



The West Bengal Power Development Corporation Limited

**Bidyut Unnayan Bhaban, Block - LA, Plot No. 3/C, Sector-I I I,
Salt Lake City, Kolkata – 700106**

Notice Inviting Tender No.:

WBPDC/CORP/M&C/NIT/OT/E-12/21-22/030 dtd.03.11.2021

Tender Document

For

**Coal Lifting and Coal Transportation via
Road /RCR from different sources of
MCL coal mines and Wagon Loading at
Rajathatgarh Railway Siding, Odisha**

The General Manager (M&C) , Corporate office of The West Bengal Power Development Corporation Limited (WBPDC) invites participation in the open tender from the resourceful, well experienced and financially sound Agencies/ Companies.

1.	Name of the job	:	Coal Lifting and Coal Transportation via Road /RCR from different sources of MCL coal mines and Wagon Loading at Rajathatgarh Railway Siding, Odisha
2.	NIT NO.	:	WBPDC/CORP/M&C/NIT/OT/E-12/21-22/030 dtd.03.11.2021
3.	Scheduled dates of tendering :		
i)	Bid submission start date	:	03.11.2021
ii)	Bid submission end date & time	:	05.11.2021 AT 14:00 HRS.
iii)	Technical Bid opening date & time	:	05.11.2021 AT 15:00 HRS.
4.	Mode of tendering	:	Open tender , to be submitted in sealed envelope in the tender box at the office of GM (M&C) , Corporate
5.	Estimated cost	:	Rs.7.18 Crore (Without GST)
6.	Contract period	:	3 months
7.	Quantity of coal to be transported	:	62000 MT
8.	Security Deposit	:	3% of total work order value
9.	Name, Designation, Address of the tendering authority	:	The General Manager(M&C) , Corporate The West Bengal Power Development Corp. Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106 Mob: 8336903761

10.	Address for Communication	:	<p>The Deputy General Manager ,M&C, Corporate, West Bengal Power Development Corporation Limited,Bidyut Unnayan Bhaban, 4th Floor, 3/C, LA Block, Sector-III, Bidhan Nagar, Kolkata-700106.</p> <p>Contact No: 8336903884 / 9830616477</p>
11.	Qualifying Requirement :	:	<p>i) Credential of execution of similar type of work should be directly under the Government/ Quasi Govt. organization / Private Organization (listed company in BSE and NSE) / Power Plant during last 7 years ending 31.10.2021 as follows :</p> <p>Three similar completed work each with value(excluding taxes and duties) not less than Rs. 2.87 Crore</p> <p>Or</p> <p>Two similar completed work each with value(excluding taxes and duties) not less than Rs. 3.59 Crore</p> <p>Or</p> <p>One similar completed work with value(excluding taxes and duties) not less than Rs. 5.74 Crore</p> <p><i>Similar work means “Transportation & rake loading of coal / mineral / Overburden / Shale / Extraneous materials / Sand”.</i></p> <p>ii) Average Annual Turnover during last 03 (three) financial years i.e. FY 2017-18 ,FY 2018-19 & FY 2019-20 should be at least Rs. 2.15 Crore.</p> <p>iii) The net worth of each FY 2017-18 ,FY 2018-19 & FY 2019-20 should be positive.</p>
12.	Bid submission process	:	<p><i>The Bidder shall fulfill the said Qualifying Requirements satisfactorily as stipulated hereinabove and submit documentary evidences as applicable.</i></p> <p>Eligible Firms interested may submit their bid physically in accordance with this NIT within the schedule mentioned herein above. Bid submitted through post/ courier must reach within due date & time i.e by 05.11.2021 at 2.00 PM. Bid shall not be entertained if it is submitted through email or after due date & time.</p>

		<p>Part-I (Techno Commercial Bid) and Part-II (Financial Bid) must be separately sealed in separate envelopes and superscribing the words “Techno Commercial Bid” & “Financial Bid” respectively. Two sealed covers should be placed inside a separate cover and sealed, and superscribed with NIT No. & date and time of opening.</p> <p><i>All the documents should be duly signed and sealed by the bidder as mentioned below:</i></p> <p><i>For Part-I : Techno-commercial envelope</i></p> <p>1. Bidder declaration sheet (annexure –I) duly filled alongwith following self attested statutory documents :</p> <ul style="list-style-type: none"> i) PAN card ii) Valid GST Certificate iii) ITR for assessment year 2018-19 , 2019-20 , 2020-21 iv) Valid PF code v) ESI registration Certificate <p>2. QR documents :</p> <ul style="list-style-type: none"> i) Work order alongwith completion certificate issued from the ordering company conforming to QR mentioned in clause 3.(i) ii) Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2017-18 ,FY 2018-19 & FY 2019-20 . <p>For Part II (Financial Bid)</p> <p>Duly filled Price bid format , signed and sealed.</p> <p><i>WBDCL reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. The WBDCL reserves the right to reject any tender or all tenders received at its discretion without assigning any</i></p>
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			<i>reason whatsoever. The WBPDCCL is not necessarily bound to accept the lowest offer.</i>
13.	Bid evaluation	:	Price bid of the technically qualified bidders will be evaluated on item rate basis including GST.
14.	CONDITIONAL AND INCOMPLETE TENDER		<ul style="list-style-type: none"> i. Conditional and incomplete tenders are liable to summary rejection. ii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender. iii. Bidder must quote for all items mentioned in price bid format with all cells filled-up must be submitted. Non-submission of this sheet and partial quoting will lead to rejection of the bid. iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act. v. All the submitted documents will have to be attested by the bidder with official seal of the agency / company . vi. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for

			<p>entrusting the same to more than one agency/company.</p> <p>vii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof.</p> <p>viii. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCCL shall bear no liability whatsoever.</p> <p>ix. Any document asked for clarification or any shortfall documents against submitted tender submitted by the bidder shall become the property of the WBPDCCL and The WBPDCCL shall have no obligation to return the same to the Bidder for any reason whatsoever.</p>
15.	Validity of bid	:	<p>Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid.</p> <p>(a) The quoted prices shall remain firm till completion of the contract.</p> <p>(b) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.</p>
16.	Scope of Work	:	<p>Lifting and transportation of raw coal from different sources of MCL coal mines to Rajathatgarh Railway Siding, Odisha via Road /RCR and Wagon Loading at Rajathatgarh Railway Siding, Odisha for transportation of coal to BkTPP and SgTPP as per requirement of WBPDCCL.</p> <p>Scope includes :</p> <ol style="list-style-type: none"> 1.Taking delivery of raw coal from MCL mines with necessary follow up. 2.Transportation of coal to Rajathatgarh Railway Siding, Odisha. 3. Arrangement of empty rakes with all necessary liaison /expediting with Railway Authorities . The responsibility of arranging rakes will lie

			<p>solely with the party. WBPDC will not bear any responsibility in any way for unavailability of empty rakes.</p> <p>4.Responsibility of coal transportation by rail to BkTPP and SgTPP also lies with the party.</p> <p>5.The size of coal (-100 mm) approx.</p> <p>6. Daily coal lifting status from MCL areas alongwith balance coal stock available at source (MCL) has to be intimated to the Controlling Officer ,WBPDC.</p> <p>7. Any issue related with lifting of coal at source(MCL) and coal transportation has to be intimated to the Controlling Officer ,WBPDC.</p> <p>WBPDC will authorize the party to draw raw coal in its favour as per mentioned quantity. As per release order/DO ,instruction and requirements of WBPDC, the Party shall organize receipt and handling of raw coal which will be supplied by MCL . Raw coal will be supplied by MCL to the party as per allotment of WBPDC.</p> <p>Follow up activities with various agencies viz. Railway , MCL for all jobs related to execution of work shall be the responsibility of the party. Monitoring of loading of coal at loading point and lodging of loading complaints ,if any with respective authorities regarding the quality and quantity should be done by the party. Copies of such complaints shall be provided to Controlling Officer ,WBPDC.</p> <p>Railway freight and raw coal cost shall be paid by WBPDC to Railways and MCL respectively.</p> <p>The party on behalf of WBPCL shall adhere to schedule given by MCL for receiving raw coal .</p>
17.	PENALTY	:	<p>1. PENALTY FOR SHORTAGE OF COAL</p> <p>In case, there is any variation beyond the permissible limit of 0.5 % in the quantity of coal transported as per the weighment at the loading end(MCL) Weigh Bridge and R/R weighment, the recovery for such short fall shall be made at the rate of DOUBLE the price of Coal from the bills of the contractor.</p> <p>The transportation charge should be given on the R / R weighment on monthly reconciliation basis. The places where the weighbridge exists both at the loading & unloading end, weighment should be taken at both ends.</p> <p>2. PENALTY CLAUSE FOR DEMURRAGE</p>

			<p>a) The contractor shall ensure that there is no detention of wagons at the railway siding due to failure of transportation of sufficient quantity of coal to the siding and in case of such failure the contractor shall be held responsible and demurrage if any, paid by the WBPDCCL shall be recovered from the contractor's bill / dues / security deposit.</p> <p>b) The contractor engaged for loading the Railway Wagon, shall also ensure that wagons are loaded as per their capacity and no overloading and under loading is done. The loading of wagons should be done under strict supervision of the contractor, who will ensure that no overloading and under loading is done.</p> <p>c) Penalty for Overloading:</p> <p>Any penalty imposed by Railway for overloading of wagons shall be shared between WBPDCCL and the concerned agency / contractor on equal share basis.</p> <p>d) Penalty for under loading: Any idle freight due to under loading of wagons if incurred by WBPDCCL then it shall be shared between WBPDCCL and the concerned agency / contractor on equal share basis. The determination of Ideal freight will be as follows rake to rake basis.</p> <p>IDEAL FREIGHT = Freight payable per ton as per RR*[(Chargeable Wt. + Penal Over Load) – (Actual Wt. + Under loading wt. refund from Coal Company)]. Such deduction will be made after receiving the Coal Bill.</p> <p>e) The work shall have to be performed by the contractor round the clock on all the days or as advised by the WBPDCCL Controlling Officer.</p>
18.	PRICE	:	<p>Price Basis: The bidder must quote the rate as per annexure-II. The quoted rate should be inclusive of GST and shall remain "firm" till execution of the contract</p> <p>GST : The quoted rate should be inclusive of GST as applicable. The Bidder must mention the SAC Code against the subject item.</p>

19.	TERMS OF PAYMENT	:	<p>The party shall submit monthly running on account bills supported with receipted challans for the measurement of work/certified by the official authorised by the WBPDC for the purpose.</p> <p>a. Progress Payments:</p> <p>i) 90% payment of the bill may be done on monthly basis after submission of bill to the controlling officer & due certification by him.</p> <p>ii) Payment of 10% of the bill value retained as security deposit may be refunded/ returned after three (03) months of the completion of the job or after completion of all preceeding related to any statutory dues/outstanding receivable from contractor, whichever is later.</p> <p>iii) Tax Invoice(s) needs to be issued by you for raising claim showing separately the tax charged in accordance with provisions of GST Act,2017.</p> <p>iv) The party has to submit RRs and rake loading certificate duly authenticated by MCL Agent during submission of invoices.</p>
20.	Security Deposit	:	<p>The Security Deposit shall have to be submitted by the successful bidder within 5 working days from the date of issuance of LoA.</p> <p>3% equivalent of total contract value is to be deposited by the successful bidder in the form of Bank Guarantee, drawn in favour of 'The West Bengal Power Development Corporation Limited' from any Nationalized Bank/Scheduled Bank valid for the entire contract period. This Security Deposit will be released after completion of contract period without any interest with a claim period of three months.</p>
21.	Controlling Officer	:	<p>The General Manager (FM) , Corporate or his authorised representative</p>
22.	ENVIRONMENTAL CLEARANCE	:	<p>The successful bidder shall be responsible for maintaining an environmental friendly manner as per norms laid down by Central and State Pollution Control Boards / Authority.</p>
23.	TERMINATION		<p>A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY/FIRM</p> <hr/> <p>If the agency fails to execute whole or part of the works within the time period(s) specified in the contract, or any</p>

		<p>extension thereof granted; and/or</p> <p>If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted .</p> <p><i>The WBPDCCL reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:</i></p> <ul style="list-style-type: none">a) Unsatisfactory performance of the contracted work,b) Involvement in action causing breach of peace and discipline within the WBPDCCL/ area premises,c) Failure to comply with terms and conditions of the contract,d) Moral turpitude,e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,f) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDCCL. <p>B. TERMINATION OF CONTRACT FOR INSOLVENCY</p> <hr/> <p>If the agency/firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the agency/firm, provided-that such termination will not prejudice or affect any right of</p>
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			<p>action or remedy which has accrued or will accrue thereafter to WBPDCCL.</p> <p>C. TERMINATION OF CONTRACT FOR WBPDCCL'S FAILURE/CONVENIENCE</p> <hr/> <p>After placement of the contract, there may be an unforeseen situation compelling WBPDCCL to cancel the contract. In such a case, <i>the WBPDCCL reserves the right to terminate the work by giving 15 days notice by displaying such notice on the colliery/ Area notice board and also sending to the agency/firm for cancellation of the contract, in whole or in part without assigning any reason.</i> The notice shall also indicate the date from which the termination will become effective. <i>The measurement of the transportation shall in such eventuality, be taken upto the date of such termination by the WBPDCCL.</i></p> <p>D. RECOURSE AVAILABLE TOWBPDCCL IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)</p> <hr/> <p>If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:</p> <p>a) Forfeiture of the performance security;</p> <p>b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, works unexecuted may be executed adopting alternative recourses at the sole risk and cost of the agency/firm. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the agency/firm.</p>
24.	FORCE MAJEURE	:	<p>Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by</p>

			<p>fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure. Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Execution of work/ supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continues for a period exceeding 120 days(for works)/ 90 days(for goods), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.</p>
25.	HANDLING OF SUITS	:	<p>All legal suits against any executing contractor arising out due to the fault exclusively on the part of the WBPDCCL, shall be handled and / or contested by the WBPDCCL and the expenses in such legal cases shall be borne by the WBPDCCL.</p> <p>If such litigation arises out due to any fault on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.</p>
26.	DISPUTE RESOLUTION	:	<p>If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached.</p> <p>Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.</p>

			<p>If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party , the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court , Calcutta .</p> <p>The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.</p> <p>The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.</p> <p>The seat of arbitration shall be Kolkata, West Bengal, India</p>
27.	GOVERNING LAW & LEGAL JURISDICTION	:	<p>This NIT and subsequent work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this work order.</p> <p>Any or all action(s) and proceeding(s) arising out of or in relation to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in Kolkata, West Bengal and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and /or proceeding(s) to the exclusion of all other court(s).</p>
28.	BLACKLISTING	:	<p>Vendor may be blacklisted as per WBPDCCL's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings.</p>
29.	DEVIATION	:	<p>No deviation is accepted.</p>

Annexure –I

Bidder declaration sheet

A. I, ----- on behalf of ----- (name of the company / partnership firm) ----- do hereby declare that I have gone through all the provisions of NIT No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I, _____ on behalf of M/s. _____ (name and address of the bidder) hereby declare that M/s. _____ (name of the bidder) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last _____ year(s).

C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :

Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)

Signature of Bidder / Authorised representative

Seal of the Company

Bidder's Letter Head

Price-Bid

Subject: Coal Lifting and Coal Transportation via Road /RCR from different sources of MCL coal mines and Wagon Loading at Rajathatgarh Railway Siding, Odisha

NIT : WBPDC/CORP/M&C/NIT/OT/E-12/21-22/030 dtd.03.11.2021

The bidder must quote the Price Bid accepting all terms and condition of the tender document. No deviation of any clauses will be allowed.

SAC Code (for transportation)	
SAC Code (for Handling)	

Sl. No	Name of the Source(MCL coal mines)	Quantity to be handled (approx.)	Unit Price without GST (in Rs. / MT) for Transportation	Unit Price without GST (in Rs. / MT) for Handling	Unit Price without GST (in Rs. / MT) (for Transportation + Handling)	Total GST (Rs. /MT)	Total Price with GST (in Rs. / MT)
1.	Hingula	23000 MT					
2.	Balram	17000 MT					
3.	Bharatpur	10000 MT					
4.	Ananta	6000 MT					
5.	Jagannath	6000 MT					

N.B:

i) Above price is firm and no price escalation during the period of the contract will be entertained.

Seal and Signature of the Bidder