

No. MMTC/Steam Coal/WBPDCL/18-19/11685

Date 29.01.2019

Sub: Selection of MMTC's back-up supplier for participation in WBPDCL's limited tender enquiry.

Dear Sir,

WBPDCL has invited limited bids for procurement of 3 lakh tone +/- 10% of imported non coking coal to various power stations of WBPDCL, details as under:

WBPDCL Tender No	Description	Due date
Ref. No. WBPDCL/M&C/S330/3217 dated 25.01.19	Supply of imported coal for five Thermal Power Stations of WBPDCL	12.02.2019 at 14.00 PM

The complete Bidding Document No. WBPDCL/M&C/S330/3217 dated 25.01.19 is enclosed herewith. MMTC proposes to participate in the above tender with support of a back-up supplier on the same terms and conditions of WBPDCL's tender and on back to back basis. MMTC proposes open participation for all suppliers to emerge as our backup supplier on back to back basis w.r.t WBPDCL tender. Following procedure is proposed to be adopted for selecting back-up supplier of MMTC for participation in WBPDCL's above tender enquiry.

1. The supplier interested to give backup to MMTC in the WBPDCL's tender, should revert with their confirmation /acceptance of the terms and conditions of the WBPDCL tender.
2. The supplier will also be required to quote Price Bid accepting all terms and condition of the tender document. No deviation of any clauses will be allowed. Hard copy of Price Bid (with seal and signature on letter Head) as per Annexure-1 of the WBPDCL's tender document should be submitted 12.00 Hrs IST on 05.02.19 in separate sealed envelope to – AGM (Coal), MMTC Ltd., Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 . A signed and stamped copy of confirmation letter as mentioned below is also to be submitted by the supplier on their letter head.
3. The Bidder offering lowest Price Bid will be selected. Based on the response received, MMTC reserves its right to accept or reject any offer without assigning any reason.
4. MMTC shall be adding its own margin as deemed fit on the price offered by the bidder.
5. MMTC shall open the bids internally for price discovery and shall make them public after the commercial bid is opened by WBPDCL.

Your response in this regard will enable us to proceed further in the matter.

Thanking You,

Yours faithfully
For MMTC Limited

(Praveen Jain)
Addl. General Manager

Confirmation Letter

[To be submitted on letter head]

Ref no _____

To,

Addl. General Manager, Coal
MMTC Limited
Core-1, Scope Complex
Lodhi Road
New Delhi

Sub: Participation in MMTC's open tender for selection as MMTC's back-up supplier for participating in WBPDCCL's Limited Tender Enquiry No. WBPDCCL/M&C/S330/3217 dated 25.01.19.

Dear Sir,

With reference to your enquiry no. MMTC/Steam Coal/WBPDCCL/18-19/11685, we are please to confirm our interest to become a backup supplier of MMTC and participate in WBPDCCL's subject tender through MMTC with all terms and conditions on back to back basis. Further, we are also pleased to confirm, following:

1. **Price Bid:** Price Bid has been submitted to MMTC through separate sealed envelope as per WBPDCCL's Price Bid format (Annexure-I) and terms and conditions.
2. **No deviation Undertaking :** We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc covered in the bidding documents issued by WBPDCCL and fully aware of nature and Scope of Work required. We undertake to comply with all the terms and conditions of WBPDCCL's tender and do confirm no deviation from the terms and conditions of WBPDCCL's tender. We will submit a signed & stamped copy of WBPDCCL tender document towards the same upon being selected as backup associate.
3. **Exclusivity:** In case of confirmation by MMTC to participate in WBPDCCL's tender as an associate supplier, we confirm not to participate in WBPDCCL's tender through any other PSU company.
4. **Authorization:** Please find enclosed herewith a certified copy of board resolution/power of attorney authorizing signing of documents on behalf of company.
5. We undertake to submit required payment, if any, toward WBPDCCL's tender document & EMD (as applicable to us for participation in the tender on back to back basis) by us in the event we are selected as associate supplier by MMTC. We further undertake to submit PBG as required by MMTC for counter submission or if required on behalf of MMTC and also undertake to reimburse the incidental expenses including bank charges incurred by MMTC with respect to preparation and submission of bids to WBPDCCL against its tender enquiries.

- 6.** We undertake to provide the Authority Letter/ backup documents/declaration of mines/mine owner, if required, for submission of the tender.
- 7.** We undertake to submit an affidavit mentioning that no legal proceedings pending against the bidder/organization and not having defaulted in supply of coal and black listed/banned participating in the tender from Govt. organization for supply of coal.
- 8.** Validity of offer as per WBPDCCL's tender requirement
- 9.** The prices to be quoted in the tender will be in line with the international prevailing prices. The price and quality will be as per specifications mentioned in the tender enquiry of WBPDCCL.
- 10.** Over invoicing / under invoicing will not be resorted to by us and we undertake that the prices are not underpriced / overpriced.
- 11.** We undertake to fully indemnify MMTC for any claim, if any, in future, whatsoever, from any authority like DRI, Customs Authorities and other statutory body/agency. Any subsequent levies/charges/statutory dues along with penalty/interest, if any, shall be borne by us.
- 12.** In case Govt. Of India notifies any necessary documents for concessional custom duty, the same shall be submitted by us. In case the coal is supplied / imported is of Indonesian origin, we shall mandatorily arrange Certificate of Origin (FormA-1) to MMTC.
- 13.** We agree for MMTC adding its own margin as deemed fit on the price offered by us.
- 14.** MMTC shall open the bids internally for price discovery and shall make them public after the tender is awarded by WBPDCCL to L-1 bidder. We agree to this.

Authorized Signatory
For and on behalf of _____

Name _____
Designation : _____
Email ID: _____
Tel No. _____



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

Ref. no. WBPDC/M&C/S330/ 3217

dtd. 25/01/2019

LIMITED TENDER NOTICE

Subject: Enquiry for supply of imported coal to five (05) Thermal Power Stations of WBPDC.

To
MMTC Limited
8, India Exchange Place,
NIC Building, (4th Floor),
Kolkata-700001
Phone: 2210-3451/2321-5584, Fax:033-2242-1292
Mobile: 9748041429
Email: subratasaha@mmtclimited.com

Kind Attn.: Mr. Subrata Saha.

Dear Sir,

Sealed tenders with firm's own seal and signature are invited for the below mentioned job.

The sealed cover shall have to be sent to the M&C dept., 6th Floor of Corporate Office, WBPDC. Sealed covers must be superscripted with (a) Tender Notice No. and (b) Date & time of opening of tender.

- 1) Last date and time of submission of Tender : 12.02.2019 at 14.00 P.M.
- 2) Date and time of opening of Tender documents: 12.02.2019 at 14:30 P.M

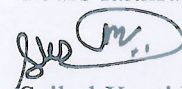
Working days (Monday to Friday, except Holiday of GoWB)
Ref. no. WBPDC/M&C/S330/

WBPDC reserves the right to accept or reject any or all the tenders at its discretion without assigning any reason whatsoever.

Job Title	Quoted Rate (In Rs.)
Supply of imported coal to five (05) Thermal Power Station of WBPDC	Rate should be quoted as per price bid format in Annexure-I.

Encl.: 1. Annexure – I: Price Bid
2. Annexure –II: BG Format

Yours faithfully,


(Saibal Kanti Das)

GM (M&C), Corporate Office,
WBPDC



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

Ref. No. WBPDC/CORP/M&C/IMP.COAL/S330/18-19/003

dtd. 25.01.2019

INSTRUCTION TO BIDDER

1. Submission of tender:

- i) Tenders are to be submitted physically or through courier at the M&C dept., 6th Floor of Corporate Office, WBPDC within 12.02.2019 at 14.00 P.M. No other modes of submission of these documents are allowed. WBPDC shall not be responsible for any delay in receipt of tender document in case of tender document.
- ii) The party must submit the Price Bid and GSTIN document in sealed envelope superscribing Tender Ref. No., Tender subject, Tender opening date and time etc. with bidder's name.
- iii) The rates must be quoted in bidder's letter head with tender reference no and proper seal and signature.
- iv) The Price quoted by the bidder in the subject tender will remain valid for 120 (one hundred and twenty) days from the date of opening of tender.

2. SCOPE, TERMS AND CONDITIONS

2.1 SCOPE :

2.1.1 The scope under this enquiry covers **supply of 3 (three) lakh tonne \pm 10%** of Imported Non coking coal to various Power Stations of WBPDC from Haldia Port. The technical specifications of coal shall be as per **Clause no. 3.2**. The scope of work includes arranging for transport of coal to port at origin, loading coal on vessels, shipment upto Indian port, unloading at Indian port, stevedoring, handling, in-transit storage, port clearances, placing indents for Railway rakes, rake loading, rail transportation and delivery at various TPS. All other activities for clearing and forwarding of the consignments like Custom clearances, co-ordination with Port, Railways and any Statutory Authorities shall also be part of scope of work of the bidder.

2.1.2 The Seller will arrange delivery of the imported coal and the entire quantity will be delivered within a period of **90 days from the date of commencement of supply (refer to clause no. 2.5.1)** with agreed delivery rate. Plant wise delivery schedule has been given in the clause no. 2.7.1.

2.1.3 The contract may be extended for an additional quantity of 25% of the contracted quantity of 3 lakh tonne, i.e., 75,000 tonne \pm 10% which shall be supplied within a period of 30 days subject to satisfactory performance of the supplier. The rate, terms and conditions of the extension order will remain same as that of the original order.

2.1.4 **Contractual Period:** The total contract period of this job is four months from the date of placement of LOA.

2.2 Commodity:

Non-Coking Imported Steam Coal having technical specifications as per **Clause no. 3.2**.



The West Bengal Power Development Corporation Limited

(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

2.3 Origin:

The Seller can offer coal from any foreign country subject to the technical specification being fully complied with. The Seller shall submit photocopy of Bill of Lading for every loaded vessel to the office of the General Manager (Fuel Management), WBPDC before delivery of coal pertaining to that consignment to any Thermal Power Station.

2.4 Misrepresentation of Quality:

The Seller will only load the vessel with the coal having specifications specified in **Clause no. 3.2**. The Purchaser shall have no obligation to make payment for any coal supplied with majorly deviating specifications.

2.5 Delivery:

2.5.1 The delivery shall commence within 30 days from the date of placement of LOI/LOA.

2.5.2 Delivery should be completed within 3 (three) months from the date of commencement of delivery.

2.5.3 The Seller will arrange loading of the imported coal in rakes for delivery to various Power Stations in accordance with the schedule given in the clause no. 2.7.1.

2.5.4 The seller will send advance intimation about shipment, dispatch of vessel(s), expected date of arrival of vessel(s) at discharge Port, dispatch of each rake and all other relevant details to the Purchaser.

2.5.5 The date of arrival of rake at WBPDC plants shall be considered as the date of delivery of the Coal.

2.5.6 The seller shall place necessary indents and coordinate with the Railways for timely allocation of the rakes so as to meet the delivery schedule. If indent request letters are required to be sent to Railways from WBPDC, the seller shall approach Fuel Management Department, WBPDC in advance.

2.5.7 The delivery schedule of the rakes should be planned so that the rakes reach the destination plants at uniform intervals.

2.5.8 The delivery schedule shall be adhered to by the Seller.

2.5.9 The coal shall be delivered to the Destination TPS through 'BOXN' / 'BOBRN' type wagons. Prior to submission of the enquiry, the bidder will make himself aware of the facilities of unloading available at the various TPSs.

2.5.10 At any time during the execution of Contract, the Purchaser reserves the right to defer the delivery schedule if the situation warrants by giving at least 15 days advance intimation to the supplier. The Purchaser shall not be liable in any manner for any loss, costs or damages incurred by the Seller on account of any change in the delivery schedule.

2.6 Liquidated Damages for Delay in Delivery:

In case coal is not delivered within the stipulated period or any extension granted by WBPDC, the seller shall be liable to pay the liquidated damages towards delay in delivery to the purchaser up to two percent per week or part thereof on the price of such portion of material delayed subject to a ceiling of 10% of the undelivered cost of coal. If the delay extends by more than five weeks, the Purchaser shall have the right to treat such delay as a breach of contract.

2.7 Price :

2.7.1 The bidders have to quote coal price on Landed coal price at the power stations of WBPDC viz. Kolaghat TPS - Nearest Railway Station – Mecheda, South Eastern Railway (KTPS), Bakreswar TPS - Nearest Railway Station – Chinpai, Eastern Railway (BkTPP) , Sagardighi TPS - Nearest Railway Station –



The West Bengal Power Development Corporation Limited

(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

Manigram, Eastern Railway (SgTPP), Bandel TPS - Nearest Railway Station – Triveni, Eastern Railway (BTPS), Santaldih TPS - Nearest Railway Station – Santaldih, South Eastern Railway (STPS) basis inclusive of all existing taxes, duties and levies, railway freight required for delivery at destination. The responsibility of the seller shall remain up to the point of delivery, i.e. the respective Thermal Power Station. The delivery schedule will be as per following table.

Name of the Plants (Destinations)	Quantity(MT)	Bid price(Rs) (Landed Price at TPS)
KTPS	40000±10%	X1
BkTPP	30000±10%	X2
SgTPP	165000±10%	X3
BTPS	45000±10%	X4
STPS	20000±10%	X5

WBPDC reserves the right to divert 10% quantity of coal as mentioned for each plant above to any other plants of WBPDC. Price of diverted quantity shall be calculated on the basis of changed destination bid price.

The bidders have to quote separately for the above five plants. The quoted price of each qualified bidder shall be evaluated in the following manner.

Weighted average quoted price: Rs. [(40000 × X1 + 30000 × X2 + 165000 × X3 + 45000 × X4 + 20000 × X5) ÷ 300000]

The bidders should quote price for each plant separately. If the bidder does not quote for any plant, he will automatically be disqualified. Lowest price shall be chosen from the above mentioned weighted average quoted price. This price is only for selection of L1 bidder.

Individual plant wise bid price shall be taken for payment of bills after considering penalty clauses.

The quoted prices shall be firm including all existing Taxes & Duties, Customs Duty, Port charges, Crane charges (if applicable), clearing, forwarding, stevedoring, handling, insurance etc.. The Price quoted shall also include all other associated charges (if any) viz. cost of protection or preservation of materials, dock & harbor dues, port rates and other incidental expenses which are customarily payable. The quoted price will be firm for the entire contract irrespective of any change in the existing tax, duty or other rates.

2.7.2 If the Indian Government/any Indian State Government introduces any tax/duty/levy on imported coal which is not included in or related to the existing tax structure after the date of price bid submission, WBPDC will reimburse the same at actual on production of original/certified true copy of receipt and all other related documents. Any levy charged by the authorities of originating country/foreign country after bid submission will however not be paid.

2.7.3 The prices quoted shall be FIRM for the entire delivery period and shall not be subject to any fluctuation.



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

2.8 Terms of Payment:

Contract Performance Guarantee cum Security Deposit:

2.8.1 The security deposit as per the prescribed format (as per Annexure-II) should be submitted by the supplier and no payment would be released until the same is submitted. The entire concerned document should be drawn in English.

Payment : The determination of payment and penalty will be imposed on the basis of **Rake to Rake basis** of each parameter for individual Power Station.

2.8.1.1 Payment for coal against receipt of material:

75% payment for a particular rake containing specified coal (**Clause no. 3**) will be made within 30 days on receipt of material at Thermal Power Stations on submission of invoices. The following documents are to be furnished along with the bills submitted in triplicate;

2.8.1.2 Certificate from concerned TPS for receipt of material indicating weight

2.8.1.3 Weighment particulars recorded in the weighment slip at TPS in-motion weigh bridge/static Weigh Bridge & RR.

2.8.1.4 Copy of RR

2.8.1.5 Payment for coal after receipt of analysis reports of coal samples The final balance 25% payment will be made for all the rakes received for a particular power station for each calendar month, after receiving the test certificates.

The final payment shall be worked out based on the certificate of Sampling and Analysis of designated power stations issued by the WBPDC Plant's lab./third party inspection agencies engaged by WBPDC.

Coal Samples for above testing will be collected at the time of unloading of rakes. The final payment will be calculated as per **Clause no. 3**. Accordingly, the balance payment shall be released after applying Price Adjustment and Penalties due to quality of coal received based on certificate of sampling & analysis for **rake to rake basis**.

The final payment amount will be worked out after applying Price Adjustment on account of Quality slippage and Penalties, if any, as per **Clause no. 3**. However in the case of dispute in sampling result, the third party test will be carried out in Government Laboratories whose report will be the final and binding on both the parties.

2.8.1.6 Railway Receipt copy from port and original Money Receipt of freight shall have to be submitted at the Corporate Office of WBPDC. If a rake is diverted from WBPDC to other utilities not owned by WBPDC, the seller will provide all the documentation to the consignee TPS of WBPDC to facilitate lodging of claim at the earliest. Payment of freight will be made after Railway authorities **acknowledge** the claim. Normally, coal cost of the diverted rake has to be claimed from Railway. For this purpose, the original invoice will be submitted to the railway authorities by the Power Station authority. Payment of coal cost and freight will be released only after **settlement** of coal cost claim by the Railways.



The West Bengal Power Development Corporation Limited

(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

The seller shall forward a copy of the claim lodged, its acknowledgement, the Railway Receipt and money receipt to the Corporate Office of WBPDC.

The seller shall be vigilant and take all possible steps to prevent diversion of rakes. In case of inter-WBPDC TPS diversions, the invoices have to be submitted to the consignee TPS as per RR.

Entire Penal Overloading Charges (if any) shall be borne by the supplier. The seller shall try to avoid overloading and short loading as far as possible. Normally, no rake shall be short loaded. If there is not enough coal to load a complete rake, the supplier has to seek permission from the Controlling Officer (Corporate Office) of WBPDC for dispatching a short loaded rake. The decision of the Controlling Officer shall be final and binding on the supplier

2.8.2 Paying authority:

The paying authority will be;

The General Manager (F&A) or his authorized representative, Corporate Office WBPDC.

All invoices with relevant authentic supporting documents are to be submitted in triplicate to Deputy General Manager (Utility), of the respective TPSs of WBPDC for necessary action.

2.9 Execution:

The whole contract is to be executed to the entire satisfaction of the purchaser.

2.10 Seller's responsibility:

The Seller shall be solely responsible for the execution of the contract in all respects in accordance with the conditions laid down in the contract.

2.11 Performance Guarantee :

The successful bidder shall furnish a Security-cum-Performance Bank Guarantee on a prescribed proforma from any Bank (As per Annexure – II) for **10% (Ten Percent) of contract value (inclusive of all statutory charges and excluding freight)** within **15 days** after issuance of Letter of Intent by the Purchaser. The Security-Cum-Performance Bank Guarantee shall remain effective and in full force during the period that would be required for satisfactory performance & fulfillment in all respect of the contract and shall be valid for scheduled delivery period and continue enforceable for 180 days after the date of last consignment of the imported coal. WBPDC reserves the right to forfeit the performance guarantee if performance is unsatisfactory or on account of non compliance.

2.12 Seller's Failure to Supply:

In case the Seller fails to deliver without prior written consent of the Purchaser or due to conditions other than Force Majeure, the Purchaser shall have the right to procure and transport the quantity of the product so defaulted at the Seller's risk and cost in all respect. On such an event the Seller shall reimburse any differential costs incurred by Purchaser over and above the value originally contracted by Purchaser with the Seller within 30 days after the date the Purchaser notifies the Seller of such differential costs arising out of purchase of the defaulted quantity from other parties. The Purchaser will also have the right to deduct such differential costs in part or full from any payments due to the Seller. The Purchaser shall have the right to invoke the Performance Guarantee in part adjustment of the amounts due from the Seller on account of the above and claim the balance.



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

2.13 Force Majeure:

2.13.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

2.13.2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure clause last.

2.13.3 The term “Force Majeure” shall herein mean riots (other than among the Contractor’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, embargoes, quarantines, acts of god such as earthquake, floods, fires (not caused by Contractor’s negligence) and other causes which the Contractor has no control. Normal climatic conditions such as rainy season, monsoons, storms, etc., are not to be considered as Force Majeure.

2.13.4 Upon occurrence of such causes, the party claiming that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 10 (Ten) days of the beginning of the event, thereof giving full particulars and satisfactory evidence in support of its claim.

2.13.5 The burden of proof as to occurrence of the event of Force Majeure and its effect shall be upon the party claiming the Force majeure event and such claim shall be supported by documentary evidence in the form of a Certificate issued by a recognised Chamber of Commerce or any other local, state or national authority.

2.13.6 Time for Performance of the relative obligation suspended by the event of force majeure shall stand extended by the period for which such clause lasts.

2.13.7 If supply is suspended by Force Majeure conditions lasting for more than two months leading to prolonged force majeure, the parties shall hold consultation to find a solution/resolve the problem satisfactorily -

Provided, the Employer shall reserve the right to cancel the Order/contract, wholly or partly, in order to meet the schedule.

2.13.8 The Contractor shall not claim any compensation for Force Majeure conditions.

2.14 Settlement of Disputes:

2.14.1 If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of this 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.



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

Such dispute(s) or difference(s) shall be referred to and settled by an Arbitral panel comprising of 3 (three) arbitrators, one to be appointed by each party and the third Arbitrator to be appointed by both the Arbitrators who shall act as the Presiding Arbitrator.

2.14.2 If the appointed Arbitrators fail to agree upon the Presiding Arbitrator within 30 (thirty) days from the date of their appointment, the appointment of Presiding Arbitrator shall be made upon request of either party by the Chief Justice of the High Court or any person or Institution designated by such Court.

2.14.3 The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted from time to time.

2.14.4 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 this Contract.

2.14.5 The seat of arbitration shall be Kolkata, West Bengal, India.

2.15 Acceptance of offer:

The Purchaser reserves the right to accept/ reject the offer in part or in totality without assigning any reason thereof.

2.16 Issues related to environmental impact

Mitigation of issues related to environmental impact including public grievances (if any) shall be the responsibility of the bidder.

2.17 Weight of Coal:

2.17.1 Gross weight will be taken as the lower of the RR Gross weight and the gross weight recorded at weighbridge(s) at the power stations of WBPDC. The Seller may depute his representative to be present at all times, when the weight is being computed/ calculated/recorded at TPS weighbridge.

2.17.2 The tare weight will be determined from the RR only.

2.17.3 For calculating actual quantity of imported coal received at Power Station, the Tare weight determined in accordance with Clause 2.17.2 will be deducted from the gross weight as determined in Clause 2.17.1. This weight will be final for billing. Weight deduction due to slippage in quality will be calculated on this weight.

2.17.4 If there is any failure of the weighbridges of Power Station or if any weighbridge of Power Station is found to be defective, weight of the imported coal received at Power Station will be determined as per the RR weight. The recipient Power Station shall certify the fault in the weighbridge

2.18 Receipt of burnt coal at Power Station:-

If substantially burnt coal is received at Power Station, the same will have to be manually unloaded. The cost of manual unloading, demurrage/ penalty if any with additional 15% as supervision charges shall be recovered from the seller. No Payment shall be released against burnt coal received at Power Station including railway freight.

Am



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

2.19 Dispute and Jurisdiction:-

The High Court of Kolkata shall have the exclusive jurisdiction in matters arising under the contract.

2.20 Contract Agreement:-

For the due fulfillment of the contract, the seller shall execute an agreement on non-judicial stamp paper worth Rupees (INR) 100/- or as per the stamp duty rate stipulated by Govt. of West Bengal. Such agreement shall be executed and signed by the competent authority of the buyer and seller on each page thereof. At least two original copies are to be executed on the stamp paper. One copy of the executed agreement duly signed by the purchaser shall be sent to the supplier for his reference. The contract document shall mean and include the following:-

2.20.1 The Contract Agreement executed on stamp paper

2.20.2 Purchase order and all its Annexure

2.20.3 Any amendment to the purchase order

2.21 Quantity distribution among Power Stations

As the bidder has to quote price on "FOR Destination" basis, the plant wise distribution of quantity is provided in the clause no.2.7.1

2.22 Deputation of representatives at Power Stations

For effective monitoring of imported coal supplied to the Power Stations, the seller may depute his representatives at the Thermal Power station end. The seller will approach the Deputy General Manager (FM) or his authorized representative to obtain letter of authorization by submitting identity proof of the personnel to be deputed. As the Thermal Power Stations are restricted areas, the deputed personnel need to obtain Entry Passes by submitting the letter of authorization to the concerned authority.

WBPDC shall not remain liable to provide lodging and/or pantry facilities to the deputed personnel of the seller. In case accommodation is available at TPS township, the seller may be permitted to use the same after paying standard rent and other requisite charges. The sellers representatives have to vacate the allocated accommodation within 7 (seven) days after full and final reconciliation of the contract.

2.23 Burden of Proof

The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.

If operation of such circumstances exceed three months, either party will have the right to refuse further execution of the agreement, in which case, neither party shall have the right to claim eventual damages.

The party, which is unable to fulfill its obligations under this agreement, must, within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Suppliers or the purchasers shall be sufficient proof of the existence of the above circumstances and their duration. The contract shall be deemed to have been cancelled either partially or wholly, without any liability or compensation to either party.



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

2.24 Arbitration:

All questions, disputes or differences whatsoever, which may arise at any time between the parties to this agreement touching the agreement on subject matter thereof, arising out or in relation thereto and whether as to construction or otherwise shall be referred to the decision of the sole arbitrator, appointed by the Director (O&M) /Director (F&A), WBPDC and the seller for that purpose and the decision of the said arbitrator shall be final and binding upon the parties. Reference to the arbitrator shall be governed by the provisions of Indian Arbitration Act 1996 as amended from time to time and the rules made there under.

3. TECHNICAL SPECIFICATION, SAMPLING, ANALYSIS AND PENALTIES

3.1 Country of Origin: The seller can source the coal from any foreign origin. The seller has to furnish a copy of the bill of lading of every vessel booked and dispatched for the purchaser.

3.2 Quality: Specifications of Imported Thermal Coal:

Sl.No.	Parameters	Range
1	Total Moisture (ARB)	10 – 20%
2	Inherent Moisture (ADB)	6 – 10%
3	Volatile Matter (ADB)	25 – 38%
4	Sulphur (ADB)	0.8% (Maximum)
5	Ash(ADB)	5 – 15%
6	Gross Calorific Value(ADB)	5400 – 5600 kcal/kg
7	HGI	45 -- 50
8	ADT	1250 -- 1350°C
9	Size	2-50 mm
10	Fines less than 2 mm	< 15%

Price Basis: Gross Calorific Value (ADB) – 5400 kcal/kg

Ash (ADB) - 15%

Total Moisture (ARB) - 18%

Sulphur (ADB) - 0.8%

3.3 Conditions for penalty for deductions of payment

Samples will be collected from each rake received at Power Station and the parameters like GCV, Ash Content, total Moisture, Sulphur Content etc. will be evaluated. Penalty will be imposed for any adverse deviation from the requisite parameters and will be deducted from payment as mentioned below. For finalization of payment rake to rake value of each parameter mentioned below will be considered for a particular power plant.

3.3.1 Penalty for higher Total Moisture (ARB)

Penalty for Total moisture content above 18%



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

If the total moisture (ARB) in coal as per analysis done by the WBPDC Plant's lab./third party inspection agencies engaged by WBPDC exceeds 18%, adjustment in weight shall be done on twice pro-rata basis, i.e., weight of coal calculated as per (Clause No.1.17) shall be reduced by the double the percentage by which total moisture (ARB) in coal exceeds 18%. For example, for x% increase over the guaranteed total moisture (18%), the total weight will be reduced 2x%.

If there is any weight reduction for TM, the reduced weight will be taken as the basis for proceeding to the next penalty calculation.

3.3.2 Determination of price of coal for lower Gross Calorific Value (ADB)

If the Gross Calorific Value (ADB) of coal as per sampling and analysis by Inspection agency reduces from 5400 kcal/kg. the price of coal will be determined as follows:

3.3.2.1 Rate for GCV equal to or above 5400 kcal/kg.

For coal supplied with GCV 5400 kcal/kg and above, the price of coal shall be equal to the contractual rate.

3.3.2.2 Rate for GCV below 5400 Kcal/kg

For a particular TPS under WBPDC the rate would be:

$$\frac{\text{Contractual rate of coal at TPS} \times \text{GCV (kcal/kg-ADB) of coal received at TPS}}{5400 \text{ kcal/kg}}$$

No bonus shall be allowed for increase in Calorific Value above 5400 kcal/kg.

3.3.3. Penalty for high Sulphur (ADB) content

3.3.3.1 Penalty for sulphur (ADB) content exceeding 0.8%

If the sulphur (ADB) content as per sampling and analysis by inspection agency exceeds 0.8% but remains within 0.9% (including 0.9%), penalty at the rate of Rs. 50/- per Metric Tonne shall be imposed for 0.1% increase or part thereof above 0.8% in sulphur content on pro rata basis.

3.3.3.2 Penalty for sulphur (ADB) content exceeding 0.9%

If the sulphur (ADB) content as per sampling and analysis by inspection agency exceeds 0.9%, penalty at the rate of @ Rs.100/- per Metric Tonne shall be imposed for every 0.1% increase or part thereof above 0.9% in sulphur content on pro rata basis.

No bonus shall be paid for coal supplied with sulphur content below 0.8%.

3.4 Sampling & analysis of Imported Coal:

Coal of every rake of imported coal received at designated TPS under WBPDC shall be sampled & analysed for all purposes, including commercial aspects. Sampling will be done as per relevant BIS 436 (Part I/Sec-I) –



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnanyan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

1964. Analysis will be carried out in accordance with **BIS 1350 Part-I, 1984** to ascertain the quality of imported coal supplied.

The samples will be collected manually or by Auto Mechanical Sampler by WBPDCCL as decided by WBPDCCL. Sampling and analysis at the designated plants shall be carried out by **WBPDCCL plant itself or Independent agency engaged by WBPDCCL.**

Collection & preparation of coal sample at the unloading end & Chemical Analysis of the same shall be carried out at the facilities provided by the Power Station(s) jointly with the representative of the supplier of import coal. The packets containing samples will be signed jointly too. However, if the representative of the supplier of imported coal, is absent during sampling, sampling shall be done as usual and the test results will be binding on the supplier of imported coal.

Samples will be preserved in three parts : Part 1 to be tested by plant/independent agency, Part 2 to be taken by the representative of the supplier of imported coal, & Part 3 will be kept as Referee Sample.

The analysis reports of Part 1, thus obtained, shall have to be accepted by WBPDCCL & the supplier of imported coal.

However, in case of any dispute, referee sample shall be tested at an NABL accredited Govt. laboratory and that report will be binding on both parties. The cost of the above referee sample analysis shall have to be borne by the requisitioning Party.

4. Inspection before Dispatch:- A team of Engineers / Officers may visit Indian Port to check the quality of coal. During the visit of the Engineers / Officers, you shall have to produce documents as required. Based upon the Clearance of the Engineers / Officers on their visit, material to be dispatched.



The West Bengal Power Development Corporation Limited

(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. Sk.das@wbpdcl.co.in

Ref. no. WBDCL/M&C/S330

Annexure-I

Bidder's Letter Head

Price-Bid

Subject: Supply of imported coal for five (05) Thermal Power Stations of WBDCL.

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

GSTIN of the Bidder

Sl. No	Name of the Plants (Destinations)	Quantity(MT)	Unit Landed rate including freight, other incidental charges and GST (Rs./MT)
1.	KTPS	40000	
2.	BkTPP	30000	
3.	SgTPP	165000	
4.	BTPS	45000	
5.	STPS	20000	

N.B:

- Above price is firm and no price escalation during the period of the contract will be entertained.
- Valuation of Lowest Bidder (L1) shall be done on Weighted Average basis as refererd in sl no. 2.7.1
- Document of GSTIN must be submitted along with the price bid.

Seal & Signature of The Bidder

Annexure-II

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE-CUM-SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: _____

Ref No. : _____

Date: _____

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhawan,

Plot No. - 3/C, Block - LA,

Sector – III, Salt Lake City,

Kolkata – 700 098.

Dear Sirs,

In consideration of The West Bengal Power Development Corporation Limited (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

_____ with its Registered/Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Contractor resulting in a "Contract" bearing No. _____ dated _____ valued at _____ for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said value of the Contract to the Purchaser. We, _____ (Name and address) having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all money payable by the Contract to the extent of

_____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and

binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this guarantee against the bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ on whose behalf this guarantee has been given.

All rights of the Purchaser under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the Purchaser brings any suit or section, to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 20__ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Dated _____

- Note: *
- * This sum shall be ten percent (10%) of the Contract Price.
 - * The date will be one hundred and eighty (180) days after the date of last consignment as specified in the Contract.

