), including but not limited to war (declared or undeclared), revolution, quarantine, embargoes, licensing control or production or distribution restrictions
- c) sabotage, riots and civil commotion
- d) Nationwide or wide spread strikes or labour disputes extending beyond the project site due to some governmental regulations etc.

The following events are explicitly excluded from Force Majeure Events and are solely the responsibility of the affected party.

- I) Any strike, work to rule action, go-slow or similar labour difficulty which is not specifically, enumerated in the above clauses (a) to (d).
- II) A delay in the performance of the service provider.
- III) Economic hardship.
- IV) Changes in applicable laws.
- V) Force Majeure events which occur outside India and do not directly involve India comprising act of war (whether declared or undeclared), invasion armed conflict or act of foreign enemy blockage, embargo, resolution, riot, insurrection, civil commotion, act of terrorism, or politically motivated sabotage or kidnapping or any event or circumstance of a nature analogous to any of the foregoing.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Service provider/ Owner as the case may be, shall within one week, give notice in writing to the Owner/ Service provider, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

**Burden of Proof:** In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the parties shall submit the dispute to arbitration, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

**Effect of Force Majeure:** Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure, which arise after the Date of Contract

In the event that Force Majeure circumstances continue for a period of more than six (or any other period as Parties may agree) months, both the parties may discuss and mutually agree upon the future course of action, which may include termination of Contract.

**Performance to continue:** Upon the occurrence of any circumstances of any Force Majeure the Service provider shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Service provider shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Service provider shall not take any such steps unless directed so to do by the Engineer.



**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805****TECHNICAL BID**

Technical Bid		
Particulars	Details	Supporting Document Page-No
Consumers worked for ECL / BCCL Rail mode Work (Names):		
Minimum experience of handling 80,000 T / 20 rakes per annum from ECL/ BCCL in Rail mode in any one of the last three (including current FY 2022-23) financial years.	Experience in ECL/BCC Rail Mode (Yes/No):  Consumers worked for (Names): Total QTY-MT/ Rake handled:	
Details of PF Submission	Year :            Amount: Year :            Amount:	
Company's Financial Summary (Amount Rs. in Lakhs):	<div style="display: flex; justify-content: space-around;"> <div><b><u>FY 20-21</u></b></div> <div><b><u>FY 21-22</u></b></div> </div> Turnover:  Profit and Loss:  Gross Profit:  Profit after Taxes:  Net worth:	
Organizational setup, Manpower, Vehicles, Office Address details.	No of Offices: No of Manpower: No. of Vehicles Owned: No. of Vehicles on Lease:	
Affidavit of non- debarring /blacklisting	Provided Yes/No:	
Last two years financials along with balance sheets	Provided Yes/No:	
Remarks if any		
The information provided above shall be supported by documents which shall be enclosed in the Technical Bid- Envelope.		



**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805****Price Bid**

BIDDER NAME:

BIDDER CONTACTS:

Bidders shall have to quote for the overall Co-ordination Charge.

Rate for Co-ordination Charges <b>(in Rs/MT)</b>	
Rate for tarpaulin covering of Rake <b>(in Rs/ wagon)</b> as and when required	

Please mention applicable taxes for all the above rates.

**Declaration:**

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

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

**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805****BIDDER INFORMATION****(TO BE FILLED BY THE BIDDER)**

1. Name of the company
2. Status of the company (Please tick the appropriate box)

- |      |  |          |
|------|--|----------|
| 2.1  | Proprietary Firm   | (      ) |
| 2.2  | Partnership Firm   | (      ) |
| 2.3  | Private Limited Company                                    | (      ) |
| 2.4  | Public Limited Company                                     | (      ) |
| 2.5  | Co-operative Society                                       | (      ) |
| 2.6  | Public Undertaking   | (      ) |
| 2.7  | Any Other (Please Specify)                                 | (      ) |
| 2.8  | Date of Establishment                                      |          |
| 2.9  | Firm is registered under (Please tick the appropriate box) |          |
|      | ➤ Partnership act  | (      ) |
|      | ➤ Any other authority (Please specify)                     | (      ) |
| 2.10 | Registration Details                                       |          |
| 2.11 | Registration No. and date                                  | (      ) |
|      | (Kindly attach a photocopy of registration certificate)    |          |
| 2.12 | Membership to any body                                     | (      ) |
| 2.13 | Any other Statutory Registration                           | (      ) |
| 2.14 | Registration details with taxation authorities             |          |
| 2.15 | Permanent Income Tax A/c No.                               |          |
| 2.16 | GST No.  |          |

3.1 Employee's Provident Fund Code No. :

3.2 Employee's State Insurance Code No. :

4. Communications Details

4.1 Address for Registered office

4.2 Address for Branch Office



- 4.3 Address for Works / Factory
- a)
- b)
- 4.4 Items Manufactured / Services Offered
5. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID's.
6. Name of Bankers
7. Also enclose appropriate certificate from ISO and other certification agencies:
8. Name of Bankers:
9. List of two 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.)
10. Turnover, profit and other key financial parameters in last three years: (Please attach copies of respective Balance sheets.)
11. Whether Company has faced (in past or present) any judicial enquiry, legal conflict, decree, notice by court (Please attach extra sheets if requires.)

(Signature of the applicant with stamp)

Place

Designation

Date





**TENDER NO. : CESC: CM: BCCL SPOT 15.03.23: 5805****BANK ACCOUNT DETAILS**

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

