

CM: 5715

Dated: 7th February, 2023

NOTICE INVITING TENDER ('NIT')

**SUPERVISION OF LOADING OF SPOT E-AUCTION DT 03.02.2023
COAL RAKES FROM BONJEMEHARI SIDING OF ECL TO BUDGE BUDGE GENERATING
STATION (MCES) OF CESC LIMITED.**

TENDER NO. : CESC: CM: ECL SPOT 2022-23: 5715

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 03.02.2023 from ECL's Bonjemehari siding to Budge Budge Generating Station (BBGS) 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 14th February, 2023 by 12:00 Hrs.

Thanking You,

Yours Faithfully,

For CESC Limited



**Dy General Manager
(Coal Management)**

TENDER NO. : CESC: CM: ECL SPOT 2022-23: 5715

A. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:

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

1. **Sealed** offer, clearly mentioning the Tender Number and Bidder's name and address, to be submitted on or prior to the "Due Date". **Faxed/E-mailed Offers or Bids received after the "Due Date" shall be rejected without further reference.**
2. **Technical bid** and **Commercial Bid** shall be enclosed in two separate closed and sealed envelopes properly marked. These two envelopes shall be enclosed in one covering envelope containing the name of the 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, 14th February, 2023.**
7. **Address of Submission:** Attn: General Manager (Fuel Management), CESC Limited; Majherhat 132/33 KV Substation (3rd Floor); 1, Taratala Road, Kolkata – 700 088.
8. CESC reserves the right to cancel/withdraw/modify this NIT, partially or fully, without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
9. CESC reserves the right to negotiate with selected bidders (selected on the basis of Techno Commercial offer)
10. Any query / clarification regarding this Notice to be addressed to DGM (Coal Management) in the email address subrata.mandal@rpsg.in latest by 15:00 Hrs of 11th February, 2023 beyond which no query /clarification shall be entertained.

B. BIDDERS QUALIFYING CRITERIA (TECHNICAL BID):

1. Only Indian National Companies are allowed to participate in the NIT.
2. MSME norms will not be applicable to the NIT.
3. Only bidders well experienced in similar work shall submit their offers.
4. Joint ventures will not be permitted.



5. The Bidder must have supervised with respect to quantity and quality, Spot E-auction rakes by all Rail mode from sidings of Eastern Coalfields Limited (ECL). RCR mode experience will not be considered. A minimum experience of handling 25 rakes per annum under Spot E-auction Rail mode in any one of the last three financial years (including current FY 2022-23) is mandatory. 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 1st 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, summary of last two years' turnover, P&L, Gross profit & PAT are required to be submitted.
9. The Bidder needs to submit the complete manpower details covering Name, qualification & contact details of deputed persons at Salanpur area, ECL HQ at Asansol, Railway Board- New Delhi, Railway Headquarter / Divisional office of relevant zone/ (s), 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 an 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 2021-22 & 2022-23
 - IV. Valid PF code.
 - V. ESI registration Certificate.
 - VI. Copy of Work order issued from the ordering company confirming to quantity mentioned.
 - VII. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2020-21 & FY 2021-22.
13. CESC reserves the right to cancel any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. 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.

The above details shall be submitted as part of the Technical Bid.

C. CONDITIONAL AND INCOMPLETE TENDER

- i. Conditional and incomplete tenders shall be summarily rejected.
- ii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.
- iii. Bidder must fill/quote for all items mentioned in the technical and price bid format with all cells filled-up must be submitted. Non-submission of this sheet and partial quoting will lead to rejection of the bid.
- iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies, it may be treated as submission of false documents by the bidder and CESC may take decision to ban the bidder in participating in future tenders.
- v. **All the submitted documents will have to be attested by the bidder with official seal of the agency / company.**
- vi. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof.
- vii. Any document required by CESC in addition to the documents submitted by the bidder shall become the property of CESC and CESC shall have no obligation to return the same to the Bidder for any reason whatsoever.

D. EMD AND SECURITY DEPOSIT

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

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

- II. **SECURITY DEPOSIT:** For due performance of the contractual obligation, the bidder will have to furnish Bank Guarantee in favor of CESC Limited for **10% of the order value**



inclusive of all taxes from any Nationalized Bank or Private Bank within 7 working days after issuance of 'Letter of Intent'. Bank Guarantee from Co-operative Banks will not be accepted. Validity period of the BG should be till **31.07.2023**.

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 14th February, 2023 at 03:30 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:

1. Rake offer/ allotment, loading as per advice of CESC from time to time.
2. Coordination with ECL Area offices, ECL 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 bidder shall ensure, all railway wagons are healthy and are of BOBR/ BOXN type only.
5. The bidder shall supervise the loading and ensure proper quantity and quality loading matching with grades declared by ECL and Coal free from Shale/Stone, Big size boulders and other foreign ingredients. **The size of coal loaded on to Rakes should be -100 mm.**
6. **The bidder will be responsible for getting EDRM approval from Railways for placement of Indent and supply of rakes to BBGS.**
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 ECL immediately and forward the same to our office at Kolkata. Similarly, you will also take up with ECL 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. Generation of e-way bill for inter /intra state coal movement.
11. 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	No of Rakes / Quantity (T)
Steam Coal of G6 Grade (-100 mm size) from Bonjemehari siding of ECL (Booked under Spot-auction dt 03.02.2023)	2 / 8000

H. COMMERCIAL CONDITIONS

a) PENALTY FOR QUALITY

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

Quality Commitment is for supply coal in Billing Grade. (For example, for G-6 Grade, the minimum GCV Eq has to be 5,501 Kcal/Kg)

Coal of billed grade has to be guaranteed **for the total supplied quantity.**

- 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 and **these results shall be considered** for ascertainment of service charges for quality.
- iii) Any deviation of coal quality parameter i.e. from analysis report of plant end sample will attract suitable reduction in service charge.
- iv) The Contractor may depute their representative at plant end for witnessing unloading and sample collection/preparation.

Following GCV penalty will be applicable on supervision charge:

Received GCV Eq in Kcal / Kg	Penalty
Greater than or equal to 5501	Nil
Greater than or equal to 4901 but less than 5501	5% of Co-ordination charges



Greater than or equal to 4601 but less than 4901	10% of Co-ordination charges
Greater than or equal to 4301 but less than 4601	15% of Co-ordination charges
Greater than or equal to 4001 but less than 4301	25% of Co-ordination charges
Less than 4001	50% of Co-ordination charges

b) 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 Receipt weight of coal** as mentioned above on supply for the whole quantity.

Table of penalty

SHORTAGE LEVEL	PENALTY (of co-ordination charges)
Shortage $\leq 0.8\%$	Nil
$0.8 < \text{Shortage} \leq 1.6\%$	10%
$1.6 < \text{Shortage} \leq 2.0\%$	20%
$2.0 < \text{Shortage} \leq 2.5\%$	40%
Shortage $> 2.5\%$	50%

Actual receipt weight shall be recorded in the electronic weigh bridges at our generating stations.

If the Weigh Bridge at Generating Station is out of order, then the RR weight shall be considered.

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

Idle freight caused due to underload (UL) and Penal freight (POL) caused due to overload in each rake shall be strictly monitored.

Penalty for under loading: Any idle freight due to under loading of wagons incurred by CESC, if any, shall be shared between CESC and the concerned agency / bidder on **equal sharing basis**. The determination of idle freight will be as follows on rake-to-rake basis.

IDLE FREIGHT (in Rs) = Freight payable per ton as per RR*[(Chargeable Wt. + Penal Over Load Wt) – (Actual Wt. + Under loading wt. refund from Coal Company)].

Such deduction will be made after receiving the Coal Bill.

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

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



The bidder 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. **Demurrage charge of Rs 175/ wagon/ Hr** shall be deducted from the invoice of the bidder as per report of the Generating Station.

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 Station.
- 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.
- Relevant taxes shall be paid extra.



**GENERAL COMMERCIAL TERMS & CONDITIONS FOR
TENDER NO. : CESC: CM: ECL SPOT 2022-23: 5715**

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) Bidder shall not sublet this Contract wholly or in part, without first obtaining the written consent of CESC Ltd. Such subletting shall not relieve the Bidder from any obligation, duty or responsibility under the Contract and the Bidder shall be and shall remain exclusively responsible to CESC Ltd with full responsibility on Bidder for all acts, omissions and defaults of the Sub-Bidder(s) / sub-vendors

5. INDEMNIFICATION

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

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 Bidder without assigning any reason whatsoever.
- b) Upon the occurrence of 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 Bidder
- c) Upon the Termination Date, the Contract shall be terminated, except for the obligations or duties that are owed by the Bidder at the time of or as a result of such termination.
- d) In no event (termination due to or not due to default of Bidder) shall Bidder be entitled to any prospective profits or any damages.



Bidder's Default:

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

7. RISK PURCHASE

In case of default or failure by Bidder 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 Bidder) 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 Bidder and such costs and expenses etc. shall be recovered from Bidder's due payments / outstanding etc. In case of any shortage after recovering from the pending payments, etc., Bidder 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 Bidder, 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 Bidder.
- 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) Bidder 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 Bidder 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 Bidder 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, Bidder 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 Bidder undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract
- 2) The Bidder 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 Bidder shall comply with all applicable laws, rules and regulations in force. The Bidder undertakes to obtain such permission/license as may be required under the Central Contract Labor (Regulation and Abolition) Act, 1970 etc. The Bidder undertakes to produce the license/permission etc. so obtained to CESC Ltd or furnish copies thereof as and when required by CESC Ltd. The Bidder also undertakes to keep and get renewed such license, permission etc. from time to time. The Bidder shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- 3) The selected Bidder 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 bidder 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 on 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 bidder.
- 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 Bidder/ Owner as the case may be, shall within one week, give notice in writing to the Owner/ Bidder, 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 Bidder shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Bidder 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 Bidder shall not take any such steps unless directed so to do by the Engineer.



TENDER NO. : CESC: CM: ECL SPOT 2022-23: 5715
TECHNICAL BID

Particulars	Details																		
Minimum experience of handling Spot E-auction coal of 25 rakes/ annum from ECL in all Rail mode mode in any one of the last three (including current FY 2022-23) financial years.	Experience in ECL Rail Mode (Yes/No): Mines Handled (Names): Siding Handled (Names): Consumers worked for (Names): Total QTY-MT handled:																		
Details of PF Submission	Year : Amount: Year : Amount:																		
Organizational setup, Manpower, Vehicles, Office Address details.	No of Offices: No of Manpower: No. of Vehicles Owned: No. of Vehicles on Lease:																		
Affidavit from 1 st Class Judicial Magistrate reg. non- blacklisting	Provided Yes/No:																		
Last two years financials along with balance sheets	Provided Yes/No:																		
Company's Financial Summary (Amount Rs. in Lakhs):	<table border="0"> <thead> <tr> <th></th><th><u>FY 20-21</u></th><th><u>FY 21-22</u></th></tr> </thead> <tbody> <tr> <td>Turnover:</td><td></td><td></td></tr> <tr> <td>Profit and Loss:</td><td></td><td></td></tr> <tr> <td>Gross Profit:</td><td></td><td></td></tr> <tr> <td>Profit after Taxes:</td><td></td><td></td></tr> <tr> <td>Net worth:</td><td></td><td></td></tr> </tbody> </table>		<u>FY 20-21</u>	<u>FY 21-22</u>	Turnover:			Profit and Loss:			Gross Profit:			Profit after Taxes:			Net worth:		
	<u>FY 20-21</u>	<u>FY 21-22</u>																	
Turnover:																			
Profit and Loss:																			
Gross Profit:																			
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Net worth:																			
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: ECL SPOT 2022-23: 5715**Price Bid**

BIDDER NAME:

BIDDER CONTACTS:

Rate for Co-ordination Charges (in Rs/MT)	
Rate for tarpaulin covering of Rake (in Rs/ Wagon) 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: ECL SPOT 2022-23: 5715**BIDDER INFORMATION****(TO BE FILLED BY THE BIDDER)**

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

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

3.1 Employee's Provident Fund Code No. :

3.2 Employee's State Insurance Code No. :

4. Communications Details

4.1 Address for Registered office

4.2 Address for Branch Office



- 4.3 Address for Works / Factory
- a)
- b)
- 4.4 Items Manufactured / Services Offered
5. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID's.
6. Name of Bankers
7. Also enclose appropriate certificate from ISO and other certification agencies:
8. List of five reputed clients with full address, Fax No, E-Mail ID and names of contact persons with whom registered as approved vendor. (Enclose latest order copies from them.)
9. Turnover, profit and other key financial parameters, **including net worth** in last 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 Supervision of rake loading of Spot E-auction coal in all Rail mode originating from ECL during the last 3 FYs.
12. PLEASE SUBMIT proof of your infrastructure facilities

(Signature of the applicant with stamp)

Place

Designation

Date



TENDER NO. : CESC: CM: ECL SPOT 2022-23: 5715

BANK ACCOUNT DETAILS

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

