

**Notice Inviting Application from Registered Contractors for
Transportation of Coal, and loading by Pay-loaders.**

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(Discount Bidding System)

Ref: GM/KENDA/DISCOUNT BID(12-13)/COAL/12/60828

DATE:28.01.2012

Sealed Discount bid on SOR are invited from Registered Transport contractors of ECL for Transportation of coal by tipping trucks/ mechanical loading/for the following routes /locations: Calculation for estimated value as per Based on latest SOR no. ECL/HQ/CMC/ Transport/1816, dt. 14.12.2011 effective from 01.07.2011,for the year 2012-13.

Sl. No.	Depot/Colliery from where raw coal to be transported		Approx one way distance	Approx. quantity in MT	Estimated value (Rs.)	Period of work
	From	To				
3	Siduli JK Unit CHP	Bahula Siding	8.82	2000	98440.00	1.4.12 to 31.3.13
4	Siduli hand tippler	Bahula Siding	8.82	3000	147660.00	1.4.12 to 31.3.13
18(a)	Lower kenda 6 pit	Lowerkenda coal dept	0.49	16165	192201.85	1.4.12 to 31.3.13
21	Bahula PJ unit	Bahula Siding	0.97	30650	420211.50	1.4.12 to 31.3.13
25	Loading on Wagon at Bahula siding			1615000	11757200.00	1.4.12 to 31.3.13

Note: In case coal unloaded at Siding instead of CHP, the rate will be reduced by Rs. 0.40 per MT. The above quantities are as per plan and projections. This may vary due to unavoidable circumstances beyond control of management, for which no claim from the contractors will be admissible by management.

For detailed terms & conditions and information refer SOR available with the department. For detailed BOQ refer page-2. This bid is to be guided by likely effective rate applicable from time to time and detailed terms & conditions of the SOR effective from 01/04/2012 up to period of contract.

Eligibility criteria:

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the work value tendered (job-wise).in Govt./Semi-Govt./Public Sector/Joint Sector/Public-Limited COs in Private Sector.
2. Bidder shall have ownership of a fleet of minimum 1/3rd of Tipping Trucks/Pay Loaders (as required for the bid in question for this work). In case the bidder is having higher capacity Tipping Trucks/Trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenderers will be opened who fulfill eligibility criteria as at (1) & (2) above through documentary evidence.

Sl. No.	Depot/Colliery from where raw coal to be transported		Approximate qty. to be transported per day (Te)	No. of tipping trucks required (10 Te) capacity	No. of tipping trucks to be owned by the bidders
	From	To			
3	Sidhuli JK unitCHP	Bahula Siding	6.56	1	1
4	Sidhuli hand Tippler	Bahula Siding	9.84	1	1
18 (a)	Lower kenda 6 pit	Lowerkenda coal dept	53	1	1
21	Bahula PJ unit	Bahula Siding	100.49	1	1
25	Loading on Wagon at Bahula siding		5295	4	2

(1) Registration shall be for coal in case coal transportation.

(2) Registration shall be for coal & Loading both in case of jobs involving loading & coal transportation.

General Instructions for Submission of Tender:

A bidder is required to submit his offer in sealed covers giving reference to this Tender notice and date. The offer shall be in two parts, Part-I & part-II shall also be in sealed covers clearly super scribed Part-I & Part-II on respective covers giving reference of the NIT, date and rout for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

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Part-I shall cover documents fulfilling eligibility criteria, photo copy of proof of Registration with ECL, Truck RC book etc.

Part-1

Ref no

Date

Discount Bid No.:

Date

1. Name of the company:
2. Name of the proprietor:
3. Weather company is in partnership (if yes copy of deed) :
4. Name of the work for which bid submitted & job sl. no.(copy of bid notice to be attached)
5. Quantity & amount ordered during any of last 7yrs. With no. & date(with proof i.e. WO copy):
Te/Cum Rs.
6. Quantity executed and amount of bill received corresponding to WO during the year (with proof i.e. certificate from Manager and Finance to be attached): Te/Cum Rs.
7. No. Of tippers on contractors name (with proof i.e. copy of registration book)
8. Proof of ECL registration: No & date of the order (copy to be attached)
9. Earnest money DD no. Dt. Rs.

Registration no.

Name on whom

Capacity (Te)

Of tipper/pay loader

Registered

i)

ii)

iii)

The above tippers/pay loaders are registered in my/company's name and have fitness for plying on road, have valid Insurance and pollution control certificate. The above information are true and authentic.

Signature of

Proprietor(with seal)

Part-II shall cover price offer as notified. The rates offered should be valid for 120days from the date of opening of Part-I of the tender.

Part-II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part-I. No clarification will be asked by the department and department will consider eligibility of the bidder for opening Part-II only based on documents submitted with the bid. No subsequent document for making the bid eligible if submitted by the bidder suomoto will be considered.

No rectification by the bidder will be allowed to make the bid valid/responsive.

Earnest Money:

Rs.(1% of the Estimated Cost mentioned in page-1 & Bill of quantity against each point rounded off to nearest hundred rupees subject to maximum 50.00 lakhs) as Earnest Money to be deposited in the form of demand Draft drawn in favour of "ECL Kenda Area" payable at Asansol on any RBI approved schedule Bank.

Earnest money will be forfeited in case of failure of the party to start work within 10 days of issue of LOI/work order.

Earnest money of unsuccessful bidders will be refunded after finalization of bid.

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Security deposit:

The contractor/contractors shall permit the company at the time of making any payment to him/them for work done under the contract, to deduct such sums as along with the amount of earnest money already deposited, would amount to 5% of the contract sum subject to maximum amount of Rs. 10(ten) lakhs. The security deposit will not carry any interest.

The contractor shall deposit immediately after receipt of letter of intent, the balance 1% of award value after security deposit. The balance amount of security deposit shall be recovered from the contractor's running account bills to be submitted for the work done under the contract and shall remain at the disposal of the company as security for satisfactory execution and completion of the work in accordance with the provisions of the contract.

The aggregate amount of the initial security deposit and security deposit recovered shall not exceed 5% of the awarded value of the contract as the case may be, or the respective maximum limits stated above, whichever is lower.

The company shall be at liberty to deduct appropriate amount from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The security deposit shall be refunded after expiry of 3(three) months from the date of satisfactory completion of the work as per the work order or from the date of termination of work by the management, subject to recovery of the company's dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

Receipt of tenders:

Bids are to be received in sealed covers up to ...15.00 Hrs. on 27.02.2012 at the office of the GM, Kenda Area.

Opening of Tenders:

Tenders will be opened at ...1530 Hrs. on 27.02.2012

The company is not under any obligation to accept the lowest bidder/bidders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

Cancellation of LOI/ Work order:

The contractor shall have to start the work within 10 days from the date of issue of letter of Intent/Work order as applicable and also maintain desired progress failing which the LOI/work order may be cancelled.

Signing of Integrity Pact – The Integrity Pact should be signed & submitted by the bidder

Along with Part- I of the Tender.

Name , Address & Contract no of the External Monitors –

Sl.No.	Name	Address
1	Shri Debabrata Bandopadhyay, IAS,(Retd.)	GD-89, Sector III, Salt Lake, Kolkata-700106.Ph.no. 033-23348534
2	Shri Sujit Shankar Chattopadhyay, IAS,(Retd.)	CK-205, Sector- I , Salt Lake , Kolkata-700091. Ph.no. 033-23216602

Signing of Agreement: - for work value for more than 5 Lakhs agreement to be executed by the Contractor as per enclosed format .

**General Manager
Kenda Area.**

Distribution:

1. GM/TS to CMD, ECL HQ, Sanctoria.
2. DT(OP)/DT(P&P)/D(F), ECL HQ, Sanctoria.
3. CVO, ECL HQ, Sanctoria.
4. CGM,(CMC), ECL HQ, Sanctoria.
5. CGMs/GMs of all the areas of ECL.
6. Asansol/Ranigunj/Durgapur Chamber of Commerce.
7. AGM, Kenda Area.
8. Area Finance Manager/ Area Manager Transport, Kenda Area.
9. Notice Board.
10. Copy to Independent External Monitor: -
 - (i) Shri Debabrata Bandopadhyay, IAS,(Retd.)GD-89,Sector III ,Salt Lake, Kolkata-700106.
 - (ii) Shri Sujit Shankar Chattopadhyay, IAS,(Retd.)CK-205, Sector- I, Salt Lake, Kolkata-700091.

INTEGRITY PACT

Between

Eastern Coalfields Limited (ECL) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble The Principal intends to award, under laid down organizational procedures, contracts for _____ . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international “Non-Governmental Organization” “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cauterization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

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4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

(1) The Bidder declares hat no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(3) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corrupt on Laws of India, and the Chairperson has no, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.
- (9) The word “Monitor” would include both singular and plural.

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Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Sanctoria.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a Partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

for the Bidder/contractor

Place

Witness 1

Date

Witness 2

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AGREEMENT FORM

This agreement made the Day of 20 between (Name and address of the Employer) (hereinafter called “ the Employer”) and (name and address of contractor) (hereinafter called “ the Contractor “ of the other part).

Whereas the Employer is desirous that the Contractor execute.(Name and identification number of Contract) (Hereinafter called “ The Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all respects with the provisions of the Contract.
2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement Viz.
 - (i) Letter of Acceptance
 - (ii) Notice to proceed with the work,
 - (iii) Contractor ‘s Bid.
 - (iv) Conditions of Contract.
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities

and any other document listed in the Contract Data as forming part of the contract.

* IN witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The common seal of

Was hereunto affixed in the presence of

Signed, Sealed and delivered by the said

In presence of

Binding Signature of Employer

Binding signature of the Contractor.....

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Bill of Quantity

Sl. No.	Depot/Colliery from where raw coal to be transported		Approx one way distance	Approx quantity in MT	SOR		Estimated value (Rs.)
	From	To			Rate(Rs./Te	others	
3	Sidhuli JK unitCHP	Bahula Siding	8.82	2000	49.22		98440.00
4	Sidhuli hand Tippler	Bahula Siding	8.82	3000	49.22		147660.00
18(a)	Lowerkenda 6 pit	Lowerkenda coal dept	0.49	16165	11.89	--	192201.85
21	b) Bahula PJ unit	Bahula Siding	0.97	30650	13.71	--	420211.50
25	Loading on Wagon at Bahula siding			1615000	7.28	--	11757200.00

Note: In case coal unloaded at Siding instead of CHP, Rs. 0.40 per MT will reduce the rate where applicable.

Note: 1. Break up of others applicable for relevant work.

Others = Loading + CCA or other allowance, as applicable.

2. All the rates mentioned may vary.

3. Rates mentioned are provisional and currently applicable based on Diesel price.

4. For payment- Discount shall be applicable on likely effective SOR rates (inclusive of others) of 01.4.12 to period of contract.

5. CCA for the period of contract is not yet finalized. Payment, if any towards CCA will become payable only when approved by Management.

Scope of work: Loading of tippers from coal stock yard by mechanical means and transport of the same as per destination and rout indicated above and also unloading the same.

(A) Date and time of submission of Tender: 15.00hrs on 27.02.2012

(B) Date and time of opening of tender (part – 1): 15.30hrs on 27.02.2012

To be filled by the bidder:

We offer.....% discount on the rates mentioned above and also on likely effective rates applicable from time to time on SOR applicable from 01.04.2012 up to the period of contract.

Signature of the Bidder (with seal)