



HIND ENERGY AND COAL BENEFICATION (INDIA) LIMITED

Hind House, Sai Parisar Commercial Complex, Shri Kant Verma Marg
Bilaspur – 495001 Chhattisgarh

NIT No. HECB/BSP/Tender/2015-16/01 dated 04.04.2016

Last date of submission: 12.04.2016

TENDER FOR COAL TRANSPORTATION

HECBIL is a prominent private coal company of Central India serving number of power houses throughout India. Company is inviting bids from experienced transporters operating anywhere in India for coal transportation from Kusmunda mines to Gatora and Baloda. The tender document can be downloaded from our website www.hindenergy.com or alternatively can be availed through email by sending a request for same at tender@hindenergy.com, 07752-436031, 9754455459

Tender for coal transportation

Ref. HECB/BSP/EOI/2015-16/01 dated 04.04.2016

M/s Hind Energy And Coal Benefication (India) Limited, Bilaspur (Chhattisgarh) is looking for experienced Transporters operating anywhere in India, having their own fleet of vehicles for transportation of Coal by road mode from Kusmunda mine of South Eastern Coalfields Limited to our sites at :

1. Gatora Good shed Yard (Near Gatora station), Distt. Bilaspur
2. Clean Coal Enterprise Pvt. Ltd. (washery plant), Baloda, Distt. Jangir – Naila

Approximate quantity for transportation will be 75,000 MT (+/- 20%) per month from Kusmunda mine. **A prospective bidder will have to quote for minimum 25,000 MT per month.**

Qualifying Criteria:

- 1). The bidder should have ownership and registration of at least 25 trucks in own name or in name of its promoters, partners, proprietor or their family members. Documentary evidence in respect shall be required to be submitted.
- 2). Should have previous experience of transporting minimum 50,000 MT of any bulk material in any continuous period of 90 days during last 3 years. Performance certificate along with contact details of person of the respective owner shall required.

However, entities which may do not fulfill above criteria no. 2, may also submit their bids which shall be considered solely based on discretion of the owner.

Earnest Money Deposit

The bid shall be submitted along with a tender security of Rs. 1 Lac in form of Demand Draft in favour of "Hind Energy And Coal Benefication (India) Limited", Payable at Par or payable at Bilaspur. Tender security shall be adjusted against Contract Performance Security for successful bidders and shall be refunded in case of other bidders. Tender security shall be forfeited in case if successful bidder back out from the tender after offer of work by owner.

1.0 Scope of Work

Providing services for transportation of Coal from Kusmunda mine of South Eastern Coalfields Limited (SECL / Coal Company) to abovementioned sites through tippers of minimum capacity of 25 MT (approx. 75,000 MT per month) for initial period of 3 months on trial basis which can be extended up to 1 year. The bidder shall engage a dedicated fleet of dedicated fleet of tipper for above work.

Bidder's scope of work mainly includes following.

- a) Loading of coal into vehicles from Kusmunda mine and lifting of coal quantity against DO.
- b) Transportation of coal from Kusmunda mine to the destinations mentioned above through multi axle tippers
- c) In case any statutory liability arises from the Coal Company during the course of operation due to reasons attributable to the Bidder, the same shall be to the Bidder's account.
- d) Deployment of sufficient vehicles to load daily offered quantity
- e) The Bidder shall place vehicles as per their daily committed lifting volume. If the Bidder is unable to place vehicles as above or otherwise is in default of any of the provisions of the Contract, then the Owner at its sole discretion may engage any other bidder for transportation of coal and the additional freight payable over and above the agreed freight and any other losses/cost/expenses etc. on this account shall be paid by the Bidder to the Owner.
- f) The service provider shall keep us informed about day to day development in respect of movement status of trucks, activities at mines.
- g) Driver should not be changed enroute without prior permission of owner.
- h) Transporter shall deploy 33% of the vehicles on dedicated basis and 67% of vehicles can be outsourced from market.
- i) Reconciliation of coal quantity lifted from the mines & delivered at Plant yard/ railway siding / private plot
- j) The Bidder shall submit necessary daily/ weekly/ monthly reports and MIS in the format prescribed by the Owner.
- k) All resources such as manpower, vehicles, consumables, fuels etc. required for execution of job shall be in the Bidder's scope.
- l) The Bidder shall depute necessary staff at senior managerial level, supervisor level and working level for smooth operation of the entire activity.
- m) Lodging, boarding and conveyance of workmen shall be in the Bidder's Scope.
- n) Transit insurance of coal shall be in the Owner's scope. However, the Bidder shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. and shall be responsible for damages/ shortages arising there from and shall indemnify the Owner for such losses. The Bidder undertakes that the Owner shall have the right and be entitled to deduct the amount of such losses or damages from the bills/ security deposit or any amount outstanding to the Bidder from the Owner. In case there are no outstanding bills, the Bidder shall pay the amount so demanded/ claimed by the Owner within Seven (07) working days from the date of such claim/ demand.
- o) The Bidder shall take comprehensive insurance policy to cover the vehicles driver's cleaners and third party as per the Motor Vehicles Act. In case, any liability arises on owner, same shall be recovered and on account of the bidder.
- p) The Bidder shall ensure that the deployed vehicles should be in good working condition. The Owner reserves the right to reject vehicles deployed by the Bidder not conforming to acceptable standards as per normal trade practice.
- q) The Bidder shall ensure that all loaded vehicles are properly covered with good quality tarpaulins and are moved with authorized documents. During coal transportation from mines to the railway siding, it is the Bidder's responsibility to ensure the compliances of Central/ State Pollution Control Boards and other statutory compliances for vehicular movement by RTO of the State.
- r) The Bidder shall obtain necessary documents from the Owner/ the mine and shall prepare Lorry Receipts (LR) or any other document specified by the Owner/ the mine as per the statutory requirement on completion of loading. The Bidder shall use separate LR book for the Owner's consignment. The cargo as weighed at the Owner's designated weighbridge shall be final and binding on both the parties.
- s) The Bidder shall ensure that all valid documents like registration papers of vehicles, permits, insurance and PUC etc., as applicable as per statutory requirements, must be available with the vehicles at all the time. The Bidder shall ensure that all the drivers must possess valid driving license and same shall be produced by the driver to the Owner's representative whenever required.

- t) The Bidder is expected to monitor and report probable expected time of arrival of vehicles at the destination based on the tracking of the vehicle movement and the Owner reserves the right to seek such information from the Bidder on as and when required basis.
- u) Every vehicle deployed by bidder must possess GPS tracking system so that owner's representative can track movement of any vehicle any time.
- v) The Bidder shall ensure that the vehicles do not divert from the routes prescribed by the Owner without prior approval thereof. Any deviation on routes prescribed by the Owner shall be intimated to the Owner immediately with specific reasons.
- w) In case of accident of vehicles, the Bidder shall provide immediate transshipment of coal through alternate replacement vehicles at his own cost. The Bidder shall take responsibility of reporting accidents, loss and theft, damage of the cargo or any other similar incidents to the originating point, destination point and the Owner.
- x) No idling charges of whatsoever reasons shall be paid by the Owner to the Bidder.

2.0 Contract Period:

Initially contract period shall be 3 months from the Date of work order on trial basis which may be extended up to 12 months.

3.0 Securities :

3.1 The Bidder shall provide the Securities specified below in favor of the Owner at the times & in the amount, manner and form specified below.

3.2 Bidder Performance Bank Guarantee:

- i. The Bidder shall submit a Contract Performance Security (CPS), as a Security for performance of the Service Order, in the form of a Contract Performance Bank Guarantee from a nationalized/ scheduled Bank (except any co-operative bank) for 5% of the Contract price.
- ii. The validity of the CPBG shall be till the end of Completion Period. In case any extension is granted to the Service Order, the validity of the CPBG shall be extended accordingly.
- iii. The CPBG will be forfeited if the Service is abandoned before Completion Period as specified in the Service Order due to the reasons attributable to the Bidder.
- iv. The CPBG shall be submitted within Seven (07) days from the date of release of the Service Order, failing which the Owner reserves the right to cancel the Service Order.
- v. In the absence of CPS bank guarantee, bidder may provide demand draft in favor of "Hind Energy And Coal Benefication (India) Limited", Payable at Par or payable at Bilaspur, which shall be refunded after completion of work.
- vi. Alternatively, bidder shall have an option that 5% of its each bill may be retained as performance security, the bidder shall expressly give its consent in this relation before starting of work. The retained amount after deduction of dues if any on account penalties / losses will be refunded back to the bidder after completion of work.

Either of 3 options can be availed.

4.0 Payment Terms:

The Payment Terms will be as under:

4.1 100% of the Contract Price (including all taxes and duties and Service Tax) shall be released within 10 days from date of submission of commercially clear bills to the Owner's Bilaspur office. The bills shall be paid based on actual certified receipt quantity and value passed by the Owner's Officer-in-Charge.

Payment shall be made against bills on submission of the following documents:

- a. Invoice (clearly indicating cross reference with the Service Order item no.). Invoice should contain the Service Tax Number and Income Tax PAN number of the Bidder.
- b. Measurement sheets (LR copies, inward/outward weighment slips)

A monthly reconciliation shall be prepared by the owner verified jointly by owner and contractor wherefrom the deduction if any as per terms of the order shall be adjusted and settled within 7 days of its preparation.

- 4.2 Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the Works/ Facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper Works / Facilities or as relieving Bidder from their responsibility under the Contract.

5.0 Taxes & Duties:

- 5.1 The price is inclusive of all taxes & duties except Service Tax. Service Tax shall be paid extra at actuals by the Owner directly to the concerned authority.
- 5.2 Any other tax leviable on the date of the Contract, whether expressly considered or not by the Bidder in their final offer, shall be to the account of the Bidder.
- 5.3 Any new tax or variation in applicable taxes after the award of the Contract up to the scheduled completion of the entire Works / Facilities shall be to the account of the Owner. In the event of delay, any new tax imposed or variation in statutory taxes in the extended period shall be to the account of the Owner, provided that the delay is attributable to the Owner. The Bidder shall inform the applicability of taxes & duties to the Owner and take prior approval before raising invoice in such cases.
- 5.4 If there is any delay in completion on account of the Bidder and if there is any statutory increase in taxes & duties during the period of the delay, the difference shall be to the account of the Bidder.
- 5.5 As regards Indian Income Tax, Surcharge of Income Tax, Withholding Tax or any other Corporate Tax, the Owner shall not bear any tax liability whatsoever irrespective of the mode of contracting. The Bidder shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. The Owner shall however deduct applicable tax at source as per law from all payments to be made to the Bidder and the Owner will issue the TDS certificates for the same to the Bidder.

6.0 Quantity Measurement:

The weighment at the owner designated weighbridge at designation sites shall be final & binding for both the parties for working out quantity shortage.

Weight variation of maximum 0.5 % is allowed between weighment at mine & weighment at designated weighbridge. The variation of same shall be calculated on monthly.

If weighment difference is more than the given tolerance, the deduction for shortage quantity beyond above tolerance limit shall be made from the transportation bill @ coal cost.

7.0 Quality:

Coal of same quality as loaded from mines must be delivered at owners' site. In general there is no penalty as such for quality during transportation of coal from mines to sites, however in case if it is observed that some or all of vehicles are carrying coal with excess moisture or excess ash/ stone or boulder in comparison to other vehicles carrying coal, same may be investigated and penalized heavily, if any reason attributable to bidder or Driver of vehicle is established. The decision of the owner regarding quantum of penalty in such instances shall be considered final. Further, strict legal action will be initiated such erring transporter/ driver.

8.0 Price Escalation:

The rates will remain firm during the validity of the Contract and no escalation of whatsoever nature will be applicable except for HSD price variation as per below formula.

Freight Rate Escalation / (De-escalation) =
[Change in HSD Price (Rs./litre) x Total To & Fro Distance (..... km)]
÷ [Mileage (2.5 km/litre) x Carrying Capacity (25 MT)]

The revised rate will be effective from the date when HSD price increase/decrease cumulatively exceeds (+/-) Re. 5/- (Rupee Five only) per Litre from the base rate of Rs. per litre as on at Bilaspur.

9.0 Other Terms & Condition:

- i. Validity of offer: 45 days from last date of receipt.
- ii. Owner reserve the right to reject Bidder's Offer without assigning any reasons.
- iii. Bidder shall have to submit copies of following documents of T&P before commencement of work.
 - The valid registration certificate book (RC) of RTO along with Insurance cover note shall be submitted for each vehicle. The vehicle should be either in the name of firm of Bidder or in the name of proprietor if it is a proprietor firm or in the name of partners as stated in the valid partnership deed or in the name of the Company or body Corporate supported by relevant duly certified document.
 - The Bidder's vehicle exempted from the taxation if any by RTO and thereby the RTO authority does not issue RC book as per the RTO rule, then the latest tax exemption certificate issued by RTO authority to that effect shall be submitted.
 - The vehicle fitness certificate as applicable as per RTO rules shall be submitted.
 - In case of hired vehicles, Bidder will submit letter of consent for proposed owner of vehicle with relevant document as mentioned above.
- iv. The age of vehicle provide for this work should be preferably less than 5 years, however average age of complete fleet of shall not be more than 3 years. The service provider shall ensure that drivers should have valid driving license for heavy vehicles. No truck shall be allowed in absence of valid Driving License with driver.
- v. The owner or its representative can make sudden/ surprise visit and check to vehicle loading and carrying coal
- vi. Bidder shall ensure that timely dispatch of trucks by arranging required manpower immediately.
- vii. Owner shall be entitled to make necessary but reasonable changes in the work order even after its issuance to protect its interest which shall be notified the service provider immediately.

10. Submission of bids:

3 envelops shall be prepared containing 1st for EMD DD, 2nd for Bid sheet and 3rd for other relevant documents. All 3 envelops will be placed in another envelop with marked as "Bid in response to tender for coal transportation from Kusmunda" addressed to "**Director, Hind Energy And Coal Benefication (India) Ltd., Hind House, Sai Parisar Commercial Complex, Shri Kant Verma Marg, Bilaspur – 495001 Chhattisgarh.**"

Bid can be submitted by hand/ post or courier.

In case of any queries please send an email at tender@hindenergy.com or contact following persons over phone:

1. Sh. Ashish Agrawal, 07752-436031
2. Sh. Santosh Soni, 07752-436020
3. Sh. Sushil Somani, 07752-436016, 9754455459

BID APPLICATION FORM

1. Name and address of Bidder
2. Name and Designation of concerned person
3. Authority Letter/ Board resolution to sign and submit the bid
4. Contact details (Phone & Email)
5. Enclose documentary evidence for qualifying the criteria
6. Enclose DD for Earnest Money deposit
7. Enclose Copy of PAN and Service tax registration
8. Enclose Full Bank account details certified by the bank
9. Enclose Self certified address and ID proof of owner/ Director/ Partner
10. Enclose signed and sealed copy of EOI document as a token of acceptance of all terms and conditions.

For

Authorised Signatory

Name

Designation

BID SHEET

S.No.	Item/ Service	Quote in figures	Quote in words
1.	Transportation of coal from Kusmunda mine to Gatora Good shed yard Distt. Bilaspur	Rs...../ PMT	Rs...../ PMT
2.	Transportation of Kusmunda mine to Clean Coal Enterprises Pvt. Ltd., Baloda, Distt. Janjgir Champa	Rs...../ PMT	Rs...../ PMT
3.	Basis of quotation Diesel rate (Rs./ Litre) and date	Rs..... dated.....	Rs..... dated.....
4.	Distance to and fro from Kusmunda mine to Gatora Good shed yard (In Km.) KM KM
5.	Distance to and fro from Kusmunda mine to Clean Coal Enterprises Pvt. Ltd., Baloda (in Km.) KM KM

For

Authorised Signatory
Name
Designation

STANDARD TERMS AND CONDITIONS

INDEMNITY:

SERVICE PROVIDER hereby agrees to indemnify HECB, its offices and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against HECB by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which HECB may now nor hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the SERVICE PROVIDER of any of the terms and conditions of the Contract. Without prejudice to HECB's other rights, HECB will be entitled to deduct from any dues payable to the SERVICE PROVIDER, the amount payable by HECB as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the SERVICE PROVIDER of any of the terms and conditions of the Contract.

HECB shall not be responsible for death, injury or accident to the SERVICE PROVIDERs or its associate's employees or any other third party, which arise out of or in the course of their duties. HECB shall not be liable for any theft, loss, damage or destruction of any property of the SERVICE PROVIDER or his employees lying in HECB's premises for any cause whatsoever.

SAFETY AND RESPONSIBILITIES OF EMPLOYEES OF LOGISTICS SERVICE PROVIDER:

The SERVICE PROVIDER shall be responsible and liable for payment of salaries, wages and other lawful dues of its employees for the purpose of rendering the services required by HECB under the Contract. The SERVICE PROVIDER shall maintain proper books of accounts, records and documents and comply with all statutory rules and regulations applicable to the SERVICE PROVIDER for the fulfillment of the terms of the Contract.

The SERVICE PROVIDERs employees shall always be under its direct control or supervision of SERVICE PROVIDER and the SERVICE PROVIDER shall be free to transfer its staff in accordance with its need provided that the SERVICE PROVIDER ensure the fulfillment of its obligations under the Contract.

The SERVICE PROVIDER shall, as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfill SERVICE PROVIDERs obligations under the Contract and to substitute person instead.

The SERVICE PROVIDER shall comply, in all respect, with the provisions of all statutes, Rules and Regulations applicable to the SERVICE PROVIDER and/or to the SERVICE PROVIDERs employees, including but not limited to Minimum Wages Act, ESI Act, PF Act and Bonus Act and in particular the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules made there under. The SERVICE PROVIDER further assures that there is no inquiry/investigation pending by the Police against the SERVICE PROVIDER or its employees. HECB shall not be responsible for all aforesaid compliances at any time during the currency of the Contract or on expiry or termination of the same.

MUTUAL ASSURANCES:

Each of the parties hereby covenants to use its best efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to

consummate and make effective as soon as reasonable practicable, the transactions herein contemplated. Each party shall co-operate with others, as reasonably requested, to assist such parties in complying with the request of clients and requirements of governmental and regulating authorities.

AMENDMENT:

No change, amendment or modification of the Contract shall be Valid or binding upon the parties hereto unless such change, amendment or modification shall be in writing and duly executed by both the parties hereto.

ASSIGNMENT:

SERVICE PROVIDER shall not be entitled to assign, subrogate, sublet, directly or indirectly or part with the rights and obligations under the Contract without the prior written consent of HECB. HECB shall have the absolute right to assign to any person the whole or part of its rights and Obligations under the Contract under intimation the the SERVICE PROVIDER subject to the clause stated above.

TERMINATION AND SUSPENSION:

TERMINATION-

In the event the progress of the work is found to be below acceptable standards and you are not able to improve in spite our repeated notice, we shall have right to terminate the order merely by giving a minimum notice of seven (7) days or curtail the scope and shall get the work completed at your risk & cost.

SUSPENSION-

The owner may suspend the work in whole or in part at any giving you notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, you shall stop all such work, which we have directed to be suspended with immediate effect.

You shall continue to perform other work in terms of this contract, which we have not suspended, you shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

During suspension, you shall not be entitled for any claim whatsoever arising out of any loss of damage or idle labour caused by such suspension.

RIGHT TO REJECT:

HECB reserves the right to reject the use of the vehicle/ equipment of the SERVICE PROVIDER under the following circumstances:

If the vehicle or equipment reaches the designated place after the stipulated time.

If the vehicle, human resources or equipment are found unfit in any manner whatsoever for the purposes of the assignment.

Any other reason directly or indirectly attributable to failure in execution of the assignment.

The SERVICE PROVIDER shall not be entitled to any compensation whatsoever in such circumstances.

FORCE MAJEURE:

Neither party shall be liable for any delay, interruption or failure in the performance of obligations hereunder, if such delay, interruption or failure is due to or results from war (whether declared or undeclared), revolution, insurrection, military mobilization, civil commotion, riot, Act of God, and embargoes. Both parties agree to endeavor to minimize the effect of Force majeure conditions to whatever extent they can & mutually agree on alternative courses of action either in anticipation of or after force majeure conditions after the normalcy is restored.

The party whose performance is so prevented or delayed shall promptly give notice to the other party with, if possible, supporting evidence and shall take reasonable steps to make good and resume its performance with least possible delay, provided however that, events or occurrences which could be foreseen/ anticipated and/ or avoided by exercise of due diligence and normal commercial prudence shall not be considered as Force Majeure conditions, even if falling under any of the conditions above.

ARBITRATION:

The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably.

In the event of the Parties failing to resolve any dispute amicably the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996, as is prevalent in India. Arbitrator will be nominated by Board of Directors of HECB by way of board resolution which shall be final and binding. The Arbitrators shall give a reasoned award.

The place of arbitration shall be BILASPUR and the language of the arbitration shall be English.

The Parties further agree that any arbitration award shall be final and binding upon the Parties.

GOVERNING LAW:

This Contract shall be construed in accordance with and governed by the laws of India and in the event of any litigation the courts in Chhattisgarh shall have exclusive jurisdiction.

This Work Order is being issued in duplicate. You are requested to send the duplicate copy duly signed as token of acceptance of the terms and conditions.

JURISDICTION:

The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Bilaspur, Chhattisgarh, India only with regard to any question of matter arising out of this tender document, Agreement and any other document that may be executed by the parties hereto of any of them in pursuance hereof or arising here from.