



# FACOR POWER LIMITED

## SEAL TENDER

TENDER DOCUMENT FOR COAL RAKE LIASONING, HANDLING FROM MCL LOCM/BOCM (IB VALLEY AREA)  
TO OUR POWER PLANT AT D.P.NAGAR, RANDIA, BHADRAK

Tender No: FPL/COAL/TENDER/06/2019-20

Date: 13.02.2020

Last date for submission of tender 25<sup>th</sup> February- 2020 before 14:00hrs

To:

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[Kindly submit all the pages in original after signing all the pages. Please attach all the required documents.]

Seal Tender is invited for Coal rake Liasoning and Handling to our Plant, D.P.Nagar, Randia, Bhadrak  
from IB Valley Area of M/s Mahanadi Coalfields Limited

Signature of Interested Transporter:

Seal:

Date:

### **INSTRUCTIONS TO BIDDERS**

1. All the pages of the tender/bid should be duly signed and proper seal should be affixed.
2. No over writings or correction shall be accepted unless authenticated with signature.
3. On submission of the Tender documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid.
6. Rates to be quoted in the separate rate sheet (attached) to the tender document and duly signed.
7. The bidder shall submit the tender in sealed envelope at below mention address before last date as prescribed.
8. Following list of documents needs to be submitted along with Tender document:
  - Details of similar services executed by the bidder in last three years (submit the details of orders executed).
  - IT Return.(Assessment Year 2018-19))
  - Pan Card
  - GSTIN registration certificates.

The sealed tender document shall be addressed to:

**Mr. Pratap Chandra Pradhan**  
**Executive (Coal)**  
**Coal Department**  
**M/s Facor Power Ltd.**  
**D.P.Nagar, Randia, Bhadrak**  
**Email: [coal@facorpower.com](mailto:coal@facorpower.com) , 9437031521**

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

**Signature of Interested Service Provider: (Seal with Date)**

### **Eligibility/Credential**

- The bidder should produce minimum one or more work order of different companies for the coal rake Lieasoning and handling work from MCL IB Valley Area. Also provide the successful job completion certificate from that companies along with name and contact number of the company.
- The bidder should have lifted of higher GCV coal within/more than declare grade without failure and submit the proof of same by a certificate from the respective company.

**1. SCOPE OF WORK:**

- i) Rake offering, Rake allotment, Rake Indent and placement with co-ordination with your representative at Kolkata.
- ii) Co-ordination with MCL mines staff, MCL HQ and Railway authorities for ensuring smooth & continuous flow of rakes from Railway sidings.
- iii) Arrangement of sufficient numbers of manpower for supervision to ensure regular and smooth dispatches of coal supplies from the colliery on regular basis as per requirement.
- iv) Supervision of loading of rake ensuring proper quantity and quality loading matching with grade declared by MCL
- v) Ensuring timely dispatch of rakes immediately after loading.
- vi) Collection of coal invoices and other documents from MCL immediately and forwarding the same to plant. Take up with the MCL for obtaining refund against due to FPL for various reasons from time to time.
- vii) Co-ordination with mining officials for necessary permit if required at the time of rail movement.
- viii) To provide all required data in time to FPL for generating the e-waybill and hand over of the e-waybill in railway office.
- ix) Apart from the services indicated above any other services if required shall be provided to ensure that the desired quality and quantity of coal reaches the plant in time.
- x) To ensure that complete coal quantity/ no. of rakes is lifted in full, within stipulated quantity validity period / rake allotment validity date.
- xi) Ensuring supply of right quality coal from the respective colliery also forms part of your responsibility.
- xii) The Agency will give prior & timely intimation to company for arranging the railway freight / DD.
- xiii) FPL will hand over the DD for railway freight and the agency will deposit the actual amount of DD at Railway and collect the RR on behalf of FPL. For this, the shortfall of DD amount may be paid/ adjusted by party, in case of not matching the exact freight amount and the same shall be re-reimbursed to party.

**2. Rate /Price :(PRICE BID)**

**PART – A (Lieasning , Handling & Quality Supervision)**

**(i.e- Service Charges)**

| Description  | UOM | Total Rake & Qty (Approx) (For six months) | Service Charge (Rs./MT) | Value (Rs.) |
|--|-----|--|-------------------------|-------------|
| Rake Lieasning & Quality Supervision from LOCM/BOCM IB Valley Area to FPL Plant Site | MT  | 15 Rakes X 4000 MT/Rake = 60,000 MT        | Fillup                  | Fillup      |

**PART - B (Quantity Supervision)**

| Description   | UOM | Total Rake & Qty (Approx) (For six months) | Service charge (Rs./MT) | Value (Rs.) |
|---|-----|--|-------------------------|-------------|
| Rake Quantity from LOCM/BOCM (IB Valley Area) to FPL Plant Site | MT  | 15 Rakes X 4000 MT/Rake = 60,000 MT        | Fillup                  | Fillup      |

**N.B : 1/2 rakes from LOCM/BOCM IB Valley Area every month.**

**TOTAL COST IMPACT WOULD BE (PART-A + B) Rs...../- (Rupees ..... Only)+ GST Extra as Per Govt. Prevelling Rate.**

**Incentives and Penalty**

**a. Quality**:- Penalty/Incentive will be applicable on Part-A price

Based on the allotments given by MCL your endeavour shall be to load good quality & FPL Lab report (equilibrated moisture testing) will be final for both the parties. Any deviation or dissatisfaction refer sample will be tested at IIMT, Bhubaneswar.

IB VALLEY AREA (LOCM I & II SIDING & BOCM GROUP OF SIDING)  
MCL DECLARED GRADE (G-14) RANGE GCV 3101 - 3400 Kcal/kg

| Band/Slab            | (Rs./MT) (Payable Amount)   | Remarks   |
|----------------------|---|---|
| Above GCV 4601       | Service charges + 60 % of Service charges                                       |   |
| GCV 3501-3600        | Service charges + 50 % of Service charges                                       |   |
| GCV 3401-3500        | Service charges + 40 % of Service charges                                       |   |
| <b>GCV 3101-3400</b> | <b>Only Service Charges</b>   | <b>Normal order price in Part-A</b>                                 |
| GCV 3100-3001        | Only 50 % of Service charges  |   |
| GCV 3000-2901        | Only 30 % of Service charges  |   |
| GCV below 2900       | No Service charges. Further 10 % of Service charges will be deducted as penalty | Penalty will be deducted from Security money/outstanding bill value |

N.B : FPL will be consider maximum upto GCV - 30 Kcal due to variance of testing when agency will be reached 100 % & 110 % penalty.

**b. Quantity**:- Penalty will be applicable on Part-B price

The Penalty Clause on shortages /excess on basis of RR quantity Vs FPL belt weight.

| 2% weighment difference between in-motion weighbridge of MCL & FPL belt weighment system should be considered : |                |   |
|---|----------------|---|
| Shortage Level  | Bonus (Rs./MT) | Penalty (Rs./MT)                        |
| Quantity variation +/- 2 %  | Nil            | Nil                                     |
| From 2 to 3%  |                | 20% of Service charges                  |
| From 3 % to 4%  |                | 30% of Service charges                  |
| From 4 % 5 %  |                | 40% of Service charges                  |
| Above 5 %   |                | (-) 100% of contract value (i.e Part-B) |

**c. Under load & Penal Overload:-**

Penalty/Incentive will be applicable on Part-B price

| Under Load (UL) + Penal Over Load (POL) (in MT) |                                      |
|---|--------------------------------------|
| > 10 MT UL + POL < 15 MT                        | (+) 5 % Incentive on Service Charges |
| > 15 MT UL + POL < 20 MT                        | Nil                                  |
| > 20 MT UL + POL < 25 MT                        | (-) 2 % Penalty on Service Charges   |
| > 25 MT UL + POL                                | (-) 5 % Penalty on Service Charges   |

The quality /quantity will be calculated on monthly avg basis. If the received quantity will be less than 05 + % (against RR quantity) and Quality Below one grade slippage (i.e below GCV 2900) 03 times or more in a quarter, than the contract will be automatically terminated & the performance security will also be forfeited.

**D) PAYMENT TERM**

- a. The agency has to submit the bill on monthly basis to the concern executive in charge.
- b. The efforts will be made to release the payment within 30 days of the Receipt of correct submission of bill with all relevant documents complying all statutory requirements. However, if there is any delay on account of unforeseen circumstances beyond the control of the Principal Employer, no interest is payable on the amount due to the Agency.
- c. The payment to the agency will be made in the shape of Account Payee Bank Cheque in favour of the agency.
- d. The payment of the monthly statutory charges will be done after satisfying that all statutory provisions have been complied with. Current bill will have, as enclosed, the certified copies of the payment receipts of previous month made to various statutory agencies.

**E) TAXATION & DEDUCTIONS:**

- i. Income tax as applicable shall be deducted from each running bill or final bill and all other statutory deduction shall be made as per applicable laws/rules. No deduction certificate may be submitted against non deduction of TDS.
- ii. GST will be applicable as per prevailing rate under GTA RCM rules.

**F) PERFORMANCE SECURITY**

- i. The agency has to deposit performance security at least for one month contract value ie. 2 lakhs in shape of BG/ Retention money/ FD within 7 days after issuing the Work Order.
- ii. The format of the same will be available before the signing of contract.

**G) TERMINATION**

Facor Power Ltd reserves all the right to terminate the contract by giving 7 days notice, in case of non-performance of the contract.

#### **H) Force Majeure :**

If any time during the continuance of the agreement either party is prevented, hindered or delayed to fulfil any of its obligations under this agreement as a result of strike, lock outs, industrial disturbances or for circumstances prevailing beyond the control of either party and/or for reasons of any statute, rules, regulations, orders and act of government or war (whether declared or not), civil commotion, riots, quarantine, earth quakes, epidemic, fires or floods or any other act of God beyond the reasonable control of either party, it shall be excused from the performance or the punctual performance of the agreement , during such time.

Provided however that the performance of the agreement shall be resumed as soon as feasible after the contingency has ceased or otherwise determined and the parties obligation shall continue to be in force for extended period as mutually agreed upon between the parties. Contractor shall have no right to claim any escalation and or increase in rates herein before stipulated for the works to be performed in such extended period.

#### **I) ARBITRATION**

That in the event of any dispute or difference of opinion arises between the parties in relation to or in connection with this contract; both the parties shall undertake negotiations in good faith with a view to resolve the matter. The decision of CEO of FPL will be treated as final and binding on both the party.

However, this Agreement shall be governed by, construed and enforced in accordance with the Arbitration Act over any dispute arising under the contract documents the decision of the Arbitrator will be final on both the parties.

#### **J) APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed by, construed and enforced in accordance with the laws of India, the court at Bhadrak shall have exclusive jurisdiction over any dispute arising under the contract documents. The governing language of proceedings shall be English.

**(DETAILS OF BIDDER AGENCY)**

**Please submit following details along with the tender:**

(You can use additional sheet for furnishing full details where ever its required)

1. Name of the Firm \_\_\_\_\_

Contact Details / Address (H.O.): Telephone(s) :

Fax :

E-mail :

2. Type of the Firm: (Please tick)

Sole Proprietorship

Partnership Pvt.

Ltd. Ltd.

Others (Pl. specify) \_\_\_\_\_

3. Offices Address:

\_\_\_\_\_  
\_\_\_\_\_

4. Bank Details:

Banker Name: \_\_\_\_\_

Bank branch: \_\_\_\_\_

House No & street: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

State: \_\_\_\_\_

Bank Account No: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

5. Major Contracts / Clients: (Pls attach the relevant contract copy)

| <b>Name of the Customer</b> | <b>Volume (in Lacs)</b> | <b>Contract – Since(Yrs.)</b> |
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