



INDIA POWER CORPORATION LIMITED

Tender Document for Supervision of Coal Dispatched from Central Coalfields Limited (CCL) & Reject/Tailings from Tata Steel Limited & Transportation of Coal from Radhanagar/Barachak Railway Siding to our Plant India power Corporation Limited.

Ref No.: IPCL /19-20/003; 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 handling and transportation of coal 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 transporting agency to take the responsibility of loading of coal from various siding, supervision, unloading and handling of coal at Radhanagar/ Barachak railway siding and transporting the coal from Radhanagar/ Barachak siding to the coal yard of DPS plant as per the scope of work mentioned below.

1.0 Scope of Work:

- 1.1. Coal will be loaded from various siding of CCL and from Tata Steel Ltd at their siding in Jamadoba or Bhelatand as per the availability of coal/coal rejects/ byproducts. The bidder shall undertake entire responsibility like supervision of coal loading at siding, handling at loading end and unloading of coal at Radhanagar/ Barachak siding fulfilling all railway formalities, unloading at the siding within the time stipulated by railways, loading into trucks, transportation from the siding, water sprinkling at unloading siding and transportation road, managing the local issues and delivery of Coal to the yard after weighment at the weighbridge located inside the coal yard of IPCL.
- 1.2. Responsibility to clear the coal from the rail siding within stipulated time and any penalty imposed by railways attributable to contractor towards wharfage or demurrage shall be to the account of the Contractor.
- 1.3. Allowable handling loss is 0.80% of the quantity invoiced by the seller (Which is made on the basis of weighment by Railway at the loading end).
- 1.4. Exercising control over the chain of activities, keeping liaison, managing the local people, so that the coal loaded in the rake is delivered to the IPCL- stockyard.
- 1.5. Any lost/misplaced/sick wagon will be intimated by IPCL to contractor, based on the same contractor will coordinate with railways to ensure dispatch of the same wagon without any delay.

2.0: Quantity of Coal: The yearly estimated quantity is 1,00,000 MT.

3.0: Bill Submission: The bills shall be submitted rake-wise. The weighment of the coal received at the IPCL weighbridge located in the premises of coal stockyard shall be binding on both parties for payment. Any shortfall in quantity received in the rake from the sellers invoice quantity, the value (landed cost) of the coal shall be recovered after adjusting the allowable handling loss of 0.80%. However the shortfall and excess quantity received in different rakes shall be reconciled on completion of supply of 6 rakes or a period of three months whichever is earlier.

4.0: Quality of Coal: Coal is being procured from various siding of CCL and Tata Steel Limited on as is where is basis.

5.0: LOA Validity Period: Once the successful bidder is issued LOA (Letter of Award), the LOA shall be valid for a period of one year from the date of issue. No variation in the quoted rate shall be accepted during the validity of this LOA. Based on the satisfactory performance, IPCL reserve the right to extend the contract with same terms & condition.

6.0: Payment: The Payment shall be made within 30 working days from the date of submission of invoice approved by the plant In-charge at IPCL office.

7.0: EMD: An amount of Rs. 5,00,000/- shall be deposited as EMD along with the bid. For the successful bidder the same shall be converted into Performance Guarantee which shall remain with IPCL for the contract period. In case of failure to perform the job as per the terms and conditions of the contract, the performance guarantee may be forfeited.

8.0 GENERAL TERMS & CONDITIONS

8.1 Compliance with applicable laws

The Contractor shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State Labour laws, Motor Vehicles Act and Regulations/Rules made there under.

8.2 Licenses & permits

The Contractor shall obtain and shall at all times be in possession of requisite licenses/permits etc. required for carrying out Unloading, Handling and Transportation activities.

8.3 Assignment

The Contractor shall not be entitled to assign, subrogate, sublet, directly, or indirectly part with his benefits obligations, right, title and interest under this Agreement or any reason whatsoever.

8.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous Agreements and understandings between them with respect to the subject matter hereof. To be

effective, any modification of the terms and conditions of this Agreement shall be in writing and signed by authorized representatives of both Parties.

8.5 Waiver of Rights

No forbearance, delay or influence by IPCL in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of IPCL nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for IPCL is exclusive of any other right, power or remedy available to IPCL and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by IPCL to the Contractor as regards any of the terms of the Agreement will not prejudice IPCL's rights under this Agreement and/or Law.

8.6 Severability

If any of the terms and conditions of this Agreement shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

8.7 Relationship between the Contractor and IPCL

Nothing in the Agreement shall be constituted to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between IPCL and the Contractor. The Contractor, in furnishing services to IPCL hereunder is acting independently on its own. Employees engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits and the like.

9.0: The Price Bid:

Our preferred siding is Radhanagar which is at about 2-3 KMs from the IPCL coal yard. But as a contingency, quotation is sought from Barachak siding also which is at about 10 KMs from IPCL Coal yard.

The price bid shall be submitted in the format given below.

S No	Name of the siding	Rate (Rs/MT)
1	Radhanagar	
2	Barachak	

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 and mailed scan copy with signature and seal to prakash.sethia@indiapower.com. 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.