

**Minutes of the Pre-bid Meeting held on 25.04.2011 at Kolkata
(Ref. Tender Notice No. NEC/CGM/11/179/320 dated 04.04.2011)**

IN THE NIT

Existing	Proposed / Comment
<p>Page No.1, Point No.5.0 - General Instruction for submission of tender : Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date containing offers in two parts-I & II as specified in the tender documents. EMD is to be submitted in a separate envelope with Part-I of the tender document. Part-I & II should also be in sealed covers clearly super-scribing as Part-I & Part-II on the respective envelopes (Name of work shall be super scribed on the left hand side of the covers)</p>	<p>5.0 General Instruction for submission of tender : Sealed tenders/bids have to be submitted by tenderers in four sealed envelopes after putting the same in one outer envelope duly sealed in indicating reference to this tender notice Ref. No. and date along with their full postal address and telephone nos. as specified in the tender document. Four sealed envelopes as mentioned above shall consist of (1) Envelope for cost of tender document and undertaking (in case tender document is downloaded from website) (2) Envelope for Earnest Money Deposit, (3) Envelope for Techno-Commercial Bid (Part-I) and (4) Envelope for Price Bid (Part-II) Name of the work/patch along with tender notice Ref. No. and date should be superscribed on the left side of all the sealed covers.</p> <p>On the date of opening of tender, the envelope containing cost of tender document & undertaking (In case tender document is downloaded from Website) and the envelope containing Earnest Money will be opened first and if these are found to be in order as per requirement of NIT, then only the envelope for Techno-Commercial bid(Part-I) will be opened otherwise the tender will be rejected without opening Techno-Commercial bid (Part-I) Envelope of Price Bid (Part-II) will be opened only in respect of such tenderer as found valid after scrutiny of Techno-Commercial Bid (Part-I)</p>
<p>Page No. 2 Point No.7 - Receipt of Tenders : Tenders are to be received in sealed covers up to 3.00 p.m. on 03.05.2011 at the Office of the General Manager, North Eastern Coalfields, Margherita (Assam)-786181, Black Diamond Towers, G. S. Road, Guwahati(Assam)-781005 and NEC Cell, 15 Park Street, Apeejay House, Kolkata (W.B) 700016</p>	<p>Tenders are to be received in sealed covers up to 3.00 p.m. on 19.05.2011 at the Office of the</p> <ol style="list-style-type: none"> I. Chief General Manager, North Eastern Coalfields, Margherita (Assam)-786181. II. Chief General Manager, North Eastern Coalfields, Black Diamond Towers, G.S. Road, Guwahati) 781005 (Assam). III. NEC Cell, Coal India Limited, Main Building, 1st Floor, 10 Netaji Subhas Road, Kolkata-700 001, W. B.

<p>Page No.2, Point No. 8- Opening of Tenders : Tenders (Part-I) will be opened at 3.30 p.m. on 06.05.2011 at the Office of the Chief General Manager, North Eastern Coalfields, Margherita (Assam)786181</p>	<p>Tenders (Part-I) will be opened at 11.00 AM on 24.05.2011 at Kolkata in the Conference Hall, Main Building, 2nd Floor, Coal India Limited, Coal Bhawan, 10 NS Road, Kolkata-700 001.</p>
<p>12. Additional Clause: Integrity Pact</p>	<p>The Bidders are required to sign the Integrity Pact as per format updated on NEC page of website as Section – XI in the Tender Documents</p> <p>The Integrity Pact signed and submitted by you along with your offer shall remain valid and applicable against this contract.</p> <p>The names of the Independent Monitors for this contract mine/patch-wise are indicated below :-</p> <p>1. <u>For Tirap (East)</u></p> <p>Sri S.M. Murshed, IAS (Retd.), IA, Rainey Park, Kolkata – 700 019. Email : murshed11@gmail.com, Phone : 24865219 / 9831251361.</p> <p>2. <u>For Tikak OCM</u></p> <p>Sri Sujit Shankar Chattopadhyay, IAS (Retd.), CK-205, Salt Lake, Sector – II, Kolkata – 700 091, Fax – 22301250, Phone: 033-22303119/23216602, 9836105640.</p> <p>3. <u>For Ledo OCP</u></p> <p>Sri C.S Samal, IAS (Retd.), CA – 193, Sec – I. Bidhan Nagar, Kolkata- 700064, Phone: 23212297/23213385.</p>

In the Tender document : Instruction to Bidders :

Existing	Proposed / Comment
<p>Page No.9, Point No.18.0 -Sealing and Marking of Bids:</p> <p>18.1 The bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner.</p> <p>1st inner sealed envelope will be marked as 'Part-I Bid for_____ comprising Bid Security/EMD with qualification information'.</p> <p>2nd inner sealed envelope will be marked as "Bidding Documents for_____"</p>	<p>18.1: Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed in, in one outer envelope indicating full postal address and telephone nos. of the tenderers. Four Envelopes as mentioned above will consist of (1) Envelope for cost of tender document & undertaking (in case tender document is downloaded from website), (2) Envelope for Earnest Money Deposit, (3) Envelope for Techno commercial bid(Part-I) and (4) Envelope for Price Bid(Part-II). Outer sealed envelope will be marked as "Bidding Documents for....."</p>
<p>Page No.10, Point No. 22.0 Bid Opening:</p> <p>22.1 The Employer will open the bids, including modifications made pursuant to Clause 21 in the presence of the bidders or their representatives who choose to attend at the time and in the place specified in Clause 19. In the event of the specified date of Bid opening being declared a Holiday for the employer, the Bids will be opened at the appointed time and location on the next working day.</p>	<p>22.1: After opening of outer envelope of the bids, in the presence of the bidder's or their representatives who choose to attend at the time and in the place specified in Clause 19, the Employer will first open (1) envelope containing cost of tender document & undertaking (in case tender document is downloaded from website) and (2) envelope containing earnest money. If these are found to be in order as per requirement of NIT, then only the Techno-Commercial bid (Part-I) of the tender including modifications made pursuant to Clause 21 shall be opened on 24.05.2011 at 11.00 AM.</p> <p>Otherwise the tender will be rejected without opening Part-I. In the event of the specified date of Bid opening being declared a Holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.</p> <p>The Part-II of the Bids of the bidders, which are substantially responsive and conform to the terms and conditions, will be opened after evaluation of Part-I offer and notified to the bidders who fulfil the requisite qualification criteria laid down in the bidding document. In the event of the specified date of bid opening being declared a holiday for the employer, the bids will be opened at the appointed time and location on the next working day.</p>
<p>Page No.44 – Clause No. 1.6 (t) The work must be continued by the contractor throughout the year, even during the rainy season by engaging all weather dumpers.</p>	<p>The work must be continued by the contractor through out the day even during the rains.</p>

<p>Page No.45 – Clause No. 1.8 Safety:</p> <p>1.8 (e) No Clause</p>	<p>Additional Clause 1.8 (e): The contractor/contractors shall at all times ensure that all dumpers/tippers engaged in mining related activity are provided/fitted (i) full cabin canopy (ii) tail lamp guard kit (iii) propeller shaft guard (iv) blind spot mirror (v) body locking device (vi) reflex reflector on body (vii) seat belt reminder (viii) limiting speed device (ix) audio-visual alarm during reverse gear with flasher (x) provision of two brakes (xi) exhaust/retard break (xii) body lifting position locking arrangement and (xiii) semi automatic fire suppression system in addition to other safety features.</p>
<p>Page No.51 Price Bid:</p>	<p>Revised Format of Section VII is enclosed</p>
<p>Page No. 53: Requirement of Machineries:</p>	<p>Foot note to be deleted</p>

Other terms & conditions of the above Tender Documents remain unaltered/unchanged.

SECTION – VII

NORTH EASTERN COALFIELDS **COAL INDIA LIMITED** **MARGHERITA**

PART: II

(PRICE BID in sealed cover)

This Format could be submitted in a lanes cape manner also & the following condition may be noted while submitting the price bid.

- N.B.
1. The rate and the value are to be typed/printed in figures and words.
 2. Bidders PAN based registration No. of Service Tax to be mentioned.
 3. The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which Service tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, any where in India.

SECTION – XI

INEGRITY PACT

Between

Coal India Limited (CIL) 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 cooperation 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:-

- I. 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.
- II. 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.
- III. The Principal will exclude from the process all known prejudiced persons.

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

Section 1 – Commitments of the Bidder/Contractor

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

- I. 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 of 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.

- II. 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 contractors, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the in the bidding process.
 - III. The Bidder/Contractor will not commit any offence under the relevant Anticorruption 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.
 - IV. 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 a 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 processes. 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 transgressions, 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 a 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 amounts 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 that 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.
2. 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/Contracts/Sub-contractors

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 Sub-contractors.
3. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Equal treatment of all Bidders/Contracts/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, 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 the valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor 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 notice, 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-bidding 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 provide 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-Corruption Laws of India, and the Chairperson has not, 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 Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural

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. Kolkata.
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.

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For the Principal

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For the Bidder/Contractor

Place

Witness 1 :

Date

Witness 2 :