

# **DB POWER LIMITED**



**2X600 MW COAL BASED SUPER THERMAL POWER  
PROJECT AT VILLAGE- BARADARHA, TEHSIL- DABHRA,  
DISTRICT- JANJGIR-CHAMPA, CHHATTISGARH (INDIA).**

**BID DOCUMENT**

**FOR**

**SUPPLY OF 50,000 MT OF DOMESTIC WASHED COAL  
WITHIN A PERIOD OF ONE MONTH TO 2X600MW THERMAL  
POWER PROJECT OF DB POWER LTD AT VILLAGE-  
BARADARHA, DIST – JANJGIR CHAMPA, CHHATTISGARH**

## **SECTION – II**

**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

**DATED: 10<sup>th</sup> JULY, 2013.**

# **DB POWER LIMITED**

## **SECTION – II**

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**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

# **DB POWER LIMITED**

## **SECTION – II**

### **PART – A**

#### **NOTICE INVITING TENDER (NIT)**

**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

# **DB POWER LIMITED**



**2X600 MW COAL BASED SUPER THERMAL POWER PROJECT  
AT VILLAGE- BARADARHA, TEHSIL- DABHRA, DISTRICT-  
JANJGIR-CHAMPA, CHHATTISGARH (INDIA).**

**NOTICE INVITING TENDER (NIT)**

**FOR**

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BARADARHA, DIST – JANJGIR CHAMPA, CHHATTISGARH**

**SECTION – II  
PART -A**

**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

<b>Notice Inviting Tender (NIT)</b>	 <b>DB POWER LIMITED</b>	<b>Specification No.</b>
		<b>DBPL-CG-2x600 MW-DOMESTIC COAL-01</b>

## **1.0 INVITATION FOR BIDS (IFB)**

- 1.1 Tenders are invited on behalf of DB POWER LIMITED (**DBPL**) in two parts (i) Techno-commercial offer and (ii) Price offer, for the Supply of 50,000 MT of domestic washed coal within a period of one month to 2x600MW Thermal Power Project of DB Power Ltd, at Village – Baradarha, District – Janjgir-Champa, Chhattisgarh.
- 1.2 The information contained herein or subsequently provided to bidder(s), whether verbally or in documentary or any other form by DBPL, is provided to bidder(s) on the terms and conditions set out herein and such other terms and conditions subject to which such information is provided. This IFB is neither an agreement nor an offer but an invitation by DBPL to the prospective bidder(s) to submit their techno-commercial bid in accordance with the terms and conditions set forth herein. The purpose of this IFB is to provide interested parties with information that may be useful to them in making their bids pursuant to this IFB. This IFB includes statements, which reflect various assumptions and assessments arrived at by DBPL in relation to the job. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Information provided in this IFB to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DBPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.3 The bidder shall keep confidential and shall cause their respective affiliates, directors, representatives, employees and agents, as the case may be, to keep confidential all the information disclosed in relation to this IFB to such bidder by DBPL.
- 1.4 The successful bidder shall be required to enter into an agreement with DBPL (the “**Agreement**” or the “**Contract**”), upon the award, as may be specified by DBPL. Such Agreement shall be on the basis of this IFB, the bid of the bidder, the Letter of Intent (LOI), the Letter of Award (LOA) and such other terms and conditions as may be determined by DBPL to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid and the acceptance thereof.

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## **2.0 INTRODUCTION**

- 2.1 **DBPL** is a company promoted by **Bhaskar Group** which is planning to set up power projects at strategic locations across India. DBPL is currently setting up coal-based power plants in the states of Chhattisgarh and Madhya Pradesh. Over the next 3-5 years (by 2018), DBPL is committed to set up facilities to generate around 6400 MW of power, coal-based. The expansion will be fuelled by setting up green field projects as well as by acquisition of existing power plants.
- 2.2 Construction work at a 1200 MW thermal power project in Chhattisgarh (the “**Chhattisgarh Plant**”) is in full swing, and is expected to get commissioned in Financial year 2013-14. The project site for the Chhattisgarh Plant is located in village Baradarha in Tehsil Dabhra of District Janjgir-Champa, Chhattisgarh (the “**Site**”). The nearest town to the Chhattisgarh Plant is Raigarh at 30 kms and the nearest railway station is Robertson at 17 kms.

## **3.0 SCOPE OF SERVICES**

- 3.1 Supply of 50,000 MT (+/- 1%) of domestic washed coal of following type with guaranteed GCV of as indicated below on FOR plant basis (hereinafter referred as “Contracted Coal”) to 2x600MW Thermal Power Project of DB Power Ltd, at Village – Baradarha, District – Janjgir-Champa, Chhattisgarh.
- i. Coal of GCV 3700 Kcal/kg (ARB basis) +/- 200 Kcal/kg
  - ii. 4200 Kcal/kg (ARB basis) +/- 200 Kcal/Kg
- 3.2 The scope of the Supplier shall include the following:
- 3.2.1 Deliver the Contracted Coal at DBPL site at designated stock yard.
  - 3.2.2 Arrange for adequate number of 25 tons, 18 wheeled/22 wheeled trip trailers with mechanical unloading arrangement and skilled manpower (for supervision) to ensure regular and smooth dispatches at DBPL site. All the trip trailers being used in coal supply must be in good condition with all permits & insurance. The drivers should have valid driving licence. During transit, if any truck is detained by the officials/finance companies/any other legal agency, for none of DBPL’s fault, Supplier will be held responsible for safe delivery of the material.
  - 3.2.3 To ensure that the coal is loaded to the capacity of dumpers/tippers as per the prevailing norms to avoid overloading/under loading. If any fine/penalty is

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imposed by any statutory authority due to violation of such norms, the same will be realized from the Supplier/borne by the Supplier.

- 3.2.4 Payment of toll/road tax etc., during transportation (if any).
- 3.2.5 DBPL will not be held responsible for any kind of untoward incidents during transit.
- 3.2.6 Supply and unload the coal at the designated area at the DBPL premises under DBPL personnel's guidance and instruction.
- 3.2.7 Vehicles engaged for coal transportation will not be accepted for entry at the Unloading Yard of the DBPL Power Plant without appropriate challan issued by the party/concerned transporter.
- 3.2.8 Be solely responsible for the delivery of the contracted quantity at DBPL site.
- 3.2.9 Supervise the unloading of coal round the clock at DBPL site and ensure proper quantity and quality, matching with the coal specifications mentioned herein below at Clause 6.0 and shall ensure that the coal shall be free from shale / stone, big size boulders and any other foreign materials.
- 3.2.10 Be solely responsible for environmentally safe transportation of Coal to DBPL site by ensuring the trucks are covered properly with tarpaulin.
- 3.2.11 Submission of the copy of PAN card, Labour License etc., as required.
- 3.2.12 Be solely responsible for proper conduct of personnel deployed by him.
- 3.2.13 If any local problem arises during loading and/or transportation of coal, the Supplier shall take necessary steps to handle and solve the problem on his own accord, so that the required amount of coal supply to DBPL is not affected. DBPL will not bear any cost incurred by the Supplier, if any, towards mitigation of the issue.
- 3.2.14 Compliance of statutory formalities with the local bodies and government agencies etc.,
- 3.2.15 Maintaining cordial relations with various government agencies, local bodies and residents for smooth operations.

#### **4.0 QUANTITY AND DELIVERY SCHEDULE**

- 4.1 50,000 MT (+/- 1%) coal shall be supplied within 30 days from the date of the Order.
- 4.2 Minimum 1675 MT per day (24 hour period from 6 AM to next day 6 AM) shall be supplied at the DBPL site. Daily shortfall quantity, if any, to be made up within the same week.

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## **5.0 WEIGHMENT**

- 5.1 For supply of coal through road, the weighment done at weighbridge at DBPL site/ any other weighbridge designated by DBPL shall be final and binding for billing and payment purpose.
- 5.2 The weighment of loaded and empty trip trailers with mechanical unloading arrangements on the power plant side weighbridge or any other weighbridge assigned by DBPL to record the net weight of coal received, shall be final and binding for the purpose of weighment and payments.
- 5.3 No dispute in this regard shall be entertained. Any non-compliance in this regard, shall entitle DBPL to terminate the Order at its sole discretion by giving a Written Notice to the Supplier. If such a situation arises, the Supplier shall stop the supplies of coal within 24 hours from the time of receiving such Written notice.

## **6.0 QUALITY**

- 6.1 The coal supplied hereunder by the Supplier shall be substantially free from impurities and foreign material including, but not limited to slate, shale, soil, rock, wood, tramp metal and mine debris or hazardous material.
- 6.2 Supplier shall ensure for supply of coal having the quality parameters as mentioned in the table below:

<b>Description</b>	<b>Basis</b>	<b>Guaranteed Value</b>
Gross Calorific Value (GCV)	ARB	(i) 3700 +/- 200 Kcal/kg (ii) 4200 +/- 200 Kcal/kg
Total Moisture	ARB	Less than 11% (+/- 1%)
Volatile Matter	ARB	20 – 22%
Ash	ARB	(i) Less than 35 % for GCV 3700 Kcal/kg (ii) Less than 30 % for GCV 4200 Kcal/kg
Sulphur	ARB	Less than 0.5%
Hardgrove Grindability Index (HGI)		55 – 60%
Ash Fusion Temperature		More than 1400°C
Size		0-50 mm (+ 10%)
Fines		Fines of size 0-1mm shall be limited to maximum 5%.



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## **7.0 RIGHT TO REJECT**

### **7.1 Based on Visual Inspection:**

7.1.1 Once the trip trailers reaches the DBPL premises, a Quality person will inspect coal before unloading from the trip trailers. The Supplier shall not unload coal, in case the Quality person after Visual inspection claims either of the instances mentioned below:

- i. Material loaded on the trip trailer has excess stones,
- ii. Material loaded on the trip trailer has excess fines beyond 5%,
- iii. Material loaded on the trip trailer has oversize material,
- iv. Material loaded on the trip trailer has excess total moisture,
- v. Material loaded on the trip trailer has foreign materials,
- vi. material loaded has GCV(ARB) less than acceptable limit of GCV based on coal sample analysis report submitted by supplier for each consignment

7.1.2 If the Quality person after Visual Inspection claims any of the above mentioned instances, the Supplier shall take back the trip trailer immediately out of the DBPL premises. No dispute in this regard shall be entertained. Any non-compliance of this clause shall entitle DBPL to terminate the Order at its discretion by giving a Written Notice to the Supplier. If such a situation arises the Supplier shall stop the coal supplies within 24 hours from the time of receiving such Written Notice.

### **7.2 Based on Sampling Analysis:**

7.2.1 Once the sampling results are declared as per clause 8.0, DBPL reserves the right to reject the coal in case;

- i. GCV (ARB) is less than 3500/ 4000 Kcal/kg respectively for type (i) & type (ii) over the billing period, as mentioned in Clause 9.2.
- ii. Sulphur (ARB) exceeds 0.5% on daily basis.

7.2.2 Size is more than 55mm on daily basis.

7.2.3 To clarify, based on daily analysis report, the quality will be ascertained as per the sampling analysis as mentioned in Clause 8.0. If found not suitable in terms of sulphur and size, the cargo received during the entire day will be rejected at the discretion of DBPL. For GCV (ARB), rejection will be based on weighted average calculated over the entire billing period as mentioned in Clause 9.2 and if the GCV (ARB) is below 3500 Kcal/kg or 4000 Kcal/ Kg respectively for the entire billing period, rate applicable will be as per Clause 9.1 mentioned herein below.

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7.2.4 In case the GCV (ARB) for coal received at site is found to be less than 3500/4000 kcal/kg respectively in such a scenario, coal will be returned back to the Supplier.

7.2.5 DBPL may provide for any other recourse which will be binding to the Supplier, in case DBPL is not rejecting the cargo even when DBPL has a right to reject the cargo based on this clause 7 .

7.2.6 In case the Supplier is not agreeable to the alternative recourse as referred to in Clause 7.2.4 above, such non-compliance shall entitle DBPL to return the consignment and terminate the Order at its discretion by giving a Written Notice to the Supplier. If such a situation arises the Supplier shall stop the coal supplies within 24 hours from receiving the Written Notice.

## **8.0 SAMPLING ANALYSIS**

8.1 For the quality of coal, sampling at DBPL by DBPL personnel/any other agency designated by DBPL and analysis at DBPL lab/ any other lab designated by DBPL shall be final and binding.

8.2 The Supplier will be allowed to witness the collection of samples; however in no case the Supplier will be allowed to witness sample preparation and sample testing.

8.3 The material received during the day shall be taken for sampling on truck wise basis which will be collected in designated sampling storage drums/container/bags and the samples should be collected as per IS procedures.

8.4 The material collected in sample storage drum/container at the end of every day will be taken up for preparation of samples in terms of IS procedures and the result for the Day so available for composite sample collected for a day will be applied to all the material received on that day. Three samples will be prepared one for testing and other two will be referee samples.

8.5 Two referee samples will be prepared and kept at the plant site; these two referee samples will be designated as "First Referee Sample" and "Second Referee Sample". "First Referee Sample" will be tested at DBPL lab only in case of any discrepancy. "Second Referee Sample" shall be kept at the plant site and shall be sent to 3<sup>rd</sup> party analysis if required or if demanded by the Supplier, only in case the results for "First Referee Sample" are not acceptable to the Supplier. The 3<sup>rd</sup> party for testing the "Second Referee Sample" will be as mutually agreed upon. Results declared by 3<sup>rd</sup> party shall be final and binding on both, the Supplier and DBPL. The cost of sampling for the "Second Referee Sample" will be borne by the Supplier in case referee sample analysis is required to be done at the request of the Supplier. Referee sample will in no case be handed over to the Supplier. The referee samples will be maintained for a period of 30 days only.

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## **9.0 COMMERCIAL TERMS AND CONDITIONS**

Following shall be the commercial terms and conditions that shall be applicable during the contract period.

### **9.1 Rate:**

- a. Rate per MT on FOR basis at DBPL site shall be applicable given in Part B of Section II. The rate is inclusive of cost of coal, commercial & any other taxes (such as VAT or CST if applicable, service tax on transportation, entry tax, TCS etc), govt. Levies, duties, statutory charges, transportation charges, en-route expenses, equipment hiring charges, demurrage, labour charges, handling charges, clearing & forwarding charges, incidental expenses etc.
- b. No price escalation whatsoever shall be allowed on any ground, including among others, increase in the cost of coal, petrol & diesel charges, transportation charges, labour charges, handling charges or any increase in taxes, duties or government levies etc.
- c. The rates as provided shall apply for all weather conditions.
- d. The rates quoted shall be valid for the entire quantity of the contract/ any part quantity.
- e. Quality analysis shall be carried out on daily receipt basis. The weighted average GCV for entire quantity supplied during the billing period as mentioned in Clause 9.2 shall be taken for calculation of rate.

The supply of coal to DBPL site shall only be done only by using Tippers as indicated at cl.- 3.2.2. No other trucks shall be allowed for the purpose.

### **9.2 Billing:**

- a. Supplier shall submit 15 days bill for the average rate arrived based on lab analysis report for GCV (ARB) along with all necessary documents to DBPL site. Based on coal supplies for 15 days, a calculation sheet will be sent to the Supplier, calculation sheet will show amount payable to the Supplier after adjusting for total moisture normalization, unloading charges if any, short delivery if any and 3<sup>rd</sup> party sampling expenses, if any applicable as per Clause 8.5. Commercial invoice to be prepared by the Supplier shall be based on this calculation sheet and the payable value as per commercial invoice should match the value as arrived in this calculation sheet.
- b. The Supplier shall raise separate bills for cost of coal and transportation cost (as per Clause 9.1 (a) herein above) for the above mentioned billing period as in Clause 9.2 (a) based on the rates mentioned in Clause 9.1 (a).
- c. Payment shall be released as per Clause 9.4 mentioned below.

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### 9.3 Penalty:

- a. For calculation of penalty; results of quantity and quality for daily coal supply receipts will be considered.
- b. The Bonus and Penalty will be as follows;
  - i. On GCV (ARB)

On account of variation of GCV (ARB) of the received coal at DBPL site, the rate shall be corrected as follows:

$$\text{(Contracted Rate per Metric Tonne x GCV (ARB) DBPL Site) / Contracted Guaranteed GCV (ARB)}$$

No correction shall be applied in case of increase in measured GCV (ARB) above the base parameter value.

- ii. On Total Moisture (ARB)

If Total Moisture percentage as determined as per Clause 8.0 is over 11%, then the weight shall be adjusted by the following formula in the Invoice:

$$\text{Adjusted weight} = \frac{[100 - (\text{Actual TM} - 11.0)] \times \text{Weight}}{100}$$

- iii. On Short delivery

The full Order quantity of coal shall be delivered within delivery period of 30 days, failing which the penalty of Rs. 100 per MT shall be levied for the undelivered/ late delivered quantity beyond 30 days from the date of the Order.

### 9.4 Payment Terms:

- 9.4.1 100% Payment will be released to the Supplier against Usance Letter of Credit (LC). LC opening/ discounting charges and LC interest will be to the account of DBPL.
- 9.4.2 90% of the payments shall be released on submission of the following documents:
  - i. Bills of exchange for 90% of Invoice value.
  - ii. One original copy of commercial invoice.
  - iii. Original copies of good receipt note (GRN) on daily basis duly signed by authorized representative of DBPL and stamped.
  - iv. One original copy issued by Supplier stating that the shipment has been performed by trip trailers.

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v. One original calculation sheet stating the payable amount, matching with the commercial invoice value, duly certified by DBPL

9.4.3 Balance 10% payment shall be made on completion of delivery against Order and on submission of the following documents:

- i. Bills of exchange for balance 10% of invoice value
- ii. Buyers certificate showing completion of delivery.

If ordered quantity is not delivered as per Clause 4.1, DBPL reserves the right to recover an equivalent amount as per Clause 9.3.b (iii).

9.4.4 As regards Indian income tax, surcharge of income tax, withholding tax or any other corporate tax, DBPL shall not bear any tax liability whatsoever. The Supplier shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. DBPL shall, however, deduct applicable tax at source at applicable rate as per law from all payments to be made to the Supplier and DBPL will issue the TDS certificates for the same to the Supplier.

#### 9.5 Price basis

9.5.1 The price quoted shall be in line with the commercial terms indicated at clause 9.0 above for successful completion of all the tasks as specified in this bid document.

9.5.2 The priced offer shall be submitted along with detailed terms and conditions.

9.5.3 It shall be understood that the above scope of services are not the final documents and DBPL may wish to negotiate subsequent modifications to these Bid documents to satisfy the DBPL's requirements.

### **10.0 OTHER TERMS & CONDITIONS**

10.1 The Supplier shall be responsible to coordinate with various Government Agencies or Private Agencies or persons en-route of supplying of Coal and ensure safe transportation to DBPL Site. DBPL will not get involved in resolving the issues that may arise en-route to DBPL Site.

10.2 The Supplier shall have to comply with all environmental norms and ensure Coal loaded is as per prevailing rules.

10.3 The Supplier shall at his own cost insure its staff and workers through adequate insurance policy against any accident during the course of the proposed Order. It is the responsibility of the Supplier to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of supply of Coal. The

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Supplier's failure in this regard shall not relieve him of any of their contractual responsibilities and obligations.

- 10.4 Any loss or damage to the equipment, personnel during handling, loading and unloading of coal, shall be to the account of the Supplier. The Supplier shall be responsible for preferring of all claims and make good for the damage or loss caused to DBPL or any other third party.
- 10.5 This Order is not transferable. The Supplier shall not assign or sublet the Order or any part thereof or allow any person interested therein in any manner, whatsoever, without prior written permission from DBPL. Any non-compliance of this clause 10.5 shall entitle DBPL to terminate the Order without any notice to the Supplier.
- 10.6 DBPL reserves the right to alter, modify, extend or terminate this Order at any time. No correspondence shall be accepted in this respect.
- 10.7 Supplier shall be responsible to maintain and submit all the documentation required as per DBPL requirements from time to time.

## **11.0 GENERAL TERMS AND CONDITIONS**

### **11.1 Statutory Compliances:**

- 11.1.1 The Supplier shall throughout the performance of the contract, comply with all the Laws, Rules, Regulations and Statutory requirements / obligations of Government of India / Government of Chhattisgarh and other Statutory bodies applicable on the transportation business and Company shall not be liable for any action of the statute applicable due to non fulfilment of the statutory obligations by the Supplier.
- 11.1.2 Supplier shall be liable for making statutory payments i.e. PF, ESI, workmen compensation and insurance etc., of the workmen engaged by him to carry out the work specified in the Order.
- 11.1.3 If under any enactment, DBPL is held liable to pay any amount to Supplier's personnel or any authority, Supplier shall reimburse the same to DBPL within 7 days of our demand in this regard to Supplier made in writing or the same shall be recovered against the bills submitted by him.
- 11.1.4 In case of non-compliance of any provision of any enactment on the part of the Supplier, company reserves the right to enforce the same by deducting the amount from raised bills and deposit with the statutory authorities for proper compliance.

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11.1.5 The Supplier shall take insurance cover for the persons engaged for the work including workman compensation & third party liability.

11.1.6 Each trucks supplied by the Supplier shall have "Pollution under Control Certificate". The valid documents like Drivers license, Registration papers, Insurance, applicable taxes shall be with the driver of the vehicle.

**11.2 Other terms and Conditions:**

11.2.1 Supplier shall observe all relevant rules; regulations including safety rules & regulations during the course of execution of this Order and shall ensure that their workmen comply with the safety regulations while unloading coal at the plant premises/ stock yard.

11.2.2 Supplier shall keep us fully indemnified at all times from any loss or injury, loss of life or any other such incidence caused to his workmen, company employee or any third party during the execution of proposed Order.

11.2.3 Issue related to environmental impact including public grievances, if any, shall be to the responsibility of the Supplier.

**11.3 Subletting:**

The Supplier will not assign nor sublet any part of the Order without written prior permission from DBPL.

**11.4 Supplier's Warranties & Representatives:**

The Supplier hereby, warrants and represents that:

- i. The Supplier is the lawful owner of Coal proposed to be supplied under the proposed Order and has right to sell the same.
- ii. Only tipping trailers with mechanical unloading arrangements shall be deployed by the Supplier and in no case other type trailers shall be deployed or permitted to be deployed for the work of Coal supply. In case Coal supply is not made by a trip trailer, the Supplier warrants that provisions of Clause 9.1 (f) will be applicable.
- iii. Only experienced, skilled and disciplined drivers of sound health, good behaviour and antecedents having valid and requisite driving license shall be deployed by the Supplier for driving the trip trailers / equipments deployed for the supply of Coal.
- iv. In no case any un-authorized driving of the tipping trailers or operation of other equipments shall be permitted by the Supplier.
- v. The trailers shall be loaded only up to the maximum permissible carrying capacity as determined by axle load & RTO norms and shall not be

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overloaded under any circumstances. The Supplier shall ensure that the weight and volume of goods loaded for consignment in the vehicle is within permissible prescribed in the RTO registration book. The Supplier shall solely be responsible and completely indemnifies DBPL against any penalty, legal actions, loss and damage, if any, suffered by DBPL on account of violation and / or breach of weight and volume limits prescribed in the RTO registration book.

- vi. The tippers provided are equipped with all the valid and subsisting permits and licenses from respective transport authorities required for authorized road movement for Coal supply. The road and other tax certificates (including third party comprehensive policy) for the vehicle and driving license of the driver are kept valid during the period of the Order.
- vii. The Supplier shall pay to his employee's salary and wages as per Law of the Land applicable to the workmen who engaged in supply of Coal to DBPL.
- viii. The responsibility of the Supplier in respect of all payments to his employees will be complete and absolute. DBPL shall have no liability whatsoever in this regard and shall be fully indemnified by the Supplier against any claim arising out of any non-payment/short- payment/ dispute/ award.
- ix. The Supplier shall pay any Service Tax arising as per the proposed Order to the Service Tax Department and undertakes to indemnify DBPL for any non-compliance arising due to non-payment in full or in part of the Service Tax applicable to the transportation component as per the Coal supply under the proposed Order. Any costs incurred by DBPL in this regard shall be recovered from the Supplier.

### **11.5 Supplier's Obligations / Liabilities**

- 11.5.1 Indemnify DBPL from and against all actions, suits and proceedings by the third party for the acts/omissions of the Supplier and all costs, charges, expenses, losses, damages, duties, taxes, penalties; levies, and all other liabilities which DBPL may be liable to pay, incur or sustain as a result of performance or non- performance, observance or non-observance of any of the terms of the proposed Order by the Supplier.
- 11.5.2 Compliance with all the applicable laws and regulations and advise DBPL regarding, compliances, if any to be made by the DBPL.
- 11.5.3 DBPL shall, without prejudice to its other rights be entitled to deduct, adjust from any dues payable to the Supplier, all amount(s) which the DBPL may be liable to pay, incur or sustain as a result of the performance or non-



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performance, observance or non-observance of any of the terms of the proposed Order by the Supplier.

#### 11.6 Confidentiality:

- 11.6.1 All documents, data and specifications etc. prepared by the DBPL in connection with the services to be provided shall be property of DBPL. As and when required before final acceptance of work or upon termination of the Contract, the aforesaid documents, data and specifications etc. prepared specifically for this engagement (including originals) shall be handed over to DBPL.
- 11.6.2 The Supplier shall take all necessary steps to ensure confidential handling of all information received, developed or acquired by them from DBPL under terms of the Contract or in performance thereof.
- 11.6.3 The Supplier shall not prepare articles or photographs for publication or speeches about the work and/or plant and installation in which DBPL has an interest without prior written consent of DBPL.
- 11.6.4 The Supplier shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

#### 11.7 Termination:

- 11.7.1 This proposed Order can be terminated by DBPL by giving a two (2) day notice and without any compensation under the following circumstances including but not limited to:
- i. Supplier becomes insolvent; or
  - ii. Supplier has been convicted of any crime which in DBPL's reasonable judgment is likely to adversely affect the goodwill of DBPL; or
  - iii. Any failure by the Supplier to comply with any of the provisions mentioned in this Purchase Order;
  - iv. Failure of Supplier to provide purchases / deliverables as per agreed time schedule; or
  - v. Supplier assigns the Order to any third party without the consent in writing of DBPL; or
  - vi. If any of the representations of the statements etc. made by the Supplier in connection with the proposed Order are incorrect or are found to be incorrect.

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- vii. DBPL reserves the right to terminate the Order by giving a Written Notice to the Supplier; if such a case arises all Coal supplies should be terminated within seven (7) days of receipt of such Written Notice by the Supplier.

#### **11.8 Force Majeure:**

- 11.8.1 Force Majeure means any cause, occurrence of which could not be foreseen and which is beyond reasonable control of the parties to the proposed Order and which substantially affects the performance of the Order.
- 11.8.2 In the event of occurrence of Force Majeure like storm, landslide, fire, floods, cyclone, inundation, earthquake, volcano eruption, epidemic, quarantine, drought, explosion, strike, lockout, closure, embargo, wars (declared / undeclared) civil commotion, government Orders & regulations and event of similar severity and magnitude, neither party shall be liable for the failure to perform any obligation of the Order.
- 11.8.3 The party prevented to fulfill the obligations (the affected party) by force majeure, shall intimate the other party, occurrence of force majeure, its nature & intensity, how it has affected the performance of its obligation, its likely continuance, any corrective measures planned / taken to contain force majeure effect etc., in writing within 7 days of its occurrence and also cessation. Both parties shall exercise reasonable efforts to mitigate or limit the damages to each other.
- 11.8.4 The period for performance of the proposed Order affected by the force majeure shall be extended mutually by the period of delay, caused by the force majeure not more than 03 months. In case, it continues further and the parties could not reach an agreement for continuance of the operation of the proposed Order within next one month, then, the fulfilment of the proposed Order will be deemed impossible and the proposed Order will, automatically stand cancelled without any compensation to either of the parties to the proposed Order.

#### **11.9 Risk and Cost:**

The Supplier shall carry out all scope of work as per proposed Order with utmost sincerity and dedication maintaining quality, quantity, and satisfactory performance in terms of the proposed Order and carry-out instruction and Order of the company for the interest of the Work.

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**11.10 Arbitration:**

If any dispute or difference of any kind whatsoever shall arises between the Company and the Supplier for the performance of the proposed Order whether during the progress of works or after completion or whether before or after the termination, it shall be resolved, in the first instance, by discussion between the Company and the Supplier. In the event such dispute or difference cannot be resolved within 45 days of commencement of such discussion, it shall be settled by Arbitration under the provisions of Arbitration and Conciliation Act, 1996 of Govt. of India and any statutory modification thereof. The arbitration proceedings shall be held at Mumbai (Maharashtra) and the language of the arbitration proceedings, documents filed and submitted and award shall be in English. The arbitration award of majority of the arbitrators shall be final and binding on the parties and losing party will bear the cost of arbitration. Notwithstanding any arbitral proceedings, the Supplier and the company will carry out their respective obligations under the proposed Order, unless such obligation itself is the subject matter of such arbitral proceedings.

**11.11 Graft, Gift and Commission:**

Any graft, commission, gift or advantage given / promised to give / attempted to give by the Supplier or its representatives to any employee / representative of the Company either to get the proposed Order or to obtain any undue favour / pecuniary benefits in executing the proposed Order shall be viewed very seriously by the Company and may possibly result severe action i.e. cancellation of the proposed Order at Supplier’s risk & cost, encashment of performance bank guarantee besides Supplier being liable to criminal breach of trust and unethical practice.

**11.12 Civil Jurisdiction:**

Civil jurisdiction of the proposed Order will be within the appropriate court at Raigarh/Raipur (Chhattisgarh).

**12.0 BID CLARIFICATIONS**

If the bidder has any doubt as to the meaning or intent of any section(s) hereof or requires additional information, the bidder may request such information or clarification from DBPL. DBPL will endeavor to respond to such requests but is not obliged to do so.

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# **DB POWER LIMITED**

## **SECTION – II**

### **PART – B**

### **PRICE BID**

**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

<b>PRICE BID</b>	 <b>DB POWER LIMITED</b>	<b>Specification No.</b>
		<b>DBPL-CG-2x600 MW-DOMESTIC COAL-01</b>

**PRICE BID FORMAT**

As per the provision of the Clause 9.1 of the Section II, Part A, the contract price for the Contracted Coal shall be submitted as per the table below:

Sr. No.	GCV (ARB) Range (in Kcal/kg)	Rate per MT (in INR)
1	Above 4000 (4000 is included)	
2	4000 to 3900 (3900 is included)	
3	3900 to 3800 (3800 is included)	
4	3800 to 3700 (3700 is included)	
5	3700 to 3600 (3600 is included)	
6	3600 to 3500 (3500 is included)	
7	Below 3500 - REJECTION	Nil

SIGNATURE OF THE BIDDER WITH STAMP

# **DB POWER LIMITED**

## **SECTION – II**

### **PART -C**

#### **DEVIATION STATEMENT**

**BID DOC. NO. : DBPL-CG-2x600 MW-DOMESTIC COAL-01**

<b>DEVIATION STATEMENT</b>	 <b>DB POWER LIMITED</b>	<b>Specification No.</b>
		<b>DBPL-CG-2x600 MW-DOMESTIC COAL-01</b>

**TECHNICAL/ COMMERCIAL DEVIATION STATEMENT**

Sl. No.	Section/Part	Specification/ Clause No.	Terms as per the clause	Deviation taken	Cost implication, if any
1.					
2.					
3.					
4.					
5.					

SIGNATURE OF THE BIDDER WITH STAMP