

# **MSTC LIMITED**

(A Government of India Enterprise)  
225F, AJC Bose Road, 2<sup>nd</sup> Floor  
Kolkata – 700 020

Telephone : 033-22900964

Website : [www.mstcecommerce.com](http://www.mstcecommerce.com)

## **Enquiry for Non – coking Coal of Indian origin for supply to Thermal Power Plants of WBPDC**

Note : Only those vendors who have got themselves registered as Coal Vendors by filling up the Vendor Registration Form and submitted all necessary documents shall be eligible to participate in this tender subject to submission of requisite EMD. This tender document, each page duly signed and stamped, along with requisite EMD has to be submitted in a sealed envelop superscribing the same with the Tender Number and Date of submission. The envelop should be dropped in the tender box kept in the Coal Cell of MSTC Limited at 225 F, AJC Bose Road, 2<sup>nd</sup> Floor, Kolkata – 700 020 by 4 PM on the last working day prior to the date of e-tendering for price bidding. Tenders received after the closing time shall not be considered. Tenders may also be sent by post / courier; however MSTC Limited shall not be responsible for late receipt or non receipt of the same. Tenderers are advised not to put any condition or remark anywhere in this tender document (except for places assigned for signature and Name of the tenderer); non compliance may lead to rejection of the tender.

### **Tender No : MSTC/HO/CC/WBPDC/Domestic Coal Supply/10-11/T-07**

Date of e-tender on [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) for price bidding : 10.11.2010

Last date of submission of tender paper with EMD : 09.11.2010

MSTC Limited invites offers from eligible vendors registered with it for supply and delivery of non coking coal of Indian origin to WBPDC's Power stations as mentioned below;

Sl No.	Power Station	Nearest Railway Station	Wagon Type
1	Kolaghat TPS	Mecheda, SE Railway	BOBRN or 'N'BOX
2	Bandel TPS	Tribeni, Eastern Railway	'N'BOX
3	Bakreswar TPS	Chinpai, Eastern Railway	BOBRN or 'N'BOX
4	Santaldih TPS	Santaldih, SE Railway	BOBRN
5	Sagardighi TPS	Monigram, Eastern Railway	BOBRN

The following points are to be considered:

1. Quantity of Coal: 1,11,000 MT (30 rakes @ 3700 MT/rake) +/- 5 % as per following break up:

Sl No.	Power Station	Quantity required (MT) +/- 5%	No. of rakes
1.	Kolaghat TPS	18,500	05
2.	Bandel TPS	18,500	05
3.	Bakreswar TPS	18,500	05
4.	Santalalih TPS	18,500	05
5.	Sagardighi TPS	37,000	10

2. Mode of delivery: Coal has to be loaded onto rakes and delivered to Power Stations by rail. Each rake shall consist of 59 boxes.

3. Repeat order may be placed at the discretion of WBPDCCL after successful completion of supply of initial ordered quantity.

4. Date of submission of Rate: Through e-tender to be held on date mentioned above. Submission through email will not be accepted.

5. Supply tenure: Supply should start within 10 days from the date of Purchase Order. Completion of supply should be within 30 days from the date of Purchase Order.

6. EMD: EMD @ Rs 3,70,000 (Rupees Three Lakh Seventy Thousand only) per rake is to be deposited along with the tender within the date as mentioned above by DD/PO in favour of MSTC Limited payable at Kolkata. EMD should be deposited for the total quantity required at any Power Station(s) where the tenderer wishes to supply coal. Bidding for part quantity in any Power Station is not permissible and hence EMD for part quantity will not be acceptable. EMD of the successful tenderer shall automatically get converted to Performance Guarantee and shall be retained by MSTC Limited till the satisfactory completion of the contract. EMD of unsuccessful tenderers shall be returned by MSTC Limited. No interest will be paid by MSTC to the tenderer on the EMD amount.

7. Rate : To be quoted per MT on delivered to Destination basis (Landed Rate) for the full quantity required at any Power Station. Bidding for supply of part quantity at any Power Station is not permissible. Landed Rate for each Power Station shall have to be quoted separately in the e-tender. The lowest landed rate against each Power Station shall be considered for acceptance and all subsequent actions including issue of Purchase Order and payment to coal supplier.

8. Validity of Bid : The rate quoted by the tenderer shall remain valid for at least 15 (fifteen) working days from the date of price bidding (e-tender).

9. Source of coal: Coal can be supplied from any location as per supplier's convenience. However, coal supplied from collieries located nearby the Power Stations of WBPDCCL will be preferred.

#### 10. Bidding methodology and bid evaluation:

The e-tender for price bid against this tender shall be conducted on [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) on the above mentioned date and time. To be able to participate in the e-tender, vendors need to register themselves as suppliers with the above stated website. During the process of registration, vendors shall generate their own user name and password which should be kept secret to prevent any misuse. The vendors also need to take Class II or Class III type Digital Signature Certificate as the same will be necessary to sign their bids on-line. The registered vendors who submit this tender document and EMD by the stipulated date and time shall become eligible to participate in the e-tender and submit their price bids.

The price bid template shall have the following details.

Sl No.	Power Station	Quantity required (MT) +/- 5%	Landed rate per MT (Rs/MT) (to be quoted by the bidder)	
1.	A	Q1	R1	BID
2.	B	Q2	R2	BID
3.	C	Q3	R3	BID
4.	D	Q4	R4	BID
5.	E	Q5	R5	BID

The bidder has to quote the landed rate per MT against the Power Station where he wishes to supply coal and click on the BID button. A tenderer can submit his price bid in the e-tender only once against any Power Station. Bid once submitted against one destination (Power Station) can not be recalled or changed. Therefore, tenderers are advised to exercise caution while quoting their price bids. Depending on the amount of EMD deposited, a tenderer may bid against as many Power Stations as he wishes. On clicking the BID button, the bid will have to be signed by the bidder with his Digital Signature. Unless the bidder submits his bid with his Digital Signature, the same will not be recorded in the System and it will be considered that the bidder has not submitted any price bid. Under such condition, no claim / correspondence will be entertained from the bidders.

The above template is only illustrative and may vary from e-tender to e-tender.

The price bids received from the bidders will be considered and the lowest of them shall be the L1 price (Landed rate). In case of tie for the lowest bid, order quantity may be split among the vendors quoting the lowest price and MSTC's decision in this regard shall be final and binding.

#### 11. Issuance of Purchase Order:

Upon acceptance of the bid by WBPDC, MSTC shall issue Purchase Order in duplicate in favour of the successful vendor. The Purchase Order shall mention the bid price as the rate of coal and the supplier shall be paid at this rate. The vendor shall sign and return a copy of the Purchase Order to MSTC within three working days

from the date of issue of the same as proof of his acceptance of the Purchase Order. The acceptance of the Purchase Order shall form the contract between MSTC and the vendor. In case, the vendor does not accept the Purchase Order, it will be deemed that he is not interested in honouring the bid submitted by him and under such circumstances, his EMD for the quantity, for which Purchase Order was placed, shall be forfeited without any further reference to him. No correspondence / complaint in this regard shall be entertained.

## 12. Taxes and duties :

a) Although the rate to be quoted are on delivered to destination basis , the supplier should submit Tax invoice on MSTC for supply of material rake wise clearly stating the coal value excluding Sales Tax and Sales Tax elements (VAT or CST) separately.

b) If sale is within the state of West Bengal, the supplier should raise WB VAT invoice.

c) If the sale is effected in Sale-in-transit / Subsequent sale as per sec 6(2) of CST Act. Supplier-Out side WB may sell to MSTC, sending material through Railway Rake where RR will be in the name of MSTC or Account MSTC and WBPDC Power Station as destination, charging CST. In this case Supplier outside WB has to issue E-1 form to MSTC and MSTC shall issue "C" form to the supplier. Alternatively, supplier can

(i) produce RR endorsed in favour of MSTC Limited,

(ii) In case the supplier purchases the coal from other party and supplies to MSTC by endorsing the RR, RR will be either in the name of supplier or has been endorsed in favour of the supplier. The supplier shall endorse the RR in favour of MSTC Limited. The supplier will, in this case, charge nil CST to MSTC. MSTC will provide 'C' Form to the supplier on receipt of E-II form from the supplier.

(iii) In all cases, the destination in the RRs should be the respective Power Stations of WBPDC.

## 13. Specification of Coal:

### A. For Kolaghat, Bandel and Bakreswar TPS.

Sl No.	Parameter	Desired Value
1.	GCV (ADB)	Minimum 4100 Kcal/Kg
2	Total Moisture (ARB)	12% Max
3	Volatile Matter	20% to 30%
4	Size	5 mm to 200 mm (Less than 5 mm -Max 5%)

### B. For Santaldih and Sagardighi TPS.

Sl No.	Parameter	Desired Value
1.	GCV (ADB)	Minimum 3800 Kcal/Kg
2	Total Moisture (ARB)	12% Max
3	Volatile Matter	20% to 30%
4	Size	5 mm to 200 mm (Less than 5 mm -Max 5%)

14. Conditions for deduction from payment :

**A. For Kolaghat, Bandel and Bakreswar TPS**

Sample will be taken from each rake and the parameters like GCV, Total Moisture and Volatile Matter will be evaluated on the basis of coal received at Thermal Power Stations. Coal sampling and testing will be done on rake to rake basis and deduction of payment, if any, shall be on rake to rake basis. Any adverse deviation from the offered parameters will be penalized and payment on this ground will be deducted as below;

i) For shortfall in GCV: Suppose received GCV is X

- (a) If X is between 4100 Kcal/Kg and 3600 Kcal/Kg, then penalty will be calculated as  $[(4100 - X) / 4100] \times \text{Landed rate per MT}$ .
- (b) If X is between 3600 Kcal/Kg and 3000 Kcal/Kg, penalty will be calculated as  $(4100 - 3600) / 4100 \times \text{Landed rate per MT}$  plus  $2 \times (3600 - X) / 3600 \times \text{Landed rate per MT}$
- (c) If X is below 3000 Kcal/Kg, payment would be made at the rate of Re 1/- per MT only for received quantity of coal

(ii) If the Total Moisture (ARB) exceeds 12%, then there will be adjustment in weight of coal received to the tune of excess percentage of moisture over 12%. For example, if Total Moisture (ARB) is found to be 14%, then the weight of the coal received shall be reduced by  $(14\% - 12\% = 2\%)$ . Thus, payment shall be computed on 98% of the weight of the coal received..

iii) For volatile matter (VM) less than 20% : Suppose VM is Y, then penalty for Y less than 20% will be calculated as  $[(20 - Y) / 20] \times \text{Landed Rate per MT}$ .

**B. For Santaldih and Sagardighi TPS**

Sample will be taken from each rake and the parameters like GCV, Total Moisture and Volatile Matter will be evaluated on the basis of coal received at Thermal Power Stations. Coal sampling and testing will be done on rake to rake basis and deduction of payment, if any, shall be on rake to rake basis. Any adverse deviation from the offered parameters will be penalized and payment on this ground will be deducted as below;

i) For shortfall in GCV: Suppose received GCV is X

- (a) If X is between 3800 Kcal/Kg and 3300 Kcal/Kg, then penalty will be calculated as  $[(3800 - X) / 3800] \times \text{Landed rate per MT}$ .
- (b) If X is between 3300 Kcal/Kg and 3000 Kcal/Kg, penalty will be calculated as  $[(3800 - 3300) / 3800] \times \text{Landed rate per MT}$  plus  $2 \times (3300 - X) / 3300 \times \text{Landed rate per MT}$
- (c) If X is below 3000 Kcal/Kg, payment would be made at the rate of Re 1/- per MT only for received quantity of coal

ii) If the Total Moisture (ARB) exceeds 12%, then there will be adjustment in weight of coal received to the tune of excess percentage of moisture over 12%. For example, if

Total Moisture (ARB) is found to be 14%, then the weight of the coal received shall be reduced by (14% - 12% = 2%). Thus, payment shall be computed on 98% of the weight of the coal received.

iii) For volatile matter (VM) less than 20% : Suppose VM is Y, then penalty for Y less than 20% will be calculated as  $[(20 - Y)/20] \times \text{Landed Rate per MT}$ .

No premium will be paid if the limits go high for GCV and VM and Low for Total Moisture.

15. Payment: 75% payment will be made within 30 days on receipt of material at Thermal Power Stations and balance 25 % payment will be made within 30 days after receiving the test certificates for the particular rake after making adjustments, if any, subject to receipt of payments from WBPDCCL. All payments will be made by MSTC to the coal supplier only after receipt of payment from WBPDCCL. MSTC shall not be held responsible for any delay in releasing payment to the coal supplier which may be caused due to delayed release of payment by WBPDCCL.

Formula for determination of payment;

M= Weight of coal received at Power Stations in MT and Landed rate in per MT = L, then total payment due =  $M \times L$  subject to adjustments for quality of coal as per test results.

16. Tests: Tests will be carried out by WBPDCCL's Power Station Chemical Laboratories or by Third Party Agencies (testing agency) deputed by WBPDCCL. Samples may be collected from Thermal Power Plant jointly for tests. The coal supplier may depute his representative to witness sampling of coal by WBPDCCL and/or for collection of his sample. If the supplier's representative is not present at the time of collecting the sample, the sample collected by WBPDCCL's representative will be sent for testing. The results of the test carried out at testing agency's lab shall be treated for adjustments in payments. Cost of collecting samples and testing in lab shall be borne by WBPDCCL. If the supplier is not satisfied with the test results, he may ask for referee sample to be tested in a government lab whose results shall be final and binding. The supplier shall have to bear the cost of such test in the government lab and the same shall be recovered from the amount payable to him.

17. Inspection before Dispatch: A team of Engineers/Officers from WBPDCCL may visit coal supply point to check the quality of coal. Unless there is any objection from the visiting Engineers/officers, material should be dispatched as per schedule. However, such inspection is not mandatory and is at the discretion of WBPDCCL.

18. Weighment: Weighment at Thermal Plant weighbridges or the RR weight whichever is lower will be considered as gross weight. The stenciled weight written over the wagon will be considered as tare weight. For determining the weight of received coal quantity difference between gross and tare weight will be considered. In case weighbridge is out of order at unloading end, RR Weight will be considered for loaded wagons.

19. Transit Loss: Transit loss, if any, will be to the account of the supplier.

20. Transport: To be done by BOBRN / 'N' Box wagons only suitable for unloading as indicated above. However transport via BOBR wagons is preferable. All arrangements are to be made by the supplier for transportation of Coal from loading point to the Power Stations. Before arranging the rakes the party should check the type of wagons suitable for the Power Stations unloading system.

Boxes/Wagons are to be covered preferably by tarpaulin sheets to avoid ingress of rain water to be done by the supplier at their cost.

21. Rake scheduling : The coal supplier shall prepare and submit a tentative schedule of rake dispatches and arrivals at different Power Stations to MSTC and WBPDCCL so that the Power Stations are well prepared to receive the rakes. Unloading of rakes shall be done by WBPDCCL at their own cost and demurrage of rakes, if any, shall be settled by WBPDCCL directly with the Railways.

22. Overloading / underloading charges towards railway freight shall have to be borne by the supplier. Demurrage at loading point, if any, shall be borne by the supplier.

23. Coal Property: Should not be sticky and should be easily unloadable.

24. Non-Delivery / Short Delivery of coal: In case the coal supplier is unable to supply the ordered quantity within the stipulated period, extension of delivery time may be granted by WBPDCCL depending upon the circumstances. However, granting of such extension shall be at the discretion of WBPDCCL. If the coal supplier fails to deliver the ordered quantity in terms of number of rakes within the delivery period or any extension thereof, EMD of the coal supplier for the number of rakes not supplied shall be forfeited by MSTC and the amount shall be forwarded to WBPDCCL.

25. Force Majeure :

If, any time during the continuance of the contract, the performance, in whole or in part by either Party, of any obligation under the contract be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes (not attributed to vendor/supplier) , lock-outs, Technical and/or Connectivity failure which is entirely beyond the control of either Party or acts of God (hereinafter referred to as 'events') provided notice of happening of any such eventuality is given by the affected party to the other within 07 days from the date of occurrence thereof, neither party shall by reason of such event have any claim for damages against the other in respect of such non-performance or delay in performance, provided further that if the performance in whole or part of any obligation under the contract is prevented or delayed by reasons of any such event for a period exceeding thirty days, the parties shall try to arrive at an amicable settlement and failing such settlement both MSTC and the vendor/supplier reserve their rights to terminate the contract as per provisions herein contained.

26. Arbitration and Jurisdiction: Any dispute or differences whatsoever arising out between the parties or relating to the construction, meaning, scope, operation or effect of this Tender/Contract or the validity or the breach thereof shall be settled by

arbitration of a Sole Arbitrator to be appointed by the CMD, MSTC Limited in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and Rules framed thereunder and the Award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Kolkata. The language of the Arbitration shall be English.

Subject to the foregoing, only the competent Court at Kolkata shall have exclusive jurisdiction relating to this Tender/Contract.

27. MSTC is not bound to accept the lowest bidder and reserves the right to cancel the bid of any or all tenders without assigning any reason whatsoever.

28. Declaration by the tenderer :

I/We have read and understood the tender terms and conditions and have satisfied ourselves fully with the requirements of the tender. I/We accept all the terms and conditions of the tender unconditionally.

.....  
Signature of Tenderer with company seal  
Name of the Tenderer :  
Address

Date :