

Haldia Energy Limited (HEL)

A subsidiary of CESC Limited

RFQ NO. : HEL: HO: COAL: 1149

Dated: 11th December 2016

Subject: Request for Quotation (RFQ) for supply of 10-rakes of coal on FOR (Rail) basis to Haldia Energy Limited Plant.

Dear Sir,

We invite offer in the prescribed price bid format for supply of 10-rakes coal on FOR basis to Haldia Energy Limited Plant.

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

You are requested to submit the offer by 16.00 Hours of 13th December 2016.

Thanking You

Yours Faithfully

For Haldia Energy Limited.



Authorized Signatory

Vernon Morais M.X
(Vice President- Fuel Management)

1.0 INTRODUCTION:

Haldia Energy Limited (HEL), a subsidiary of CESC Limited, having capacity 600 MW (2x300 MW) coal based power project in Baneswar Chak, Haldia, East Medinipur district, West-Bengal.

HEL is now inviting offers from the prospective bidders for supply of 10-rakes of coal on FOR basis to Haldia Energy Limited Plant at Haldia.

2.0 QUALIFYING CRITERIA FOR THE BIDDERS:

- a) Only bidders well experienced in similar work shall submit their offers. The bidders shall submit along with their bid their experience list in similar supplies. The bidders shall clearly mention in their bid the quantity of coal supplied by them previously.
- b) Bidder should have healthy financial condition to support smooth services.

As mentioned in this document, Suppliers are required to adhere to the instructions and guidelines. Any query on the document should be received within one (1) day of receipt of the document.

3.0 BID SUBMISSION:

- 3.1** The bidder shall submit the bid in two parts viz Part I: Non-Financial bid and Part II: Financial bid in sealed envelope on below given address:
Vernon Morais M.X,
V.P- Fuel Management.
Haldia Energy Ltd.
1st Floor, CESC House, Chowringhee Square
Kolkata- 700001
- 3.2** The bids should reach us by 16.00 hrs of 13th December 2016.
- 3.3** The bids are to be submitted in a single closed envelope containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid).
- 3.4** Non-Financial bid should contain covering letter for unconditional acceptance to the "RFQ Document" and documentary evidence in support of bidder's experience.
- 3.5** Financial bid should contain financial bid in the given format.

4.0 TERMS OF THE AGREEMENT

The Agreement shall commence on the "Effective date" and continue in effect until the end of the agreement, unless it is terminated earlier in accordance with the provisions of the Agreement. The Term may be extended on terms mutually agreed by the Parties and consistent with the Agreement.

5.0 COMMENCEMENT OF SUPPLY

The Supplier shall perform the services for a period starting upon the Effective Date.

6.0 SOURCE OF SUPPLY:

It shall be your sole responsibility to supply coal only from lawful sources without contravening the provisions under applicable laws and extant Government policy. In the event of any contravention or violation, you shall be fully liable for any damage, financial or otherwise and HEL shall in no case be implicated.

7.0 SCOPE OF WORK:

- i) Supply of 10-rakes of coal as per given specifications.
- ii) You shall be responsible for indenting, timely placement, dispatch & delivery of railway rakes to HEL, such that desired delivery schedule is maintained.
- iii) Any & all other related services, unless specifically excluded & mentioned, and which may require to be carried out for successful performance, shall be deemed to be your responsibility.

8.0 SPECIFICATION OF COAL & DELIVERY SCHEDULE:

S.No.	Description	Unit	Acceptable Range
1	Total Moisture	ARB	12 %
2	GCV	Kcal/kg (ARB)	3100 & above
3	Size	mm	0-100
4	VM	ADB	> 18 %
Ordered quantity shall be delivered at HEL plant site between 15th to 25th December 2016			

9.0 QUALITY ANALYSIS:

- i) A mutually acceptable independent inspection agency (IIA) shall be appointed by HEL for sampling & analysis.
- ii) Sampling shall be done at HEL Plant end from each rake.
- iii) Analysis shall be done at IIA's NABL accredited laboratory.
- iv) Two samples shall be prepared i.e. one for analysis and another will be referee sample which shall be retained by IIA for a period of 30 days from the date of sampling and may be used for re-analysis in the event of any dispute with regards to quality. However TM shall always be as initially reported and cannot be challenged.
- v) Cost for such re-analysis shall be borne entirely by the party raising the dispute.

10.0 RECEIPT WEIGHT:

Receipt weight at plant end shall be subject to adjustment in the event of higher than guaranteed TM as per below formula:

$$\text{Receipt Weight} = \text{Recorded Weight} - (\text{Recorded Weight} \times (\text{TMp} - \text{TMg})/100)$$

Where, "TMg" means Guaranteed TM and "TMp" means plant end TM as per analysis report.

11.0 BONUS/PENALTY:

For GCV received below guaranteed GCV pro-rate penalty on landed cost of coal at HEL will be applicable.

12.0 PAYMENT:

100% payment will be made within 15 days after completion of supply of total quantity of material as said in scope of work and acceptance & certification of same from the site.

13.0 OFFLOADING OF JOB:

In case, it is observed during the tenure of contract that the supplier is not capable or not in a position to complete the job either partly or as a whole, HEL reserves the right to offload the same and get it done through other agencies at the cost and risk of the supplier.

14.0 INDEMNITY:

The Supplier assumes responsibility for and shall indemnify and save harmless HEL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Supplier's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Supplier in connection with performance of the Scope of this Contract. Supplier to take sole control of the defence of such claims. The Supplier shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify HEL. HEL shall not in any way be responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Supplier under this Contract.

15.0 SETTLEMENT OF DISPUTES:

The Contract shall in all respects be construed and carried into effect and rights and liabilities of the Parties hereto shall be regulated according to the laws of India.

15.1 MUTUAL SETTLEMENT OF DISPUTES:

Except where otherwise provided for in the Contract, other than excepted matters all questions and dispute relating to any matter directly or indirectly connected with this Contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the Parties.

15.2 ARBITRATION:

In the event, the dispute cannot be settled amicably, the same shall be resolved through the provisions contained in the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof and the rules made there under for the time being in force. The arbitration award shall be final and binding for the Parties without appeal and shall be in writing and set forth the findings of fact and conclusion of law. The number of arbitrators shall be three, with each side of the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as chairman of the proceeding. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The venue of arbitration shall be at Kolkata only and jurisdiction for any proceedings arising out of or concerning or connected with such arbitration shall be of appropriate court at Kolkata under the jurisdiction of Kolkata High Court. For all disputes, appropriate court at Kolkata under the jurisdiction of Kolkata High Court alone shall have exclusive jurisdiction in all matters arising under this Contract.

16.0 TERMINATION:

The HEL on its discretion, reserves the right to terminate the Contract either in part or in full. HEL shall in such an event give one week notice in writing to the Supplier of his decision to do so.

17.0 **PRICE BID FORMAT (Financial Bid):**

(All rates in Rs/MT)

Particulars	Details
Source of Coal (Mines & Coal Fields)	
Railway good shed for Loading of Rakes (Name with Siding Code)	
Distance from Railway good shed to HEL Plant (HEBS)	
Railway Freight to HEL Plant (Siding Code:HEBS)	
Guaranteed GCV ARB- (Kcal/Kg.)	
VM-ADB (%)	
FOR Price (Rs/MT)	
Note: Quote FOR price inclusive of Coal Cost, Freight, Associate Services, Applicable Taxes etc.	

BIDDER INFORMATION
(Non Financial Bid)

(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)
 - 2.10 Partnership act ()
 - 2.11 Any other authority (Please specify) ()
 - 2.12 Registration Details
 - 2.13 Registration No. and date ()
(Kindly attach a photocopy of registration certificate)
 - 2.14 Membership to any body ()
 - 2.15 Any other Statutory Registration ()
 - 2.16 Registration details with taxation authorities
 - 2.17 Permanent Income Tax A/c No.
 - 2.18 Service Tax Registration No.
 - 2.19 Central Sales Tax No.

2.20 Whether Excise Duty applicable:
YES () NO ()

3 Employee's Provident Fund Code No. ()

3.1 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 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.)

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.)

17. PLEASE SUBMIT PHOTO COPY OF MAJOR CONTRACTS ALREADY EXECUTED BY YOU DURING LAST 3 YEARS.

(Signature of the applicant with stamp)

Place

Designation

Date