



**NORTH EASTERN COALFIELDS  
COAL INDIA LIMITED**  
web site:-www.neccoal.co.in

Phone : 03751-220329/220275

UNDER JURISDICTION OF GUWAHATI (ASSAM) HIGH COURT ONLY

**(TWO COVER SYSTEM)**

**TENDER NO. NEC / TRANSPORTATION / 2011-12 / 14 DUE ON 23.05.2011**

MONEY RECEIPT NO. / DEMAND DRAFT NO.: \_\_\_\_\_

**TENDER FEE : - Rs. 1,000**

**EMD : Rs.10,000**

To,

M/s. \_\_\_\_\_

1. **Sealed Tenders** in duplicate are invited in Two Cover System from Bank Approved Transporters having wide network of branched for entering into Annual Rate Contract for transportation of materials from various places in India as indicated in Annexure – B for a period of **Two Years** from the date of finalization of the tender.

2. **Receipt & Opening of Tender**:- Tenders will be received upto 3.30 P.M. on **23/05/2011** & Cover-I Commercial & Technical Bid will be opened at 4 P.M. on the same day in presence of the authorised representatives of tenderers. The date and time of opening of Cover-II (PRICE BID) will be communicated to the qualified bidders. Tenders received after due date and time of opening shall be ignored.

3. **Scope of Work**:- The Contractor's scope of work shall include all aspects of co-ordination & collection of all kinds of materials from supplier's works / Godown / Stockyard/ Port Docks/Clearing Agents Godown etc. and transportation by Road to and from Central Stores Margherita, Collieries, Areas, Guwahati Office etc. including all formalities with concerned Authorities for a period of two years.

4. **Value of Work**:- NEC, CIL, Margherita ( hereinafter called as NEC ) does not guarantee any fixed quantum of work to any of the successful tenderer(s) against the Rate Contract . However, the total estimated value of transportation works against the Contract will be around Rs. 4 lakhs per year which may vary based on the delivery (F.O.R terms) stipulated in the Purchase Orders awarded for supply of materials. The maximum quantum of work will be from Kolkata, Asansol, Ranchi, New Delhi, Guwahati, New Bongaigaon, Bokajan to Margherita and this should be noted while quoting the rates.

5. **Earnest Money Deposit** of Rs. 10,000 (Ten Thousand only) should be deposited by way of Demand Draft payable to Coal India Limited at Margherita and should be enclosed alongwith Cover-I, Commercial and Technical Bid. The Earnest Money Deposit of the unsuccessful tender will be refunded after finalisation and will not bear any interest.

6. **Performance Bank Guarantee**:- The successful tenderer who is awarded the Contract should submit a Performance Bank Guarantee executed by any scheduled bank for Rs 1,00,000 (Rs. One lac) valid for a period of 24 months from the date of Issue of Contract. The Performance Guarantee should be irrevocable and unconditional & NEC will have the powers to invoke it notwithstanding any dispute or difference between the Contractor & NEC pending before any Court, tribunal ,arbitrator or any other authority. The

Performance Bank Guarantee shall be returned on expiry or satisfactory completion of Rate Contract on clearance of dues if any.

7. **Validity of Offer**:- Your offer should be kept valid for 180 days from the stipulated date of opening of tender. However, NEC reserves the right to request for further extension of the validity period, if needed.

8. **Duration of the Contract**:- The duration of the Rate Contract shall be for a period of **TWO YEARS** from the date of finalisation which may be extended for a further one year on mutual consent at the same rate, terms & conditions.

9. **Payment of Tender Fee**: Tender fees are non - refundable and are to be paid in favour of Coal India Limited payable at Margherita by way of DD / Bankers Cheque. Payment in no other form will be acceptable.

10. **Sale of Tender paper** : Tender papers against of payment of tender fee shall be available from our office at Margherita upto 1 P.M. on **21/05/2011**. Tender papers can also be downloaded from our website. However, bid submitted against tender obtained thro' website shall be considered only when accompanied by a bank draft of Rs.1000 drawn in favour of Coal India Limited payable at Margherita and enclosed in Cover-I) Commercial & Technical Bid. Tender documents are not transferable.

11 **Submission of Offer**:- The offers are to be submitted in two parts neatly typed. The first cover 'Cover-I Commercial & Technical Bid' should contain the detailed Technical and Commercial terms of the offer, but should not contain the price. The second part 'Part-II , "Price Bid" should contain the price offered. Both the parts should be properly marked as per the above scheme and enclosed in two different sealed envelopes. The envelopes should also be marked as per above scheme for their identification. Both these envelope should be enclosed in a third sealed envelope. All envelopes must be sealed and superscribed with Tender No. and due date and time of opening. The name and address of the bidder must be indicated on the body of the envelope. All envelopes should be properly sealed/closed . Envelopes stapled will not be accepted. The complete offer should be typed in the letter head pad of the tenderer. Handwritten quotation will be summarily rejected. If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers are used, such sheets alongwith other pages of the offer should be signed and stamped by company's authorized signatory. Tenderer should sign with seal on all pages of their tender including all enclosures submitted with the tenders except printed leaflets / catalogues. **Price bids received without signature and seal on all pages shall be rejected.** In case the tenderer submits self attested copies of Certificates as required in Annexure-B of the tender, such documents should be duly attested by Notary Public which shall be accepted as an authentic document. Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the tenderer's signature. Tenders not submitted in the above manner will not be accepted. The offer should be submitted strictly as per the terms & conditions laid down in the tender document failing which the offer will be liable for rejection.

12. NEC reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof. Tenderers are advised to carefully note that deviation in these terms will not be entertained. NEC may at its discretion, distribute award of rate contract amongst various tenderers or accept/reject any/all tenderers offer without describing assigning any reason whatsoever. Preference will be given to Contractors having own branch/ Authorised Agents at Places of Origin indicated in Annexure-A for entering into Rate Contract at that particular place. Wherever Branch Offices / Authorised Agents are not existing, the same should be opened / appointed within 21 days from the date of order.

13. On acceptance of the tender , formal Rate Contract for a period of one year will be issued and the successful tenderer should be in a position to commence transportation work from the date of issue of Rate Contract.

14. **Definitions:**

- a) "Contract" means the invitation of tender, instructions to the tenders, acceptance of the tender, particular & general and special conditions, if any stipulated in the acceptance of the tender.
- b) "Contractor" means the tenderer, person or persons or Company or a firm who enter into Contract and shall be deemed to include the contractor, successors, heirs, executors, administrators and permitted assignees as the case may be.
- c) "Contract Price" means the sum accepted or sum calculated in accordance with the price and/or terms accepted by or on behalf of NEC.
- d) "The Chairman" means the Chairman of Coal India Limited. The Chief Executive means Chief General Manager of NEC.
- e) "Full Truck Load" means 9 M/T Load. Smalls means consignments of weight upto 1000 kg.

15. **Responsibilities of the Contractors:-**

- a) The Contractor shall be responsible for collection of delivery/transportation instructions from the office of NEC.
- b) The Contractor shall be responsible to co-ordinate collection of all materials of quantity/ quality as per delivery challan /delivery Order to Destination. NEC will not entertain any claim for detention of vehicles at suppliers point.
- c) The Contractor shall remain in touch with material supply agency and co-ordinate placement of truck / trailer etc.

16. The Contractor shall be fully conversant with the laws applicable to work under this contract including Motor Vehicles Act, Port Trust Act, Contract Labour Act, Indian Labour Act, Service Tax Act, Value Added Tax Rules of various States etc. and all other relevant rules and regulations and connected laws and abide by them so that the transportation jobs assigned are performed efficiently in time. In case of any violation, the contractor shall be responsible for the consequences arising out of the violation & NEC will not be responsible for it. The contractor shall comply with the requirements as may be necessary for transportation of the materials under VAT rules of the relevant state. The fleet of vehicles/transport equipments which shall be used for execution of the transportation work must have valid Registration Certificate, F/C, Pollution Certificate, Insurance Certificate, Road Tax Certificate, Permits, etc.

17. **Status Report:-** The Contractor shall submit Weekly Status Report in writing to MM, NEC or his representative clearly indicating consignments collected / despatched and quantity pending for collection and/or for despatch with reasons for delay thereof.

18. Canvassing in connection with the tender in any form or shape is strictly prohibited and tender of those who are resorting to the same will be liable for rejection.

19. **Recoveries:-**

- a.) In the event of failure on the part of the successful tenderer to commence transportation work & execute the same in stipulated time, NEC, CIL, Margherita reserves the right to
  - i) Forfeit the Security Deposit in full or part,
  - ii) To encash the Performance Guarantee,
  - iii) Engage another Contractor for the work with or without notice to the successful tenderer and to recover the difference in the cost and other incidental charges from the running bills and/or Security Deposit of the successful tenderer.
- b) In case of loss of materials by theft or damage to North Eastern Coalfields, Coal India Limited's material / machinery / property due to careless handling the whole or part of the value of items damaged lost/ not accounted shall be recovered from the Contractor's bill and/or Earnest Money Deposit/Security Deposit without any prejudice to NEC's claim with the insurers.
- c) In case the Contractor fails to deliver at the Destination the full quantity of materials collected, the cost of quantity short supplied will be recovered from the Contractors bills and /or Security Deposit.

20. No separate charges can be levied by the tenderer for collection and delivery of the consignments of 5 M/T and above weight within 50 K.M. of booking and destination stations.
21. The rates quoted from Place of Origin to Destination station as in Annexure- A will be applicable for transportation from Destination station to Place of Origin also.
22. **Billing and Payment:** Bills in triplicate indicating the Purchase Order / Letter reference with copy of Consignment Note, Loading / Unloading certificate, receipted challan & Excise Invoice-cum-Gate Pass should be submitted to Materials Manger, Margherita. Payment will be made within 30 days of receipt of bills, if found in order against satisfactory delivery of the materials as per R/C terms & conditions.
23. **Transit Insurance:** All goods moving within the Indian Union on account of NEC are covered by block Open Insurance Policy. The Insurance is for the exclusive benefit of NEC and shall not accrue to the benefit of the Contractor. NEC will arrange Transit Insurance for its goods. The Contractor shall be responsible to issue certificate of facts pertaining to loss assessed by Surveyor / Competent Authority to NEC within seven days of provisional claim forwarded to Contractor for the purpose of lodging Final Claim on Insurance company or any other party.
24. **Transit Time:-** The Contractor shall be responsible to provide truck / trailer within 48 hours from the date of intimation and arrange for collection/transportation of materials. Maximum transit period excluding collection/placement of the vehicle will be here under:-
- |    |                          |                         |
|----|--------------------------|-------------------------|
| a) | For full truck loads :-  | 1 day for every 300 KM. |
| b) | For trailer loads :-     | 1 day for every 150 KM  |
| c) | For small consignment :- | 1 day for every 100 KM. |
- In case the contractor fails to deliver/collect the consignment as above the contractor is liable to pay penalty as stipulated in Clause 24 below
25. **Penalty:-** Liquidated Damages at ½% of total freight charges payable against a particular consignment per week or part of the week will be charged as L/D for delay beyond maximum transit time allowed as in clause 23 above subject to a maximum of 15% . For delay in placement of truck/collection of materials within 48 hours of intimation the rate of L/D applicable will be ½% of total freight of consignment without any limits for the period upto lifting of materials.
26. **Legal Dispute Jurisdiction** :- Any legal dispute arising out of the contract will be settled within the jurisdiction of High Court of Guwahati (Assam). Transporter should accept “Carrier Legal Liabilites”.
27. **Force Majeure Clause:-** If the execution of the contract is delayed beyond the period stipulated in the contract as a result of outbreak of hostilities, declaration of embargo or blockade or fire, flood, acts of nature or any other contingency beyond the control of the contractor and if the force majeure condition is brought to the notice by the Contractor or his representative within 24 hours of its occurrence of the force Majeure condition, NEC may allow additional time as it considers to be justified by the circumstances of the case for completion of the work.
28. **Determination of Distance** :- For Purpose of determination of distance in case of stations or any place not stipulated in Annexure-A the distance involved will be calculated using All India Automobile Association’s Certificate or any authentic document. The distance so calculated will always be the shortest possible road distance.
29. **Determination of Weight:-** Consignor’s Invoice weight verified and certified by Depot Officer, Central Stores Margherita or other Consignee’s or any other authorised representative of NEC will be accepted as weight of the consignment.
30. Demurrage / Detention Charges are not applicable against transportation works done against the Rate Contract.
31. In case of any dispute arising in execution of the Contract, the decision of CGM, NEC is final and binding.

32. The Cover-I of tender must be accompanied by information/documents as indicated in Annexure-B enclosed failing which the offer is liable for rejection.

33. For Over-Dimensional (OD) consignment and trailer consignments, written permission must be taken from Materials Manager, NEC, Margherita before undertaking transportation. For trailer consignments whose weight is less than minimum load for trailer consignment as indicated in Annexure-A written permission is to be taken as above for transportation in trailer and in this case the freight will be paid for the minimum load for trailer consignment. Prior written permission should be taken for cutting over-dimensional consignment so that they can be accommodated in truck. In case cutting charges are paid for cutting steel materials, the same may be reimbursed at actual against documentary evidence or rates applicable at steel majors like SAIL stockyard whichever is lower.

34. Subletting and assignment:- The supplier shall not save within the previous consent in writing to the purchaser, sublet, transfer or assign the contract or any part thereof interest therein or benefit of advantage thereof in any manner whatsoever. Provided nevertheless that are such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

**35. CHANGE IN FIRM**

i. Where the Contractor is a Partnership firm a new partner shall not be introduced in the firm except with the previous consent in writing of NEC (which may be granted only as an exception) of written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii. On the death or retirement of any partner of the Contractor's firm before complete performance of the contract NEC may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against NEC.

iii. If the contract is not determined as provided in sub-clause(ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to NEC by registered post acknowledgement due.

36. Consequence of breach : Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause it shall be lawful for the purchaser to cancel the contract and purchase or authorized the purchase of the stores at the risk and cost of the supplier and in that event the provisions of Penalty Clause shall as far as applicable shall apply.

b. The decision of NEC as to any matter or thing concerning or arising out of this sub-clause or on any question whether the supplier or any partner of the supplier firm has committed breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

37. The Contractor shall bear and pay all taxes, duties and other liabilities which are applicable or which may become applicable to the contractor, in connection with the discharge of his obligations under this contract, including Service Tax, which will be reimbursed to the Contractor on documentary evidence of its payment. For this purpose the contractor shall furnish the following certificate on the face of the bill

i) A certificate to the effect that they (Transporters) are not availing any cenvat either on inputs or capital goods used for providing the services under the contract with NEC, CIL under the Cenvat rules, 2004., clearly indicating the amount of freight that is subject to service tax, whether 25% or 100% of freight on which the service tax is paid, against all consignment notes issued.

ii) An indemnity letter in favour of NEC to indemnify NEC for any loss/penalty/interest or any damage that may be suffered by NEC because of the Contractor's failure to pay the Service Tax within scheduled time as per Service Tax Rules alongwith each bill

38. Income Tax or any other taxes or duties which NEC may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities directly and the Contractor shall be provided with required Tax Deduction Certificate.

Sr. Manager (MM).

ENCL :- Annexures - A & B.



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**ANNEXURE-A**

Please note that the tender should be submitted in **TWO COVER SYSTEM**

- A) COVER-I should be superscribed with words “Cover-I) Commercial & Technical Bid” and Tender No. and Due date of Opening and should contain the following:-
1. Certified copy of valid Indian Bank Association’s Approval Certificate with Code No./Registration No. allotted indicated clearly, duly attested by Notary Public.
  2. Acceptance of all the terms and conditions of the tender, point-wise.
  3. Earnest Money Deposit as stipulated.
  4. Certified Copy of Latest Annual Report with all enclosures duly attested by Notary Public.
  5. Certified Copy of latest Income Tax Return filed. & PAN CARD.
  6. Certified List of Company Owned Truck / Trailers with Registration No., Make, Capacity & Age with copy of Registration Certificate.
  7. Copy of latest Contracts / Work Order awarded by Government / Public Sector Undertakings /executed after the year 2005 to till date & Experience / Performance Certificate, duly certified by Notary Public.
  8. Branch List indicating address, Phone/Mobile/FAX no. and name of Contact Person of the various branches throughout India especially in those places stipulated in Annexure-B.
  9. Service Tax Registration No.
  10. TIN/TAN No. :-

**Sr. Manager (MM)**



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**ANNEXURE-B**

B) Cover-II shall be superscribed with words “COVER-II (PRICE BID)” and Tender No and Due date of Opening and should be submitted in the following FORMAT:-

ORIGINATING STATION	DESTINATION STATION	FULL TRUCK LOAD (Rs./M.T.)	SMALL CONSIGNMENT Rs./kg.)	TRAILER CONSIGNMENT (Rs./M.T.)
1. KOLKATA	MARGHERITA			
2. MUMBAI	MARGHERITA			
3. PUNE	MARGHERITA			
4. CHENNAI	MARGHERITA			
5. BANGALORE	MARGHERITA			
6. FARIDABAD	MARGHERITA			
7. NEW DELHI	MARGHERITA			
8. JAMSHDEPUR	MARGHERITA			
9. ASANSOL	MARGHERITA			
10. SRIKAKULAM	MARGHERITA			
11. SINGRAULI	MARGHERITA			
12. RANCHI	MARGHERITA			
13. NEW BONGAIGOAN	MARGHERITA			
14. GUWAHATI	MARGHERITA			
15. NAGPUR	MARGHERITA			
16. BOKAJAN	MARGHERITA			
17. GURGAON	MARGHERITA			
18. NANGWALBIBRA	MARGHERITA			
19. SAMBALPUR	MARGHERITA			
20. DHANBAD	MARGHERITA			
21. KOLKATA	KOLKATA			

22. Rate Schedule for transportation from any other location than 21 stations stipulated above to any other location (**in Rs. Per K.M. per M.T.**)

Distance Range( in K.M.)	Full Truck Load	Small Consignment	Trailer Consignment
0 - 200 K.M.			
201 - 500 K.M.			
501 - 1000 K.M.			
1001 K.M. & above			

23. Extra Freight applicable over & above the normal freight for consignments whose length is above 6 metres - \_\_\_\_\_ % ( This is not applicable for Trailer Consignments)

24. Minimum Load for trailer consignments - \_\_\_\_\_ M.T.  
 25. Minimum Distance for trailer consignments - \_\_\_\_\_ K.M.  
 26. Minimum Charge for small consignments - Rs. \_\_\_\_\_  
 27. Minimum Distance for small consignments - \_\_\_\_\_ K.M.

28. Loading/Unloading Charges ( if applicable) - Rs. \_\_\_\_\_ Per 100 kg.  
Loading and Unloading will be considered as a separate operation.

29. **Price Variation**:- The above quoted prices are **FIRM** except for variation in Price of Diesel which will be admissible as per Price Variation formula as below :

$$\text{Rate / tonne} = D \times 2/d \times R/C,$$

Where D - One Way Distance in K.M. from the Originating Station to Destination Station  
d - Kilometre Rate / Litre ( Minimum 4 KM / Litre )  
R - Variation in price of Diesel from Basic Price  
C - Capacity of Trailer / Truck ( Minimum 10 M.T.)

The price of Diesel as on date of Opening of tender as per Retail Selling Price of IOC/BPCL/HPCL's Price Circular including Sales Tax applicable or the price at which NEC is procuring Diesel as on date of opening of tender whichever is lower will be considered as Base price of Diesel for calculation purposes. The tenderers should **enclose duly authenticated copy of Price Circular** before opening of Price Bid. Upward Price Variation will not be applicable during the first twelve months of the Rate Contract. The price variation on account of variation in price of Diesel will be payable quarterly ( every three months) from the 15 th month of the contract to the completion of the Contract only if the escalation of Diesel exceeds 5% of basic price in every quarter. The Capacity of the Truck/ Trailer through which the items are carried should be indicated in your bills and should be duly certified by the Consignee. Price variation on account of variation in price of Diesel is not applicable on small consignments.

**Sr. Manager(MM)**  
**NEC, Margherita**