



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited, A Navratna Company, Govt. of India U/T)
Office of the General Manager (MM) Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar, Dhanbad : 826005
Fax No- 0326-2230183 Website: <http://bccl.cmpdi.co.in>

Tender No: BCCL/PUR/I&S/TRANSPORTATION/RC/Part-II/10-11/88 dated 17-11-2010

Due Date and time of receipt of tender: -Up to 3.00 PM on 28.12.2010

Due Date of opening of tender: -At 3.30 PM on 28.12.2010

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

Cost of tender documents:- Rs.1000.00. 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 Tractor & 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.

General Manager (MM)

Scope of Work/Description of stores

TRANSPORTATION OF IRON & STEEL MATERIAL FROM & TO AS GIVEN BELOW

Iron & steel materials like Angles, Channels, Flats , Rounds , TMT Bars , Girders, 30/60/90/105 lbs Rail, Pig iron, & other materials.(Approx quantity 2,000 MT)

Route No.	From	To	Rate per MT.
5	SAIL , Burnpur Stockyard	All consignee Areas namely – Barora, Block-II, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore, Bastacolla, Lodna, E.J.Area – Bhowra, W.J.Area- Moonidih, Central Stores –Jealgora/Ekra Ropeways, Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washery Zone- (Sudamdih , Bhojudih ,Patherdih) , Madhuban Washery .	
6	SAIL Burnpur Stockyard	Chanch –Victoria Area .	
7	RINL , Kolkata Stockyard	All consignee Areas namely – Barora, Block-II, Govindpur, Katras , Sijua, Kusunda, P.B.Area, Kustore, Bastacolla , Lodna, E.J.Area – Bhowra , W.J.Area- Moonidih, Central Stores –Jealgora/Ekra Ropeways , Civil Store- Koyla Nagar , Western Washery Zone – (Mahuda, Dugdha, Barora and Moonidih) , Eastern Washery 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 MT minimum.

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

- The quotation of the undersigned is submitted against BCCL Tender No. PUR/I&S/TRANSPORTATIOPN/Part-II/10-11/88 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: -

- Signature of Tenderer.

Address: -

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 IISCO, Burnpur, & RINL, Kolkata to consignee's of BCCL for a period of TWO years.

- 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 3.30 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 DEPOSIT: -

- 2.1. Successful Tenderer /or contractors will be required to furnish B.G. or Demand Draft of scheduled Bank for Rs.50,000.00 (Rs.Fifty Thousand only) to BCCL as Security Deposit for the specific performance of the contractual period. The Earnest Money Deposit (EMD) submitted by the successful Tenderer may be adjusted towards the Security Deposit, which will not bear any interest. If the successful tenderer submit Bank Guarantee of full value of the Security Deposit, EMD will be refunded. The Security Deposit either in the form of Demand Draft OR Bank Guarantee will be returned only after successful completion of the contract. The Security Deposit is liable for 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 contractor 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 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 be half 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 manners 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 reward 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.

GENERAL MANAGER (MM)

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

Money Receipt. No. & Date

