



INDIA POWER CORPORATION LIMITED

**Tender Document for Supervision of Coal Dispatched from Central Coalfields Limited (CCL) to our
Plant India power Corporation Limited.**

Ref No.: IPCL /19-20/004; Date: 20.03.2020

To

Kindly submit in original after signing all the page intact and attach all the required document

Limited enquiry for appointment of service provider for Supervision of coal at Central Coal Fields Limited (CCL) for a period of one year (up to 31.03.2021) for India Power Corporation Limited (IPCL), Disergarh Power Plant.

India Power Corporation Limited (IPCL) is operating 1 X 12 MW power plant at Disergarh in Burdawan district, West Bengal.

IPCL procuring coal, coal rejects, by products from various sources like Central Coalfields Limited and other subsidiaries of CIL, Tata Steel Ltd and other vendors for the year April'2020 to March'2021.

Now it is proposed to appoint a competent Service Provider to take the responsibility of loading of coal from various siding, supervision of Coal loading at various siding of Central Coalfields Limited on account of India Power Corporation Limited (IPCL).

1. Scope of Work:

The Scope of Work in brief includes co-ordination with coal supplier (CCL), coordination with Railways for sanction of rail program, allotment of rakes, rake placement at siding, supervising the loading operations at siding, movement of rakes and any other activities as may be required to fulfill the scope as defined in scope of work.

1.1 Coordination with CCL:

- 1.1.1 To Co-ordinate with Coal Supplier (CCL) for submission of programme.
- 1.1.2 The total estimated quantity to be evacuated under the agreement shall be 53,400 MT.
- 1.1.3 To co-ordinate with CCL for obtaining the clearance for supply of coal.
- 1.1.4 To Co-ordinate with respective mine officials and other agencies at the loading point and ensure proper quality and quantity is getting loaded on to rakes as per agreed grade of coal between IPCL and CCL as specified in the Fuel Supply Agreement (FSA after segregating stone and foreign material.
- 1.1.5 Coordinate and obtain the coal bill raised by CCL and forward the same to IPCL.
- 1.1.6 All liaison and coordination with CCL as and when required on behalf of IPCL.

1.2 Coordination with Railway:

- 1.2.1 To ensure that the rakes are loaded on train load basis and take care the incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, contractor shall try and get NHL/N-BOX rakes which are in good condition.
- 1.2.2 While rakes are in transit, the contractor will keep on updating IPCL. on movement of rake from the loading siding till the rake reaches the destination. Any missing wagon to be reported and contractor will endeavor to keep close track and co-ordinate with railways to deliver the missing wagon to IPCL. at the earliest.
- 1.2.3 To take measures to avoid the diversion/ holdups of the rakes enroute.
- 1.2.4 To provide information regarding loading of Rake.
- 1.2.5 To ensure that no rakes loaded for IPCL are diverted. In case rakes are diverted, Contractor shall be responsible for getting the claims of diverted rakes settled with railways.
- 1.2.6 Contractor has to ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior loading of coal.
- 1.2.7 The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with coal as loading such wagons may cause significant quantum of en-route spillage over long distances thereby efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Rail authorities prior to loading of Coal. Contractor has to get such wagons declared as sick wagons.
- 1.2.8 Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges.
- 1.2.9 IPCL will issue DD for payment of railway freight. Contractor shall coordinate with Railway for timely payment of Railway freight to avoid booking of freight on two-pay.
- 1.2.10 Contractor shall deposit the DD with Railway as per freight declared by railway after weighment of rake. If there is any shortage of DD or any fraction amount required for payment of freight then contractor will pay the same and it will be reimbursed after submitting documentary evidence.
- 1.2.11 Contractor to collect the RRs from Railway authorities and to arrange for handing over of the same to IPCL concerned person and email the readable scan copy immediately so that at least the scan copy is inevitably made available before the rake reaches IPCL.
- 1.2.12 Contractor to comply with all the formalities, modalities & legal issues of CCL, RAILWAYS, state government and all applicable law of land from time to time and will indemnify IPCL against any default what so ever.

2. Other Responsibility of the Contractor:

- 2.1 While rakes are in transit, the contractor will keep on updating IPCL on movement of rakes from the loading siding till the rake reaches the destination and further the contractor will assist in identification of rake with nomenclature along with wagons as per copy of RR. Any missing wagon to be reported and contractor will endeavour to keep close track and coordinate with Railways to deliver the missing wagon to plant at the earliest.
- 2.2 To assist IPCL for carrying out periodical joint reconciliations of coal bills received for the advance paid to CCL in timely manner. Contractor to assist IPCL in getting credit for IPCL from CCL for actual grade by agency if the same is of lower quality than the declared grade.
- 2.3 To assist IPCL for getting credit from CCL on behalf of IPCL in case the base price of coal reduced. Contractor shall assist IPCL in coordinating with Railways for carrying out reconciliation of actual freight debited for each rake.
- 2.4 In case of any dispute with CCL/RAILWAYS subsidiary regarding payment, claim, commercial issues etc., Contractor shall assist IPCL in taking up and resolving this matter with concerned department.
- 2.5 It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from siding till delivery at designated point.
- 2.6 Contractor has to provide sufficient manpower strength, for monitoring Coal Quality & Dispatches of Rake.
- 2.7 Any other incidental activities to complete the scope of work as per this work order, the same has to be done by the contractor without any additional service charge.
- 2.8 Transshipment of coal is not permitted except from and will be treated as a material breach of contract; Contractor has to transport the coal directly from designated loading siding to designate unloading siding.
- 2.9 Any other activity not envisaged or which comes up during the tenure of the contract which is required to be discharged in fulfilment of obligation as above is deemed to be included in the scope of the contractor unless the same has substantial/material cost implication.
- 2.10 Contractor shall fax/e-mail date such RR no & Date, date of loading, No. Of wagons, name of mines / colliery, actual weight, POL quantity, Underload quantity, specified wagons nos. For identification of rakes, details of un-weighted rakes etc. To the respective authority before the arrival of rake at IPCL.
- 2.11 Any item/services required for the completion of the Work and essential for meeting the performances, warranties, safety and operation of the work but not specifically covered in the Technical Specification /Scope of work shall be deemed to be included in the scope and price of the. Contract and no extra charges/claims shall be permitted other than the price quoted in the Price Schedule.

3. Price:

- 3.1 The Contract Price shall be on per Rake basis.
- 3.2 GST shall be payable extra as per the applicable rate at the time of invoicing (current rate being -----). No other taxes, duties or levies is payable under the contract by IPCL and any other taxes, duties or levies shall be deemed to be included in the Unit Rate mentioned above.

4. Terms of Payment:

- 4.1 The Contractor shall submit the bills along with all valid supporting documents on Rake to Rake basis, which shall be paid after statutory / LD deductions and safety/ ethics retention as under:
- 4.2 Payment shall be made within 15 days from the date of submission of invoices after deducting statutory deduction, safety & ethics retention and LD deductions (as may be applicable).

5. Performance Guarantees:

- 5.1 Contractor shall be responsible for complete handling, transportation, rake allotment and all other activities mentioned in the Scope of Work and for the contracted quantity.
- 5.2 The Contractor is expected to deliver the performance as per the contract terms on a sustainable basis throughout the contract period without violating any safety, security, statutory or house-keeping guidelines/requirements as specified in the contract terms and/or applicable laws/statutes.

6. Liquidated Damages (LD) for Shortfall in Performance:

6.1 Quantity Determination:

- 6.1.1 Weighment will be carried out on static weighbridge (SWB) at IPCL. IPCL plant weighbridge receipt weight & RR weight whichever is lower shall be final for all commercial purpose.

6.2 LD for Dade & Penal Freight due to inaccurate / improper Rake Loading:

- 6.2.1 Contractor has to ensure that all empty wagons shall be unifonnly loaded up to its permissible carrying capacity. Contractor shall strive to achieve no loss of freight to Owner on account of under loading / over- loading of wagons.
- 6.2.2 Wagon Load Dispatches: Contractor shall ensure that coal is dispatched to Owner on full rake/ Train load basis only. in case Owner has to pay the freight for coal dispatches on wagon load basis, then the additional freight incurred by Owner due of difference

between wagon load freight paid and train load freight payable shall be recovered from the Contractor.

- 6.2.3 LD for Under Loading & Over Loading: If Under Loading & Over Loading charges levied by railway then penalty will be charged as given below.

Quantity	Penalty
<55 MT	No Penalty
>55 MT	Rs./ MT

- 6.2.4 Credits received against Under-loading/ Over-loading: If Contractor is able to get credits against any previously charged under-loading/over-loading penal freights, then the LDs to the extent recovered against such under-loading/over-loading penal freights shall be paid back to the Contractor.

7. Insurance of Contractors Equipment & Personnel:

The contractor shall be solely responsible for the insurance of all its equipment and personnel. The contractor shall accordingly take comprehensive contractor all risk (CAR) policy covering all his equipment, vehicles, manpower etc. To cover all its risks including third party liabilities. The contractor shall cover all its workmen under the workmen compensation policy of adequate value to comply with the statutory liabilities / requirements. Any third party damages, loss of life occurred for the reason of activities executed by the contractor, shall be taken care of by the Contractor himself. The owner shall not be liable for any damage of loss to the equipment or property of the contractor.

8. Other Terms and Conditions:

- 8.1 Effective date of the contract shall be the date of issue of LOI or PO whichever is earlier.
- 8.2 The contract is valid till 31.03.2021
- 8.3 Prices is inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 8.4 The price is inclusive of all taxes, duties, levies and statutory requirements as applicable as per State Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the prevailing rates.
- 8.5 Any item/services required for the completion of the work and essential for meeting the performances, warranties, safety and operation of the work but not specifically covered in the Technical Specification/ Scope of work shall be

deemed to be included in the scope and price of the Contract and no extra charges/ claims shall be permitted other than the price quoted in the Price Schedule.

- 8.6 The cost of all superintendence of labour, materials, fuels & consumables, tools, equipment, mobilizing and demobilizing equipment, fixtures, transport charges, insurance charges, bank guarantee charges, temporary and permanent works, testing, handling of materials, stocking and removal charges of any rejected materials, power arrangement and satisfactory maintenance of the same for the full and satisfactory completion of the works intended are all inclusive in the Contract Price
- 8.7 Any swapping of coal (i.e. replacing good quality coal with bad quality coal) or retention of any coal that is lifted on behalf of IPCL will be treated as material breach of the requirements and an event of default.

9. Contractors Obligations:

This Contract is on a principal-to-principal basis only. The Contract shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the Parties. The Contractor shall be responsible for their own conduct. The Contractor shall ensure at all times that all the Work carried out under this Contract either by its own person or through any of its sub-contractors shall be always done under its own direct supervision.

The Contractor Obligations in brief are listed as follows:

- 9.1 The Contractor has the overall responsibility of executing the contract, conducting job planning, job scheduling, executing the jobs as per the Scope of Work & schedule.
- 9.2 The Contractor shall make independent assessment of the required resources and shall be responsible to deploy any additional equipment & manpower at no extra costs as and when required for the safe operations and performance of the Scope of Work to meet the specified performance levels and to the satisfaction of Owner. The key personnel for execution and management of the Contract shall be assigned and positioned at Site by the Contractor on full time basis and to the satisfaction of Owner. If for any reason beyond the control of the Contractor, there is a need to replace any personnel, the Contractor shall provide a replacement person of equivalent or better qualification and experience, subject to the approval of Owner.
- 9.3 The Contractor shall deploy all personnel with relevant, requisite and adequate qualification, experience and training as required for the work assigned to the respective personnel. The Owner shall have the right to seek replacement for

personnel which in the view of the Owner is not meeting the desired requirements and the decision of the Owner shall be final and binding on the Contractor.

- 9.4 In the event the Contractor anticipates any delay in performance of any of its services for which the Contractor requires an extension of time, then the Contractor must immediately notify the Owner for such request stating the reasons for the extension and steps taken or to be taken to minimize the delay.
- 9.5 The Contractor shall ensure that all technology, equipment tools and tackles used to perform and deliver the Services are not obsolete and kept in good and safe working condition at all times.
- 9.6 The Contractor's representative and staff are required to work in close co-ordination with IPCL representative and act within the authority assigned to them by the Contractor. The Contractor's representative and staff shall abide by directives issued by Owner that are consistent with the terms of the Contract. The Contractor's representative is responsible for managing the activities of its personnel. The Contractor shall be solely responsible for the action, deeds and conduct of all its personnel.
- 9.7 The Contractor shall acquire all permits, approvals, and/or licenses from all local, state, or national government and other statutory authorities and/ or public service undertakings as are necessary for the performance of the Contract.
- 9.8 The Contractor shall make its own arrangements for accommodation (residence, office, stores and rest shed) and transportation of personnel and equipment, within and outside the sites / units / offices at the various locations covered by the Contract.
- 9.9 The Contractor shall provide at its own expenses employee welfare and such other facilities like accommodation, transport, food, medical, conveyance etc. to all its employees. All medical care, hospital treatment / expenditure thereon in case of any injury whether or not leading to death arising out of or during the course of employment shall also be borne by the Contractor for its employees. No employees of Contractor shall be allowed to stay within the Site beyond working hours. The Contractor will have to arrange the accommodation for its employees at own cost in the area nearest to Site.
- 9.10 The Contractor shall not do in or around the Site anything, which in the opinion of the Owner may be or becomes a nuisance to or annoyance to or endanger anyone or which may adversely affect the property, reputation or interest of the Owner / any other third parties. The Contractor will be solely responsible for any misconduct or misbehaviour of its employees and the

Contractor shall take utmost precaution that no such misconduct occurs.

10. The Price Bid:

Our preferred siding is Radhanagar which is at about 2-3 KMs from the IPCL coal yard. The price bid shall be submitted in the format given below.

S No	Particulars	Rate (Rs/Rake)
1	Supervision Charges	

You are requested to respond to the above enquiry and give your best quote by the end of 24.03.2020 along with company PAN & GST registration certificate.

The RFQ document shall be filled with signature and seal and hard copy to be sent to the following address.

Prakash Sethia (President Coal)
India Power Corporation Limited
Plot No: X 1, 2 & 3, Block EP,
Sector -V, Salt Lake City,
Kolkata- 700 091, West Bengal

Kindly mention the tender reference number along with address on the top of the envelope.