

BANK GUARANTEE

To,

**The Managing Director
Dharwad, Haveri, Gadag & Uttarkannada District
Co-Op Milk Producers' Societies Union Ltd.,
Dharwad-580 004**

WHEREAS M/s / Sri..... hereafter referred to as the
liaison-Cum-Transportation Contractor having their office at
.....
.....have entered
into an agreement with **Dharwad, Haveri, Gadag and Uttarkannada District Co-Op Milk
Producers' Societies Union Ltd., Dharwad**, a company registered under the State
Co-Operative Societies Act 1959 represented by the **Managing Director** hereinafter referred to
as the **Dharwad, Haveri, Gadag & Uttarkannada District Co-Op Milk Producers'
Societies Union Ltd.,** for delivery of steam coal to the **Dharwad Co-Op Milk Union Ltd.**,
situated at Lakkammanahalli, Industrial Area, Dharwad.

AND WHEREAS the Liaison-cum-Transportation Contractor under the
terms & conditions of the agreement has agreed to give **DHARWAD, HAVERI,
GADAG AND UTTARKANNADA CO-OP MILK PRODUCERS'
SOCIETIES UNION LTD., DHARWAD** a Bank Guarantee for a sum of
Rs.6,00,000-00 (Rupees Six Lakhs only) as PERFORMANCE GUARANTEE of
the Contract.

AND WHEREAS the Liaison-Cum-Transportation Contractor has requested
to issue the Guarantee of **DHARWAD CO-OP MILK UNION LTD.,
DHARWAD**

NOW THIS DEED OF GUARANTEE WITNESSETH AS UNDER :-

- 1) We hereby guarantee the due performance of the agreement by the Liaison-
Cum-Transportation Contractor and in case there is failure on the part of the
Liaison-Cum-Transportation Contractor in the performance of the said
agreement we hereby undertake to pay you Rs.6,00,000-00 (Rupees Six
Lakhs only).

- 2) Any demand made by **DHARWAD, HAVERI, GADAG & UTTARKANNADA DISTRICT CO-OP MILK PRODUCERS' SOCIETIES UNION LTD.**, DHARWAD on us, shall be the conclusive proof of no performance of the said Agreement by the **Liaison-Cum-Transportation Contractor** and we hereby guarantee and undertake to pay you immediately on receipt of such demand without recourse to the **Liaison-Cum-Transportation Contractor** sum of **Rs.6,00,000-00** (Rupees Six Lakhs only).
- 3) The Guarantee shall remain in force from - - 2016 to - - 2016.

NOT WITHSTANDING anything contained there in above.

1. Our liability under this Bank Guarantee shall not exceed **Rs.6,00,000-00** (Rupees Six Lakhs Only).
2. This Bank Guarantee shall be valid upto - -20 .
3. We are liable to pay the Bank Guarantee amount or any part thereof under this bank Guarantee only upon receipt of a **WRITTEN** claim or **DEMAND** on or before - -20 .

ForBank

CHECK LIST

TECHNICAL-CUM-COMMERCIAL TENDER FOR LIOSIONING & TRANSPORTATION OF STEAM COAL.

Kindly ensure compliance of the under-mentioned requirement, as per Tender terms and conditions:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Whether the prescribed EMD is remitted to e-procurement portal? | Yes\No |
| 2. Whether the Tenderer Bio-data is uploaded? | Yes\No |
| 3. Whether uploaded the PRICE QUOTE Tender, duly filled-up the rate/mt in figures and words.? | Yes\No |
| 4. Whether uploaded the copy of Income tax PAN Certificate? | Yes\No |
| 5. Whether uploaded the relevant documents of minimum 3 years experience with M/s SCCL Hyderabad of laisioning & Transportation. ? | Yes\No |

SIGNATURE OF THE TENDERER\CONTRACTOR.

PRICE QUOTE

To,
The Managing Director
Dharwad, Haveri, Gadag & Uttarkannada District
Co-Op Milk Producers' Societies Union Ltd.,
Dharwad

Sir,

Sub:-Offering rates for coal liaisoning and transportation of steam
coal reg.,

Ref:- IFT No. DMU/Boiler/Coal-Trans/2016/

Dt:- .01.2016

With reference, I/We submit here with my/our tender for liaisoning and
transportation of steam coal from the following various coal mines of M/s SCCL
Hyderabad to Dharwad Milk Union Ltd., Dharwad.

-----Name of the
Mines Rate Per MT
(In Rupees figures & words)

1. VK-7 Mines

Rs.

2. PK-1 Mines

Rs.

3. KCHP-MNG Mines

Rs.

4. GDK-5 Mines

Rs.

5. RK-7 Mines

Rs.

6. SRP3 & 3A Mines

Rs.

7. GK-OC Mines

Rs.

-2-

-----Name of the
Mines Rate Per MT
(In Rupees figures & words)

8. Other Mines

Rs.

I/We once again confirm that, I/We have thoroughly studied the tender document and understood the terms & conditions & tender details of required goods etc. My/Our offer for liaisioning and transportation of the steam coal is strictly in accordance with the requirement. I/We agree that the decision of the MD DHAMUL Dharwad shall be final in any dispute regarding the coal transportation, terms & conditions of this tender.

Full Address

Signature of the Tender
with seal

TECHNICAL TENDER APPLICATION

From:
M\s.

To:
The Managing Director
Dharwad, Haveri, Gadag &
Uttarkannada District Milk
Co-Op Milk Producers' Societies
Union Ltd., Lakkamanhalli,
Indl.Area, DHARWAD-580 004.

Sir,

Sub: Tender for Coal Liaisoning & Transportation reg.,

Having examined the Technical and Commercial tender documents. The Technical tender consisting of Technical Pre-qualification and commercial Tender consisting Price quote. I\We hereby submit all the necessary documents and relevant information for the above mentioned tender.

The application is made by me\us on behalf of M\s..... duly authorized to submit this tender offer. Necessary evidence admissible in law in respect of authority assigned to me on behalf of the tendering firm is herewith attached.

I\we submit the documents herewith taking into consideration of all the instructions, terms and conditions in Technical tender.

I\we understand that the Managing Director, DAMUL Dharwad reserves the right to reject any tender \ offer without assigning any reasons there of.

I\we here agree to hold the tender\offer valid for acceptance for a period of 90 days from the date of opening of the technical tender.

Signature of the applicant and & Designation.
NAME: (IN BLOCK LETTERS)

TENDER TERMS AND CONDITIONS

1.0 INVITATION FOR TECHNICAL TENDER.

- 1.1 The Dharwad, Haveri, Gadag & Uttarkannada Dist. Co-Op. Milk Producer's Societies Union Limited (DAMUL) Dharwad, invites Technical-cum - Commerical tender through e-procurement from reputed liaisoning & transport contractors having experience minimum 3 years with M/s Singareni Collieries Company Ltd., (M/s SCCL) Hyderabad for transportation of steam coal from 'C' round coal available mines like VK-7, PK-1, KCHP-MNG, GDK-5, RK-7, SRP3 & 3A, GK-OC and any other mines on "Biennial Rate Contract (BRC)".
- 1.2 Interested eligible tenderers may obtain further information from the Purchase department, DAMUL Dharwad.
- 1.3 Complete set of tender documents Technical & commercial may be downloaded from e-procurement portal on payment of non-returnable processing fee through any of the following online modes of e-Payment as mentioned in e-Procurement portal.
 - i) Credit Card
 - ii) Direct Debit (Axis Bank Account holders)
 - iii) National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)
 - iv) Over-the-Counter (OTC) remittance at Axis Bank designated branches

2.0 TENDER ELIGIBILITY

- 2.1 The tenderer should not be a coal supplier / trader.
- 2.2 The tenderer should not be having coal yard.
- 2.3 The tenderer should furnish certificate for having executed the similar work with the name of firm.
- 2.4 The tenderer should furnish the related documents for having 3 years experience in liaisoning and transportation of steam coal with the M/s **SCCL Hyderabad**.

SIGNATURE OF THE TENDERER

3.0 COST OF TENDERING:

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of Tender. DAMUL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tender process.

4.0 CONTENTS OF TENDER DOCUMENTS:

- 4.1 The details of transportation of steam coal required on hire basis tendering procedures, tender conditions and contract terms and conditions are detailed in the documents. In addition to the invitation for tenders, the tender documents include.

A Technical Tender consists of

- a. Tender Notification
- b. Technical Tender Application
Tender Contract & General Terms and conditions
- c. Tenderer BIO DATA
- d. Technical Tender Checklist

B Commercial tender consists of

- a. Commercial Tender Price Quote.

- 4.2 The Tenderer is expected to study and understand all instructions forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tendering documents or submission of a tender not substantially responsive to the tender document in every respect shall be at the tenderers risk and may result in the rejection of Tender.

5.0 AMENDMENT OF TENDER DOCUMENTS:

- 5.1 At any time prior to the deadline for submission of Tenders, DAMUL may for any reason whether, at its own initiative or in response to clarification requested by a prospective tenderer, modify the tender documents by amendment.

SIGNATURE OF THE TENDERER

- 5.2 The Amendment shall be notified as per e-portal to all prospective tenderers.
- 5.3 In order to offer prospective tenderer reasonable time to take the amendment into consideration DAMUL may at its discretion extend the deadline for submission of tenders.

6.0 FIXED PRICE:-

- 6.1 The rates finalized for the liaisioning and transportation of steam coal coming under BIENNIAL RATE CONTRACT are fixed for the validity of contract. Except price variation clause No.(i) Scope of work of the tender terms and conditions.

7.0 EARNEST MONEY DEPOSIT (EMD)

- 7.1 The tenderer shall furnish the EMD of Rs.50,000-00 (Fifty thousand only) (as specified in General Terms and Conditions (GTC) clause-(1)) as part of the tender for liaisioning and transportation of steam coal from different mines of M/s SCCL Hyderabad to DAMUL Dharwad through any of the following online modes of e-payment as mentioned in e-procurement portal.
- i) Credit Card
 - ii) Direct Debit (ICICI Bank Account holders)
 - iii) National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)
 - iv) Over-the-Counter (OTC) remittance at ICICI Bank designated branches
- 7.2 The EMD is to protect the DAMUL against risk of tenderers conduct which would warrant the security forfeiture.
- 7.3 Any tender not secured as above, shall be treated as non-responsive.
- 7.4 Un-successful tenderers EMD shall be discharged as promptly as possible, but not later than 45 days after expiration of tender validity.

SIGNATURE OF THE TENDERER

7.5 The Successful tenderer's EMD shall be adjusted to security deposit of the contract.

7.6 The EMD of the tenderer may be forfeited with keeping in black list for the following reason.

- a. The tenderer does not have the right to withdraw the tender before opening of Commercial tender for any reasons.
- b. If the tenderer withdraws his tender during the period of tender validity specified by DAMUL

OR

- c. In case of successful tenderer, if the tenderer fails to
 - i. Execute the contract agreement.
 - ii. Furnish the Security Deposit

7.7 No earlier EMD or SD if any, are transferable against present tender, therefore, submission of fresh EMD along with tender is mandatory.

7.8 EMD or Security Deposit shall not carry any interest.

8.0 PERIOD OF VALIDITY OF TENDER:

8.1 The tenders shall have validity of 90 days after opening of tender.

8.2 In exceptional circumstance the DAMUL may solicit the Tenderer's consent to extend the validity.

9.0 FORMATS & SIGNING OF THE TENDER DOCUMENTS:

9.1 As per e-procurement portal

10.0 SUBMISSION OF TENDERS:

10.0 The prescribed EMD, relevant documents and technical and commercial documents shall be uploaded as per e-procurement portal only.

SIGNATURE OF THE TENDERER

11.0 DEADLINE FOR SUBMISSION TENDERS:

- 11.1 Tenders must be uploaded by the tenderer as per the time and date specified in the invitation for tender through e-procurement portal. The DAMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.
- 11.2 The DAMUL may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT clause 5, in which case all rights and obligations of the DAMUL and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 11.3 Telephonic \ FAX \ E-mail tender's shall **not** be considered.
- 11.4 Tenderer shall not be permitted to change/modify the tenders subsequent to deadline for submission of tenders.
- 11.5 Tenderer shall not be allowed to withdraw the tenders between the deadline for submission of tender and expiry of the period of tender validity. Withdrawal of a tender during this period would result in forfeiture of tender EMD and blacklisting of the tenderer.
- 11.6 Technical tender found responsive in all respects shall be considered the commercial tender for opening.

12.0 OPENING OF TENDERS

- 12.1 The Technical Tender shall be opened on the date \ Time specified in the tender at DAMUL Campus.
- 12.2 Technical tender, wherein, the pre-qualification, based on various factors eligibility of the Tenderer will be evaluated, considered and decided prior to opening of commercial tender.

SIGNATURE OF THE TENDERER

- 12.3 The tenderer who do not satisfy any or all the terms and conditions specifically mentioned in technical tender, their COMMERCIAL TENDER shall not be considered and opened.
- 12.4 Those who are eligible/and qualified in technical tender their commercial tender will be opened.

13.0 EXAMINATION OF TENDERS.

- 13.1 Tender shall be examined to determine whether they are complete.
- 13.2 The COMMERCIAL TENDER of the tenderers who do not satisfy any / all the terms and conditions specifically so mentioned under Technical Tender shall not be considered.
- 13.3 While indicating the price in the commercial Tender shall be recorded clearly in figure as well as in words as per e-procurement portal.

15.0 EVALUATION OF TENDER.

- 15.1 Taking into consideration Technical competence and the quoted price for the liaisoning & transportation of coal, the tenders shall be evaluated.
- 15.2 Notwithstanding any thing contained in the tender schedule, no obligation is cast on DAMUL to accept the lowest tender and the union shall also reserves the right to accept or reject any or all the tenders without assigning any reason.

16.0 CRITERIA FOR AWARD OF CONTRACT:

- 16.1 The DAMUL shall award the contract to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated price, provided further that the tenderer has the capability and the resources to carry out the contract effectively.

SIGNATURE OF THE TENDERER

- 16.2 The lowest Rate quoted tenderer if fails for any reason to perform the contract the contract shall be black listed and shall not be allowed to participate in any of the subsequent tenders.
- 16.3 If any escalation hike / reduction in fuel price by the Government, the revised rates will come into effect from the date of opening of technical tender / negotiation thereafter.

17.0 DAMUL'S RIGHTS:

- 17.1 DAMUL reserves the right to accept or reject any or all offers and the tendering process at any time prior to award of contract without there by incurring any liability to the effected tenderer or tenderers or any obligatory to inform the effected tenders on the grounds of DAMUL action.

18.0 NOTIFICATION OF AWARD:

- 18.1 Prior to expiration of the validity of the tender the DAMUL may notify the successful tenderers in writing by Regd.Post / E-mail that its tender has been accepted.
- 18.2 Notification of award shall constitute the formation of the contract.
- 18.3 The EMD of the successful tenderer will be adjusted to security deposit of the contract. Also to be furnished the performance bank guarantee for the stipulated amount towards security deposit & agreement before issuing the award of contract (after completion of formalities contract will be awarded).

SIGNATURE OF THE TENDERER

TERMS AND CONDITIONS OF COAL TRANSPORTATION

SCOPE OF WORK:-

The rates quoted should include charges for Liaisoning, Documentation processing / Procuring, Loading at Coal Fields of Singareni Collieries Co.,to DAMULand other charges as may be incurred to transport the (consignments) Coal from the Pit Heads to the Destination (ie., Dharwad Milk Union/DAMUL) and in connection with Liaisoning and documentation/ Processing/ Procuring and also to cover any other loss to be met out as indicated in the following terms and conditions:

- a) The area of operation of liaisoning and transportation shall be all coal fields of the Singareni Collieries Co.Ltd., Hyderabad situated in different area and approximately 800 KM from Dharwad.
- b) The contractor taking up the Liaisoning and Transportation of Coal, shall be responsible for pursuing, followup of allotment of coal by Singareni Collieries Co.Ltd., and procurement of good quality coal and movement of the Trucks/ Transportation of coal till destination as would be indicated by us.
- c) On issue of the recommendation by the Additional Director, Industries & commerce Department of Karnataka on Singareni Collieries Co.,Ltd., the Liaisoning Agent has to followup and obtain allotments on a best collieries of Singareni Coal Field.
- d) The contractor is the responsible to deposit the coal cost and obtain the permit on good coal mines against our advance payment which has been sent to contractor or M/s SCCL Hyderabad by DD / RTGS in favour of M/s SCCL Hyderabad within due date. Road Release Order / Programme at Colliery and arrange despatch accordingly and ensure to supply within 30 days on allotment. Otherwise information should be given in writing for the delay with reasons, which is acceptable otherwise any loss on account of non arrangement of supply the same will be recovered from the contractor.

SIGNATURE OF THE TENDERER WITH SEAL

- e) Effective supervision has to be made while loading the coal for quality and quantity at the Colliery level and arrange to send the coal bills separately.
- f) The unloading of the trucks will be done by the DAMUL Dharwad at its cost.
- g) The approximate quantity now being required is 525 MTs per month or 6300Mts per annum and the same is likely to be increased or decreased depending upon the consumption.
- h) This contract shall be in force for a period of two years (BRC) from the date of issue of Final Work Order or such shorter period as may be determined by DAMUL. DAMUL also reserves the right either to extend the contract for a period of 3 months after expiring the period of two years.
- i) In case of increase / decrease in fuel prices by the State / Central Government of India, the transport rates paid to the contractor will also be revised on pro-rata basis, considering 4KM/Ltr of the diesel during contract period.
- j) Transshipment of the Steam Coal will not be allowed in between place of despatch (ie., Pit Head) and the place of Destination. DAMUL reserves the right to reject the load if transshipment is done.
- k) Lapse of permit due to delay in submission of advance etc., to Singareni Collieries Co.Ltd., the contractor is liable for penalty / fines imposed by Managing Director, DAMUL for the fine could be to the extent of buying coal from open market and the difference is to be borne by the contractor.

Managing Director

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL TERMS & CONDITIONS:-

1. The tenderer should be furnished EMD of Rs.50,000/- through any one of e-payment as specified in e-procurement portal.
2. The contractor shall furnish Rs.2.00 lakhs (Rupees Two Lakhs only) by cash and Rs.6.00 lakhs (Rupees Six lakhs only) by Bank Guarantee for a period of 27 months from the date of the contract period as a Security Deposit for due performance of the contract. The Bank guarantee and agreement shall be provided on receipt of our letter within 15 days on receipt of intimation in writing.
3. The successful tenderer should enter into an agreement with the DAMULDharwad for proper performance of the contract on a non judicial stamp paper of Rs.200/-.
4. The tenderer should not be a Coal Supplier / Dealer/Trader. Such tenders will not be accepted.
5. The contractor shall also discharge as the Liaison and Transport Contractor for Dharwad Milk Union, hereby agrees that it is their responsibility to procure the best quality coal from the Collieries.
6. No Transit loss or shortage will be allowed. Shortage if any, will be recovered from the contractor at cost of the coal which shall include rate charged by collieries + Liaisoning and Transportation charges paid to the Contractor.
7. The contractor shall be held responsible for any malpractice ie., shortage of coal, inferior quality, more stone, slate and dust etc., and maximum dust percent allowed is 10% . If it is more which will be recovered from contractor. Slate content also to be maintained.

SIGNATURE OF THE TENDERER WITH SEAL

8. If the coal despatched from Colliery in the trucks lost or mis delivered, the entire cost of the coal will be recovered from the contractor.
9. The cost of coal, lost or damaged or pilfered during transit and / or cost of coal, not delivered or short delivered at the destination shall have to be borne by Contractor. The ultimate authority to assess the damage / losses shall be Managing Director, DAMUL or his authorised representative and the contractor agree that no claims or suits of any kind will be filed in this regard.
10. The contractor should strictly adhere to the schedule for transportation of coal issued by M/s SCCL Hyderabad from time to time.
11. The contractor shall make good to the DAMUL any loss which it may suffer owing to the contractor's failure to carryout the work entrusted to him under this contract.
12. The decision of the Managing Director, DAMUL or his authorised representative shall be final and binding on the contractor on all matters or disputes arising out or in connection with the contract.
13. If the contractor fails to carryout the work assigned to him under the contract or does not carryout the entire work or part thereof, within the stipulated time or commits any breach of the terms and conditions of the contract, the DAMUL may at its discretion.
 - a) Cancel the contract or any portion thereof; and / or
 - b) Forfeit the Security Deposit in whole or to the extent necessary to cover the loss suffered by DAMUL; and/or
14. The contractor shall transport the coal to the destination within the period stipulated by DAMUL. If there is any delay in transporting the coal and delivering them at the destination, the contractor shall be held responsible for all consequential losses and also if DAMUL arrange the transportation of coal from any agency/ alternative source the additional cost incurring will be recovered from the contractor.

SIGNATURE OF THE TENDERER WITH SEAL

15. Proper documentation in respect of the Road Movement has to be maintained by the Contractor and submitted to DAMUL Dharwad within 2 days from the date of clearance of the allotted material at Collieries levels.
16. It is the responsibility of the contractor to obtain fresh coal allotment order and Fuel Supply Agreement (FSA) for 2 years period from M/s SCCL Hyderabad as per the recommendation letter of M/s Industrial and Commerce Department Bangalore.
17. Also it is the responsibility of the contractor to forward the copies of the Monthly Allotted Delivery Order (Sale Note), Cash Receipts, Road Release Order, coal price revision orders time to time, any other circular to customer, and such documents intime to DAMUL Dharwad. The monthly supply bills in original have to be obtained from Collieries immediately on completion of the allotted quantity and submitted to DAMUL along with their bill.
18. The Contractor should assist the DAMUL., to reconcile the accounts with Collieries yearly and ensure that the amount due to the DAMUL is refunded.
19. 90% of agreed rate for transportation and liaisoning of lorry frieght will be paid to the lorry driver on production of authorisation letter issued by the contractor/by his representative after unloading the coal & 10% balance will be paid after completion of the full allotted quantity of coal of the particular month subjected to submission of the bill.
As per Income Tax Act cash payment for coal transportation is limited to **Rs.35000/-** (Rupees Thirty five thousand only) only. If freight memo exceeds **Rs.35000/-**, the excess amount will be credited to contractor account.
20. It is the responsibility of the contractor for liaisoning and lifting the 'C' round good quality coal conforming to **4940** to **5600** K.cal/Kg. If received inferior quality of coal from contractor, The Managing Director DAMUL., Dharwad reserve the right to test the coal in any laborites, any time and any load. If supplied coal is found inferior quality in lab report the losses will be recovered from the contractor on pro-rata.

SIGNATURE OF THE TENDERER WITH SEAL

21. The cash Deposit and Bank Guarantee submitted towards Security Deposit by the contractor shall be returned after the completion of the Contract satisfactorily. The amount of Security Deposit does not carry any interest.
22. The contractor shall not assign or sub-let the work under this contract or any part thereof to any other agency.
23. The tenderer is required to submit a bio-data giving the details of their Organisational set-up, experience as liaising agents, name and address of the Government / Private Organisations for whom similar services have been rendered for the past three years with M/s SCCL., Hyderabad
24. Any statutory deductions such as TDS, Service tax, etc., will be deducted from the contractor bills as per rules.
25. The Managing Director, DAMUL., reserves the right to accept or reject any of the tenders without assigning any reasons whatsoever.
26. In case the performance / work found not satisfactory, Managing Director, DAMUL reserve the right to terminate the contract at any time during the contract period.
27. The Court in Dharwad shall alone have jurisdiction over any dispute arising out of or in respect of the contract.

Managing Director

The above contract terms & conditions are agreeable by me/us.

SIGNATURE OF THE TENDERER WITH SEAL

CERTIFICATE

1. I/We are not coal supplier/Dealer/traders.
2. Any loss/Non lifting/Non Delivery, the entire cost of coal may be deducted at the rate prevailing in the market per MT as per clause no.7, 8, 9, and 11 of your tender. Also agree to furnish the Bank Guarantee for Rs.6/- lakhs & Cash Deposit Rs.2/- lakh towards security deposit of coal transportation.
3. Transportation will be arranged by us for lifting the 'C' round coal from available mines like VK-7, PK-1, KCHP-MNG, GDK-5, RK-7, SRP3 & 3A, GK-OC or any other mines of M/s Singareni Collieries Company Ltd., Hyderabad to DAMUL Dharwad.
4. I/We furnish the certificate/relevant documents (orders) of having executed the similar work earlier and firm names. .
5. I/We agree for all your terms & conditions issued in this contract.
6. I/We have uploaded required EMD and relevant documents.

Signature of the Tenderer
With Seal

Full Address

Dharwad, Haveri, Gadag and Uttarkannada District Co-Op Milk Producers' Societies Union Ltd.,

Lakkammanahalli, Industrial Area, P B Road, Dharwad-580 004 (Karnataka)
Phone No:2467603,2468380 E-mail – dharnarin@gmail.com Fax-0836-2468268

No: DMU/BOILER/COAL-TRANS/2016/3924

Date:-18.01.2016

Tender for Liaisoning & Transportation of Steam Coal
(Through e-procurement only)

The Dharwad, Haveri, Gadag and Uttarkannada District Co-Op Milk Producers' Societies Union Ltd, Dharwad (DAMUL) invites tender from reputed liaisoning and transport contractors, who are having minimum 3 years experience with **The Singareni Collieries Company Ltd., (SCCL)** Hyderabad on Biennial Rate Contract (BRC) basis. Also the tenderer should be doing liaisoning and transportation of coal with SCCL Hyderabad mines. The interested contractor may apply tender for liaisoning & transportation of steam coal from the 'C' round coal available mines like VK-7, PK-1, KCHP-MNG, GDK-5, RK-7, SRP3 & 3A, GK-OC & any other mines of **The Singareni Collieries Company Ltd.,** Hyderabad to DAMUL Dharwad. Approximate **525MT/Month** or approximately **6300 MT's per annum**. The transportation has to be arranged by road.

1	Last Date & Time for receipt of tenders	18.02.2016, 16.00 PM
2	Date & Time for Opening of Technical Bid	20.02.2016, 10.00 AM onwards
3	Date & Time for Opening of Financial Bid	24.02.2016, 11.00 AM onwards

The tender processing charges (non-refundable) & EMD of Rs.50,000-00 may be paid to e-portal in any one of the forms as specified in the tender document. For further details, can be log on to <https://eproc.karnataka.gov.in> or call e-procurement helpdesk on 080-25501216 / 080-25501227. The DAMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.

Managing Director

TENDERER BIO-DATA FOR COAL LIAISONING & TRANSPORTATION

- 1 Full name and of the Tenderer
 - a.Address:
 - b.Telephone No.
 - c.Fax No.
 - d. E-mail.
- 2 REGISTRATION:
Sole proprietor \ partnership\Company etc.
- 3 Directors Name:
 - a. Names of proprietors\partners\
 - b. Directors etc.
 - c. Name and Designation of the principal Officer, his office & Residence Tel No.\Mobile No.if any
- 4 Year of establishment & relevant certificate please upload to e-portal.
- 5 Number of Branches with their address
- 6 Number of Branches with their address
Telephone No's etc.,(if necessary attach list)
- 7 Name of the Banker with address
- 8 No of years experience in Liaison and Transportation of coal with M/s SCCL Hyderabad, please upload the relevant documents of your previous services.
- 9 Number of vehicles owned

Signature of the Tenderer.

DECLARATION

The above information is true in all aspects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

SIGNATURE OF THE TENDERER.

NB:Wherever it is not possible to write the particulars in the space provided, kindly attach separate paper under the seal of your company duly signed.

AGREEMENT

This agreement is made at Dharwad on the day of 2016 between **M/s.Dharwad, Haveri, Gadag & Uttarkannada District Co-operative Milk Producers' Societies Union Ltd., (DAMUL)** Dharwad, Lakkamanahalli Industrial Area, P.B.Road, Dharwad – 580 004, registered under State Co-operative Societies Act 1959 represented by the Managing Director (Hereinafter referred to as the Union) of the Part-One

&

M/s / Sri..... (hereinafter referred to as the Liasioning & Transportation Contractor) having their office at,
.....
.....
.....

The expression UNION & CONTRACTOR unless repugnant to the subject or context means and includes its successors-in-office, successors-in-title, successors-in-interest, legal representative and legal heirs.

This Agreement shall be in force for a period of 2 years commencing from . - - 2016 and extendable if necessary. The quantity covered by this agreement will be as per the requirement of the First Party to be notified to the Second Party from time to time.

TERMS & CONDITIONS:

- 1) The rate per MT for Liasioning and Transportation of steam coal Rs..... from VK-7, Rs..... from PK-1, Rs..... from KCHP-MNG, Rs..... from GDK-5, Rs..... from RK-7, Rs..... from SRP3 & 3A, Rs..... from GK-OC and Rs..... from any other mines of **M/s Singareni Collieries Co Ltd., Hyderabad** are accepted inclusive of all expenses except unloading w.e.f. - -2016. The Statutory Deductions ie. TDS etc will be deducted in the bill as per rule.
- 2) The Bank Guarantee for Rs. 6 lakhs (Rupees. Six Lakhs only) and 2 lakhs by cash should be kept as a Security Deposit for the due performance of work for a period of 27 months w.e.f. - -2016. The Bank Guarantee and Security deposit will be released after the expiry of the contract and this will not carry any interest.

Contd...2

- 3) The area of operations of Liasioning and Transportation of coal from the coal fields situated at VK-7, PK-1, KCHP-MNG, GDK-5, RK_7, SRP3 & 3A, GK-OC and any other mines of M/s SCCL Hyderabad.
- 4) The Contractor takingup the Liasioning and Transportation of coal, shall be responsible for pursuing, followup of allotment of coal by M/s.SCCL, & procurement of good quality coal and movement of the Trucks/Transportation of coal till destination as would be indicated by us.
- 5) The payment of the cost of coal will be sent from DAMUL to the Liasioning contractor and they are responsible for depositing the advance payment to M/s SCCL Hyderabad and obtain the permit on good mines and road Release Order/programme at Colliery and arrange despatch accordingly. Otherwise information should be given in writing for the delay with reasons.
- 6) Effective supervision has to be made while loading for quality and quantity at the Colliery level and arrange to send the Bills.
- 7) The unloading of the trucks will be done by the DAMUL at its cost.
- 8) In case of increase / decrease in fuel prices by the state / central Government of India, the transport rates paid to the Contractor will also be revised on pro-rata basis, considering 4KM/Ltr of the diesel during contract period.
- 9) Transshipment of the Steam Coal will not be allowed in between place of dispatch (pit Head) and the place of destination, DAMUL reserves the right to reject the load of transshipment is done.
- 10) The contractor shall be held responsible for any malpractice's ie. Shortage of coal, inferior quality, more stone, slates and dust etc., and maximum dust percentage allowed is 10%. If it is more, which will be recovered from the contractor.
- 11) If the coal dispatched from Colliery in the trucks, lost or mis-delivered, the entire cost of the coal will be recovered from the contractor.

Contd....3

- 12) The contractor shall make good to the DAMUL on any loss, which it may suffer owing to the Contractor's failure to carry out the work entrusted to him under this contract.
- 13) If the Contractor fails to carry out the work assigned to him under the contract or does not carry out the entire work or part thereof, within the stipulated time or commits any breach of the terms & conditions of the contract, the DAMUL may at its discretion.
 - a) Cancel the contract or any portion thereof; and / or
 - b) Forfeit the Security Deposit in whole or to the extent necessary to cover the loss suffered by Dharwad Milk Union.
- 14) It is the responsibility of the Contractor to obtain and forward the copies of the allotment letter, cash receipts, road release order and such documents in time to Dharwad Milk Union. The monthly supply bills in original have to be obtained from collieries immediately on completion of the allotted quantity and submitted to DAMUL along with their bill.
- 15) The terms & conditions mentioned in tender and in our work order bearing No.DMU/Boiler/Coal-Trans/2016/ Dtd: - -2016 are applicable.
- 16) The Court in Dharwad shall alone have jurisdiction over any dispute arising out of or in respect of the contract.

MANAGING DIRECTOR.

OF THE

WITNESSES:

1.

2.

SEAL & SIGNATURE

TENDERER

1.

2.