



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005 (Fax No- 0326-2230183)

Tender No: PUR/I&S/TRANSPORTATION/RC/10-11/11

Due Date and time of receipt of tender: -Up to 3.00 PM on 16.06.2010

Due Date of opening of tender: -At 3.30 PM on 16.06.2010

(In the office of CGM(MM), Koyla Bhawan, Dhanbad)

Cost of tender documents:- Rs.2000.00. In the form of demand draft of any scheduled Bank in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad.

Those tenderers who have downloaded the tender documents from web site must enclose cost of tender document in the form of demand draft in PART-III ENVELOPE otherwise their offer will be rejected without any reference.

Required Earnest Money: - Rs.70,000.00 (Rs Seventy Thousand only) in the form of Demand Draft of any scheduled bank in favour of " BHARAT COKING COAL LIMITED" payable at Dhanbad to be submitted along with Techno-commercial bid.

Tender is invited from proven transporter for transportation of Iron & Steel materials from SAIL Bokaro stockyard, Bokaro stockyard Ballidih, SAIL, Burnpur stockyard, and RINL ,Kolkata stockyard to the different areas of BCCL by Trailor & Truck and the details is at Annexure (I)

IMPORTANT NOTE: -

1. Tenders must be submitted in two-bid system. The details of terms & conditions should be given in COMMERCIAL BID envelope (Part I) duly sealed and super scribed with tender no. and due date of opening. The rates of transportation as per Annexure-I must be given in separate envelope marked as PRICE BID (Part –II) duly sealed and super scribed with tender no. and due date of opening. Part-III of the tender will be applicable to those tenderers who have download the tender document from our web site. All the three sealed envelopes should be kept in bigger envelop duly sealed and must be super scribed with tender no. and due date of opening. **Hand written offers will be summarily rejected.**
2. A certificate regarding transporter detail as per Annexure II duly signed by the tenderer must be enclosed along with commercial bid (Part I)
3. Tenders must be submitted strictly as per terms and conditions attached herewith. Tenderers must have their own fleet of vehicles in the name of Firm or Proprietor/Partner of the Firm. The photocopy of vehicles certificate duly attested by court notary should be submitted along with commercial bid (Part I).
4. Proven transporter means the firm who had concluded rate contract for transporting Iron & Steel materials with BCCL in past and successfully executed the same. Offer of those firm (Transporter) may also be considered proven if they enclose the copy of the rate contract for the transportation of Iron & Steel materials concluded with any subsidiary of CIL / Govt. Deptt./ PSUs along with successful performance. Validity period of such rate contract should not have expired earlier than the last 3 years from the due date of opening of this tender.
5. The bidder should be registered under Service Tax Act and self attested copy of registration certificate must be submitted along with Techno-commercial Bid.

Chief General Manager (MM)

ANNEXURE- I

Description of stores

<u>Iron & steel materials like Angles, Channels, Flats , Rounds , TMT Bars , Girders ,30/60/90/105 lbs Rail, Pig iron, & other materials.(Approx quantity 10,000 MT)</u>
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Sl. no	From	To	Rate per MT.
1	SAIL - Bokaro stock yard	All consignee Areas namely – Barora, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore , Bastacolla , Lodna , E.J.Area – Bhowra ,W.J.Area- Moonidih , Block-II , Central Stores –Jealgora/Ekra Ropeways , Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washey Zone- (Sudamdih , Bhojudih ,Patherdih) , Madhuban Washery .	
2	SAIL - Bokaro stock yard	Chanch –Victoria Area.	
3	SAIL – Balidih stock yard	All consignee Areas namely – Barora, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore , Bastacolla , Lodna , E.J.Area – Bhowra ,W.J.Area- Moonidih , Block-II , Central Stores –Jealgora/Ekra Ropeways , Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washey Zone- (Sudamdih , Bhojudih ,Patherdih) , Madhuban Washery .	
4	SAIL – Balidih stock yard	Chanch –Victoria Area .	
5	SAIL , Burnpur Stockyard.	All consignee Areas namely – Barora, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore , Bastacolla , Lodna , E.J.Area – Bhowra ,W.J.Area- Monnidih , Block-I I , Central Stores –Jealgora/Ekra Ropeways , Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washey Zone- (Sudamdih , Bhojudih ,Patherdih) , Madhuban Washery .	
6	SAIL Burnpur Stockyard.	Chanch –Victoria Area .	
7	RINL , Kolkata Stockyard.	All consignee Areas namely – Barora, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore , Bastacolla , Lodna , E.J.Area – Bhowra , W.J.Area- Moonidih , Block-II , Central Stores –Jealgora/Ekra Ropeways , Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washey Zone- (Sudamdih , Bhojudih ,Patherdih) , Madhuban Washery .	
8	RINL , Kolkata Stockyard.	Chanch –Victoria Area	

TRUCK :-Iron & Steel materials up to 5 Mtrs. Length transported in truck subject to

load of 09 M T minimum .

TRAILOR:- Iron & Steel materials above 5 Mtrs. Length transported in Trailor minimum load of 18 M T .

DETAILS TO BE FURNISHED BY THE TENDERERS :

1. Name of the contractor (Transporter)
2. Full Address:
3. (a) Address for the purpose of communication and issue of instruction.
(b) Telephone No / Fax No.
4. (a) Full Address of office at Dhanbad
(b) Telephone No / Fax No.
5. (a) Minimum 2 Nos of Trailors and /or 2 Nos of Trucks (for which rates have been quoted by the tenderer) must be owned by the contractor (Transporter) in the name of Firm or Proprietor / Partner of the Firm.
6. Details of Earnest Deposit and Security Deposit:
(a) Draft No. Date.
(b) EMD Value Rs.70,000.00 (Seventy Thousand only)
(c) Name of Issuing Bank:
Further, we agree to furnish the Demand Draft /BG of scheduled bank for Rs 3.50 Lacs (Rs. Three Lakh Fifty Thousand only) valid for 30 months from the date of issue of Rate Contract as security money. The EMD amount will be retained in case of successful bidder, which will be adjusted with Security Deposit amount. EMD of unsuccessful bidder will be refunded after finalization of Tender.
7. Rates: - the rate of transport is inclusive of unloading (loading to done by the stockyards) with responsibility of deduction for short supply as per tender terms and conditions are acceptable to us. We attach list of schedule of rate for your consideration.
8. Weight variation: - We agree to pay if the tolerance is more than minus 1% in respect of any short receipt between two weigh bridges (i.e. Stockyard and BCCL's stores).
9. Firm Rate :- The transportation rate will be FIRM during contractual period.
10. We undertake the responsibility of lifting all the Iron & Steel materials within a stipulated time as given by stockyard and in case of our failure to lift the materials, any excess amount paid to other agencies to lift the same will be deducted from our security money.

The quotation of the undersigned is submitted against BCCL Tender No. PUR/I&S/TRANSPORTATION/10-11/ after going through terms & conditions of the tender, I/We declare that we would fully abide by them if the contract of transportation is awarded in my/our favour. I/We will deposit the requisite amount of security money as per term of tender. I/We also undertake to produce relevant documents of vehicles with regard to: -

- a) Registration Book.
- b) Road Tax Token.
- c) Certificate of Insurance.
- d) Certificate of fitness from Registration.
- e) Proof of fleet ownership when called up on appropriate authority.

Signature of Tenderer.

Name: -

Address: -

P.O.: -

In witness there of:

Dist :-

GENERAL TERMS AND CONDITIONS:-

Sealed tenders are invited from proven transport contractor for entering into contract for transportation of Iron & Steel materials from Bokaro, Burnpur, & Kolkata to consignee's of BCCL for a period of ONE year.

1.1 Tender from duly filled in and completed in all respects, valid for 180 days would be received up to 1.00 PM on in the office of the Chief General Manager (MM) ,Koyla Bhawan and would be opened on the same day at 3.00 PM in presence of such Tenderer who may like to be present for the purpose.

1.2. 100 % payment will be made against transporter's bills and receipted challan duly signed by the Depot Officer of respective stores by paying authority within 30 days of submission of bills.

1.3. One signed copy of the terms & conditions together with the Annexure complete in all respects should be accompanied with the tender.

1.4 The company reserves the right to accept or reject any or all tenders quotation either in full or part without assigning reason what so ever.

1.5 The earnest money deposited with the tender will not bear any interest and will be refunded to unsuccessful Tenderer after the tenders has been finally decided.

2.0. SECURITY: -

2.1. Successful Tenderer /or contractors will be required to furnish B.G. or Demand Draft of scheduled Bank for Rs.3.50 Lacs (Rs.Three Lakh Fifty Thousand only) with the company for the specific performance of the contractual period. The earnest money deposited by the successful Tenderer will be adjusted towards the security amount, which will not bear any interest. The security will be refunded only after successful completion of the contract. The security is liable to forfeiting, if the contractor fails to perform any of the terms and conditions of the contract.

3.0. Period of contract :

3.1. The contract will be valid for a period of Two years from date of award of the contract. This may be extended on the terms and conditions as may be mutually agreed up on.

4.0. Commitment of transportation:

4.1. After the delivery order issued by the Steel Authority of India Ltd. or any other agency (specified in Annexure – I) from where the materials is to be lifted, the contractor would be required to commence transportation of Iron steel materials with immediate effect and the lifting will be completed within the stipulated time as given in the delivery order.

4.2. Under no circumstances, the contractor will sub-allot contract of transportation. In such an event the contractor would be liable to termination and for forfeiture of the security amount.

5.0 Procedure to be followed for transportation: -

5.1. Procedure laid down by the company and intimated from time to time to ensure proper control with respect to movement of Iron & steel materials if any shall be binding on the contractor/s.

5.2. Since steel is a scarce commodity and not easily available by the manufacturers and our requirement is urgent, any loss in transit will not be acceptable and will have to be made good by the same specification within 5 days time of the detection of such loss. Failing this the company shall reserve the right to buy the same material from the open market and to recover the amount spent on repurchase from your company or with your sister concerns. This will be in addition to forfeiture of the security deposit. It will be however, without prejudice to our right as per terms of the contract.

6.0 Maintenance of Transport Vehicles:-

It should be responsibility of the contractors to maintain a fleet of transport vehicles in good running conditions for the specific of the contract and ensure payment all taxes, statutory levels/charges in time and observations of all laws relating to Motor vehicle such as:-

- 6.1 Registration Book of the vehicles
- 6.2 Valid Insurance certificate.
- 6.3 Valid road tax payment token
- 6.4 Certificate of fitness of vehicle from the registration authority.

7.0 **Specific performance of the contract:-**

The contractor/s would ensure transportation and delivery of Iron & Steel materials to different consignee in accordance with the delivery schedule provided to him and the terms and conditions of the contract enumerated herein. If for any reason, the contractor/s fails to lift the required quantity from any stockyard agencies within the stipulated delivery time and fails to comply with any of the terms and conditions enumerated therein and in default thereof the company would be at liberty to take the following recourse:-

7.1. To appoint another contactor readily available for transporting Iron & Steel materials from stockyards. The extra cost incurred for getting the Iron & Steel materials transported would be deducted from the defaulting contractor/s running bills/security amount lying with companies claim and damages whatsoever from the contractors. In the event of such premature termination of the contract the contractor will not be allowed to do any contract work with the company.

8.0. **Submission of transportation bills:-**

Contractor/s would submit the transportation bills to the Area Finance Manager or GM(Fin)MM, Koyla Bhawan(Dhanbad) for payment along with the copy of concerned stockyards invoice cum challan certificate from the consignee confirming receipt of materials with full specification about size and length etc.

Normally the payment would be released within 30 days from the date of submission of bills.

9.0. **Escalation: -**

10.0. During the tenure of the contract company would pay to the contractor/s only at the accepted rates of transportation and shall not pay anything other than the accepted rates irrespective of contract/s obligations, statutory or authorize. **Price would be firm.**

10.0 **On statutory operation: -**

10.1.1. In case any license is required under the provision of labour regulation and abolition act 1970 and Central Rule 1971 or under any other Act/s and Rule/s (With latest amendment) in force, the contractor/s shall obtain such license at his own cost and abide by the provisions contained therein.

10.2.0. **Payment of taxes :-**

10.2.1. The contractor would duly and punctually pay all dues towards Road Taxes, goods tax , any other taxes payable under any of Act/s.

10.3.0. **Labour wages :-**

10.3.1. All wages payment and benefits allowed under statutes and rules framed there under, award wages Board's recommendations any other benefits as would be applicable shall be paid by the contractor to the workers/labourers employed by them for the work. Under normal circumstances the company shall not make any payment to the worker employed by the contractors. In case, however, the contractor defaults to make proper payment to his workers, the company shall discharge the contractor's liability and shall recover the involved amount from the contractor's bills and security deposit.

The contractor shall have no objection to this.

10.4.0. Compliance of Labour Laws: -

The contractor and his workmen shall abide by all statutory Acts, rules and regulations by laws etc. applicable and are in force from time to time in the coal Mines and also abide by all the instructions and directions given by Company Officials. The tenderer shall also be responsible for submission of any returns documents if so required under any Rules framed here under .

10.5.0. Deployment / Retrenchment / Dismissal

10.5.1 The contractor shall make his own arrangement for an accommodation of his office, staff and also for the workman employee by him, All working tools, shall be supplied and arranged by contractor at his cost.

10.5.2 The contractor will recruit and employ his workmen for the execution of his contract work and will also discharge, dismiss, transfer, control or otherwise deal with them. The contractor will have to leave the place or work with all the workers employed by them after the contract has been completed/terminated. The contractor shall have to pay the cost of retrenchment, layoff compensation etc. to his workman.

10.5.3 The tenderer shall be responsible in case of any accident, injure etc .to his workman and pay them compensation amount as fixed under workman's compensation Act,1923 and Rules of any amending act.

11.0. Changes : -In terms & conditions: -

Any items in the above terms and conditions can be reviewed and altered to ensure smooth running of the contract at the sole discretion of the BCCL and the Contractor shall have no objection whatsoever.

12.0. Termination : -

The contract can be terminated by the company for the unsatisfactory performance of the contract of / for any branch of terms and condition enumerated here and it would not be opened to the contractor to question such a decision of the company.

13.0. Arbitration : -

Any dispute arising out of the contract shall be referred to the sole arbitration of the CGM (MM) of the company or any other officer nominated by company in the behalf of grounds that the arbitrators appointed is an officer of the company and that he had to deal with the matters relating to contract in the normal course of the duties and that the said officer had expresses view on any or all the matters under dispute, it would also be a term of the contract that no person other than the Chief General Manager (MM) or officer appointed by the company in this behalf as aforesaid would act as an Arbitrator. The award of the Arbitration shall be final, conclusive and binding on all parties to the contract subject to the provision of the Arbitration Act,1940 or any statutory modification re-enactment here of and the rules made there under and for the time being in force shall apply to Arbitration see proceedings under this clause.

Note : All disputes are subject to Dhanbad Court jurisdiction only.

14.0. Transporter must have contact address at Dhanbad with telephone No. so that they could be contacted immediately for arranging transportation against the D.O.

CHIEF GENERAL MANAGER (MM)

Signature & designation of the
tenderer in acceptance of the
terms & conditions of the tender.

Money Receipt. No. & Date

