



TALWANDI SABO POWER LIMITED

Tender Specification No: TN/CM/23/TSPL/2018-19

BIDDING DOCUMENT

For

ACTIVE MINE MANAGEMENT

For

**TALWANDI SABO POWER LIMITED (OWNER)
1980 MW SUPERCRITICAL THERMAL POWER PLANT
(3 X 660 MW)
AT VILLAGE BANAWALA, DISTT. MANSA,
PUNJAB, INDIA**

09th MAY 2018

1. INSTRUCTIONS TO BIDDERS

The scope of work under this specification covers the job of arranging coal supplies to Talwandi Sabo Power Limited, Mansa by Rail from M/s Mahanadi Coalfields Limited mines at Talcher, IB Valley Area against the Coal allocated by the MCL. Coal being vital input, ensuring uninterrupted supplies as per the quantity and quality requirements set out in contract is the essence of services to be rendered by Contractor. The detailed scope of work for Coal Lifting & Transportation management Agency is as follows:-

2. SCOPE OF WORK

- I. Contractor will ensure 100 % materialization of contracted quantity within permitted time frame on monthly basis by MCL and/or Railways.
- II. Contractor will ensure the allocation from desired fields required grade of Coal as per this contract.
- III. Contractor will ensure timely consent, allotment and loading/dispatch of rakes and supervise by deploying sufficient manpower at the loading point and ensuring proper quantity and quality coal loaded and the coal is free from shale/stone, big size boulders and other foreign ingredients and also to ensure for providing 100% (-100) mm crushed coal.
- IV. Contractor will ensure boulders, stones & shale are not loaded into rakes for TSPL.
- V. Contractor will ensure that under loading is avoided and will load the wagons as per the permissible carrying capacity of the rake as mentioned in the relevant railway & MCL circular and minimize dead freight.
- VI. Contractor will ensure timely dispatch of rakes by arranging the required power & crew immediately after loading.
- VII. Contractor need to take all statutory approvals for dispatching Coal from Mine(s) to TSPL i.e. Indent placement for rake, EDRM approval etc.
- VIII. Contractor will coordinate MCL/Mines staff/Railway Authorities for the smooth and continuous flow of rakes from respective sidings.
- IX. Contractor will ensure rake movement as per plant requirement.
- X. Contractor will coordinate, follow up and inform us for the linkage rakes status which are in transit from the point of dispatch from loaded siding to till receipt at TSPL.
- XI. Contractor will ensure that no bulged wagons are dispatched to TSPL power plant. In case a bulged wagon is dispatched then any kind of delay or penalty incurred to TSPL due to demurrage charges shall be payable by Contractor.
- XII. Contractor will collect the Coal bills and provide other original documents from the MCL/Railways immediately and forward the same to our plant. Similarly, CONTRACTOR will also take up with MCL/Railways for obtaining refund against amounts due to us for various reasons.
- XIII. Contractor will ensure submission of necessary letters to railways/MCL on our behalf and arranging acknowledgement of the same.
- XIV. Contractor will support TSPL for carrying out reconciliation of linkage coal on quarterly basis with MCL & Railways, if any.
- XV. Detailed plan of rake supplies to be given in writing or in mail for the given month before commencement of rake supplies.
- XVI. Contractor will provide daily linkage MIS report to TSPL through mail for:

- About MCL coal program allocation and offer to TSPL.
 - Program & Allotment of rakes for loading by railways/EDRM to TSPL.
 - Balance rake remaining to be loaded for TSPL.
 - Daily coal rake dispatch by MCL at Talcher, IB Valley Area.
 - RR copy within 48 hrs from the date of loading.
 - Position of Rakes and arrival time.
- XVII. No Service Charge shall be paid for coal consigned to TSPL but diverted by Railways to Plant other than TSPL. No Service Charge shall be payable for the coal received by diversion at TSPL which was originally booked for and belong to any Plant other than TSPL.
- XVIII. Reconciliation with MCL Kolkata for Coal Bills & other related documentation.
- XIX. Support in documentation for Performance Incentive/penalty.
- XX. Handling of disputes with respect to FSA.
- XXI. CIMFR co-ordination.
- XXII. Contractor needs to submit the complete manpower details covering Name, qualification & contact details within 07 days of signing of this contract who will be respectively deputed at Talcher, IB Valley, MCL/CIL Kolkata, Railways, EDRM office Kolkata & also at other relevant locations which are not stated above.
- XXIII. The scope of work has been detailed as above but in case any items is omitted from the Scope of Work but otherwise required to complete the work then such items shall be deemed as included in the Scope of work without any additional financial liability to TSPL.

3. PRICE BID FORMAT

3.1 MATERIALIZATION

Fixed Materialization Charges: INR __ PMT.

| Materialization | |
|-----------------|--------------------------------------|
| >95% | Bonus of __ PMT on total quantity. |
| 90%-95% | Bonus of __ PMT on total quantity. |
| 80%-90% | No Bonus/Penalty. |
| 70%-80% | Penalty of __ PMT on total quantity. |
| 60%-70% | Penalty of __ PMT on total quantity. |
| <60% | Penalty of __ PMT on total quantity. |

Materialization on Monthly Allocation:

- Materialization will start from 2nd/3rd/4th day of every month till 3rd day of next month.
- For materialization penalty, Qty = (No. of rakes lapsed X 3894 MT) will be considered.
- Materialization achievement % for the calculation of Bonus/Penalty is to be done based on the Monthly Scheduled Quantity (MSQ) as per FSA,

i.e.
$$\frac{(\text{No. of rakes loaded from Monthly quota including Supplementary rakes}) * 100}{(\text{Monthly quota of No. of rakes sanctioned by MCL including Supplementary rakes})}$$

and will not be calculated based on the arrival of rakes at TSPL.

3.2 GCV (ARB) RECEIPT AT TSPL:

Fixed Charges for all Sidings: INR __ PMT

| Talcher | BOCM | LOCM | |
|----------------------------|----------------------------|----------------------------|-----------------------|
| 3400 & Below 3400 | 2800 & Below 2800 | 2800 & Below 2800 | Penalty of INR __ PMT |
| Above 3400 and up to 3500. | Above 2800 and up to 2900. | Above 2800 and up to 2900. | Penalty of INR __ PMT |
| Above 3500 and up to 3600. | Above 2900 and up to 3000. | Above 2900 and up to 3000. | Penalty of INR __ PMT |
| Above 3600 and up to 3650. | Above 3000 and up to 3050. | Above 3000 and up to 3050. | No Bonus/No Penalty |
| Above 3650 and up to 3750. | Above 3050 and up to 3150. | Above 3050 and up to 3150. | Bonus of INR __ PMT |
| Above 3750 and up to 3850. | Above 3150 and up to 3250. | Above 3150 and up to 3250. | Bonus of INR __ PMT |
| Above 3850 and up to 3950. | Above 3250 and up to 3350. | Above 3250 and up to 3350. | Bonus of INR __ PMT |
| Above 3950 and up to 4050. | Above 3350 and up to 3450. | Above 3350 and up to 3450. | Bonus of INR __ PMT |
| Above 4050. | Above 3450. | Above 3450. | Bonus of INR __ PMT |

Any changes may be done at Bidder's end for increase in GCV Band.

3.3 SHORTAGES

| Shortages % | |
|-------------|----------------------------|
| >+0% | Flat Bonus @ INR __ PMT. |
| 0% to -1% | No Bonus/No Penalty. |
| Below -1% | Flat Penalty @ INR __ PMT. |

$$\text{Shortage \%} = \frac{[(\text{Weight at TSPL end}) - (\text{Loading weight at MCL end})] * 100}{(\text{Loading weight at MCL end})}$$

where,

- Loading weight at MCL end is RR weight billed by MCL to TSPL.
- In case of skipping of Weighment at TSPL end, MCL Weighment shall be considered for billing purposes.

3.4 TALCHER IB ALLOCATION:

| Talcher: IB Ratio | |
|---|-----------------------------------|
| For 100% Ib allocation | Penalty of INR __ PMT on GRN qty. |
| For Talcher: IB ratio above 0:100 & up to 10:90 | Penalty of INR __ PMT on GRN qty. |
| For Talcher: IB ratio above 10:90 up to 20:80 | Penalty of INR __ PMT on GRN qty. |
| For Talcher: IB ratio above 20:80 up to 30:70 | No Bonus No Penalty. |
| For Talcher: IB ratio above 30:70 up to 40:60 | Bonus of INR __ PMT on GRN qty. |
| For Talcher: IB ratio above 40:60 up to 50:50 | Bonus of INR __ PMT on GRN qty. |
| For Talcher: IB ratio above 50:50 up to 60:40 | Bonus of INR __ PMT on GRN qty. |

- Allocation % to be calculated = $\frac{(\text{No. of rakes sanctioned from Talcher})}{(\text{No. of rakes sanctioned from Talcher \& IB})}$

- All calculations to be done on Monthly weighted basis (Materialization, GCV, Shortage).
- GRN quantity, i.e. Lower of RR weighment and Weight recorded at TSPL Weigh Bridge (TSPL weighment) shall be considered for all payment purposes (Materialization, GCV, Shortage, Talcher Ib Ratio).
- GCV Bonus/Penalty to be calculated separately for Talcher/LOCM/BOCM.
- Shortage Bonus/Penalty to be calculated on Total qty (Talcher+LOCM+BOCM)
- Talcher Ib allocation Bonus/Penalty to be calculated on Total qty (Talcher+LOCM+BOCM)
- Bills to be raised on Monthly rake quota basis as allocated by MCL for which Sanction is released.

3.5 RAKE ESCORTING CHARGES PER RAKE FROM MCL (DOMESTIC COAL)

3.6 RAKE ESCORTING CHARGES PER RAKE FROM PORT (IMPORT COAL)

3.7 WAGON REPAIR CHARGES PER RAKE (for Talcher only)

3.8 TARPAULIN CHARGES

3.9 ADDITIONAL COAL

4. ELIGIBILITY CRITERIA (TECHNICAL BID)

| Criteria | Proof to be attached |
|---|---|
| 4.1 Quantity handled should be 5 Million MT in any of last 3 years (i.e. FY 15-16, 16-17, 17-18) | 4.1.1 Contract Copy / Performance certificate of already executed similar works to be attached 4.1.2 Details of work similar to that mentioned in this bid document during past 3 years and orders currently under execution |
| 4.2 Turnover more than 20 Crores INR per annum for last 3 years (i.e. FY 15-16, 16-17, 17-18) | 4.2.1 Certificate from Statutory Auditors |

5. The Bidder shall keep the offer open for acceptance by TSPL for a minimum period of 90 days within which period the Bidder shall have no right to withdraw, revoke or cancel his offer or vary the offer given or any term thereof.

6. The Bidder shall submit the proposal in One original hard copy with one soft copy on a pen drive.

7. The bid shall be addressed to:-

Head Commercial
Talwandi Sabo Power Limited
Mansa - Talwandi Sabo Road
Village Banawala
Distt. Mansa (Punjab)
Phone 01659-248034

8. The bid shall be submitted in two separate sealed envelopes

8.1 Envelope No. 1 shall contain:

8.1.1 Bidder's organization chart including the competency details for complete work as per the Scope in this Document.

8.1.2 Signed copy of bid document as a token of acceptance of Terms & Conditions and Scope of Work.

8.1.3 Technical Bid as per Clause No. 4

8.1.4 Earnest Money Deposit (EMD)

8.2 Envelope No. 2 shall contain:

8.2.1 Price schedule as per Clause No. 3.

8.3 The bids, complete in all respects should be received by 05th June 2018 11:00 AM at Talwandi Sabo Power Limited, Punjab.

8.4 Firstly, Envelope No.1 will be opened. Envelope No. 2 containing price bid will be opened only after bringing technical/ commercial at par after receipt of written clarifications/ discussions.

8.5 TSPL is not bound to accept the lowest or any other Bid. TSPL reserve the right to negotiate with any of the bidder during course of order finalization.

8.6 All expenses in relation to Bid to be borne by the Bidder.

8.7 TSPL reserves the right to amend the above schedule or modify / cancel the bid process at its own discretion. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the schedule.

9. EVALUATION CRITERIA

The bid will be evaluated on the basis of the following criteria: -

- a. Bidders quality of technical / commercial offer for providing relevant services
- b. Bidder's price proposal.

10. GENERAL CONDITIONS OF CONTRACT

a) EARNEST MONEY DEPOSIT:

Party will have to submit EMD of INR 10 lacs value along with price bid in the form of DD or bank guarantee in favour of M/S Talwandi Sabo Power Limited with validity of 90 days. Price Bids submitted without EMD will be rejected.

b) PAYMENT TERMS / SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE

- a. 95% of the payment will be made to the Contractor for the bill raised on monthly basis and remaining 5% will be on hold and will be released at the end of the contract.
- b. In case contractor submit PBG equivalent to 5% of amount which would be released at the end of contract then in such case 5% amount which is kept on hold will be released.
- c. Within ten (10) working days after receipt of Contract, the Contractor(s), if required, shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's proforma) for an amount equivalent to 5% of Basic Contract value from any of the Indian

Nationalized Bank or scheduled bank encashable at Mansa/Bathinda branch. The Security Deposit Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for the period 6 months beyond the period of Agreement.

- d. Contractor is required to submit the duly certified quality report, R/R No., Invoice No., No of wagons and the net weight along with the bills/invoice, without which bills shall not be acceptable.
- e. Payment will be made to the Contractor within 30 days from the day of submission of the bill for the service charges.
- f. Invoices, and all other supporting and statutory documents to be submitted in original to TSPL.
- g. All the Bank Guarantees shall have a claim period of 6 (Six) months from the date of expiry and shall be extended at the instance of the Owner, if required. However, in case reasons are not attributable to contractor extension will be considered with mutual agreement.