

**TENDER DOCUMENT FOR TRANSPORTATION OF COAL FROM MCL MINES (Talcher Area) TO OUR POWER PLANT AT D.P.NAGAR, RANDIA, BHADRAK**

**Tender No: FPL/COAL/TENDER/05/2020-2021**

**Date: 20.08.2020**

**Last date for submission of tender through mail 25<sup>th</sup> August- 2020 before 17:00hrs**

**To:**

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**[Kindly put the signature all the pages & attach all the required documents.]**

**Tender is invited for transportation of Coal to our Plant , D.P.Nagar, Randia, Bhadrak from Talcher 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.
4. **i) Rates to be quoted in the separate rate sheet (attached) to the tender document and duly signed.**  
**ii) The bidder is instructed to quote on the rate sheet (attached) to the tender document. The coal transportation has to be done prefer ability in hyva.**
5. 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.
  - Transport Licence copy obtained from DDM.

The sealed tender document shall be addressed to

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

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

**Eligibility/Credential (Preferable/Mandatory)**

- The bidder should produce minimum 02 (Two) work orders of different company i.e where he has done to do the coal transportation from Talcher Area. Also provide the job execution certificate from that company or no lapses of any DO along with name and contact number of the company.
- The bidder must have minimum 15 Nos of own vehicles having carrying capacity minimum 18 MT or above and bidder will produce the list of trucks with RC copy.
- The bidder should have lifted higher GCV coal more than declared grade without failure. Necessary certificate in proof of this from the competent authority of the company has to submitted.
- The bidder should have done transportation jobs within or above 200 KM radius without any disturbance.

**SCOPE OF SERVICES**

- 1.1** It shall be the sole responsibility of the Transporter to transport the Coal from Mines of MCL to the Plant premises of Facor Power Ltd on behalf of the company with required quantity & quality in an eco-friendly manner.
- 1.2** RDO (Road Delivery Order) release plan shall be as per MCL directive, Transporter shall be liable for all required obligation as per terms & condition of this contract.
- 1.3** It shall be the responsibility of the transporter to receive RDO (Road delivery order) from MCL, Burla and send scan copy of the same to Facor Power Ltd for applying mining permit in online if require.
- 1.4** It shall be the responsibility of the transporter to obtain mining permit from respective Mining Circle immediately after getting the RDO .
- 1.5** The Transporter shall be solely responsible for feeding of RDO (Road delivery order) at Mines area with all documents like Mining permit, authorization copy, sale intimation letter and other necessary documents immediately after issuance of mining permit by the Office of the Deputy Director of Mine. Feeding of DO shall be completed by service provider within 3 working days from DO release date.
- 1.6** It shall be the responsibility of the transporter to co-ordinate with MCL for obtaining the clearance for Supply of Coal to FPL, if required.
- 1.7** The transporter shall keep FPL informed about the day to day development in respect of movement status of its trucks.
- 1.8** It shall also ensure proper tarpaulin covering of the truck/ coal so that there is no in-transit loss of the material. The Coal with covered tarpaulin should be seal tagged with minimum 12tags. The tag nos. should be mentioned in the daily loading report and the vehicle will be allowed for unloading after proper checking of tags by the securities. The vehicles found untagged/broken will be penalised for Rs.500/-(Rupees Five Hundred Only) per tag and maximum of Rs.5000/-(Rupees Five Thousand Only) and the same amount will be deducted from your bill.
- 1.9** The transporter shall ensure that all the drivers should have valid driving license for heavy vehicle. No trucks shall be allowed if driver is not having valid driving license.
- 2.0** The transporter shall deploy the vehicle which is fit or fulfil the Mines & Minerals Act like Registration with i3MS, GPS system etc.
- 3.0** It is your responsibility to submit the **MCL bills within 30 days** of the completion of transportation positively.

**A) QUANTITY:**

- a. The quantity is 16000 MT Exclusive auction booked by FPL.

Sl.No	Mines	Month	Qty (in MT)
01	Lingaraj	August-2020	8000
02		September-2020	8000
	<b>Total</b>		<b>16000 MT</b>

- b. FPL shall book the MRN (Material Receipt Note) for the quantity whichever is lesser between MCL weighbridge quantity & FPL Weighbridge quantity.
- c. Quantity recorded as per MRN shall be full and final for all accounting/payment/reconciliation purpose.
- d. Weighment at our plant site weigh bridge will be final & binding on both of us and the maximum permissible weight variance from weigh bridge to weigh bridge shall be  $\pm(0.5\%)$  . If any short receipt being reported after considering tolerance limit the coal cost as per RDO will be deducted from your bill for the quantity short delivered over and above the tolerance limit.

**B) DELIVERY SCHEDULE:**

The RDO quantity should be delivered in the maximum of 40days of the issuance of RDO. In case the transporter fails to lift the coal within 45days from the issuance date of the RDO then the penalty will be levied Rs.272/- PMT against the total quantity gets lapsed of the RDO quantity.

- a. The quantity should be delivered in a cumulative average of approx 200 MT per day from all mines. For multiple Transporters the pro-rata delivered quantity will be applicable. The quantity shall be delivered with equally distributed from all mines.

**C) QUALITY-**

All the quality parameters through this agreement like Guaranteed Total Moisture, GCV, Bonus, & Penalty parameter for each mine are as follows;

**(QUALITY CLAUSE)**

**Total Moisture (%):**

- a. The Transporter shall ensure to deliver the entire RDO quantity within the permissible moisture range. In case the weighted average Total Moisture (TM) for a DO quantity exceeds the said range, the payable quantity shall be normalized as per the below formula:
- b. Permissible Moisture: **15% Max.**
- c. Normalized Quantity: Received Quantity X (100 – TM at FPL)

(100– Guaranteed TM i.e. 15%)

- d. There would be no extra premium for lower moisture.

The below mention GCV band for the respective mines will be applicable. The GCV accounting will be based on “ BIS Standards(IS:1350 Part-I1984) or BIS Standards(IS:1350Part-II-1970) ”

To total moisture will be consider upto **17% in the moon soon season** lifting period (i.e August’2020 to Sept’20 months). In case natural moisture (uncertain rainfall, heavy water sprinkling at mines, fresh wet coal production etc.) increase in the mines at the time of lifting. Maximum consideration of moisture will be decided subject to verification of FPL or test sample from mines. The transporters also take written consent from FPL in this condition.

**Note:** (i) GCV & Moisture – The samples shall be taken at the time of unloading of the coal at our plant. The result of our lab shall be final. However, the transporter of desires, he can ask for joint sampling and testing in writing to FPL and the same will be done. One referral sample shall be kept with FPL lab. The transporter may cross check the analysis in any Central Govt.lab at his own cost.

(ii) For making of payment in case of Bonus and penalty pro rata calculation will be applicable & GCV will be considered on the above BIS standard basis.

Area	Mine	GCV (Kcal/Kg)	Bonus(On Pro Rata)/MT	Penalty(On Pro rata)/MT
Talcher Area	Lingraj OCP	3701-4000	Rs 25/- per 100 Kcal/Kg increase on pro rata basis above 4000 Kcal/Kg	Rs. 50/- per 100 Kcal/Kg decrease on pro rata basis below 3701 Kcal/Kg

(III) If receive the low GCV of coal the followings deduction will be made as under:

- Proportionate Penalty of 100% of landed cost for GCV below the minimum range upto 3000 Kcal.
- Proportionate Penalty of 200% of landed cost for GCV below 2500 to 2300 Kcal/kg range.
- Landed cost to be recovered in case the GCV below 2300 Kcal.

#### D) PAYMENT TERM

- The transporter shall raise invoices as per following norms.
  - The billing shall be done on total tonnage of coal transported. The minimum billing quantity shall be 500 MT or more.
  - GCV bonus bill on the entire RDO quantity on weighted avg. basis.
- The payment shall be released within 10 days after submission of bills at FPL with all concerned / necessary supporting document.
- Payment shall be processed as per under:
  - Party has to submit the bills on the transported quantity only as per actual.
  - FPL shall consider the MRN quantity as final & binding for the purpose of payment.
  - The RDO quantity should be lifted & delivered within the stipulated period of DO. In case

transporter fails to lift the quantity during this period due to which balance quantity lapsed then the penalty will be levied @ Rs.272/- PMT on lapsed quantity.

- iv. GCV bonus & Penalty shall be calculated on MRN quantity only and transporter has to submit the bill accordingly.
- v. Final payment under the RDO shall be made after 15 days of completion of reconciliation. For reconciliation the transporter need to submit required documentation & support as required.
- vi. 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 transporter.

#### **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 Transporter has to submit performance security @10% of the total contract value in the shape of Retain Money/Bank Guarantee/Fixed Deposit in the favour/pledge of FPL until full and final settlement.
- 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) SAFETY COMPLIANCE**

- i. Charges towards any damage of the FPL equipment /material caused due to coal trucks will be deducted from your bill after assessment of our FPL in charge. The assessment of our engineer shall be final and binding for service provider
- ii) The service provider vehicle entering in to factory premises must be comprehensively insured.
- iii) The following Safety rules have been strictly implemented for all coal trucks received inside FPL Premises and that all service providers shall be required to adhere to them.
  - a. Truck driver should have valid driving license. Cleaners/Helpers who do not possess proper driving license should not be allowed for driving. (All the coal trucks entering our plant are being checked for valid driving license. Entry of coal truck drivers who does not possess valid driving license will not be permitted inside).
  - b. Two working head lights, rear lights, rear horn and rear mirror should be in good working condition. Number plates to be available and Vehicle Registration number to be mentioned front and back side legibly in all coal trucks.
  - c. Trucks should not speed limit of 20 KM per Hour inside the factory premises. Any rash

driving shall be penalized on the spot.

- d. No over loading of trucks shall be entertained.
- e. No spillage of coal en route from mines to our plant shall be entertained.
- f. All the general terms and conditions as per our work order should be complied fully.
- g. No Drunk and Drive shall be entertained inside factory premises.
- h. No overtaking of vehicles shall be permitted inside plant premises.

#### **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.

(ONLY FOR TRUCKS 12/14 WHEELERS)

**PRICE BID ANNEXURE**

1. NAME OF TENDERER:
2. ADDRESS OF TENDERER:
  
3. OWNERSHIP STATUS OF THE TENDERER:
4. NAME OF PERSON /OFFICIAL:  
(with designation ) authorized to submit price bid
5. AMOUNT OF EMD:
6. DATE OF OPENING OF TENDER:
7. MINIMUM QUANTITY & TRANSPORTAION RATE Quotation for 16000 **MT** Exclusive auction held on 11.08.2020 by Mjuntion Services Ltd.:

EXCLUSIVE AUCTION FOR THE MONTH AUGUST-20					
SL No	Mines	Month	Qty (in MT)	Total Qty (in MT)	Rate/MT.(Rs.)
01	Lingaraj	August-20	8000	16000 MT	
02		September-20	8000		

Price will remain firm with a variance of +/- Rs.2/- per liter. In case diesel price increase or decrease beyond Rs.2/- per liter then prorate (based on the distance from mines to plant) will be calculated and the transportation cost will revised accordingly.

SIGNATURE OF TENDERER WITH SEAL

- **Note : The bidder will be mostly fill up the both price bid**



(QUOTE ONLY FOR HYVA)

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SIGNATURE OF TENDERER WITH SEAL

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**(DETAILS OF BIDDER TRANSPORTER)**

**Please fillup 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>