

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
1. a)	Coal Transportation from No 5 Depot of Chapapur Colliery to Central Pool Railway Siding via Gopalganj More & NH2	7-8	10,000	41.60	4,16,000.00
b)	Hired Pay Loader Loading into Tippers at No. 5 Depot		10,000	7.16	71,600.00
For Job Sr. No. 1 :				Total :	4,87,600.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
1.	34	1	1	1	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Ranigang- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
1.	Chapapur Colliery	Central Pool Railway Siding	7-8	10,000	10,000	41.60	7.16	4,87,600

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
2. a)	Coal Transportation from 31 st Incline Depot of Badjna Colliery to Central Pool Railway Siding via Debiانا More & NH2	6-7	18,000	36.78	6,62,040.00
b)	Hired Pay Loader Loading into Tippers at 31 st Incline Depot		18,000	7.16	1,28,880.00
For Job Sl. No. 2				Total :	7,90,920.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

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Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
2.	60	1	1	1	1

GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER :

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

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The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor:-

Sl. No.	Name	Address
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2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011
GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
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3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
						Transportation	Loading	
	From	To				SOR	SOR	
2.	Badjna Colliery	Central Pool Railway Siding	6-7	18,000	18,000	36.78	7.16	7,90,920

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.
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- (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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
3. a)	Coal Transportation from 5/6 Incline or 27/28 Incline Depot of Hariajam Colliery to Central Pool Railway Siding via Nirsa Hatia More & NH2	4-5	18,000	26.94	4,84,920.00
b)	Hired Pay Loader Loading into Tippers at 5/6 Incline or 27/28 Incline Depot		18,000	7.16	1,28,880.00
For Job Sl. No. 3				Total :	6,13,800.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
3.	60	1	1	1	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Ranigang- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
3.	Hariajam Colliery	Central Pool Railway Siding	4-5	18,000	18,000	26.94	7.16	6,13,800

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

INTEGRITY PACT

Between

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

And

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

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Contd page - 2

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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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the period of **01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
4. a)	Coal Transportation from 5&6 Incline Coal Depot of Shampur-B Colliery to Central Pool Railway. Siding via NH2	2-3	12,000	16.79	2,01,480.00
b)	Hired Pay Loader Loading into Tippers at PM Incline Depot		12,000	7.16	85,920.00
For Job Sl. No. 4				Total :	2,87,400.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
4.	40	1	1	1	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor:-

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
4.	Shampur-B Colliery	Central Pool Railway Siding	2-3	12,000	12,000	16.79	7.16	2,87,400

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
5. a)	Coal Transportation from coal Depot of Lakhimata Colliery to Central Pool Railway Siding via NH2	1-2	24,000	12.87	3,08,880.00
b)	Hired Pay Loader Loading into Tippers at PM Incline Depot		24,000	7.16	1,71,840.00
For Job Sl. No. 5				Total :	4,80,720.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

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2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work In case of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
5.	80	1	1	1	1

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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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

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Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

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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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011
GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
5.	Lakhimata Colliery	Central Pool Railway Siding	1-2	24,000	24,000	12.87	7.16	4,80,720

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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 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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
6. a)	Coal Transportation from B.P. Seam Incline Coal Depot of Khoodia Colliery to Central Pool Railway Siding via NH2	1-2	7,500	12.87	96,525.00
b)	Hired Pay Loader Loading into Tippers at Coal depot of Khoodia Colliery		7,500	7.16	53,700.00
For Job Sl. No. 6				Total :	1,50,225.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
6.	25	1	1	1	1

Contd....Page – 2

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011
GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
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8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
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ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
6.	Khoodia Colliery	Central Pool Railway Siding	1-2	7,500	7,500	12.87	7.16	1,50,225

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

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Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

INTEGRITY PACT

Between

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

And

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

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Contd page - 2

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(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.

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(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.

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(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.

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(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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
7. a)	Coal Transportation from PM Incline Depot of Mandman Colliery to Central Pool Railway Siding via NH2	3-4	15,000	21.90	3,28,500.00
b)	Hired Pay Loader Loading into Tippers at PM Incline Depot of Mandman Colliery		15,000	7.16	1,07,400.00
For Job Sl. No. 7				Total :	4,35,900.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
7.	50	1	1	1	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
7.	Mandman Colliery	Central Pool Railway Siding	3-4	15,000	15,000	21.90	7.16	4,35,900

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.

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- (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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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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
8. a)	Coal Transportation from Depot of Gopinathpur O.C.P. to Central Pool Railway Siding via NH2	1-2	80,000	12.87 +MCA 0.40 13.27	10,61,600.00
b)	Hired Pay Loader Loading into Tippers at Coal depot of Gopinathpur O.C.P.		80,000	7.16	5,72,800.00
For Job Sl. No. 8				Total :	16,34,400.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work In case of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
8.	270	2	1	1	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
8.	Gopinathpur O.C.P.	Central Pool Railway Siding	1-2	60,000	60,000	13.27	7.16	16,34,400

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

**NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL
AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD
01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM**

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
9. a)	Coal Transportation from Coal Depots of Barmuri O.C.P. to Central Pool Railway Siding via Valley More, Sanjoy Chowk & NH2	11-12	2,00,000	60.36 +MCA 0.40 = 60.76	1,21,52,000.00
b)	Hired Pay Loader Loading into Tippers at Coal Depots of Barmuri O.C.P.		2,00,000	7.16	14,32,000.00
For Job Sr. No. 9 :				Total :	1,35,84,000.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
9.	670	8	1	3	1

Contd....Page – 2

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

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Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
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7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
9.	Barmuri O.C.P.	Central Pool Railway Siding	11-12	2,00,000	2,00,000	60.76	7.16	1,35,84,000

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
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Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

INTEGRITY PACT

Between

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

And

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

Preamble

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Contd page - 2

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 cartelization 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.
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 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/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.

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- (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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
10. a)	Coal Transportation from Rajpura O.C.P. Quarry Bed Depot to Central Pool Railway Siding via approved route	8-9	1,30,000	46.38 +QB Rate 8.14 +MCA <u>0.40</u> = 54.92	71,39,600.00
b)	Coal Transportation from Rajpura O.C.P. 1&2 No. Depots to Central Pool Railway Siding via approved route.	(6-7) Km.	20,000	36.78 +MCA <u>0.40</u> = 37.18	7,43,600.00
c)	Hired Pay Loader Loading into Tippers at coal depots of Rajpura O.C.P.		1,50,000	7.16	10,74,000.00
For Job Sl. No. 10				Total :	89,57,200.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website **www.easterncoal.gov.in** and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
10.	500	4	1	2	1

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
10.	Rajpura O.C.P.	Central Pool Railway Siding	8-9	1,50,000	1,50,000	52.50	7.16	89,57,200

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

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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 cartelization 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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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.

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(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.

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(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.

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- (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.
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For the Principal

for the Bidder/contractor

Place

Witness 1

Date

Witness 2

AGREEMENT FORM

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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.
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 - (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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
11.	Coal Transportation from Kalimati Seam Tippler (without bunker) of Chapapur Colliery to No. 5 Depot	0.5 - 1	80,000	12.09	9,67,200.00
For Job Sl. No. 11				Total :	9,67,200.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work In case of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
11.	270	1	-	1	-

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Contd....Page – 2

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
11.	K.M. Seam Tippler of Chapapur Colliery	Colliery coal depot	0.5-1	80,000	--	12.09	--	9,67,200

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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 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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
12.	Coal Transportation from 29 No. Incline Tippler and 31 No. Incline Tippler (both without bunker) of Badjna Colliery to colliery coal depot	0 - 0.5 (both)	75,000	10.28	7,71,000.00
For Job Sl. No. 12				Total :	7,71,000.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
12.	250	2	-	1	-

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
						Transportation	Loading	
	From	To				SOR	SOR	
12.	29 NO. Incline & 31 No. Incline Tipplers of Badjna Colliery	Colliery coal depot	0-0.5 (both)	75,000	--	10.28	--	7,71,000

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

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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.

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(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.

(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.

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(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.

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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.

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- (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.
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- (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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
13.	Coal Transportation from B.P.1 Incline tippler and E.S. Incline tippler (both without bunker) of Lakhimata Colliery to B.P.1 Incline Coal Depot	0 - 0.5 (both)	90,000	10.28	9,25,200.00
For Job Sl. No. 13				Total :	9,25,200.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website **www.easterncoal.gov.in** and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
13.	300	2	-	1	-

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
						Transportation	Loading	
	From	To				SOR	SOR	
13.	B.P.1 Incline & Incline Tipplers of Lakhimata Colliery	E.S. of Colliery coal depot	0-0.5 (both)	90,000	--	10.28	--	9,25,200

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

INTEGRITY PACT

Between

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And

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

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Contd page - 2

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(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.

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- (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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
14.	Coal Transportation from B.P. Seam Incline Tippler (without bunker) of Khoodia Colliery to colliery coal depot	0 - 0.5	55,000	10.28	5,65,400.00
For Job Sl. No. 14				Total :	5,65,400.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website **www.easterncoal.gov.in** and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work In case of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
14.	185	1	-	1	-

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor:-

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

**GENERAL MANAGER
MUGMA AREA**

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
	From	To				Transportation	Loading	
						SOR	SOR	
14.	B.P. Seam Incline Tippler of Khoodia Colliery	Colliery coal depot	0-0.5	55,000	--	10.28	--	5,65,400

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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.

(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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
15. a)	Coal Transportation from No. 2 Pit Tippler (without bunker) of Kumardhubi Colliery to colliery coal depot	0 – 0.5	37,500	10.28	3,85,500.00
b)	Coal Transportation from B.L. Incline Tippler (without bunker) of Kumardhubi Colliery to colliery coal depot	0.5 - 1	37,500	12.09	4,53,375.00
For Job Sl. No. 15				Total :	8,38,875.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website www.easterncoal.gov.in and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work Incase of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
15.	250	2	-	1	-

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS:

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS:

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011
GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
3. CGMs/GMs of all Areas.
4. PRM ECL Sanctoria- with the request to publish the NIT in ECL Website & Tender Portal.
5. AGM/AFM/ASM/AM(T)/Cashier, Mugma Area.
6. All Agents, Mugma Area.
7. Notice Board, Mugma Area.
8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
9. President, Chamber of Commerce, Raniganj, BP Kaitan Road, Post Box No.5, Raniganj- 713347, Dist.Burdwan.(WB)
10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
11. Secretary , Nirsha – Kapasara & Mugma Transport Association , Belchari, Nirsha , Dhanbad.

ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

Job Sl. No.	Depot/Colliery from/at where Raw Coal to be transported/loaded		Approx. One way Distance (Km)	Approx. quantity for transporting (Te)	Approx. quantity for loading (Te)	Rate (Rs./Te)		Amount (Rs.)
						Transportation	Loading	
	From	To				SOR	SOR	
15.	No. 2 Pit Tippler of Kumardhubi Colliery	Colliery coal depot	0-0.5	37,500	--	10.28	--	8,38,875
	B.L.Incline Tippler of Kumardhubi Colliery		0.5-1	37,500	--	12.09	--	

Note :

- i. All rates may vary
- ii. Break up given is for relevant work.
- iii. Rates mentioned are provisional and currently applicable based on Diesel price of 01.07.2011 i.e. Rs. 43.44/Litre.
- iv. For payment- Discount shall be applicable on prevailing S.O.R. rates (inclusive of others) of 01.07.2011 to period of contract.

Contd (2)

(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

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 Organisation” “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.

Contd page - 2

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 cartelization 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.
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 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/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.

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

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.....

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER, MUGMA AREA
P.O. Mugma, Dist. Dhanbad

Ref. No. :ECL/GM/MA/CT/11-12/76

Date : 24/01/2012

NOTICE INVITING TENDER FOR TRANSPORTATION/HIRED PAY LOADER LOADING OF COAL AT DIFFERENT LOCATIONS IN MUGMA AREA FOR THE PERIOD 01.04.2012 – 31.03.2013 UNDER DISCOUNT BIDDING SYSTEM

Sealed Discount Bid on ECL S.O.R. are invited from appropriate/registered contractors of ECL for Coal transportation by tipping truck/dumper along with Mechanical loading by Pay loader for the following routes/locations for the **period of 01.04.2012 to 31.03.2013** at Mugma Area as per details given below.

Job Sl. No.	Job Description	One way distance slab (Km)	Approximate Quantity to be Transported/ Loaded (Te)	Base Rate as per ECL S.O.R. (Rs./Te)	Total Estimated Cost (Rs.)
16.	Hired Pay Loader Loading into Wagons at Central Pool Railway Siding		3,30,500	7.16	23,66,380.00
For Job Sr. No. 16 :				Total :	23,66,380.00

Note : For jobs split in parts a),b),c) etc. a bidder shall have to bid for all the parts together.

The above quantities are as per plan and projection. These may vary due to unavoidable circumstances beyond control of management. For detailed terms & conditions and information refer S.O.R. available with the department. The bids are to be guided by detailed terms & conditions of the S.O.R. effective from 01.04.2011 to 31.03.2013 (Ref. No. ECL/HQ/CMC/Transport/1628 dt. 18.03.2011 and Revised Rate effective from 01.07.2011 vide . ECL/HQ/CMC/Transport/1816 dt. 14.12.2011)

The tender document will be displayed at our Company website **www.easterncoal.gov.in** and can be downloaded from there.

ELIGIBILITY CRITERIA :

1. The bidder shall have executed similar transportation work (Coal) during any of the preceding 7 years at least 25% of the value tendered (jobwise) in Govt./ Semi Govt./ Public Sector/ public Limited Company in private sector
2. Bidder shall have ownership of fleet of minimum 1/3rd of tipping trucks/ pay loaders (as required for the bid in question for this work In case of bidder having higher capacity tipping trucks/ trucks the total capacity of such trucks shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who fulfill eligibility criteria (1) & (2) above through documentary evidences.

Job Sl. No.	Approx. Qty. to be transported/loaded per day (Te)	No. of Tipping Trucks required (10 Te capacity)	No. of Pay Loaders required	No. of Tipping Trucks to be owner by the bidder	No. of Pay Loaders to be owner by the bidder
16.	1100	-	2	-	2

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 superscribed Part – I and Part – II on the respective covers giving reference of the NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photocopies of proof of registration with ECL and deposition of Earnest Money as detailed hereinafter. A format provided in Annexure I shall be duly filled in and submitted in Part – I envelope along with documents mentioned therein.

Part – II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part – I of the tender. Part – II envelope 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 the department will consider eligibility of bidder for opening of part-II based on documents submitted with the bid only. No subsequent documents for making the bid eligible, if submitted by the bidder suo moto, will be considered.

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

EARNEST MONEY :

1% (one percent) of the estimated value(Job SI No. wise) rounded off to the nearest hundred rupees subject to maximum Rs. 10.00 lakh as earnest money to be deposited in the form of cash or Demand draft drawn in favour of Eastern Coalfields Limited, Area-VIII, on any nationalized bank payable at Asansol on any RBI approved scheduled bank or in cash.

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

Earnest Money of unsuccessful bidders will be refunded after finalisation of bid.

RECEIPT OF TENDERS :

Bids are to be received upto 15.00 hours on 23.02.2012 at the office of the GM, Mugma Area.

OPENING OF TENDERS :

Tenders (Part – I) will be opened at 15.30 hours on 23.02.2012.

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 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 LOI/WO as applicable and also to maintain desired progress failing which the LOI/WO may be cancelled.

SIGNING OF INTEGRITY PACT :

The Integrity Pact should be signed and submitted by the bidder along with Part-I of the tender.

Name, address contact No. of the Independent External Monitor: -

Sl. No.	Name	Address
1.	Sri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata-700091 Phone No. 033-23216602
2.	Sri Debabrata Bandopadhyay, IAS (Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700106

SIGNING OF AGREEMENT :

For work value more than Rs.5.00 Lakhs, Agreement is to be executed by the contractor as per enclosed format.

Sd/-
24/01/2011

GENERAL MANAGER
MUGMA AREA

BOQ ENCLOSED IN ANNEXURE – II

DISTRIBUTION :

1. TS to CMD, ECL, Sanctoria.
2. D(T)OP/D(T)P&P/D(F)/CVO/CGM(CMC)/GM(F), ECL, Sanctoria.
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8. President, Asansol Merchant Chamber of Commerce & Industries, Chamber Bhawan, 34 G. T. Road (East), Murgasol, Asansol-3, Dist. Burdwan(WB).
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10. Secretary, Coalfields Contractors Association, 17 , NSB Road,Raniganj,Dist. Burdwan.
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ANNEXURE-II**BILL OF QUANTITY**

Please fill up the table as job Sl. No./ Job Description as mentioned in the NIT for which the offer is dropped . Time period for all the jobs is 01.04.2012 to 31.03.2013.

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						Transportation	Loading	
	From	To				SOR	SOR	
16.	Wagon Loading at Central Pool Railway Siding		--	--	3,30,500	--	7.16	23,66,380

Note :

- i. All rates may vary
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(2)

SCOPE OF WORK :

Loading of coal onto Tippers from Coal Stock yards of different collieries of Mugma Area by pay loader, transporting of the same to Central Pool Railway Siding along approved routes and unloading the same at railway siding;

Transporting of coal unloaded onto tipper at different colliery Tippler (without Bunker) to colliery coal depot and unloading of the same.

And

Loading of coal into wagons at Central Pool Railway Siding

**(A) Date & time of submission of Tender : on working days upto
23.02.2012 upto 15.00 Hrs.**

(B) Date & time of opening of Tender (Part – I) : 23.02.2012 at 15.30 Hrs.

To be filled by Bidder :

We offer % discount on likely effective rates applicable from time to time on SOR applicable from 01/04/2012 upto the period of contract.

Signature of Bidder (with Seal)

INTEGRITY PACT

Between

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

And

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

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Contd page - 2

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(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.

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(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.

(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/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.

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

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.....