

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005
Phone: 0141-5115760-64 Fax: 0141-5115766
website: www. rajsico.gov.in e-mail: rajsico@ rajsico.in

S.No.....

Issued to M/s.....

Date.....

.....

.....

Tender Form cost Rs. 2500/-
 (Non refundable)

Last date & Time of receiving of Tender

08/07/2010 till 1.00 P.M.

Date & Time of opening of Tender

08/07/2010 at 3.00 P.M.

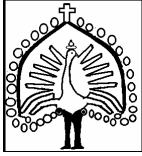
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Signature of Tenderer

Date:

(Name, Design., Address & Company Seal)



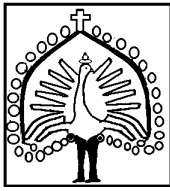
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Tender Notice for Handling and Transportation of Coal

Sealed tenders in prescribed form are invited from experienced, financially sound and reputed firms/contractors for supervising, liaising, handling and transportation work of coal by rail and road for one year contract. Earnest money of Rs 10 lakhs shall have to be deposited along with tender documents.

The Tender forms shall be available on payment of Rs. 2,500/- in cash / demand draft / banker's cheque in favour of The Rajasthan Small Industries Corporation Limited, payable at Jaipur. Last date for submission is 8/7/2010 till 1.00 PM and shall be opened on 8/7/2010 at 3.00 PM. For detailed terms and conditions, visit our website. Cost of tender document downloaded from the website to be deposited as a separate DD along with the tender, failing which tender will be rejected.

Chairman and Managing Director



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01 INSTRUCTIONS TO THE TENDERERS.

The RSIC is a Government Corporation Registered under Companies Act 1956 and has been authorised by the Government of State to procure coal from Coal Companies out of allocation made in favour of various States by Govt. of India and distribute the same to SSI and tiny units who chooses to get register with the RSIC.

02. SUBMISSION OF TENDER:

The eligible tenderer shall submit the tender as per the terms and conditions stipulated hereinafter in the sealed and super-scribed envelops marked properly. The tender envelop shall be super -scribed with the following:

- 2.1 Date of opening of Tender
- 2.2 Details of Earnest Money deposit indicating details of Demand Draft from Nationalized Bank, such as DD Number, Date, Amount, Name of Bank, Branch and City/Town etc.
- 2.3 The tender shall be submitted in two separate envelopes as follows:

The first envelope clearly marking technical bid shall contain earnest money and complete techno commercial details along with following documents duly signed by the tenderer at right hand corner of details:

- a) Latest Income Tax Clearance Certificate.
- b) Solvency certificate in original issued (not more than three months old from NIT date) from nationalized Bank and details of yearly turnover amount showing that tenderer is solvent upto at least Rs. 1.00 Crores (Rupees one Crores) (Format enclosed as Annexure "A").
- c) Experience details, copies of work order and performance certificate indicating that the party has successfully executed similar work in coal by rail and road of ONE LAKH TONNES and more per year in any of the preceding 3 years with any of the Government Company ,for RSIC, other National/State Corporations, National or State Co-operatives organizations. Complete details of existing office at various Coal Companies. The successful tenderer will be required to open offices in the collieries linked for supplying coal to the RSIC within mobilization period of 15 days, in case the same are not almost existing. An affidavit to this effect is to be submitted with the tender.(Format enclosed as Annexure "B")

- d) The complete details of the communication facilities viz Telephone, Mobile, e-mail and Fax etc. & the details of the key personnel of the organization at various offices shall also be furnished.

e) Declaration on Affidavit:

Applicant firm must be free from vigilance enquiries and not black listed by any National / State Corporations or Department for which they will produce affidavit on non-judicial stamp of Rs.100/- in this regard.

- f) Any circular, office order, instructions etc. related to the coal activity issued from time to time by the Corporation will also be complied by the H&T contractor and shall be treated as part of the contract, agreement and conditions and binding on the contractor.

2.4 The second envelope scribing “Financial Bid” i.e. price bid (Schedule of Rates Annexure ‘E’) will contain the rates quoted by the tenderer. Second envelope marked as Financial Bid will be opened only of those tenderers who fulfil the techno commercial details mentioned above and declared technical qualified. Date and time for opening of Financial Bid will be informed only to the technical qualified tenderers separately.

2.5 These two sealed envelopes i.e. Technical Bid envelope and Financial Bid envelope shall be kept in another sealed envelope supercribe the details of the tender on it and particulars of the earnest money furnished as in Clause 2.2 and words “Tender for Coal” as the case may be.

2.6 **All the pages of the tender documents and annexures shall be duly signed by tenderer before submission.** Wherever, there are any corrections, the same shall be signed. The tenderer should submit his tender in the prescribed annexed proforma only. If tenderer fails to submit his tender in the prescribed manner, the offer shall be deemed rejected. Conditional tender shall liable to be rejected.

2.7 Validity of the Tender:

The tenders shall keep his tender valid and open for acceptance by the RSIC for a period of 6 months from the date of opening of prices bid.

2.8 Competence of the Tenderer:

For the purpose of work as specified the tenderer should be capable and have professionally competent staff with relevant experience at the specified places. The leaders or key personnel of the tenderer should have adequate persuasive skills in communication to overcome a difficult situation, as arising during the execution of the contract.

2.9 The tenderer should have experience of liaison work particularly in relation to the connected with the scope of the work for a period of at least three years and having execution the work for movement of the coal through rail/road for not less than ONE LAKH TONNS in year with regard to receipt and supply of the coal including supply and movement of the coal upto the destination by

road/railways for Govt. organization / State Electricity Boards. The tenderer should submit copies of relevant experience certificate in para 2.3 to authenticate his claim towards experience and also keep with him opening documents for showing the same to RSIC for verification.

Sealed tenders in prescribed form are invited from experienced, financially sound and reputed firms/contractors including Co-operative Marketing Societies who have past experience of similar work in coal by rail and road for RSIC, other National/State Corporations, National or State Co-operatives organizations for award of a one year contract (extendable by one more year) for supervising, liaising and handling work in respect of quality and quantity materialization and shortage minimization loading and movement of coal up to the SSI premises across Rajasthan from different collieries as per Revised Guidelines for New –Coal Distribution Policy 2010-11.

- 2.10 Other things being equal preference will be given to firms engaged in handling & transportation and distribution of Coal for other States SSI Corporations with certified track record.

2.11 RATES:

The tenderers should quote their rate in the " Schedule of Rates" (Annexure 'E') attached with the tender specification in the figures as well as in the words after perusing the details given in the rate schedule. The rates shall be quoted in the words as well as the figures and if any discrepancy is found between the words and figures then rates quoted in words shall prevail and shall be considered for evaluation. Tenderer shall not be allowed to correct such mistake after opening of the tender. The tenderers should fill in the blanks and quote the rates strictly as per price schedule. Any deviation from the break up prescribed for the quoted rate in the rate schedule shall render the tender invalid and the same shall be summarily rejected without evaluation. The tender shall be submitted in the prescribed forms and all the blanks shall be clearly filled in.

2.12 TENDER EVALUATION:

For the purpose of tender evaluation the total financial commitment shall be computed by taking the maximum quantities of 1.86 lac (One lac and Eighty Six Thousand) MT per annum for quantity materialization and improvement in quantity of coal receipt taking realisation of entire 2% allowable transit loss for shortage minimization. No representation in this regard shall be entertained.

2.12 (a) Determination of lowest rates

L-1 (lowest rates in the tender) rates will be determined on the basis of rates quoted in 1(C) (i) of Schedule of rates annexure "E".

2.13 EARNEST MONEY DEPOSIT:

Earnest Money amounting to Rs. 10,00,000/- (Rs. Ten Lacs) only against this tender shall be deposited in favour of The Rajasthan Small Industries Corporation Ltd., Jaipur and should be deposited along with the tender. The Earnest Money shall be furnished in the following manner only.

- i) Bank Draft (payable at Jaipur)
- ii) Banker's Cheque/pay order (payable at Jaipur)

2.14 No other mode of payment of earnest money deposit is acceptable. No interest shall be paid by the RSIC on the Earnest Money deposited by the tenderers.

2.15 No tender shall be accepted without deposit of the requisite Earnest Money. The offers received without earnest money shall be summarily rejected and shall not be opened. **It should be clearly superscribed on the main envelop that the required amount of Earnest Money has been submitted.**

2.16 The Earnest Money will be refunded to the unsuccessful bidder. The earnest money deposited by the successful bidder will be adjusted against security deposit.

2.17 OPENING OF TENDERS:

All the tenders received against the invitation of this tender notice shall be opened in the Office of the RSIC, Jaipur at the address given above on the given date and time in the presence of the tenderers or their authorized representatives who choose to be present. Tenderers are requested to issue letter to Dy. General Manager (Coal) authorizing their representative for participation the tender opening . In case the date of opening of the tender is a holiday or declared holiday, the tenders will be opened on the next working day at the same place and time unless otherwise modified.

2.18 ACCEPTANCE OF THE TENDER:

The RSIC does not bind itself to accept the lowest or any other tender. Any reason shall not be given or assigned for rejection of any tender or part of the tender. The RSIC shall also not bind to disclose any analysis/details/ finalization of the tender.

2.19 RIGHT TO REDUCE THE SCOPE OF WORK:

The RSIC reserves the right to reduce the scope of the work specified in the tender, either in part or whole, if so desired during the finalization of the tender.

2.20 RIGHT TO REJECT THE TENDER:

The RSIC reserves the right to reject any or all the tenders without assigning any reason thereof.

2.21 RIGHT TO SPLIT THE TENDER:

The RSIC reserves the right to divide and contract the work to one or more tenders and to place an order for a work in part or whole.

- 2.22 The tenderer should not enter into any correspondence with RSIC unless otherwise sought by RSIC. Any canvassing in any form shall not be entertained and such offers will be summarily rejected..

2.23 FORFEITURE OF EARNEST MONEY DEPOSIT:

Failure to furnish the security deposit, delay in start of work and non-execution of the agreement within the stipulated time and when the tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender shall be termed as breach and in those cases, the earnest money deposited shall be forfeited by RSIC without any notice in this regard.

3 SCOPE OF WORK:

- 3.1 The scope of work under this contract shall be:

1. Liaisoning and handling with various authorities and obtaining allocation in favour of RSIC.
2. Transportation from pit head or from colliery stock yard.
3. Arranging movement permit for those who wants to transport themselves.
4. Making payment of freight at loading end.
5. Delivery at the premises of the SSI across the State.
6. In case of rail transport obtaining wagons, its loading and payment to Rail Way in advance.
7. Monitoring of rates during e- auction and advise RSIC appropriate time and rate to book the coal.
8. Ensuring proper quantity and quality of coal
9. Managing shortages within permissible limits.

The payment to the liaisoner will be made after having produced the signed third copy of the gate pass of the area depot of RSIC and dealing with transporters/railways in respect of quality and quantity materialization and shortage minimization aspects including supervision of loading and movement of coal through road/rail for RSIC.

3.2 QUANTITY MATERIALAIZATION:

The contractor shall be responsible to ensure adequate supply of the required Quantity of coal by Coal Companies of proper quality, grade and size of the coal from the allotted collieries and transportation thereof by transporters/ Indian Railways to the SSI/tiny units premises across the State as and when indented by the Corporation.

- 3.3 The contractor shall supervise and ensure that the coal of proper quantity and quality is to be loaded to the full carrying capacity of wagons/dumpers upto prescribed limits which can be safely unloaded at the destination. The coal shall not be loaded in defective or closed Wagons/ Dumpers.

- 3.4 The contractor shall ensure that while loading the coal at the colliery end, coal is loaded to the limit prescribed by the RTO/Railways and there should not be any overloading or under loading of the coal. In case of under loading/over loading of the coal by the authorities of colliery or railways as the case may be the contractor shall immediately lodge and complaint with the concerned authorities on behalf of RSIC under intimation to the Corporation and ensure that the coal is loaded to the full capacity of the wagon.
- 3.5 The contractor shall ensure that while loading the coal, the coal to be dispatched is correctly weighed and accordingly the weight is recorded in the Transporters/Railways receipts by any authority designated by RSIC/Railway Authorities. It shall be the responsibility of the contractor that EPO (Electronic print out) is taken out immediately after weighment of wagons/dumpers at loading end and the same shall be duly stamped and countersigned by the contractor or his authorized representative. One copy of such duly stamped and countersigned EPO by SSI / tiny units shall be delivered along with MTR/RR by the contractor to the RSIC with running bills. In case wagons/dumpers are not weighed, the coal wagon shall be loaded up to the loading line determined jointly by the coal companies and RSIC, for a specific mine. The contractor shall on behalf of RSIC would participate in joint recording of volume conversion factor and would be responsible to peruse coal companies for recording receipts measurement.
- 3.6 The contractor shall ensure that the coal shall be of good quality, without any stone, mud or excessive moisture. The coal with excessive surface moisture i.e. above 10%, extraneous material shall not be loaded and despatched. The contractor shall further ensure that slab, stone and send loading in coal wagons/dumpers is avoided. In the event coal containing the stone, send, slab, mud, excessive surface moisture is loaded / has been loaded, the contractor shall immediately lodge a complaint with the colliery authorities on behalf of the RSIC in such cases, under intimation to the Corporation.
- 3.7 The contractor shall deploy at least one experienced supervisor at each loading station round the clock and dumpers/ wagons.
- 3.8 The contractor shall always be vigilant about the route retraction and allotment limitation imposed by the road authorities/ Railways due to blockage of route, wagons/ dumpers and to keep the RSIC authorities duly informed on day-to-day basis.
- 3.9 The contractor shall obtain day-to- day program of movement , dispatch of the coal from the Collieries on behalf of RSIC and furnish the said program to the under intimation to head office.The contractor shall take necessary action to expedite the dispatches of the coal by the transporters/ railways from the collieries. The contractor shall keep the officers of the RSIC informed about the daily dispatches of the coal by transporters/railways from time to time with relevant details by FAX Message to the Corporation at Jaipur and may be mailed on Website : www.raisico.gov.in

- 3.10 The contractor shall intimate the daily dispatch position of the coal dumpers/rakes booked to SSI, RSIC in incorporating the following details.
- i) Dumper No./Rake No.
Date of movement
Route of movement Dumpers/Rake
 - ii) Expected date of arrival at the destination dumpers/rake
- 3.11 The contractor shall ensure that the wagon/dumpers which are booked to the RSIC Ltd. shall not be diverted by the authorities. The contractor shall convince the authorities on behalf of the RSIC not to divert any dumpers/rake allotted and booked for RSIC. The Handling Agent will arrange to book the coal on pre receipt paid R.R. Scheme if applicable.
- 3.12 The contractor shall be responsible for the expeditious despatch of MTR/RR to the SSI concerned, directly from PIT/Stock yard. Despatch intimation of the loading will be sent by Fax/ website/Telegram to the Corporation on the same day the coal is loaded for dispatch. If contractor found any problem in lifting of coal the contractor shall immediately lodge a complaint with the colliery authorities on behalf of the RSIC in such cases, under intimation to the Dy. General Manager (Coal).
- 3.13 The contractor shall ensure that the coal dispatched to the SSIs/tiny units shall be free from stone sales, earth & without any foreign material such as iron pieces etc. which cause damages to the plants of SSI sector dumpers/rake case of such inferior quality coal the service charges will not be made. Such action of the liaison agent shall be viewed as poor performance and RSIC shall be at liberty to take action as deemed fit.
- 3.14 The contractor shall be vigilant and ensure that there shall be no pilferage of coal accounts during the transport of the coal and if any pilferage is found the Contractor shall immediately lodge a complaint with the Railways/Police and or any authority and on behalf of the RSIC. If the dumper/dumpers/rake wise quantity received at SSI premises is less by more than 2%(Two %) of the weight recorded in MTR/ RR, then the cost of less coal received worked out on the basis of bills raised by Coal Companies plus charges as per charges of liaisoner MTR/RR, after allowing 2% transit loss dumpers/rake wise, shall be recovered from the contractor.
- 3.15 The contractor shall ensure that the crushing and screening arrangements at the collieries are always in working condition. In the event of non-working or failure of said arrangements, the contractor shall immediately lodge complaint with the authorities of collieries concerned under intimation to RSIC and ensure that the defects are immediately rectified by such collieries. The contractor shall keep a record of the duration of outage of such arrangements mine wise and furnish details to the Dy. General Manager , (Coal).
- 3.16 The contractor shall maintain the detail record and registers for various kinds of works involved in the contract and allow the officers of the RSIC to inspect record like weighment etc. after due notice.

- 3.17 The contractor shall ensure that the proper "Bracket Label" indicating the full details such as name of the collieries, type of coal including its grade are affixed on wagons/dumpers/and a copy of such label will be sent to the SSI and to the area depot.
- 3.18 Collection of DD towards service charges from respective office of the RSIC and collection of MTR/RR, will be the responsibility of the contractor under this contract so that MTR/RR is prepared on freight paid basis and no penal charge is levied. If any penalty is charged on Railway freight on account of to pay MTR/RR the same shall be recovered from running bills or any others.

3.19 SHORTAGE MINIMISATION :

The Contract ensure that there is no shortage in the weight of the coal at the time of loading and at the time of delivery at SSI premises. In no case the shortage should be more than 2% (Two percent). Percentage of shortage will be calculated on total, delivered quantity at SSI Premises, on the basis of weighment slips of weighing bridge, duly verified by SSI.

- 3.20 The Contractor is required to keep the record of dumpers/rakes were weighment and dumpers/wagons are weighed and MTR/RR is purchased on the date of loading itself.
- 3.21 The contractor in case of un-weighed wagons/dumpers has to pursue coal company for volumetric determination of the coal wagons/dumpers and see that the coal is loaded up to the weight prescribed in wagons/dumpers and entry to this effect is made in MTR/RR.
- 3.22 In SSI premises weighment shall be done by SSI on the weigh bridge installed at nearest and readings taken by SSI shall be binding for the contractor. However, if the dumpers/rake wise weighment at SSI end is more than the MTR/RR weight, then for all purpose MTR/RR weight will be considered.
- 3.23 In case weigh bridges are not available or out of order, the average weight for the previous month dumpers/rake for the particular area of the colliery loading point shall be taken into consideration for ascertaining the weight, of coal received through wagons/dumpers during the period of non-availability of weigh bridges at SSI end.
- 3.24 In case weigh bridges are not available or out of order for long period volumetric weight would be calculated from the quantity of coal content in each wagon and multiplied by specific gravity of the coal. Such computed weight should be compared with the average weight of earlier months. During the comparison, if the average weight is less than the volumetric weight then the average weight would be considered for payment.
- 3.25 The intention of this contract is that the contractor, by effective check at loading point and also during transit of coal dumpers/rakes, should ensure that coal is loaded upto the MTR/RR carrying capacity and transported safely to the SSI end without any pilferage theft etc.

- 3.26 The payment of the contractor, and penalty of the contractor shall be computed as per the rate scheduled with tender specification and other clauses mentioned in the tender documents.

3.27 PERIOD OF CONTRACT:

The period of contract shall be one year reckoned from the date of execution of agreement. The contractor should complete all contractual formalities within 10 days from the date of placement of LOI, The RSIC reserves the right to extend the period of contract for further period of one year on the same rates, terms and conditions and if extended the contractor shall be liable to execute the work on the same rates terms and conditions. The period of contract should be calculated from the date of agreement.

3.28 QUANTITY:

The approximate quantity to be lifted during the period of contract will depend upon allocation received from the Govt. of India . It will be the duty of the contractor to arrange maximum quantity materialization and obtain required coal from collieries and maintain liaison with SSIs of the State

3.29 MOBILISATION PERIOD :

Contractor is required to mobilize himself within 7 days from the date of issue of letter of intend from this office, failing which the contract award may be terminated without any further notice.

- 3.30 The contractor shall ensure and follow up with the coal authorities at the collieries end and see that the adequate indents of the Railways wagon/dumpers are being submitted by the Coal authorities and also to obtain a regular allotment from the Railways and in case of road transport adequate dumpers are arranged.

- 3.31. The contractor shall arrange the meetings, discussions of the officers of the RSIC with the authorities of coal companies and transporters/railways as

regards the quality and quantity of the coal its movements, dispatch and receipts as and when desired by the RSIC officers.

4 GENERAL TERMS & CONDITIONS OF CONTRACT:

4.1 SECURITY DEPOSIT:

The successful tenderer shall have to submit security deposits of Rs. 1.10 Crores (Rupees One crore ten lacs only). Security deposits Rs. 1.00 crore in the form of Bank Guarantee in favour of The Rajasthan Small Industries Corporation Ltd., Jaipur operatable at Jaipur branch from any nationalized Bank for due and faithfully execution of contract. (Format enclosed As Annexure "C") The security deposit (Bank Guarantee) shall remain valid and operative till 6 (six) months after the expiry of the term and agreement. Remaining security deposit Rs. 10.00 lacs will be deposited in cash or demand

draft /banker cheque in favour of The Rajasthan Small Industries Corporation Limited payable at Jaipur.

If the coal value of delivery orders issued by the collieries exceeds the above security amount, in such case, additional cash security will be deposited by the agent for the difference amount in advance before handing over of delivery order to them.

- 4.2 The security deposit as worked out will have to be deposited within 10 days from the date of placement of work order, in single installment after adjusting amount of EMD. Banker's cheque / bank draft may be accepted only against EMD.
- 4.3 Therefore, the person, firm or company whose tender is accepted hereinafter called the contractor which expression shall, unless excluded by or repugnant to the context include his contractors, administrators, representative and assigns) shall within 10 days from the date of issue of work order, deposit the bank guarantee towards security deposit.
- 4.4 All compensation or other sums of money payable by the contractor to the RSIC under the terms of this contract may be deducted from their bills or by encashment of his security deposit or from any sum which may be due or may become due on to the contractor by the RSIC or any amount whatsoever and in the event of cash security deposit being reduced by reasons of any such deduction or encashment in the aforesaid manner. The contractor shall within ten days thereafter make good in cash, or in the form specified in clause 01 of the INSTRUCTIONS TO THE TENDERERS above. No interest will be allowed on cash deposit receipts submitted towards security deposit.
- 4.5 The security deposit shall be refunded after six months from the completion of the contract on the contractor's fulfilling all the conditions of the contract as per contract to the satisfaction of R.S.I.C. Ltd.
- 4.6 A Revised Guidelines for New Coal Distribution Policy for the year 2010-11 dated 21/4/2010 already uploaded on the Corporation's website is a part of tender document.

4.7 **FORFUTURE OF SECURITY DEPOSIT**

Security deposit shall be forfeited when any terms and conditions of the contract, agreement is infringed / violated.

4.8 **PAYMENT:**

Contractor shall submit fortnightly running Account Bills in triplicate for the work done in preceding fortnight on the basis of actual quantity of coal received at SSI end, based on the weighment/measurement carried out at SSI end along with all relevant documents to R.S.I.C. Ltd. The said bills shall be duly audited and passed by R.S.I.C. as per delegation of power. The payment for the bills shall be made through Account Payee Cheque issued by R.S.I.C. within a reasonable time for the work actually done by the contractor as per the contract on presentation of Running Account Bills and verified MTR/RR

by receiver and payments made thereof will be final. No amount of interest will be payable by the Corporation, in the case of delay or otherwise.

4.9 DEDUCTION OF INCOME TAX , SERVICE TAX AND OTHER TAXES ETC.:

Income Tax/ Service Tax and other applicable taxes at the prescribed rate shall be deducted at source from the monthly Running Account Bills of the contractor as per the Income Tax Act/Service Tax Act and Rules framed thereunder. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the contractor. Any other taxes duties imposed by Govt/Local authorities shall be born by the contractor.

4.10 STATUROT Y RULES AND REGULATIONS:

The contractor must be registered under the Contract Labour Act or any other Labour Acts as may be applicable from time to time, the contractor shall follow all the provisions of Labour Laws and other Laws including the payment of wages Act, Minimum wages Act workman compensation Act and other local laws and rules framed, from time to time. Any amount payable to the employees of the contractor under any of the laws by the contractor, if demanded from the RSIC being a principal employer, the same shall be recovered from the Running Accounts Bills of the contractor/or any other dues. The Contractor shall maintain All registers and records as required under the various laws and regulations. The contractor shall make arrangements for the engagement of labours according to the provisions of Indian Labour Laws and the Acts and for the payment thereof. The contractor shall pay rates of wages and observe powers and conditions as defined in the Indian Labour Laws. Upon receipt of the order, the contractor shall furnish the certificate of his having registered with the competent authority under the contract labour Acts and other Acts to the RSIC.

4.11 The contractor and his employees shall observe all the statutory rules and regulations and the provisions of the other Labour Laws and regulations applicable.

4.12 In the event of any accident to the contractor's employees during the course of his employment in pursuance of this contract, the contractor shall be responsible to pay the compensation or any sum payable to such employees under the provision of Law of Regulations made there under including the provisions of workman compensations Act.

4.13 INSURANCE:

The contractor shall be responsible for payment of compensation in case of any accident or loss to the employees of the contractor and in no case such payment will be made by the RSIC.

4.14 TERMINATION OF CONTRACT:

The performance of the contractor shall be reviewed fortnightly. If it is found that the performance of the contractor is not to the satisfaction or not to the requirement of the RSIC, then the RSIC shall be entitled to terminate the contract by giving 14 days notice at the risk and cost of the contractor, or the Corporation may give any direction in that behalf and the same shall be allowed.

4.15 BREACH OF CONTRACT:

Poor performance in execution of work shall be considered doubtful of the contractor leading to breach of the contract. In the event of breach of contract the RSIC shall have the liberty to get the work executed by other agency or by the RSIC own resources for the remaining period of the contract at the cost and risk of the contractor. The RSIC shall give a notice of 14 days to the contractor in the event of breach of contract before resorting to any alternative arrangements. The extra cost so incurred in this regard shall be recoverable by the RSIC from the contractor's receivable guarantee etc. in this regard the decision of the Corporation shall be final.

4.16 DAMAGE TO THE PROPERTY:

The contractor shall be liable to pay damages to the property of RSIC, property of Railways or the property of coal companies or the property of any other contractor working in the SSI premises on account of negligence or defective working on the part of the contractor and his employees. Such amount towards damages shall be recovered from the Running Account Bills Security Deposit etc. of the contractor and the contractor shall be liable to pay such damages to the RSIC. Such recoveries or any other kind of recoveries could be made by legal course of action also, if needed.

4.17 DISCIPLINE:

The contractor shall ensure that he and his employees maintain proper disciplines and decorum at the all places, collieries and with Railways/transporters/SSI so that coal company and RSIC while dealing and executing the contract there should not be any hindrance of the smooth running of the production at SSI.

4.18 PANEL OF TRANSPORTERS:

The Corporation will approve a panel of transporters out of the tenderer (s) participated in the tender for transporting of coal through road from mines to doorstep to SSI units. Units will free to get their allotted coal transported through road from any of the empanelled transporters of RSIC. on the rates mutually decided by SSI units and empanelled transporters.

SSI units will free to get transport of coal by road either through Corporation's approved rates of H&T contractor or rates mutually agreed by them with empanelled transporter(s) for which Handling and transportation contractor will not have and make any objection.

4.19 **SUBLETTING OF THE CONTRACT:**

The contractor shall not sublet, transfer or assign this contract to third party without the prior written permission of the RSIC. If it is found that the contractor has sublet, transferred or assigned the contract, the same shall be terminated after giving due notice to the contractor.

4.20 **EXECUTION OF AGREEMENT:**

The contractor shall execute an agreement with the RSIC on a stamp paper of appropriate value in the prescribed form within ten days from the date of placement of the order.

4.21 **OFFICER INCHARGE:**

All the work under this contract shall have to be executed under the direction and to the satisfaction of the Corporation for this work contract.

4.22 **DEDUCTIONS OF AMOUNT:**

Any amount or amounts which becomes due and payable to the RSIC from the contractor shall be deducted from any amount or amounts becoming due and payable to the contractor under this or any other contract.

4.23 **JURISDICTION:**

All questions, disputes or difference arising under or out of or in connection with the contract shall be subject to the jurisdiction of Jaipur Court only.

4.24 **CLOSURE OF CONTRACT:**

All liabilities must be settled within six (6) months of final RA bill failing which no claim shall be entertained.

4.25. **ARBITRATION:**

If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Chairman and Managing Director or his or her nominee Rajasthan Small Industries Corporation Ltd., Jaipur and whose decision will be final and binding on both the parties.

4.26. **INSTRUCTION TO THE TENDERERS WILLING TO DOWNLOAD THE TENDER DOCUMENT FOR SUBSEQUENT USE OF THE SAME FOR SUBMISSION OF OFFER**

4.26.1 Tenderer may also download the tender document (in full) available in website: www.rajsico.gov.in, for participation of the tender process. The printout of the downloaded tender document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the tender. It is advisable that the downloaded tender document to be printed through a laser printer.

- 4.26.2 The cost of the tender document downloaded from the website is required to be deposited as a separate DD of Rs. 2500/- at the time of submission of tender failing which tender will be rejected. The DD shall be drawn in favour of 'The Rajasthan Small Industries Corporation Ltd.', payable at Jaipur.
- 4.26.3 The total tender document in full is to be downloaded for submission of the offer otherwise the document shall be treated incomplete and the offer shall be liable for rejection.
- 4.26.4 While submitting offer, tenderers shall submit the total downloaded tender document in full duly signed and stamped as a token of acceptance.
- 4.26.5 **Tenderers please note if any change / deletion is made by the Tenderer/contractor in the downloaded document and same is detected at any stage even after the award of the tender, full EMD will be forfeited and the contract will be terminated at his / their risk and cost.**
- 4.26.6 It shall be responsibility of the tenderer submitting the offer to ensure that the tender have been submitted in the formats and as per the terms and conditions prescribed in the tender document available in the website and no change is made therein. In case any tampering / unauthorised alteration is noticed in the tender submitted by the tenderer from the tender document available on our website <http://www.rajsico.gov.in>, the said tender shall be summarily rejected and the owner shall have no liability whatsoever on the matter.
- 4.26.7 The declaration should be given by the tenderer while submitting the tender as a separate Annexure – “F”:
- 4.27. Corporation may accept / reject partly and fully any or all offers without assigning any reasons thereof.

ANNEXURE 'A'To whom it may concern

Certified that M/s..... is a valued customer of our bank and enjoying cash credit facilities from the branch. As per our information they are financially very sound and can be treated good for any work for value Rs.

This certificate is issued at the specific request of M/s. and without any risk and responsibility of the bank.

Signature of Banker with seal

ANNEXURE "B"**AFFIDAVIT**

I, I _____ S/o _____ aged _____
 permanent resident of _____
 _____ do hereby solemnly
 affirm and declare as follows:-

1. That I am a citizen of India by birth and permanent resident of the aforesaid locality.
2. That I am one of the Directors / partner/sole-proprietor of M/s having its registered office at and authorized to sign the tender and other related documents.
3. That the aforesaid company is dealing in supply of coal in various states of the country and have good reputation in the country.
4. That I do hereby declare that M/s is free from vigilance enquiries and not black listed by any National / State Corporation or Department.
5. That I do hereby declare that we shall open offices in the collieries linked for supplying coal to the RSIC.
6. That this affidavit is my declaration and will be used as a piece of documentary evidence before the concerned authority / authorities to prove that the aforesaid company is free from vigilance enquiries and not black listed by any National / State Corporation or Department.
7. That the statements made in this affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed herein.
8. The details and documents attached with the tender are correct.

And I sign this affidavit on the day of 2010, at

Deponent

Identified by me

To be attested by Notary Public

ANNEXURE "C"

BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

This deed of guarantee made this ----- the day of two thousand ten by ----- (name of nationalized bank) hereinafter referred to the Bank which shall unless repugnant to the context or the meaning there of includes its directors, legal representatives, successors and assigns and The Rajasthan Small Industries Corporation Limited, (hereinafter referred to as the RSIC) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

WHEREAS the RSIC has awarded a contract or handling and transportation of coal by road and rail for the purpose of supervising, liaisoning and handling work in respect of quality and quantity, materialization and shortage minimization, supervision, loading and movement of coal up to the SSI premises across Rajasthan from different collieries handling of coal etc. as per new coal distribution policy and as per terms and conditions of the tender documents for a period of one year from -----to-----

And whereas the liaisoning and handling agent has agreed to submit a Bank Guarantee (valid for 18 calendar months for the date of Bank Guarantee issued) to the RSIC Ltd. towards security for the due and faithfully execution of contract as per the terms and conditions of the agreement and Tender's document and whereas the bank and its duly constituted agent and officer has already understood the agreement, documents signed by the contractor -----

In consideration of the RSIC Ltd. having agreed to award the contract on the contractor we (the Bank) do hereby guarantee, undertake promise and agree with the RSIC Ltd., its Directors, legal representatives, successors and assigns that the within name ----- --- their Directors, legal representatives and assignees will faithfully perform and fulfill everything within the binding document and the agreement contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner herein provided do all obligations there under and we further undertake and guarantee to make payment to RSIC Ltd., a sum of Rs. 1.00 crore (Rupees one crore) only in cases the Handling and transportation Agent , their Directors legal representative and assignees do not faithfully perform and fulfill everything within the binding documents and all contract order, terms and conditions on their part to be performed or fulfilled, at the time and in the manner herein provided and do not willfully and promptly do all obligation there under.

In case the Handling and Transportation Agent fails to perform or fulfill the agreement and as per the terms and conditions of the tender documents agreed upon, the RSIC Ltd. Is entitled to demand and amount Rs. 1.00 crore (Rupees one crore) only from the contractor and demand made by the RSIC Ltd. Itself will be conclusive evidence and proof that the contractor has failed to perform or fulfill his obligations under agreement contractor and neither the Contractor nor the Bank shall be entitled to raise any dispute regarding the reason for the failure or performance of fulfillment on any ground whatsoever.

We the -----(name of nationalized bank) do hereby undertake to pay an amount of Rs. 1.00 crore (Rupees one crore) only being the amount, due and payable under this guarantee, without any demur, merely on a demand from the RSIC Ltd. stating that the amount claimed in due by way of non performance of the contractual obligations as aforesaid by the contractor/failure to perform the said contractual commitments any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, however our liability under this guarantee shall be restricted to an amount not exceeding Rs. 1.00 crore (Rupees one crore) only.

We the bank, further agree that the guarantee herein contained shall remain in full force upto _____ (18 months from the date of issue of bank guarantee) from the date of Bank Guarantee or till the RSIC certifies that the terms and conditions of the said contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the RSIC Ltd. on or before ----- (within 18 months from the date of issue of bank guarantee). We shall be discharged from all liabilities under this performance security hereinafter.

We, the bank, further agree with that the RSIC Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document and agreement contract or to extend the time of performance by the said contractor from time to time for any of the power exercisable by the RSIC against the contractor and to forbear or enforce any of the terms and conditions relating to the said binding document and the agreement contract and we shall be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act omission on the part of the RSIC to the said contractor by any such manner or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the RSIC may have or hereafter possess in respect of the works executed or intended to the executed

and the RSIC shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the RSIC may be entitled to receive or have a claim upon and the RSIC at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agree that the amount hereby guaranteed shall be due to payable to the RSIC on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give the full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and to which bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____(name of nationalized bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RSIC in writing and the guarantee shall be continuous and irrevocable guarantee upto a sum of rs. 1.00 crore (Rupees one crore). The bank guarantee shall be valid upto -----(18 months from the date of issue of bank guarantee) unless a demand or claim in writing is made on us before -----(18 months) after it the guarantee will automatically cease the validity.

Our liability under this bank guarantee shall not exceed Rs. one crore (Rupees one crore).

This bank guarantee is issued for a period of 18 months and this bank guarantee shall be valid up to-----

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before-----

The guarantee is operative at our----- (name and address of the branch at Jaipur), branch at Jaipur.

Place: Jaipur

Date:

Signature

Seal

Code No.

(Signed & sealed by the tenderer
In token of acceptance of above)

The Rajasthan Small Industries
Corporation Limited, Jaipur

ANNEXURE “D”**Experience and other details of Bidder**

01. Name of Bidder
.....
02. Postal Address
(For correspondence).....
.....
- Tel. No.
- Fax No.
- Mobile No.
- e-mail

The bidder should furnish following details in full along with supporting documents

03. please state details of EMD paid

DD/BANKER'S CHEQUE/PAY ORDER No.	Date/Amount	Name of Bank	Branch City/Town

04. Please state whether income tax is closed up to date (last year income Tax clearance certificate to be attached)
05. a) Solvency certificate in original of Rs. 1.00 crores is to be attached
- i) A copy of last three years Balance sheet and Annual Accounts duly certified by C.A.is to be attached showing net worth of Rs. 1.00 crores of the firm/tenderer/ Contractor.
06. Please confirm that you have experience Of Liaison with Railways and the Coal India Limited & its subsidiaries and of Supervision and monitoring of loading, Movement of coal by road/railways on Behalf of the known GOVERNMENT Companies like power generation Companies /Corporation for three years and Have executed such work of liaisoning of 01 lakh tones and more of coal in any of the preceding 3 years.

Please submit the relevant documents and give details in the below format:

S.No.	Name of work executed	Organization	Value of work	Quantity of coal	Quantity. of other commodities	Period of contract	Performance certificate enclosed

07. Whether you have got full fledged offices and sub-offices at all vital locations such as Head Quarters of Coal Companies like WCL/SECL/Coal India. Ltd.
08. State whether you have got sufficient Man-power to carry out the works
Furnish details of man-power Available & organization structure Chart.
09. State Whether RSICs all technical and commercial terms and conditions are acceptable to you.
10. State whether you have got all Communication facilities for carrying Out such works. Give details of facilities available along with places.
11. State in what manner/method you will Like to achieve quality supply of coal As per declared grade.
12. Reference may be made to:
1.....
2.....
13. Any other information the Bidder may desire to furnish

Note:

1. Please attach separate sheets, if required.
2. Please note that the offer of bidder will be liable for rejection, if the above information is not furnished in full and does not satisfy the minimum, experience criteria for such /similar work.
3. Attached copies of performance certificate, work order and other certificate/documents as required in the tender documents should be attached. The same will not be returned.

SCHEDULE OF RATES**1. QUANTITY MATERIALISATION CHARGES**

A). The service charges including handling / liasioning / loading/transportation/weighment/unloading by road.

(Rates to be quoted in Rs. Per MT per KM.) FROM PIT TO SSI PREMISES

FOR WCL/SECL

i) Up to 1 lakh M.T. per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

ii) For 1,00,001 MT to 3,00,000 MT per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

iii) For 3,00,000 MT per annum and above

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

B). The service charges including handling /liasioning loading/transportation/weighment/unloading by rail

(Rates to be quoted in Rs. Per MT) FROM STOCK YARD OF COLLIERY TO RAILWAY SIDING

FOR WCL/SECL

(i) Up to 1 lakh M.T. per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

(ii) For 1,00,001 MT to 3,00,000 MT per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

(iii) For 3,00,000 MT per annum and above

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

- C) The service charges for only obtaining clearance, liasioning, handling, movement permit of coal from the coal company and deliver coal to the authorized representative of the unit at mines as per allotment by RSIC for those who chooses to lift and transport the material directly.(Rates to be quoted in Rs. Per MT)

- (i) Up to 1 lakh M.T. per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

- (ii) For 1,00,001 MT to 3,00,000 MT per annum

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

- (iii) For 3,00,000 MT per annum and above

S.No.	Grade of Coal	Rate in Figure	Rate in Words
1.	Steam coal Grade-A		
2.	Steam coal Grade-B		
3.	Steam coal Grade-C		
4.	All SLK		
5.	All ROM		
6.	Others		

2. SHORTAGE MINIMISATION CHARGES:

" Shortage" for the purpose of this contract shall be defined as difference in weight of Coal (Dumpers/ Rake wise) as appearing in MTR/Railway receipts and that actually weighed at SSI end and verified.

- The payment for shortage minimization will be made based on the improvement in actual quantity of coal received dumpers/ rake wise at SSI end compared to the MTR/RR weight in each dumpers/ rake.
- In case dumpers/ rake wise quantity received at SSI end is less by more than 2% (Two percent) then recovery of actual coal cost on the basis of coal bill of Coal Company will be made.

c).PAYMENT: The payment for shortage minimization shall be as follows:

- | | | |
|------|--|----------------------------------|
| (i) | Shortage 2% or more | No payment |
| (ii) | Rate per MT for reduction in transit
loss of coal below the permissible
shortage of 2% dumpers/ rake wise | In figures.....
In Words..... |
| iii) | Payment as stated above in (C-I,II)
will be made on prorata basis only on
the additional quantity of coal received
as per actual weighment at SSI premises
and as compared to permissible shortage
of 2% (two percent) dumpers/rake wise | |

ANNEXURE “F”**DECLARATION**

- a) I/We have downloaded the tender form from the internet site www.rajsico.gov.in and I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our tender will be summarily rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with and/or prosecuted.
- b) I/we am / are submitting a demand draft No. _____ dated _____ issued by _____ for Rs. _____ towards the cost of tender document.

Date :

Signature of tenderer with rubber stamp

----- X -----