

**CENTRAL RAILSIDE WAREHOUSE
COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**



CRWC II/ Service Provider (Coal) Tender/2020-21/1222

Dated: 10.09.2020

Cost of Tender: Rs.2000/-

INVITATION OF TENDERS FROM

PROSPECTIVE BIDDERS

FOR SELECTION OF

SERVICE PROVIDER

FOR

**TRANSIT LOSS MINIMIZATION, LINKAGE MATERIALIZATION SUPERVISION &
WITNESSING OF SAMPLING WORK**

10 SEPTEMBER 2020

**CENTRALRAILSIDE WAREHOUSE COMPANYLIMITED
(A GOVT. OF INDIA ENTERPRISE)
GROUND FLOOR, SUPREME COURT METRO STATION BUILDING
NEW DELHI-110001**

**CENTRAL RAILSIDE WAREHOUSE
COMPANY LIMITED**
(A GOVT. OF INDIA ENTERPRISE)



CRWC II/ Service Provider (Coal) Tender/2020-21/1222

Dated: 10.09.2020

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NOTICE INVITING e-TENDER

E-Tender Notice

**CENTRAL RAILSIDE WAREHOUSE
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CRWC II/ Service Provider (Coal) Tender/2020-21/1222

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CRWC invites e- tenders 'ONLY' from the interested parties, who are professionally Competent, Technically & Financially sound and eligible as per this **NIT for selection of the Service Provider** as detailed below:

Scope of Work	Selection of Service Provider.	
Tender Notice	Only Online Tenders (e-tendering) for above work. Tender documents will be available on websites: www.crwceuniwizarde.com , www.crwceuniwizarde.com , www.cewacor.nic.in , www.tenderdetail.com , http://www.eprocure.gov.in .	
Tender Type	OPEN	
Schedule of e-Tender	Date and Time for downloading of Documents & payment of Processing Fees, cost of tender & EMD	From 11:00 Hrs on 10.09.2020 up to 23:59 Hrs on 16.09.2020.
	Last date and time of online bid submission	Up to 15:00 hrs on 17.09.2020.
	Date & time of online Bid opening	At 15:30 Hrs on 17.09.2020.
	NOTE: If the date fixed for opening of Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.	
Bid Validity Period	Ninety (90) days from the last date for submission of tender. However, CRWC may solicit the Bidder's consent for further extension of the period of validity of the bid.	
Period of Contract	For Two (02) Years extendable for Three more Months. The contract period will start from the date of commencement of operations.	
TENDER FEE & Processing Fee	(i) TENDER FEE PAYABLE TO CRWC for an amount of Rs. 2000/- (Rupees Two Thousand Rupees only) inclusive of GST @ 18%. The cost of tender should be remitted from the account of the Bidder and the tender is non-transferable. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com only. (ii) PROSECESSING FEE PAYABLE for an amount of Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST @ 18%. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com	
EMD	The EMD for an amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) shall be paid to CRWC by the Bidder through e-payment gateway of https://crwc.euniwizarde.com only. NOTE: The Tenderer participating under the category "MSEs registered with the prescribed agencies; irrespective of relevance of product category (Reference FAQ vide O.M no. F. No. 22(1) dated 24.10.2016) are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CRWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the	

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	tender document. Their registration should be fully effective and valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.”
Value of Tender	Rs. 8,00,00,000/-

SCOPE OF WORK

The scope of work of the Service Provider shall be as under: -

1. To ensure receipt of full quantity of coal as per billed weight in wagons at receiving ends. For this part of the assignment, remuneration/deduction shall be directly linked to the difference between billed weight and actual weight of the coal received at Power Plant end on monthly basis Coal Company wise/Plant wise.
2. (a) To ensure that the weighbridges installed at the loading end at various collieries are calibrated and sealed as per statutory requirement.
(b) To witness loading weighment at all the points ensuring that coal wagons are loaded up to the permissible carrying capacity as notified by the Railways from time to time and weighed accurately to the possible extent at the weigh-bridges of Railways/ collieries/coalfields and its proper incorporation in the Railway Receipts (RRs).
(c) In a condition when the wagons are not weighed for any reason, the coal wagons will be loaded up to the stencil line as determined jointly by the coal company, Railways and the Service Provider on behalf of CRWC for specific colliery. The Service Provider will sign on behalf of CRWC, such joint measurement data and will be responsible for the same. In case of any deficiency / discrepancy, he will lodge protest and ensure correct measurement and record.
3. The Service Provider will ensure the deployment of personnel at loading sidings of coal companies for supervision of loading, weighment, sample collection & preparation by CIMFR/Joint sampling with Coal Company or by any other agency authorized by CRWC and other related works etc.
4. To supervise the coal loading process, ensuring that coal is properly sized, not above 250x250 mm, free from excessive moisture, lumps, stones, shale, clay, mud and other foreign materials. In the event inferior coal being loaded by the coal companies, the Service Provider on behalf of CRWC will lodge complaints / protest and will maintain a record for such observations and will arrange for rectification at the earliest. He will keep power stations authorities informed regarding complaints lodged and action taken and resumption of coal supplies after rectification
5. To provide necessary assistance and transport facility to CRWC representatives on their visits to the fields with coal companies and railways authorities regarding matters related to supply of coal and to resolve disputes, if any, in this regard.
6. To intimate the CRWC authorities regularly for the actions taken for achieving desired results under this contract.

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- i) To provide following information pertaining to coal loading/dispatches/sampling etc. on daily/weekly/monthly basis through email/fax/courier/telephone/whatsapp etc. in the specified formats provided by CRWC
- ii) Daily position of rake forecast, offered, allotted, placement loading, under loading, under movement, pipeline etc.
- iii) Daily Loading Report.
- iv) Daily Unloading Report.
- v) Loading advice-cum-inspection report within 48 hrs of loading of rake.
- vi) Diversion Details of rakes if any within 48 hrs.
- vii) Weekly Loading End Sampling Reports.
- viii) Monthly report of Referee sample details.
- ix) Monthly statement of particulars of all the rakes dispatched during a calendar month.
- x) Exception reports to plants in case of any material deviations in the contract such as dispatch of un-sampled rake, loading of rake from ungraded coal mine(s) etc.

NOTE: The above information should be supplied in the specified formats to the respective plant authority and CRWC within the given time frame. In case any report(s) is/are not supplied in given time frame or the report(s) is/are found incorrect, then penalty shall be levied on the Service Provider.

7. CRWC or any other officer on behalf of company may also ask the Service Provider for furnishing any other information or maintain any other record or to pursue any matter concerned with the supply of coal and the agent shall not be entitled for any extra payment/compensation/concession for such additional services.
8. The Service Provider shall render general services such as liaison with suppliers (CIL & its subsidiaries), carriers (Railways), CIMFR and other agencies in connection with dispatch/sampling of coal.
9. The Service Provider shall ensure to maximize the materialization of Annual Contracted Quantity (ACQ) of coal against Fuel Supply Agreement (FSA)/MoU, having proper grade, quality and size.
10. The Service Provider shall supervise the loading of coal in wagons in proper quantity in such a way that penalties on account of overloading (POL) or idle freight/under loading are minimized, keeping in view that railways revise permissible chargeable weight of wagons from time to time, irrespective of the load capacity of wagons.
11. It will be mandatory on the part of Service Provider to have adequate infrastructure required to prevent pilferage of coal en-route at sensitive locations/sections.
12. The Service Provider shall lodge complaints with Railways/other concerned civil authorities of the area where pilferage/theft of coal is detected under intimation to CRWC. The Service Provider shall maintain its offices at Coal companies / Power plant for liaising with CRWC .
13. The Service Provider shall pursue with coal companies at the collieries , ensuring that the adequate indents of the railway wagons only on full train load basis are submitted by the coal company authorities and also regular allotments are obtained from the railways. The Service Provider shall keep the plant authorities apprised of the dispatches and coal rakes during transit.
14. The Service Provider shall pursue with coal companies ensuring that the crushing and screening arrangement at the collieries are in order. In the event of nonworking of such arrangements, the Service Provider shall lodge complaint with the concerned authorities of collieries for getting faults rectified under intimation to the CRWC.

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15. The Service Provider shall ensure that clear railway receipts with details are furnished to coal companies after obtaining from the railways authorities and submit copy thereof to CRWC in minimum possible time. However, as an immediate measure, the receipts can be faxed/e-mailed to the concerned Power Station(s) with a copy to CRWC.
16. The Service Provider shall collect coal bills (in triplicate) along with original RR and wagon wise loading detail from coal companies and submit the same to the respective Power Stations with a copy to CRWC on fortnightly basis and shall also render services in reconciliation of accounts with coal companies. Further, the Service Provider shall also collect/arrange original supersessional RR from concerned Railways and submit to the respective plants / CRWC on monthly basis. The Service Provider shall also render services in reconciliation of accounts with Railways.
17. The Service Provider will help power stations for the selection of collieries for coal supplies to the plants whenever required and would arrange for transfer of collieries producing inferior quality to the collieries producing requisite quality of coal.
18. (a) The Service Provider shall paste labels on both sides of each wagon in the rake containing washed coal supplied from CIL subsidiaries indicating "WASHED COAL NOT TO BE DIVERTED" along with the detailed address of the destination as well as other required particulars.
(b) Except extreme exigency, the Service Provider shall ensure that no rake of washed coal is diverted to any other destination except within allotted Thermal Power Stations because coal quantity dispatched/assigned is specifically as per coal matrix. If need be, the Service Provider may post its guards on the rakes to avoid diversion of washed coal.
19. Monthly indented programme finalized by Power Plant / CRWC will be given to the Service Provider. The Service Provider will submit indented programme on FOIS/Coal Companies on behalf of Power Plant / CRWC and get the same sanctioned from Railways. The Service Provider will try to get sanctioned the indented programme from coal companies and railways and would submit a copy of sanctioned programme to the office of CRWC. The Service Provider will represent CRWC at coal loading points during loading of coal.
20. The information regarding offer, allotment, placement, loading & dispatch of rakes plant wise & Coal Company wise shall be submitted on daily basis to CRWC. The Service Provider will also submit monthly statements in this regard to CRWC.
21. The Service Provider will maintain well organized offices under the charge of Senior Level Executive at Delhi NCR, Calcutta, Ranchi, Dhanbad, Nagpur, Bina, Singrauli, Sambhalpur and other cities/places where the head quarter of the coal companies/railways are located and will also maintain field offices in various coal fields from where the coal is to be supplied to plants in accordance with arrangements made by CRWC / Power plant with Coal India Limited/its subsidiary coal companies and railways.
22. Service Provider will help in reconciliation of freight account with railways.
23. The Service Provider shall submit detailed supervision/inspection report for each rake along with the bills.
24. The Service Provider shall also intimate the status of weighment (whether done on electronic weighbridge or otherwise or unweighed) at the loading end to the CRWC through fax/email etc. before the arrival of rake at Power plant

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25. Weighment at Unloading End.

- 25.1. Weighment at unloading end shall be done Coal Company wise/Plant wise.
- 25.2. The weighment as per the in-motion weighbridge with electronic printout (Weighment Report) shall be considered as the weight of coal received at Plants.
- 25.3. In case the in-motion weighbridge is inoperative or not installed, then the weighment as per the printout from the static weighbridge at the tipping point shall be considered as the weighment of coal.
- 25.4. In case the in-motion weighbridge as well as static weighbridge is not operational, or the entire rake is not weighed then the weighment shall be considered as below:
- a) If a rake is partially weighed at Plant's weighbridge and at least 25% of total wagons of a rake are weighed, the average weight per wagon will be applied on the remaining wagons for calculating total actual weight of the rake.
 - b) If a rake is partially weighed at Plant's weighbridge and less than 25% wagons are weighed, the average weight per wagon shall be calculated based on the average of actual weight per wagon of all wagons received during the month from the same colliery and weighed at Plant. In case no rake is received from the same colliery during the month under consideration, the average actual weight per wagon last received during a month from same colliery will be basis of calculating actual weight at Plant.
 - c) In case of a new colliery, if actual weight is beyond measurable under the provision (a) and (b) above, the average weight of complete month for that particular coal company shall be applied for working out the actual weight.
 - d) In case of new colliery, if actual weight could not be worked out under provision (a), (b) and (c) above, then average weight of complete month of last receipt of that coal company shall be applied for working out the weight.
 - e) In case of new colliery and Coal Company, if actual weight could not be worked out under provision (a), (b), (c) and (d) above, then average weight of complete month of last receipt from all the coal fields shall be applied for working out the weight.

27. Weighment at Loading End

In case if any coal rake is dispatched unweighed, the Service Provider will inform the same to CRWC / concerned plant immediately on telephone and by email so that corrective action can be taken.

28. Supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power plant at loading ends:-

- i) Sampling & Analysis work is to be carried out by CSIR-CIMFR (or its Technical Service Provider) in terms of Tripartite Agreement signed between CIMFF, CRWC & concerned coal companies.

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- ii) All financial liabilities as per scope of work, terms & conditions of Tripartite Agreement will be handled by Power Plant directly with CIMFR or coal companies. The Service Provider is required to handle the job as per the scope of work.
- iii) Coal samples will be collected and prepared by CSIR-CIMFR (or its Technical Service Provider) from the loaded coal rakes at various sidings of coal companies as per relevant IS 436-Part-I, Sec.-I, 1964 specification or its latest version/FSA at the time of loading. The Service Provider will supervise/witness (on behalf of CRWC) the samples collection and preparation work at loading ends.
- iv) After preparation, final sample in 3.35 mm size shall be divided into four equal parts (i.e. each for CSIR-CIMFR, coal company, CRWC & Referee Sample).
- v) CRWC part of sample shall be sent by the Service Provider to the concerned Power plant / CRWC through Courier or any suitable mode.
- vi) The sealed samples collected/received from CIMFR are to be delivered through courier/speed post or other suitable mode to concerned Power Plant / CRWC within ten days from the date of preparation of sample by CIMFR.
- vii) All arrangement like transportation, courier/speed posts etc. are to be made by the Service Provider at its own.
- viii) The Service Provider will send the detail of samples collected from CIMFR to the CRWC & the concerned officers in Plants on daily basis through e-mail.
- ix) Samples received from loading ends are to be analyzed in TPS lab by the personnel of the Service Provider. The analysis reports duly signed are to be submitted to the Power Plant / CRWC within 7 days from the date of receipt of samples by the Service Provider at TPS lab.
- x) The Service Provider is required to ensure the delivery of samples within 10 days from the date of preparation of sample by CIMFR, however, if more than 10% of collected samples on monthly basis are received late repeatedly in three consecutive months then CRWC will issue a notice to the Service Provider to improve the performance in the next coming month and if it has not been improved, then CRWC may contemplate to terminate this package of work and may get the work done under provision of Risk & Cost.
- xi) No un-sampled rake should come to Power Plant / CRWC and hundred percent sampling shall be ensured by the Service Provider. If due to any reasons, un-sampled rake is dispatched for Power Plant / CRWC, the same should be immediately informed by the Service Provider to the Power Plant / CRWC through email and will take up the matter with the coal companies and CIMFR/any other agency authorized by Power Plant.
- xii) If CIMFR/any other agency authorized by Power Plant is not working at any siding/colliery of any coal company, then Service Provider will inform CRWC about the same immediately and witness the joint sampling of rakes with coal companies as per FSA.
- xiii) If neither CIMFR/any other agency authorized by Power Plant is working at any siding/colliery of a coal company nor Coal Company is taking samples and a rake is placed at such a siding/colliery, then Service Provider will inform CRWC immediately about the same. In normal course, Service Provider will avoid loading of rake from such a siding/colliery in coordination with Railways & Coal Co. However, if this

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situation occurs at the time of extreme shortage of coal in plants, then decision of same shall be taken by the Service Provider at Power plant.

xiv) If a rake is placed at a new siding/colliery of a coal company, then Service Provider will intimate CRWC / Power Plant regarding declared grade and status of sampling i.e. whether sampling is being done by CIMFR or by Coal Co. or none of them. If such situations arise then decision of same shall be taken by Service Provider from Power Plant whether to dispatch such a rake for or not.

29. Supervision/witnessing of sample collection & preparation work done by CIMFR or by any other agency authorized by Power Plant at unloading ends and analysis of samples received from loading & unloading ends in Power plant labs.

Collection & preparation of coal Samples from loaded rakes at TPS ends is to be carried out by CSIR-CIMFR (or its Technical Service Provider)/any other agency engaged by Power Plant. All financial liabilities as per scope of work, terms & conditions of Bilateral Agreement/MoU will be handled by Power Plant directly with CIMFR/any other agency engaged by Power Plant.

However the Service Provider will carry out/supervise the following works/activities:-

- i) The Service Provider is required to handle the job as per scope of work.
- ii) Coal samples will be collected and prepared by CSIR-CIMFR (or its Technical Service Provider)/any other agency authorized by Power Plant from the loaded coal rakes at TPS ends as per relevant IS 436-Part-I, Sec-I. 1964 Specification or its latest version/FSA at the time of unloading. The Service Provider will supervise/witness (in the presence of plant representatives) the samples collection and preparation work at unloading ends.
- iii) After preparation, final sample in 3.35 mm size shall be divided into three equal parts. One part is to be kept by CIMFR/any other agency authorized by Power Plant, second part is to be kept as Referee and third part is to be analyzed by the Service Provider on behalf of CRWC in laboratory of concerned plant of Power Plant. However, if the size at loading end & unloading end sample received in plant is 3.35 mm or more, then the Service Provider shall prepare the sample as per specification of coal analysis. Necessary equipments and consumable items for analysis work of coal samples shall be provided by plants.
- iv) The analysis work is to be supervised by Chief Chemist or associated officials. The analysis report of the samples duly signed by the Service Provider is to be submitted to CRWC with 07 days.
- v) The Service Provider will also prepare the complete data of analysis reports of unloading ends & loading ends in the office of respective Thermal Power Stations for CRWC.

30. Challenging Referee Samples:-

- i) Referee sample shall be retained in double sealed condition duly signed by representative(s) of coal company, CIMFR or its Technical Service Provider and representative of the Service Provider (on behalf of CRWC) and kept in safe custody at the loading points by CIMFR.
- ii) As per terms & conditions of Tripartite Agreement, Power Utility may raise disputes, if any, within 07 days of submission of the loading end results provided by CSIR-CIMFR.

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- iii) The decision for invoking referee sample will be made by respective Power Plants.
- iv) The Service Provider shall provide information of having witnessed coding/decoding of referee sample(s) invoked by Power Plant and depositing the referee samples in the nominated referee labs failing which penalty shall be imposed on the Service Provider.
- v) The Service Provider on behalf of CRWC / Power Plant will challenge the analysis results and the referee sample shall be sent to anyone of the designated/approved laboratories by CIMFR on rotational basis.
- vi) The Service Provider should conService Provider delivery of referee sample(s) invoked by Power Plant to the nominated laboratory in association with CIMFR on monthly basis.
- vii) As per Tripartite Agreement, CIMFR will make necessary arrangements for analysis of referee sample, the cost of which will be borne by the challenging party and the Service Provider will witness transportation and analysis of referee sample. The transportation charges are to be borne by the Service Provider.
- viii) The analysis results are to be sent by CIMFR to the CRWC/coal Company through e-mail.
- ix) The reimbursement of analysis charges of Referee laboratories paid by Service Provider on behalf of CRWC shall be made on actual basis inclusive of taxes, if any, on monthly basis against the documentary evidence i.e. receipt issued by CSIR/CIMFR/Referee Lab/any other agency also indicating that amount paid is inclusive of GST along with rate/amount of GST.

NOTE: All enabling conditions at loading sidings are to be provided by Coal Company and if any, deficiency is noticed, the Service Provider will lodge the complaint with concerned coal company under intimation to CRWC.

31. CRWC reserves the right to renegotiate the contract, revise the scope of work any time during the pendency of contract.

Remuneration/Penalties

1. Definitions

- A). **MSQ:** - MSQ means the Monthly Scheduled Quantity of coal as defined in Fuel Supply Agreement (FSA).
- B). **Indented Programme:** - Indented Programme means Coal Company wise monthly coal requisition for power plants as conveyed by CRWC or respective plants in the last week of the month proceeding to the month for which requisition has been made to the Service Provider for submitting on the FOIS for approval of Coal Companies. It includes revised programme, if any, conveyed by CRWC or respective plants for regulating the coal supplies during the currency of the month.
- C). **Sanctioned Programme:** - Sanctioned Programme means Coal Company wise monthly programme of rakes sanctioned by Railways for Power Plants.
- D). **Approved Linkage:**- "Approved Linkage" means the Monthly Scheduled Quantity (MSQ) as per FSA, however if:
 - i) The indented programme is less than MSQ then indented programme shall be treated as Approved Linkage.
 - ii) The indented programme is more than MSQ then approved linkage shall be treated equal to sanctioned programme or 105% of MSQ whichever is higher.

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E). **Billed Weight** = Dispatched weight of coal at loading ends as per RRs. However, if there is any difference between RR weight and coal invoice weight, then higher among them shall be considered.

2. There are 03 (three) packages for remuneration/penalties for coal supply and 01 (one) package for incentive of preferred coal mentioned below:

A). Package-1: Services for minimization of transit loss for coal supply.

B). Package-2: Services for linkage materialization, supervising loading of coal to avoid imposition of Idle Freight (PUL) and to avoid penalty for overloading (POL).

C). Package-3: Supervision/Witnessing of Sampling work etc.:-

- Package- 3(a): Supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power plant at loading ends.
- Package- 3(b): Supervision/witnessing of sample collection & preparation work done by CIMFR or by any other agency authorized by Power Plant at unloading ends and analysis of samples received from loading & unloading ends in power plant labs.

D). Package-4: Incentive for Supply of Preferred Coal to Power Plants from CCL, NCL & ECL.

A). Package- 1 (Transit Loss Minimization):

- I. The weight of coal received at Power Stations is generally found lesser than the billed weight. The Service Provider shall take all necessary measures to minimize the difference, which is generally described as Transit Loss or shortage en-route or loss of coal during transit.

Average percentage shortage/Transit Loss during the month between billed weight and actual weight received on monthly basis Coal Company wise/Plant wise will decide the remuneration/deductions and shall be calculated as under: -

Average Percentage shortage/Transit Loss during the month	=	$\frac{(\text{Total billed weight of coal after adding quantity of all the rakes received during the month} - \text{Total/actual weight or coal received after adding quantity of all the rakes received during the month}) \times 100}{\text{Total billed weight of coal after adding quantity of all the rakes received during the month}}$
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Note:-

- a) Quantity of coal originally consigned to some other plant if received, would not be considered in the total received weight of coal.
- b) Coal quantity of unconnected/loose wagons received at Power plant shall not be considered for the purpose of calculating remuneration/penalty of transit losses and shall be excluded from the received weight of coal.

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- c) In case %age of transit losses comes in (-) minus Coal Company wise/Plant wise on monthly basis, it will be treated as zero % for calculation of multiplication factor (P) as per **Table-1** below. The calculation shall be based on coal receipt during the calendar month.
- d) Actual weight will be as per weighment of coal rakes/wagons at Power Plant.
- e) The quantity considered for remuneration on account of transit loss minimization would be computed/calculated coal company wise/plant wise on monthly basis as under:-
- i) In case, the total actual weight received at plant ends is less than total RR weight, then the quantity considered would be equal to total actual weight received minus quantity of stones of size (+) 250 mm received.
- i) In case, the total actual weight received at plant ends is more than total RR weight, then the quantity considered would be equal to total RR weight minus quantity of stones of size (+) 250 mm received.
- f) Deduction/penalty will be worked out on RR weight basis Coal Company wise/Plant wise.
- g) For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity of such rakes shall be accounted in the previous calendar month.

II. The Bidders are required to quote the rates for Transit Loss minimization in Rs 'P' per MT and

- a. Payment for transit loss minimization shall however be made by applying multiplication factor (by multiplying the rates quoted with multiplication factor) mentioned in **Table - 1** on monthly basis by adjusting the penalty, if any.
- b. Multiplication Factor of 'P' for different slabs of transit loss for calculation of remuneration/penalties to be given/recovered from the Service Provider would be as under:-

Table 1		
S. No.	Transit Loss (in %)	Multiplication factor of 'P'
	Remuneration/Incentive	
1	Upto 0.20	1.70
2	Above 0.20 and upto 0.40	1.60
3	Above 0.40 and upto 0.60	1.50
4	Above 0.60 and upto 0.80	1.35
5	Above 0.80 and upto 1.00	1.20
6	Above 1.00 and below 1.20 (Benchmark not included)	1.00
7	BenchMark 1.20	No remuneration
Recoveries/Penalties		
8	Above 1.20 and upto 1.50	0.10
9	Above 1.50 and upto 1.75	0.20
10	Above 1.75 and upto 2.00	0.40
11	Above 2.00 and upto 2.20	0.60
12	Above 2.20 and upto 2.40	0.80

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13	Above 2.40 and upto 2.60	1.00
14	Above 2.60 and upto 2.80	1.20
15	Above 2.80 and upto 3.00	1.40
For transit loss above 3.00%, multiplication factor of 'P' will increase by 0.2 for every 0.2% increase in transit loss.		
The calculation of transit losses shall be done upto two decimal places.		

B). Package- 2 (Linkage Materialization):

- i) Collieries/sidings supplying coal to Power Plants shall be identified by the Service Provider on behalf of CRWC in consultation with plant authorities, if necessary, for maximizing the maturity of coal for the contracted quantity.
- ii) It should be the endeavor of the Service Provider to maximize loading & dispatch of preferred coal from CCL, NCL & ECL to power plants.
- iii) The materialization shall be considered from the date of loading of rakes as per FOIS. The Service Provider shall submit a copy of print out/screenshot of FOIS of last day of the month indicating date of loading of rake(s).
- iv) The bidder will quote rate in Rs 'R' per MT for materialization of coal from various coal companies for all power plants on monthly basis for coal to be supplied by subsidiaries of Coal India Limited in reference to the linkage as per FSA/CSA. The payment of services (remuneration/penalty) as per scope of work shall be regulated in reference to linkage materialization as under:-

Table-2 for CCL & NCL		
Coal Supplies from →	Materialization Range	Remuneration/Penalty
Total Coal Rakes Received in a calendar month →	Above 60% and upto 75% of Approved Linkage	Remuneration @ Rs 'R' per MT for above 60% and upto 75% of total receipt Quantity.
	Above 75% and upto 90% of Approved Linkage	Remuneration @ 2 x Rs 'R' per MT for above 75% and upto 90% of total receipt Quantity.
	Above 90% and upto 100% of Approved Linkage	Remuneration @ 3 x Rs 'R' per MT for above 90% and upto 100% of total receipt Quantity.
	Above 100% of Approved Linkage on request of CRWC	Remuneration @ 4 x Rs 'R' per MT for above 100% of total receipt Quantity.
	Below 60% of Approved Linkage	Penalty @ 4 x Rs 'R' per MT for below 60% of total receipt Quantity.
	Above 100% of Approved Linkage without request of CRWC	Penalty @ 4 x Rs 'R' per MT for above 100% of total receipt Quantity.

Table-3 for WCL & MCL		
Coal Supplies from →	Materialization Range	Remuneration/Penalty
Total Coal Rakes Received	Above 60% and upto 100% of Approved Linkage	Remuneration @ Rs 'R' per MT for above 60% and upto 100% of total receipt Quantity.
	Above 100% of Approved Linkage on request of CRWC	Remuneration @ 2 x Rs 'R' per MT for above 100% of total receipt Quantity.

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in a calendar month →	Below 60% of Approved Linkage	Penalty @ 2 x Rs 'R' per MT for below 60% of total receipt Quantity.
	Above 100% of Approved Linkage without request of CRWC	Penalty @ 2 x Rs 'R' per MT for above 100% of total receipt Quantity.

Table-4 for BCCL & ECL		
Coal Supplies from →	Materialization Range	Remuneration/Penalty
Total Coal Rakes Received in a calendar month →	Above 80% and upto 100% of Approved Linkage	Remuneration @ Rs 'R' per MT for above 80% and upto 100% of total receipt Quantity.
	Above 100% of Approved Linkage on request of CRWC	Remuneration @ 2 x Rs 'R' per MT for above 100% of total receipt Quantity.
	Below 80% of Approved Linkage	Penalty @ 2 x Rs 'R' per MT for below 80% of total receipt Quantity.
	Above 100% of Approved Linkage without request of CRWC	Penalty @ 2 x Rs 'R' per MT for above 100% of total receipt Quantity.

Note:-

- a) Quantity for materialization shall be considered on receipt basis only.
- b) Un-sampled quantity of coal received without prior consent of CRWC shall not be counted in total received quantity for calculation of linkage materialization and penalty shall be levied on un-sampled quantity @ 4 x Rs 'R' per MT.
- c) Quantity of stones of size (+) 250 mm shall also be reduced from the total received quantity for calculation of linkage materialization.
- d) Quantity of coal originally consigned to some other plant if received would not be considered in the total received weight of coal.
- e) Coal quantity of unconnected/loose wagons received at Power plant shall not be considered in the total received weight of coal.
- f) In case, the total actual weight of coal received at plant ends is more than total billed weight, then the quantity considered would be restricted to total billed weight minus quantity of stones of size (+) 250 mm received.
- g) Remuneration shall be payable for excess quantity of coal received above the lower specified limit only.
- h) Penalty shall be levied for shortfall quantity of coal received below the specified limit. However in case coal is received above 100% of approved linkage without request of CRWC, then penalty shall be levied on excess quantity of coal received above 100% of approved linkage.
- i) Remuneration/Penalty shall be calculated coal company wise by respective FSA holder plant.
- j) If the Service Provider is asked to regulate (reduce/increase) coal supplies to any power plant viz-a-viz approved linkage anytime during a month, then the approved linkage for that calendar month will

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be considered on prorata basis. For this purpose written request from the concerned office of CRWC would be mandatory.

- k) Service Provider shall supervise the supply of coal as per FSA/CSA signed with CCL, BCCL, WCL, NCL, ECL & MCL. Service Provider shall ensure supply of coal as per the approved linkage defined above and shall be remunerated/penalized accordingly.
- l) For the purpose of linkage materialization, the monthly linkage would be reduced on prorata basis proportionately (duration wise) in case coal supplies are actually stopped on account of non-payment of freight/coal charges or/and slow down directions issued in writing by CRWC,. Slow down/stoppage of coal supply/resumption of coal supply shall be effective after 4 days of message given by CRWC / Power Plant to Railways/CIL & its subsidiaries.
- m) If Service Provider does not restrict the coal supply as per written message for slow down, then the excess coal quantity if supplied during that period will not be counted towards penalty/remuneration of materialization.
- n) For the purpose of calculation of linkage materialization for the period of slow down/non availability of advance Railway freight etc., the prorata quantity will be considered in MT.
- o) For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity of such rakes shall be accounted in the previous calendar month.

EXAMPLE FOR CALCULATION OF REMUNERATION/PENALTY IN RESPECT OF ACTUAL MATERIALIZATION OF COAL SUPPLIES FROM CCL & NCL: -

Assumptions:-	
Quoted Rate of Materialization	Rs R per MT
Approved linkage in a month	50 Rakes
No. of Rakes received in the month	45 Rakes
Receipt of Un-sampled Rakes without prior consent of CRWC	3 Rakes
Total cakes considered for Materialization	(45-3) = 42 Rakes
% Materialization	42/50 = 84 %
Total Quantity received from a particular coal company (CCL/NCL)	1,80,100 MT
Un-sampled Qty. of coal received without prior consent of CRWC	12,000 MT
Sampled Qty. of coal received	1,68,100 MT
Total billed weight of Sampled Qty. of coal received	1,67,100 MT
Received quantity considered without debit of stones	1,67,100 MT
Quantity of stones of size (+) 250 mm received during the month from a particular coal company (CCL/NCL)	100 MT
Total received quantity considered for Remuneration & Penalty for Materialization	1,67,100 MT
Calculation of Remuneration & Penalty for Materialization	

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60% of total received quantity considered as above	$1,67,100 \times 60\% = 1,00,200$ MT (no remuneration)
Remuneration for above 60% & upto 75% of total received quantity considered as above	$(1,67,100 \times 15\%) \times R = 25,050 \times R$
Remuneration for above 75% & upto 84% of total received quantity considered as above	$(1,67,100 \times 9\%) \times 2R = 15,030 \times 2R = 30,060 \times R$
Total Remuneration	$(25,050 \times R) + (30,060 \times R) = 55,110 \times R$
Penalty on account of un-sampled coal supplied	$4R \times 12,000 = 48,000 \times R$
Net Remuneration (Rs)	$(55,110 \times R) - (48,000 \times R) = 7,110 \times R$ i.e., Remuneration of 7110 x R

Remuneration/Penalties shall be calculated similarly for WCL, MCL, BCCL & ECL.

C). Package - 3 (Supervision/ Witnessing of Sampling work etc.)

Package- 3(a): Supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power Plant at loading ends:-

The bidders are required to quote the rates in Rs 'S-1' per MT for supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power Plant at loading ends as under:-

Table-5 for Loading End	
Description of Work	Remuneration
Services charges for supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power Plant at loading ends for dispatched quantity of coal (as per Railway Receipt) as per scope of work.	@ Rs 'S-1' per MT

Note:-

- a) The payment for witnessing of sampling work done by coal company (Joint Sampling), if any, shall be made on submission of documentary proof or witnessing of joint sampling work.
- b) The sealed samples collected from CIMFR/Coal Company or any other agency authorized by Power Plant at loading ends are to be delivered through courier or other suitable mode to concerned Power Plant / CRWC within ten days from the date of preparation of samples by CIMFR/Coal Company or any other agency authorized by Power Plant, otherwise penalties will be imposed as under:-
 - i) If the Service Provider deliver the collected samples upto the stipulated period of 10 days - full remuneration as per S-1 rates.
 - ii) If sample is received within 11-15 days - 25% penalty of the S-1 rate will be imposed/deducted.
 - iii) If sample is received after 15 days - 50% penalty of the S-1 rate will be imposed/deducted.
- c) The remuneration/penalty on account of Third Party Sampling work at loading end will be computed rake wise for monthly payment purpose.
- d) The payments shall be made on the basis of actual receipt of samples.

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Package- 3(b): Supervision/witnessing of sample collection & preparation workdone by CIMFR or by any other agency authorized by Power Plant at unloading ends and analysis of samples received from loading & unloading ends in power plant labs: - The bidders are required to quote the rates in Rs 'S-2' per MT for supervision/witnessing of sample collection & preparation work by CIMFR or any other party authorized by Power plant at unloading ends and sample analysis in power plant labs:-

Table-6 for Unloading End	
Description of Work	Remuneration
Services charges for supervision/witnessing of sample collection & preparation work by CIMFR or by any other agency authorized by Power plant at unloading ends and sample analysis in power plant labs for received quantity of coal as per weighment of coal at TPS ends as per scope of work.	@ Rs 'S-2' per MT

Note:-

- a) The remuneration/penalty on account of Third Party Sampling work will be computed rake wise for monthly payment purpose.
- b) At unloading ends, if weighed quantity at TPS weighbridges is noticed more than RR quantity, then the remuneration/penalty will be calculated on the RR quantity.
- c) Service Provider shall carry out analysis of Coal Samples received from loading ends & unloading ends in power plant labs. The duly signed analysis reports of the same are to be submitted to the CRWC / Power plant within seven days failing which penalties will be imposed as under:-
 - c.1: If the Service Provider delivers the analysis reports of coal samples upto the stipulated period of 7 days – full remuneration as per S-2 rate.
 - c.2: If analysis reports of coal samples are received within 8-10 days – 25% penalty of the S-2 rate will be imposed/deducted.
 - c.3: If analysis reports of coal samples are received after 10 days - 50% penalty of the S-2 rate will be imposed/deducted.

D). Package-4:- Incentive for Supply of Preferred Coal to Power Plants from CCL/NCL & ECL:

Incentive shall be paid to Service Provider if preferred coal of CCL, NCL & ECL is received beyond their specified respective targets and coal materialization targets are also achieved Coal company wise details of preferred coal & its eligibility condition (target of preferred coal and materialization) to earn incentive is shown in table below:-

Table-7 for CCL, NCL & ECL			
Coal Co.	Preferred Coal	Eligibility Condition for Incentive on account of preferred coal	Incentive Rate payable
CCL	G-8 to G-11	Materialization of CCL is increased above 60% of approved linkage in a month And Received quantity of preferred coal is increased above 50% of total received quantity in a month.	Rs 50/- per MT on excess quantity of preferred coal received above 50% of total received quantity in a month.
NCL	G-8 to G-11	Materialization of NCL is increased above 60% of approved linkage in a month And Received quantity of preferred coal is increased above 85% of total received quantity in a month.	Rs 50/- per MT on excess quantity of preferred coal received above 85% of total received quantity in a month.

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ECL	G-6 to G-11	Materialization of ECL is increased above 80% of approved linkage in a month And Received quantity of preferred coal is increased above 20% of total received quantity in a month.	Rs 10/- per MT on excess quantity of preferred coal received above 20% of total received quantity in a month.
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Note:-

- Grade shall be considered as per coal bills of Coal Company.
- Quantity for incentive shall be considered on receipt basis only.
- Un-sampled quantity of coal received without prior consent of CRWC shall not be counted in preferred coal and total received quantity in a calendar month for calculation of incentive.
- Quantity of coal originally consigned to some other plant if received, would not be considered in the total received weight of coal.
- Coal quantity of unconnected/loose wagons received at Power plant shall not be considered in preferred coal and total received weight of coal.
- Incentive shall be paid by respective FSA holder plant only on the excess received quantity of preferred coal higher than the specified targets mentioned above.
- For rakes dispatched in a particular calendar month but received in plants in next month, the receipt quantity of such rakes shall be accounted in the previous calendar month.

Example: - Incentive Calculation for NCL coal in a calendar month.

Assumptions:-

Approved linkage in a month = 25 Rakes
Grade wise Rake (quantity) received during a month:-

Grade	Sampled Rake (Qty. in MT) Received	Un-Sampled Rake (Qty. in MT) Received without prior consent of CRWC	Total Rake (Qty. in MT) (Sampled + Un-sampled) (MT)
DSC	1 Rake (4,000)	1 Rake (4,000)	2 Rake (8,000)
Preferred coal	19 Rakes	2 Rakes	21 Rakes
i.e. G-8 to G-11	76,000	8,000	84,000
Other Grade	Nil	2 Rake (8,000)	2 Rake (8,000)
Total	20 Rakes (80,000)	5 Rakes (20,000)	25 Rakes (1,00,000)

Total No. of Rakes Received (Sampled + Un-sampled) = 25
No of Sampled Rakes Received = 20
Therefore rakes received for incentive calculation shall be taken as 20 rakes
%Materialization = (20/25) = 80%
Total receipt quantity of preferred coal (Sampled+Un-Sampled) = 84,000 MT

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Receipt of Sampled Quantity of preferred coal (G-8 to G-11)	= 76,000 MT
Receipt of Total Sampled Quantity	= 80,000 MT
% Receipt of Preferred Coal (G-8 to G-11)	= (76,000/80,000) = 95.00%

Eligibility Conditions for Payment of incentives:-

- i. Materialization >60% of approved linkage.
- ii. Receipt quantity of preferred coal i.e. G-8 to G-11 should be more than 85% of total received quantity.

Since materialization of coal is 80% and receipt of preferred coal is 95% during the month, therefore, Service Provider is eligible for payment of incentive, calculated as under:-

Receipt of Sampled Quantity of preferred coal (G-8 to G-11)	= 76,000 MT
Receipt of Total Sampled Quantity	= 80,000 MT
85% of total sampled quantity = (85% of 80,000)	= 68,000 MT
Quantity eligible for incentive = (76,000 - 68,000)	= 8,000 MT
Amount of Incentive @ Rs. 50 per MT = 50 X 8,000	= Rs. 4,00,000/-

Incentive shall be calculated similarly for CCL & ECL.

E). OTHER PENALTIES

Penalties shall be levied on the Service Provider due to lack of services on following accounts also:

i. Penal freight due to overloading (POL):

The Service Provider shall ensure that the wagons are not loaded beyond the permissible limits so that penal freight is not levied by the Railways. If however due to any reason, penal freight is charged by railways, the same shall be borne by the Service Provider. The deduction on account of penal freight shall be made from the Service Provider's bill with respect to POL charges only and penalty on this account shall be levied on the amount calculated after deducting basic freight of additional quality of coal received by Power plant from the total POL amount.

ii. Wagon load dispatches:

The Service Provider shall ensure that coal is dispatched to power plant on full rake load basis. In case it has to pay the freight for coal dispatches on wagon load basis, then the additional freight accrued to CRWC because of difference between wagon load freight paid and rake load freight payable shall be recovered from the Service Provider.

iii. Late receipt of dispatch particulars:

The Service Provider shall send the required data information in the specified formats to the respective plant authorities and CRWC office within the specified period. In case any report(s) is/are not supplied in given time frame or the report (s) is/are found incorrect, then penalty shall be levied @ Rs 300/- per report.

iv. Penalty on account of Underloading/Idle freight:

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Penalty @ 5% of the Net Idle Freight/Underloading charges borne shall be levied on the Service Provider. For this purpose, Net Idle Freight/Underloading charges borne shall be calculated as:-

(Underloading amount calculated as per RR) minus (Underloading amount calculated by CRWC as per FSA or Underloading credit issued by coal company, whichever is lower).

However, if net idle freight/underloading charges borne works out to be negative at any stage, then no credit on this account shall be passed on to the Service Provider.

v. Penalty on Account of non supply of information regarding referee sample:-

The Service Provider shall provide information of having witnessed coding/decoding of referee sample(s) invoked by power plant / CRWC and depositing the referee samples in the nominated referee labs. In case of failure, penalty shall be levied on the Service Provider @ Rs 500/- per referee sample.

- vi.** Service Provider shall furnish documentary evidence in respect of established offices such as rent deed/agreement, electricity bill, telephone bill or consent letter of Group Companies for use of office space in the name of Service Provider. If the Service Provider fails to submit the same, a penalty of Rs. 1,00,000/- per month per office shall be deducted from their monthly bills.

3. PAYMENT

- i) In case some quantity of coal of a coal company is diverted/sanctioned to/for any other plant, then calculation of remuneration/penalties of Service Provider shall be done by the respective FSA holder plant.
- ii) The Service Provider shall submit monthly bills in triplicate Plant wise as per prescribed format indicating Remuneration and Penalty separately immediately after completion of the preceding month but not later than 21 days of the following month along with following documents (duly sign & stamp) to the respective CRWC:-
- A. Invoice
 - B. Calculation sheet of Remuneration/Penalty for Transit loss
 - C. Calculation sheet of Remuneration/Penalty for Materialization along with screenshot of FOIS of last day of month.
 - D. Calculation sheet of Remuneration/Penalty for Sampling at Loading ends.
 - E. Calculation sheet of Remuneration/Penalty for Sampling at Un-loading ends.
 - F. Calculation sheet of Incentive for preferred coal if any.
 - G. Calculation sheet of Penalty for Overloading.
 - H. Calculation sheet of Penalty for Underloading.
 - I. Calculation sheet of other Penalty like wagon load dispatch, late receipt of dispatch particular, Non supply of information regarding referee samples etc., if any.
 - J. Documentary proof of witnessing joint sampling by Coal Company.
 - K. Documentary evidence in respect of established offices at any 3 no. hub centers out of 9 no. hub centers of coal company along with first bill be submitted to CE/Fuel office.
 - L. The bills should be submitted along with the required Bank Guarantee (BG). In case, Service Provider could not submit BG along with the bills, same can be submitted to the office of CE/Fuel before payment.
 - M. Any other documents required by the office of CRWC.
- iii) Bills received at CRWC will be verified after deduction of penalties.

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- iv) if total payments (including taxes) payable to the Service Provider (including payments already made) against the contract exceed the amount of Security deposit plus BGs (excluding PBG) available with CRWC, then Service Provider shall submit Bank Guarantee for excess amount to release its further payment. These Bank Guarantees (including PBG) shall remain in force beyond four months after the completion of contract period. These Bank Guarantees (including PBG) shall be released after four months of completion of contract, reconciliation of accounts between Service Provider & CRWC and settlement of disputes (if any) under this work order whichever is later to the entire satisfaction of CRWC.
- v) In addition, security deposit @ 10% of gross payable amount (including GST) shall be deducted from the running bills of the Service Provider during the contract period. The Security deposit of the Service Provider, unless or otherwise specifically mentioned shall be released after four months of completion of contract settlement or disputes (if any) under this work order, reconciliation of accounts between CRWC & Service Provider whichever is later, to the entire satisfaction of the CRWC.
- vi) If total deduction in any month exceeds remuneration, such a difference will be carried forward and recovered from future bills/any pending payments of the Service Provider or otherwise from his pending payments available with CRWC.
- vii) CRWC shall have the right to adjust the penalty from the remuneration due.
- viii) In case the net penalty on account of various provisions as in this contract exceeds in any month for CRWC as a whole, the recovery of penalty (including GST as applicable) shall be done from the bills of next month securities, Bank Guarantees (if any) and Performance Bank Guarantees.
- ix) If the contract is not terminated due to unsatisfactory performance of Service Provider then at the end of contract including extended period of contract, total penalties for CRWC as a whole will not exceed total remunerations for CRWC as a whole. In such a scenario, CRWC shall not recover the excess penalty (total penalty/total remuneration) from the Service Provider.
- x) No interest shall be payable for delayed payment if any.
- xi) The Service Provider shall furnish relevant documents along with the bills. In absence of any document if the payment is delayed, CRWC shall not be responsible for such delays.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Change of name of Bidder/Service Provider.

At any stage, the order placing authority, shall deal with bidder/Service Provider only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for the execution of the contract shall be that of Service Provider. Under no circumstances the Service Provider shall be relieved of any obligations under the contract. The order placing authority may however at its discretion deal with the Service Provider/representatives/consortium partners and such dealing shall not absolve the Service Provider from his responsibilities/obligations/liabilities with the CRWC under the contract. Any change/alteration of name/constitution/organization of the Service Provider shall be duly notified to the order placing authority and the order placing authority reserves the right to determine the contract in case of such notification.

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2. Risk and Cost.

CRWC reserves the right to cancel the work order due to non-fulfillment of contractual terms and CRWC shall recover the damages incurred for the engagement of some other agency(ies) to carry out the activity(ies), full/part scope of work covered under this work order.

3. Subletting: The Service Provider shall not sublet the contract without the consent in writing of CRWC.

4. All payments under this contract shall be made in Rupees unless otherwise specified.

5. Security Deposit:

5.01. With a view to assure the faithful execution of contract, the **Earnest Money Deposit of Rs. 25.00 Lacs** of successful bidder. In addition, security deposit @ 10% shall be deducted from the running bills of the Service Provider during the contract period.

5.02. NOTE: The Tenderer participating under the category "MSEs registered with the prescribed agencies; irrespective of relevance of product category (Reference FAQ vide O.M no. F. No. 22(1) dated 24.10.2016) are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CRWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be fully effective and valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter."

(a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs) subject to the Bidder submitting a valid MSE's registration certificate.

(b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).

(c) MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board.
- (v) National Small Industries Company
- (vi) Directorate of Handicraft and Handloom

Any other body specified by Ministry of MSME. w.e.f. 18.09.2015, MSE registered with Udyog Aadhar Memorandum (UAM).

5.03. Security deposit of the Service Provider, unless or otherwise specifically mentioned, shall be released after 4 months of completion of the contract or settlement of disputes under this work order or

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reconciliation of accounts with the Service Provider, whichever is later, to the entire satisfaction of the CRWC.

- 5.04. If the Service Provider fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for CRWC to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the Service Provider.
- 5.05. No interest shall be payable to the Service Provider on security deposit and Earnest Money Deposit (EMO).
- 5.06. In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of CRWC on the supplier/Service Provider for any damages or for any loss sustained by CRWC on account of such breach.

6. PERFORMANCE BANK GUARANTEE AND BANK GUARANTEES: -

Service Provider shall furnish a Performance Bank Guarantee to CRWC on prescribed format of CRWC for an amount of Rs. 2.25 Crores (Two Crores Twenty-Five Lakhs) from any of the scheduled nationalized banks acceptable to CRWC along with Bank Guarantee of Rs. 3 00 Crores (Three Crores). The Bank Guarantee of Rs 3.00 Crores shall be adjusted against running payments of the Service Provider.

However, at any point, if total payments (including taxes) payable to the Service Provider (including payments already made) against the contract exceed the amount of Security deposit plus BGs (excluding PBG) available with CRWC, then Service Provider shall submit Bank Guarantee for excess amount to release its further payment.

All Bank Guarantees and Performance Bank Guarantee shall remain in force beyond four months after the completion of contract period. These Bank Guarantees (including PBG) shall be released after four months of completion of contract, reconciliation of accounts between Service Provider & CRWC and settlement of disputes (if any) under this work order whichever is later, to the entire satisfaction of CRWC. The contract Performance Bank Guarantee and other Bank Guarantees furnished by Service Provider shall be irrevocable, non-transferable & unconditional and CRWC shall have the right to invoke it notwithstanding any dispute or difference between Service Provider and CRWC pending before any court tribunal arbitrator or any other authority.

7. Force Majeure:

- a) Notwithstanding the provisions of clause(s) of this NIT/Order for penalties, the Service Provider shall not be made liable for any loss or damage due to delay in execution of work as may result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.
- b) The decision of CRWC in all matters under this clause shall be final and binding on the Service Provider.

8. The failure to act/perform duties according to the scope of work, shall be considered as non performance of duty and shall amount to breach of contract. In case penalties exceed remuneration as a whole in consecutive three months, then performance of Service Provider shall be considered as unsatisfactory and CRWC shall reserve the right to initiate action and to forfeit the security deposit, Bank Guarantees (if any), PBG and any other pending payments.

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9. Liabilities for Damages:

- 9.01. If due to Service Provider's negligence and/or non-observance of safety codes and other precautions, any accident/injury occurs to any other person/public, the Service Providers shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labor laws and/or rules in force from time to time.
- 9.02. If due to Service Provider's carelessness, negligence or non-observance of rules/safety precautions, damage to property or to personnel's occurs, the same will be recovered from the running bills of the Service Provider and/or from Service Provider's security deposit.

10. Contract Period:

The period of contract shall be for a period of two years from the date of issue of Letter of Acceptance/Work Order (whichever is earlier) extendable at the discretion of CRWC for a further period of three months on the same rates, terms and conditions, which shall depend upon the performance of the Service Provider. The work will be started within 7-days from the date of issue of LOA/Work Order.

11. Withholding of Payment:

CRWC may withhold the whole or part of any payment for work executed by the Service Provider which in the opinion of CRWC is necessary to protect CRWC from loss on account of as given below but not limited to:-

- a) Services not rendered as per the scope of work.
- b) Damage to CRWC or others property.
- c) Penalties if imposed on account of statutory labor laws or by court of law in case of injuries inflicted on any personnel including those of CRWC.

12. Obligation of Service Provider:

- 12.1. The Service Provider shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and/or issued by CRWC.
- 12.2. The Service Provider shall be fully responsible for the conduct of its employees. Any act of misbehavior/man-handling/theft on part of the Service Provider's employees shall be reckoned as breach of contract.

13. Power to Vary or Omit any item of work:

No alteration/amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the Service Provider except as directed in writing by CRWC, New Delhi. CRWC will have full powers subject to the provision hereinafter contained from time to time during the execution of contract by notice in writing to instruct the Service Provider to make such variations without prejudice to the contract and the Service Provider shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the Service Provider, if carried out prevent them from fulfilling any of their obligation under the contract, the Service Provider shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority conService Providers their instructions, the Service Provider's obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall

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be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the work order. But CRWC shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

14. Negligence.

If the Service Provider shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the CRWC in connection with this contract or shall contravene the provisions of this contract, CRWC shall be at liberty to take the work wholly or in part out of the Service Provider's to re-contract to any other Service Provider at the risk and cost of the original Service Provider who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for the CRWC to retain any balance amount which may otherwise become due to the Service Provider on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the contactor or if the amount due is not sufficient to cover the amount thus recoverable from the Service Provider, it shall be lawful for the CRWC to recover the whole or the balance of the amount from the Service Provider by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to CRWC under other clauses of the contract.

15. Bankruptcy:

If Service Provider shall commit any act of bankruptcy or being a corporation commences to be, wound up except for re-construction purposes or carry on its business under a receiver the executors, successors, or other representative in law of the estate of the Service Provider or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to CRWC and shall for one month take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the Service Provider providing such guarantee as may be required by CRWC but not exceeding the value of work. In the event of stoppage of work, the period for the option under this clause shall be 14 days only, provided that the above option not be exercised, the contract may be determined by CRWC by notice in writing to the Service Provider and the same power and provisions reserved to CRWC on the last proceeding clauses of taking the work out of the Service Provider's hands shall immediately become operative.

16. Arbitration:

- i) All matters, questions, disputes, differences and/or claims arising out of and/or concerning, and/or in connection with, and/or in consequence of, and/or relating to any contract, whether or not obligations of either or both the Service Provider and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed by MD, CRWC. The award of the Arbitrator shall be final and binding on both the parties to the contract.
- ii) The venue of the arbitration shall be New Delhi.
- iii) All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, with any statutory modifications thereof for the time being in force.

17. Termination of Contract:

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CRWC reserves the right to terminate the contract in full or part thereof at its sole discretion without assigning any reason after giving one-month notice to the Service Provider.

18. Jurisdiction:

All legal proceedings in connection with contract shall be subject to the territorial, jurisdiction of Delhi High Court at New Delhi

19. Labor Laws:

The Service Provider will abide by all labor laws/Acts, EPF, ESI, Safety rules and regulations or any other law enforced by statutory authorities framed/amended from time to time for the staff deputed at collieries/loading points of coal companies.

20. The work can be divided between more than one Service Provider in any manner at the discretion of CRWC.

21. CRWC reserves the right to reject any or all the tenders without assigning any reason.

22. Short Closing of Contract:

CRWC reserves the right to short close the contract without assigning any reason after giving a notice of 1-month to the Service Provider for which no compensation shall be paid.

1. The details of plant wise capacity, coal company wise ACQ, coal grade and connected Railways is as under:

CRWC Location	Coal Company	Annual Contracted Quantity (ACQ) (Lac MT)	Grade/GCV Band of ROM coal	Connected Railway	Nearest Railway Station to Power Plant
Panipat	CCL	20.6	G-7 to G-11/W-IV/ Beneficiated Coal	East Central Railway (ECR)	Panipat Jn (Northern Railway)
	BCCL	11.6	G-5 to G-12, W-III & W-IV and Washed Coal	East Central Railway (ECR) & South Eastern Railway (SER)	
	WCL	2.3	G-8 to G-9	Central Railway (CR)	
	Sub. Total	34.5			
Yamuna Nagar	CCL	28	G-7 to G-11/W-IV/ Beneficiated Coal	East Central Railway (ECR)	Kalanaur (Northern Railway)
	Sub. Total	28			
Hisar	MCL	15	G-10 to G-13	South Central Railway (SECR) East Railway	Barwala
	ECL	4	G-10 & above	Eastern Railway (ER)	(Northern Railway)
	NCL	15	G-7 to G-10	East Central Railway (ECR)	
	CCL	13.02	G-7 to G-12	East Central Railway (ECR)	
	Sub. Total	47.02			

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2. CRWC gives no guarantee of quantity of coal and in case of any variation no remuneration/penalty will be considered on this account. CRWC at its discretion may increase/decrease scope of work for Service Provider keeping in view future requirements.

ELIGIBILITY CONDITIONS FOR THE BIDDERS

The following supporting documents are to be submitted along with the Bid:

EXPERIENCE: Only those Bidders shall be considered who have experience as Service Provider for minimization of transit losses, liaising with coal companies and railways for supply and dispatch including supervision of minimum **11 Lac\MT** of coal in any one year during preceding 3 financial years i. e. 2016-17, 2017-18 & 2018-19 (of Power Utilities / Electricity Boards / Steel Plants / Fertilizer Plants / Cement plants owned by Govt / Semi Govt (State / Central) / Private Thermal Power Plants & PSUs only Documentary proofs like copies of work orders / contract agreements should be enclosed with **Price Bid** along with satisfactory performance certificate. The performance certificate relating to Work Order against which bidder is claiming eligibility must be on the letter head of the Organization and signed by the authorized signatory of that Organization. Experience of providing such services for dispatch of ROM coal by Rail shall only be considered. The experience of washery operators and work executed on subletting basis shall not be considered for eligibility. The experience of any sister concern or joint venture shall not be considered.

TURNOVER: Sole Bidders must have minimum Average Annual turnover of **Rs. 491 Lakhs** during preceding 3 financial years i.e. 2016-17, 2017-18 & 2018-19 for which the bidders shall submit documentary proofs i.e. audited balance sheets. In case where audited results for the last preceding financial year is not available, certification of financial statement of bidder from a practicing Chartered Accountant shall be considered. The turnover of any sister concern or joint venture shall not be considered.

NON BLACKLISTING CERTIFICATE: The bidder should certify that it has not been blacklisted by any organization presently. However, in case such certification is found wrong at a later stage, then it will be construed as misrepresentation of facts and the bidder shall be liable for blacklisting and other penal actions.

EVALUATION CRITERIA:

Based on the total linkage materialization, a total coal quantity of 28 Lac MT has been taken for evaluation of L-1 bidder.

Evaluation Formula = [Rate 'P' quoted in Rs/MT X 28,00,000 X (1.7)] + [(Rate 'R/2' quoted in Rs /MT X 1,00,212) + (Rate 'R' quoted in Rs /MT X 1,00,212) + (Rate' R/2' quoted in Rs /MT X 39760)+ (Rate 'R' quoted in Rs /MT X 79520) + (28,00,000 X Rate 'S- 1'quoted in Rs/MT + 28,00,000 X Rate 'S-2' quoted in Rs/MT)]

Where:

P = For Transit loss minimization (Package No.1) – Rs per MT (total coal quantity of 28 Lac MT assumed to be received).

R = For Linkage Materialization (Package No.2) – Rs per MT for the quantity of 28 Lac MT (approximately).

S-1 = For Third Party Sampling work at loading ends for dispatched quantity of coal (quantity as per Railway Receipt).

S-2 = For Third Party Sampling work at unloading ends for received quantity of coal as per weightment of coal at TPS ends.

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FORMAT FOR FINANCIAL BID

S.No.	Details of Package	Particulars	Rates to be Quoted in Rs.
A).	Package- 1 (Transit Loss Minimization)	Bidders are required to quote the rates for Transit Loss minimization in Rs 'P' per MT.	
B).	Package- 2 (Linkage Materialization)	Rate 'R' in Rs per MT for materialization of coal Company wise and Plant wise for coal supplies from CCL, WCL, NCL, MCL, ECL & BCCL.	
C).	Package – 3a (Supervision/ Witnessing of Sampling work etc.)	Services charges for supervision/witnessing of sample collection & preparation work done by CIMFR/Coal Company or by any other agency authorized by Power Plant at loading ends for dispatched quantity of coal (as per Railway Receipt) as per scope of work.	
	Package – 3b (Supervision/ Witnessing of Sampling work etc.)	Services charges for supervision/witnessing of sample collection & preparation work by CIMFR or by any other agency authorized by Power plant at unloading ends and sample analysis in power plant labs for received quantity of coal as per weighment of coal at TPS ends as per scope of work.	

GST %

Note: - If bidder does not quote the present rate of GST, it will be assumed that the rates quoted by bidder for all packages are inclusive of GST and no GST will be payable extra.

Documents to be submitted:

S.No.	Document	Submitted (Yes/No)
1.	Experience Certificate	
2.	Turnover Certificate	
3.	Non-Blacklisting Certificate	
4.	MSME Certificate	

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