



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 /21-22/001; Date: 01/11/2021

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 The period 01.12.2021 to 31.03.2023 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 Generation of Power.

Now it is proposed to appoint a competent transporting agency to take the responsibility of loading & Supervision of coal from various siding of CCL, 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. 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.
- 1.4. 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).
- 1.5. Coordinate and obtain the coal bill raised by CCL and forward the same to IPCL.
- 1.6. 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.

- 1.7. 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.
- 1.8. 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.
- 1.9. 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. It shall be the responsibility of the contractor to ensure safe transportation and custody of coal lifted from siding till delivery at designated point.
- 1.15. 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.
- 1.16. Contractor has to ensure that all empty wagons shall be uniformly 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.

1.17. **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.

1.18. 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.

2. Quantity of Coal: The yearly estimated quantity is 1,20,000 MT (approx.).

3. 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.

4. Penalty for Underload & Over Load:

Quantity	Penalty
<55 MT	No Penalty
>55 MT	Rs. 5/ MT

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.

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

6. Penalty For Demurrage & Wharfage: any demurrage & wharfage etc charged by Railway at Radhanagar/Barachak siding then the same will be recovered from contractor invoice.

7. 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.

8. 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.

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 10.11.2021 along with company PAN & GST registration certificate.

The RFQ document shall be filled 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.