

TENDER DOCUMENT

FOR

OPEN TENDER FOR SELECTION AND APPOINTMENT OF SERVICE PROVIDERS FOR ELECTRONIC TENDERING AND REVERSE AUCTION FOR DIFFERENT WORKS OF HIRING OF HEMM(FOR OB EXCAVATION AND COAL EXTRACTION SERVICES), SAND TRANSPORTATION WITH ALLIED WORKS, COAL TRANSPORTATION WITH ALLIED WORKS, COAL LOADING AND DIFFERENT OTHER WORKS BEING PROCESSED THROUGH CONTRACT MANAGEMENT CELL, BCCL(HQ) FOR BCCL AND ITS COAL PRODUCING AREAS

NIT No:-BCCL/GM(CMC)/F-NIT/e-tender/2010/403

Date 26-03-2010



Bharat Coking Coal Limited

(A Subsidiary of Coal India Ltd)

Contract Management Cell

Level – V, Koyla Bhawan, Koyla Nagar

Dhanbad-826005.

Index

SECTIONS	Description	Page no
PART - I		
	Tender Notice	1-6
I	Invitation to Bid	7-11
II	Instruction to Bidders	12-18
III	Commercial Terms and Conditions of Contract.	19-23
IV	Technical Specifications	24-31
V	Forms of Bid Qualification information, Affidavit etc Commercial	32-44
PART - II		
VI	Price Bid	1-3

Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Koyla Bhawan, Koyla Nagar, Dhanbad

TENDER DOCUMENT

PART – I

Contain 44 marked pages

Name of Work : Selection and appointment of Service Providers for Electronic Tendering and Reverse auction for different works of Hiring of HEMM(for OB excavation and coal extraction services), Sand Transportation with allied works, Coal Transportation with allied works, Coal Loading and different other works being processed through Contract Management Cell, BCCL(HQ) for BCCL and its Coal Producing Areas.

NIT No:-BCCL/GM(CMC)/F-NIT/e-tender/2010/403

Date 26-03-2010

Date and Time of Submission of Tender : As per NIT

Date and Time of Opening of Tender (Part – I) : As per NIT

Name & address of Tenderer :
.....

To whom issued
.....
.....
.....

Date of Issue :
.....

Cost of Tender Document : As per NIT

Ref. of Cost of Tender Document :.....
.....
.....

Signature of the Official
Issuing the Tender Document

BCCL



Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Contract Management Cell
Level – V, Koyla Bhawan, Koyla Nagar
Dhanbad-826005.

TENDER NOTICE

NIT No:-BCCL/GM(CMC)/F-NIT/e-tender/2010/403

Date 26-03-2010

1. Invitation of bid

Sealed tenders are invited from reputed and experienced Service Providers for the following work :

Name and description of work:	Cost of Tender Document	EMD	Contract Period
Selection and appointment of Service Providers for Electronic Tendering and Reverse auction as per Scope of work detailed below for BCCL and its Coal Producing Areas	Rs.1000/- (non refundable)	Rs. 100000/-	1 (One) year from date of issuance of work order

2. Introduction

2.1 Bharat Coking Coal Limited (BCCL) require the service for the purpose of Electronic Tendering and Reverse auction for different works of Hiring of HEMM(for OB excavation and coal extraction services), Sand Transportation with allied works, Coal Transportation with allied works, Coal Loading and different other works being processed through Contract Management Cell, BCCL(HQ) for BCCL and its Coal Producing Areas by calling open tenders .

2.2 In the process of streamlining its procurement policies, Bharat Coking Coal Limited (BCCL) is contemplating introduction of electronic tendering and reverse auction in which eligible bidders may participate . The system will be for allowing the prospective bidders to submit their bids through an electronic Bidding process in place of conventional tendering.

2.3 Bharat Coking Coal Limited (BCCL) invites Bids from **prospective service provider**, for providing electronic tendering and reverse auction through a customized and secured public platform as detailed in the Bid Document for BCCL and its Coal Producing Areas.

3. Scope of work of the proposed service provider

The selected service provider(s) will provide e- tendering and reverse auction services to BCCL for a **period of one year** to enable BCCL/ its Area to introduce e- tendering and reverse auction in respect of procurement of selected work package, against public tenders floated by BCCL/its Areas.

The service provider shall host the e-tendering and the reverse auction platform in his own secured portal located in his own server and related telecommunication and computer hardware and set up , operate and maintain it at its own cost during the currency of the contract.

3.1 Four options of operation

BCCL may choose to select, at its own discretion any of the following four options for carrying out e-procurement :

- (1) E-tendering with e- price bids.
- (2) E-tendering with e- price bids followed by reverse auction.
- (3) E-tendering with reverse auction.
- (4) Bare reverse auction.

3.2 Detailed activities to be carried out in each of the above four options.

The service provider will have to carry out activities that will be required to be logically undertaken to complete the desired tasks in an sound and efficient manner. The activities listed elsewhere in the bidding document are only indicative and not exhaustive.

4. Availability of Bid Documents

Bid Documents including terms and conditions of work, shall be available on payment of cost of tender document from the places during the period as stated below

Date – From **09-04-2010 to 28-04-2010**

Time- 10.00 AM to 1.00 PM(on all working days)

Place:

- i) Office of the General Manager, (Contract Management Cell),BCCL, Level-V, Koyla Bhawan, Dhanbad-826005
- ii)Office of the Chief Sales Manager, BCCL, 6,Lyons Range, Kolkata-700001

Tender Documents can also be down loaded directly from BCCL Web site <http://www.bccl.cmpdi.co.in> and such tenderer, while submitting the tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope. The Bank Draft from any Scheduled Bank should be drawn in favour of M/s.Bharat Coking Coal Limited, payable at its branches at Dhanbad.

4.1 APPLICATION FEE FOR TENDER DOCUMENT

The application fee for tender documents shall be **Rs1000/-** (Rupees One Thousand) only, payable either in cash or by bank draft/demand draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.

5. Earnest Money:

Earnest money/Bid security of **Rs. 100000/-** (Rs One Lakh) only is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest. Earnest money/Bid security is to be deposited in a separate sealed envelop and not with Part-I or Part-II.

6. Eligibility Criteria

The intending bidder must have in its name as a prime contractor experience of having successfully executed works of similar nature.

In case the bidder is not a prime contractor but a sub contractor the bidder experience as sub contractor will be taken into account if : i) The contract in support of qualification is a sub contract in compliance with the provisions of such sub contract in the original contract awarded to prime contractor.

The intending bidder must conform with the Technical Specifications as detailed in the Tender Document.

7. Submission of bids

7.1 Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed separately and all four envelopes should be put in one cover sealed envelop duly sealed indicating full address and Telephone nos. of the tenderer, Four envelopes i.e, (1) Envelop for cost of tender document (in case tender is down loaded from web site), (2) Envelop for Earnest Money Deposit, (3) Envelop for Techno Commercial Bid (Part – I) and (4) Envelop for Price Bid (Part – II). After opening the main cover the Envelop containing cost of tender document and Envelop containing Earnest Money has to be opened first, and if these are found in order as per requirement of NIT, then only the Techno Commercial Bid (Part – I) of the tender is to be opened, otherwise the tender is to be rejected with out opening Part – I.

If in this process only one tenderer emerges as valid tender after opening of Envelop containing cost of tender (in case tender is down loaded from web site) and Envelop containing Earnest Money the Techno Commercial Bid (Part – I) is not to be opened and the same should be treated as single tender and processed as per provisions of CMM for processing single tender.

The Techno Commercial Bid (Part – I), should contain the detailed Technical and Commercial terms of the offer, but should not contain the price. The Price Bid (Part – II), should contain the price offered. Both the parts should be properly marked as per the above scheme and enclosed in two different sealed envelopes. The envelopes should also be marked as per above scheme for their identification. All envelopes must be sealed and super scribed with Tender Notice No., Date, Name of work, contents of the envelope and due date and time of opening. The name, address and Telephone number of the bidder must be indicated on the body of the entire envelopes.

7.2. The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reasons whatsoever. The down loading facility shall be available during the sale of tender paper.

The bidders who down load the tender documents from the website of the company will be required to pay the cost of the tender documents (application fee) by a Bank Draft/Demand Draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad at the time of submission of the tender. With out this the tender will be out rightly rejected.

The bidder will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender documents is found to be done at the time of opening of the tender.

The Bank Draft towards the cost of tender documents (application fee) and the under taking of the tenderer (as stated above) shall be submitted in a separate envelop marked “Cost of Tender Document and the Undertaking” and not with Part-I or EMD and definitely not with Part-II.

In case any discrepancy between the tender documents downloaded from website and the master copy available in the office the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

7.3 Part-I (Technical & Commercial Bids) will be opened on scheduled date and time in presence of the authorized representative of the tenderers who may like to attend the tender opening.

7.4 .Part-II (Price Bid) of only those tenderers whose techno-commercial offers are acceptable will be opened. The date and time of opening of such price bids will be communicated accordingly.

7.5.All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted.

7.6 The complete offer should be typed in the letter head of the tenderers.(Handwritten quotation will be summarily rejected). If firm's letter heads are not sufficient to accommodate technical and pricing details and if bigger papers are used, such sheets along with other pages of the offer should be signed and stamped by company's authorized signatory.

7.7 Tenderers should sign with seal on all pages of their tender including all enclosures submitted with the tenders except printed leaflets / catalogues. **Price bids received without signature and seal on all pages shall be rejected.**

7.8 Tenders have to be deposited in person by the tenderer in the Tender Box kept at the specified places for receipt of Tenders.

7.9 Tenders after due date and time of receipt of tenders shall not be accepted under any circumstances.

7.10 BCCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

7.11 If any information is not submitted as per NIT sequence/serial number-wise, it may be understood that the tenderer has not submitted the same and his offer may be considered as incomplete and hence may not be considered as an acceptable offer.

7.12 .No deviations of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection without making any back reference to the tenderer.

7.13 BCCL reserves the right to shorten/extend the period for contract while concluding the contract. CCL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.

7.14 Part II of the Offer shall be opened only in respect of such Bids as are found valid after scrutiny of Part I.

8. Validity Period of Offer

The bids submitted, Rates offered in Part-II should be valid for 180 days from the date of opening of the techno-commercial bid (Part I).

9. Reciept of Tenders

Tender will be received in sealed cover on **10-05-2010** up to **3.30 P.M** in

- i) Contract Management Cell,BCCL,
Level-V, Koyla Bhawan, Dhanbad-826005
- ii) Office of the Chief Sales Manager,BCCL,
6,Lyons Range,Kolkata-700001

10. Opening of Bids

Bids will be opened at **15-30** hrs on **11-05-2010** at the office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005

11.0 NOTE

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all tenders without assigning any reason whatsoever, and also to distribute the work and allot the work / works to more than one tenderer, at its sole discretion.

12.0 Integrity Pact

Bidders are required to sign the integrity pact as per format given in the tender document part-I.

Following is the Independent External Monitor for the purpose.

Sl. No.	Name	Address
01	Justice Ashok Kumar Chakraborty (Retd.)	BB -69,Sector-I, Salt Lake, Kolkata- 700064

s/d-
General Manager (CMC),
BCCL, DHANBAD

DISTRIBUTION:

Justice Ashok Kumar Chakraborty (Retd.), BB -69, Sector-I, Salt Lake, Kolkata- 700064

PRO – With a request to publish the abridged. NIT as enclosed in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority. NIT in detail as above should be put on Company's Web site. The downloading facility of the Tender Document should be available during the period of sale of tender paper.

CC: D(P)/ DT(OP)/DT(P&P) /D(F) / CVO, BCCL, Koyla Bhawan.

CC: GM(IE)/CGM(E&M)/CGM(Cordn)/CGM(S&M)/CGM(Excav)/
CGM(Finance)/GM(C)/ GM(P&P), BCCL, Koyla Bhawan.

CC : RD, CMPDI, RI-II, Dhanbad

CC: GM(System), BCCL, Koyla Bhawan. with a request to upload this NIT & Tender Document in BCCL Website.

CC: Sr.ES to CMD for kind information of CMD.

CC: CGM (Admn), BCCL, Koyla Bhawan, with a request to display this NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

CC: Inspector, CISF- with a request to deploy security personnel at the office of GM (CMC), Level-V Koyla Bhawan on the date of receipt and opening of tender from 9.30 A.M. to 5.00P.M.

CC: CGM (Production), CIL, Kolkata.

CC: GM/CGM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL.

CC : Chief Sales Manager, BCCL, 6-Lyons Range, Kolkata-700001

s/d-

**General Manager (CMC),
BCCL, DHANBAD**

SECTION I

1. Invitation to bid

Sealed tenders are invited from reputed and experienced Service Providers for the following work :

Name and description of work:	Contract Period
Selection and appointment of Service Providers for Electronic Tendering and Reverse auction as per Scope of work detailed below for BCCL and its Coal Producing Areas	1 (One) year from date of issuance of work order

2. Introduction

2.1 Bharat Coking Coal Limited (BCCL) require the service for the purpose of Electronic Tendering and Reverse auction for different works of Hiring of HEMM(for OB excavation and coal extraction services), Sand Transportation with allied works, Coal Transportation with allied works, Coal Loading and different other works being processed through Contract Management Cell, BCCL(HQ) for BCCL and its Coal Producing Areas by calling open tenders .

2.2 In the process of streamlining its procurement policies, Bharat Coking Coal Limited (BCCL) is contemplating introduction of electronic tendering and reverse auction in which eligible bidders may participate . The system will be for allowing the prospective bidders to submit their bids through an electronic Bidding process in place of conventional tendering.

2.3 Bharat Coking Coal Limited (BCCL) invites Bids from **prospective service provider**, for providing electronic tendering and reverse auction through a customized and secured public platform as detailed in the Bid Document for BCCL and its Coal Producing Areas.

3 . Scope of work of the proposed service provider

The selected service provider(s) will provide e- tendering and reverse auction services to BCCL **for a period of one year** to enable BCCL/ its Area to introduce e- tendering and reverse auction in respect of procurement of selected work package, against public tenders floated by BCCL/its Areas.

The service provider shall host the e-tendering and the reverse auction platform in his own secured portal located in his own server and related telecommunication and computer hardware and set up , operate and maintain it at its own cost during the currency of the contract.

Based on the experience and lessons learnt during the successful operation of the service, BCCL may thereafter reframe its e-procurement policy and choose suitable service providers in future according to its future needs .

3.1 Four options of operation

BCCL may choose to select, at its own discretion any of the following four options for carrying out e-procurement :

- (1) E-tendering with e- price bids.
- (2) E-tendering with e- price bids followed by reverse auction.
- (3) E-tendering with reverse auction.
- (4) Bare reverse auction.

3.2 Detailed activities to be carried out in each of the above four options.

The service provider will have to carry out activities that will be required to be logically undertaken to complete the desired tasks in an sound and efficient manner. The activities listed elsewhere in the bidding document are only indicative and not exhaustive.

3.2.1 E-tendering with e- price bids

1. Floating of tender notice on BCCLs/CIL's web-site and service provider's portal web-site, publishing of tender documents on web site, issuing of corrigendum if any and publishing all tender related notices on web site.
2. Sending intimation to the prospective bidders about any event like opening of price bid etc. by e-mail
3. Collection of Earnest Money Deposit, cost of tender documents or participation fee etc through electronic medium wherever required as per terms of tender document
4. Preparation of templates of Techno- commercial bids and price bids according to the tender documents
5. Enable electronic submission of Techno- commercial bids and price bids by the bidders in an secured and trusted environment
6. Evaluation of Techno commercial bids as per BCCLs/ CIL's policy & CVC guidelines.
7. Electronic time locking and electronic opening of both techno-commercial and price Bids, which can be witnessed by bidders
8. Preparation of Comparative Statements as per CIL's policy,
9. Submission of following:
 - (a) Comparative Statement of Techno commercial Bids
 - (b) Comparative statement of price Bids
 - (c) Statement of EMD and tender fee collected
 - (d) Complete bid history
 - (e) Audit trail report for all bids
10. Communication with bidders for any notification,
11. Establishing PKI enabled secured platform for bidders and CIL personnel
12. Facilitating issue of suitable Digital Certificates to bidders and purchaser's authorized personnel as per CIL's requirement
13. Arrange to provide required security, and access control etc for the bidders as well as to the purchaser as per IT Act 2000.

14. Conduct training and mock bidding for two separate days at a central location for the designated representative of vendors (35-40 heads maximum per tender) so that they become conversant are able to submit their bids through the Internet in all respect.
15. Conduct training for at least two / more senior representative of BCCL/ company HQ so that they can be conversant with the e tendering process.
16. Provide on-line tutorial, training kit and help facility on the portal for educating the bidders to use the e-tendering /e-procurement or reverse auction system in an user-friendly manner

3.2.2 E-tendering with e- price bids followed by reverse auction

1. Floating of tender notice on BCCL's web-site and service provider's portal web-site , publishing of tender documents on web site, issuing of corrigendum if any and publishing all tender related notices on web site.
2. Sending intimation to the prospective bidders about any event like opening of price bid or conducting reverse auction by e-mail
3. Collection of Earnest Money Deposit , cost of tender documents or participation fee etc through electronic medium wherever required as per terms of tender document
4. Preparation of templates of Techno- commercial bids and price bids according to the tender documents
5. Enable electronic submission of Techno- commercial bids and price bids by the bidders in an secured and trusted environment
6. Evaluation of Techno commercial bids as per CIL's policy
7. Electronic Submission, electronic time locking and electronic opening of both techno-commercial and price Bids, which can be witnessed by bidders.
8. Preparation of Comparative Statements as per CIL's policy,
9. Submission of following:
 - (a) Comparative Statement of Techno commercial Bids
 - (b) Comparative statement of price Bids
 - (c) Statement of EMD and tender fee collected
 - (d) Complete bid history
 - (e) Audit trail report for all bids
10. Communication with bidders for any notification,
11. Establishing PKI enabled secured platform for bidders and BCCL personnel
12. Facilitating issue of suitable Digital Certificates to bidders and purchaser's authorized personnel as per BCCL's requirement
13. Arrange to provide required security, and access control etc for the bidders as well as to the purchaser as per IT Act 2000.
14. Conduct **reverse auction** for qualified bidders as per BCCL' policy on a pre-announced date during a specific time period as per BCCL's decision
15. Preparation of Comparative Statement, as per BCCL's policy,
16. Submission of following:
 - (a) Comparative statement of price Bids submitted during auction
 - (b) Complete bid history
 - (c) Audit trail report for all bids
 - (d) IP tracking of all bids

17. Conduct training and mock bidding and reverse auction for two separate days at a central location for the designated representative of vendors (35-40 heads maximum per tender) so that they become conversant and are able to submit their bids through the Internet in all respect.
18. Conduct training for at least two / more senior representative of BCCL/ / HQ so that they can be conversant with the e tendering and reverse auction process.
19. Provide on-line tutorial , training kit and help facility on the portal for educating the bidders to use the e-tendering or e-procurement or reverse auction system in an user-friendly manner

3.2.3 E-tendering with reverse auction

1. Floating of tender notice on web site, publishing of tender documents on web site, issuing of corrigendum if any and publishing all tender related notices on web site.
2. Sending intimation to the prospective bidders about any event like opening of price bid or conducting reverse auction by e-mail
3. Collection of Earnest Money Deposit , cost of tender documents or participation fee etc through electronic medium wherever required as per terms of tender document
4. Preparation of templates of Techno- commercial bids according to the tender documents
5. Enable electronic submission of Techno- commercial bids by the bidders in an secured and trusted environment
6. Evaluation of Techno commercial bids as per BCCL's policy
7. Preparation of Comparative Statements as per BCCL's policy,
8. Submission of following:
 - i. Comparative Statement of Techno commercial Bids
 - ii. Statement of EMD and tender fee collected
 - iii. Complete bid history
 - iv. Audit trail report for all bids
9. Electronic Submission, electronic time locking and electronic opening of both techno-commercial and price Bids, which can be witnessed by bidders.
10. Preparation of comparative statements of price
11. Communication with bidders for any notification,
12. Establishing PKI enabled secured platform for bidders and BCCL personnel
13. Facilitating issue of suitable Digital Certificates to bidders as per BCCL's requirement
14. Arrange to provide required security, and access control etc for the bidders and purchaser's authorized personnel, as per BCCL's requirement, as per IT Act 2000.
15. Conduct **reverse auction** for qualified bidders as per BCCL' policy on a pre-announced date during a specific time period as per BCCL's decision
16. Preparation of Comparative Statement, as per BCCL's policy,
17. Submission of following:
 - a. Comparative statement of price Bids submitted during auction
 - b. Complete bid history
 - c. Audit trail report for all bids
 - d. IP tracking of all bids

18. Conduct training and mock reverse auction for two separate days at a central location for the designated representative of vendors (35-40 heads maximum per tender) so that they become conversant are able to submit their bids through the Internet in all respect.
19. Conduct training for at least two / more senior representative of BCCL/ HQ so that they can be conversant with the e- tendering and reverse auction process.
20. Provide on-line tutorial , training kit and help facility on the portal for educating the bidders to use the e-tendering or e-procurement or reverse auction system in an user-friendly manner

3.2.4 Conducting Bare reverse auction

1. Conducting Reverse Auction for pre-qualified bidders on a pre-announced date during a specific time period as per BCCL's policy and requirement .
2. Preparation of Comparative Statement, as per BCCL's policy,
3. Submission of following:
 - a. Comparative statement of price Bids submitted during auction
 - b. Complete bid history
 - c. Audit trail report for all bids
 - d. IP tracking of all bids
4. Establishing PKI enabled secured platform for bidders and BCCL personnel with Digital Certificates,
5. Arrange to provide required security and access control etc for the bidders as well as to the purchaser as per IT Act 2000.
6. Conduct training and mock reverse auction for two separate days at a central location for the designated representative of vendors (35-40 heads maximum per tender) so that they become conversant are able to submit their bids through the Internet in all respect.
7. Conduct training for at least two senior representative of BCCL/ HQ so that they can be conversant with the reverse auction process.
8. Provide on-line tutorial , training kit and help facility on the portal for educating the bidders to use the e-tendering or e-procurement or reverse auction system in an user-friendly manner.
9. Facilitating issue of suitable Digital Certificates to bidders and purchaser's personnel as per BCCL's requirement

4. Indicative volume of procurement through e-tendering and e-procurement

The indicative category of items and volume of procurement through e-procurement under the four options listed at para 2.1 above are given below:

- (1) In respect of E-tendering with e- price bids and E-tendering with e- price bids followed by reverse auction , the broad and indicative category of items will be :
 - a) Transportation of coal and sand including loading with contractors pay loaders and unloading
 - b) Loading of coal in railway wagons with contractors pay loaders.
 - c) Extraction of coal by deploying contractors Equipments and transportation of extracted coal by tipping trucks and dumping at desired site.
 - d) OB Excavation by deploying contractors Equipments, transportation and dumping at desired site.

SECTION II

Instructions to the bidders

1. Availability of Bid Documents

Bid Documents including terms and conditions of work, shall be available on payment of cost of tender document from the places during the period as stated below

Date – From **09-04-2010 to 28-04-2010**

Time- 10.00 AM to 1.00 PM(on all working days)

Place:

i) Office of the General Manager, (Contract Management Cell), BCCL,
Level-V, Koyla Bhawan, Dhanbad-826005

ii) Office of the Chief Sales Manager, BCCL, 6, Lyons Range, Kolkata-700001

Tender Documents can also be down loaded directly from BCCL Web site <http://www.bccl.cmpdi.co.in> and such tenderer, while submitting the tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope. The Bank Draft from any Scheduled Bank should be drawn in favour of M/s. Bharat Coking Coal Limited, payable at its branches at Dhanbad.

2. Earnest Money:

Earnest money/Bid security of **Rs. 100000/-** (Rs One Lakh) only is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest. Earnest money/Bid security is to be deposited in a separate sealed envelop and not with Part-I or Part-II.

Bids without EMD will be rejected. For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder. If the successful bidder so desires, the EMD may be converted in to Security Deposit (SD) and the successful bidder will need to deposit only the balance amount of the Security Deposit after deducting the value of EMD, in the form of Demand Draft/Bank guarantee as stated below.

3. Cost of Bid Documents

The application fee for tender documents shall be **Rs1000/-** (Rupees One Thousand) only, payable either in cash or by bank draft/demand draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.

4. Submission of bids

4.1 Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed separately and all four envelopes should be put in one cover sealed envelop duly sealed indicating full address and Telephone nos. of the tenderer, Four envelopes i.e, (1) Envelop for cost of tender document (in case tender is down loaded from web site), (2) Envelop for Earnest Money Deposit, (3) Envelop for Techno Commercial Bid (Part – I) and (4) Envelop for Price Bid (Part – II). After opening the main cover the Envelop containing cost of tender document and Envelop containing Earnest Money has to be opened first, and if these are found in order as per requirement of NIT, then only the Techno Commercial Bid (Part – I) of the tender is to be opened, otherwise the tender is to be rejected with out opening Part – I. If in this process only one tenderer emerges as valid tender after opening of Envelop containing cost of tender (in case tender is down loaded from web site) and Envelop containing Earnest Money the Techno Commercial Bid (Part – I) is not to be opened and the same should be treated as single tender and processed as per provisions of CMM for processing single tender.

The Techno Commercial Bid (Part – I), should contain the detailed Technical and Commercial terms of the offer, but should not contain the price. The Price Bid (Part – II), should contain the price offered. Both the parts should be properly marked as per the above scheme and enclosed in two different sealed envelopes. The envelopes should also be marked as per above scheme for their identification. All envelopes must be sealed and super scribed with Tender Notice No., Date, Name of work, contents of the envelope and due date and time of opening. The name, address and Telephone number of the bidder must be indicated on the body of the entire envelopes.

4.2. The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reasons whatsoever. The down loading facility shall be available during the sale of tender paper.

The bidders who down load the tender documents from the website of the company will be required to pay the cost of the tender documents (application fee) by a Bank Draft/Demand Draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad at the time of submission of the tender. With out this the tender will be out rightly rejected.

The bidder will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender documents is found to be done at the time of opening of the tender.

The Bank Draft towards the cost of tender documents (application fee) and the under taking of the tenderer (as stated above) shall be submitted in a separate envelop marked “Cost of Tender Document and the Undertaking” and not with Part-I or EMD and definitely not with Part-II.

4.3 In case any discrepancy between the tender documents downloaded from website and the master copy available in the office the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

4.4 Part-I (Technical & Commercial Bids) will be opened on scheduled date and time in presence of the authorized representative of the tenderers who may like to attend the tender opening.

4.5 .Part-II (Price Bid) of only those tenderers whose techno-commercial offers are acceptable will be opened. The date and time of opening of such price bids will be communicated accordingly.

4.6.All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted.

4.7 The complete offer should be typed in the letter head of the tenderers.(Handwritten quotation will be summarily rejected). If firm's letter heads are not sufficient to accommodate technical and pricing details and if bigger papers are used, such sheets along with other pages of the offer should be signed and stamped by company's authorized signatory.

4.8 Tenderers should sign with seal on all pages of their tender including all enclosures submitted with the tenders except printed leaflets / catalogues. **Price bids received without signature and seal on all pages shall be rejected.**

4.9 Letters / Notices to the bidder may be sent by e-mails and hence the bidder must indicate their corporate e-mail address in the first page of their bid.

4.10.Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the tenderer's signature.

4.11 The offer should be submitted strictly as per the terms & conditions laid down in the tender document failing which the offer will be liable for rejection. In the event of the tenderer remaining silent on any terms and conditions of the NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order/contract on them.

4.12 BCCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

4.13 If any information is not submitted as per NIT sequence/serial number-wise, it may be understood that the tenderer has not submitted the same and his offer may be considered as incomplete and hence may not be considered as an acceptable offer.

4.14 .No deviations of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection without making any back reference to the tenderer.

4.15 BCCL reserves the right to shorten/extend the period for contract while concluding the contract. CCL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.

4.16 Part II of the Offer shall be opened only in respect of such Bids as are found valid after scrutiny of Part I.

4.21 Validity Period of Offer

The bids submitted, Rates offered in Part-II should be valid for 180 days from the date of opening of the techno-commercial bid (Part I).

4.22 Opening of Bids

Bids will be opened at **15-30** hrs on **11-05-2010** at the office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005

6. General Instructions for Submission of Bid

A Bidder should strictly comply with the following instructions :

6.1 Details of information and documents to be submitted in Part I and Part II of the bids .

IN CASE THE BIDDER DOES NOT SUBMIT THE DOCUMENTS AS PER THE FOLLOWING CLAUSES , THE BID MAY BE SUMMARILY REJECTED WITHOUT ANY REFERENCE TO THE BIDDER. BIDDERS MUST ENSURE THAT THE REQUIREMENTS UNDER THIS CLAUSE ARE COMPLIED WITH IN FULL.

6.2 Techno-commercial bid (Part I)

1. The intending bidder must conform with the Technical Specifications as detailed in the Tender Document and furnish the desired informations.
2. Earnest money/Bid security of **Rs. 100000/-** (Rs One Lakh) only is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad.
3. Duly filled in and signed bid form as per Annexure A, Section V.
4. Full details of the firm, giving:
 - (a) Name of firm
 - (b) Full address, phone no , fax no, e-mail address
 - (c) Type of firm, with Self attested copy of Memorandum of Association and Article of Association for registration under Indian Companies Act 1956 along with a copy of Certificate of Incorporation of the business/company.
 - (d) Quality Management system and Self attested copy of ISO 9000 certification , if any
5. Self attested copy of Audited Balance sheet and profit and loss account for last three financial years
6. Self attested copy of testimonials and documentary evidence in support of experience of doing similar work

7. Application service providers (ASPs) must submit authorization letters from the e-procurement software developers, authorizing them to bid against this tender.
8. Qualifications and experience of key management and technical personnel proposed for the contract : A statement showing CV details of professional personnel who will be entrusted with the project giving full name, age, qualification, years of experience, role in the project, present job title etc.
9. Technical offer along with technical specifications, features of solution offered, etc. in terms of this Bid Document.
10. Acceptance of the Detailed Scope of Services along with compliance of all the technical specifications mentioned in Section IV: Technical Specifications.
11. A declaration that they have not been banned or de-listed by any Govt. Or Quasi- Govt. Agencies or PSU's. If a Bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the Bid will be rejected as non-responsive.
12. The technical checklist at Section V, Annexure D duly filled in and signed by the bidder with "yes" or "No" entries
13. An affidavit as per the format provided at Annexure-B (Section V) in the Bid Document signed by the authorized representative of the Bidder in presence of a judicial magistrate or a notary public declaring that all information and document submitted along with the Bid are correct, genuine, authentic and valid. If any information and document submitted is found to be false or incorrect at any time, BCCL has a right to cancel the Bid and action as deemed fit will be taken against the Bidder, including termination of the contract, forfeiture of all dues including earnest money, security money and banning or de-listing the Bidder.
14. Self attested copy of documentary evidences like full address with address-proof, details of telephone, fax and names of support persons to establish that the bidder has adequate support infrastructure at centralized locations like Kolkata, the headquarters of BCCL to be able to run a help-desk with at least 5 telephone lines.
15. A certificate signed by the Bidder stating that they are accepting unconditionally all the commercial terms & conditions at section III.
16. A certificate signed by the Bidder stating that they are accepting unconditionally compliance of all the technical specifications of Technical mentioned at Section IV.

6.4 Price bid (Part II)

1. Price Bid should be only in the format as indicated in this Bid Document as Annexure-C (PART - II). Price Bid submitted in any format other than as specified above will be rejected and not considered for further evaluation. It is to be noted that (a) only one rate is to be quoted in the price Bid format (Annexure-C) as indicated therein (b) Rate quoted in slabs will not be considered and will be rejected, (c) **Ranking of L-1 Bidder will be determined only on the basis of a rate as indicated in Table E, Annexure C (PART - II).**

2. The rate shall be quoted inclusive of all costs but exclusive of service tax, if any. No fees other than the quoted percentage rate, will be payable extra. The service tax, if any, will be payable extra as legally leviable. **The bidder must clearly specify if service tax is payable.** If no mention is there about applicability of service tax, no service tax will be payable extra after award of contract, if any. The service tax, if applicable, will be payable extra as legally leviable.
3. All statutory deductions will be made by the Purchaser from the payment of the service provider except Service Tax, if applicable.
4. Cost of issue of digital certificates to the bidders **will have to be borne** by the service providers. The fees quoted by the bidder should include this cost.

7. Evaluation of Bids and award of contract

7.1 Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid :

- a. has been properly signed;
- b. is accompanied by the required earnest money and cost of tender document and
- c. is substantially responsive to the requirements of the Bidding documents.

7.2 A substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bidding documents without material deviation or reservation.

A material deviation or reservation is one:

- which affects in any substantial way the scope, quality, or performance of the contract ;
- which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

7.3 If a Bid is not substantially responsive, it may be rejected by the Purchaser at its sole discretion.

7.4 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive .

7.5 Award of contract will be made to the lowest evaluated responsive bidder. Ranking of L-1 Bidder will be determined only on the basis of total average rate as specified in Table –E, Annexure C (PART - II). The rate quoted shall be evaluated after adding impact of service tax ,if applicable .The bidder must clearly specify if service tax is payable. The service tax, if applicable, will be payable extra as legally leviable.

7.6 BCCL will award the Contract to the best qualified Bidders whose Bids have been determined to be substantially responsive to the Bidding documents and who have offered the lowest evaluated Bid Price. Purchaser shall be the sole judge in this regard.

7.8 Purchase preference policy for public enterprises

Purchase preference policy of Government of India will be applicable for evaluation of bid and award of contract.

8 Notification of award and signing of agreement

The Bidder, whose Bid has been accepted, will be notified of the award by the Purchaser prior to expiry of the Bid validity period by cable, e-mail, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") will state the sum that the Purchaser will pay the Service Providers in consideration of the execution, completion and maintenance of the Works by the Service Providers, as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

8.1 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit .

8.2 The Agreement will incorporate all agreements between the Purchaser and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

8.3 Upon finalising the successful Bidder, the Purchaser will refund the Bid Security/Earnest Money Deposit of unsuccessful Bidder as promptly as possible.

9.0 **JURSDICTION OF COURTS :** Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Dhanbad Court only.

SECTION III

Commercial terms and conditions of the contract

1. **Firm price** The quoted prices shall remain FIRM till the delivery and acceptance of the product.
2. **Completion Schedule** : The service provider shall set up the website, register the domain name, if required by BCCL and should be ready to start conducting all the specified activities as detailed in scope of services within 3 months from the date of contract .
3. **Delivery schedule** : The services have to be commenced against each separate tenders within 7 days from sending a written request to the service provider.
- 4 (a) . **Liquidated Damages due to delay**: If Service Provider fails to deliver or install any or all of the systems or any of the systems fail to gain acceptance from BCCL or fail to perform the services within the periods specified in the contract, the seller shall without prejudice to its other remedies under the contract, deduct from the service fee payable , as liquidated damages, a sum equivalent to half percent(0.5%) of the contract price per week or part thereof of delay until successful acceptance upto a maximum deduction of 10% of the contract price .
- 4(b) **Penalty for non-availability of service** : In case e Tendering or reverse auction services remaining unavailable for more than 3 continuous hours, during an active procurement process, the service provider shall be liable to pay 1% of the service fee as penalty for every such occasion, subject to a ceiling of 10% of the service fee payable against a particular tender .
5. **Force Majeure**: The Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BCCL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. However, this shall not include power failure, virus attack and/or malicious attack or attempted malicious attack.

6. **Payment of Service charges** : Payment will be made within 21 days of submission of the bill of the respective services on completion of satisfactory performance of the e-tendering or reverse auction system . Service Tax or any other tax as legally leviable will be paid extra along with payment for service charges.

7. Paying Authority

Paying Authority for BCCL HQ will be CGM(F) of BCCL or the respective A F M of the Area., as the case may be ,to whom the invoices will be sent by the service provider.

8. Documents to be submitted with the invoice,

- a) Invoices in triplicate, original duly stamped and pre-receipted.
- b) A detailed statement showing the log of all e-tendering and reverse auction carried duly certified by the CMC Division, BCCL..
- c) Documentary evidence of registration for service tax and a declaration that Service tax will be paid to service tax authorities as per law.

9. Security Deposit(SD)

(a) The successful bidder will have to furnish a Security Deposit (SD) for an amount equivalent to 10% of the value of awarded contract(excluding service tax) , within 30 days of award of contract. in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity for a period of one year or 90 (Ninty) days beyond the period of contract in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Security Deposit drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad.

Bank Guarantee is to be submitted in the format prescribed by BCCL in the Bid Document Annexure-E (Section V). Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India payable at its branch at Dhanbad.

BCCL shall be at liberty to deduct/appropriate from the Security Deposit such sums as are due and payable by the Service Providers to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by Service Providers subsequently.

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

Security deposit Bank Guarantee or amount of money paid towards security deposit in form of bank draft will be discharged and returned to the service provider after satisfactory performance of the contract for 12 months from the date of commencement of service.

Refund of Security deposit : The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded on issuance of no liability certificate.

10. Termination for Default

BCCL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part,

- a) If Service Provider fails to deliver any or all of the Products within the period(s) specified in the Contract, or within any extension thereof granted by the Seller, or
- b) If the Service Provider fails to perform any other obligations(s) under the Contract.
- c) If the Service Provider in the judgment of BCCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11. In the event BCCL terminates the Contract in whole or in part, BCCL may procure, upon such terms and in such manner as it deems appropriate, Products similar to those uninstalled or Services similar to those undelivered and the Service Provider shall be liable to BCCL for any excess costs for such similar Products or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

12. Risk Purchase

In the event of failure of the service provider to perform the services as per the contract for any breach of any clause of the contract, BCCL reserves the right to engage any other service provider to undertake the services detailed in the contract at the risks and cost of the service provider. A notice will be given by BCCL to the service provider before initiating the risk purchase provision. On such engagement of another service provider, the service provider will be liable to pay the difference in value of the service charge paid at a higher rate, if any. For this purpose, BCCL may forfeit any dues payable to the service provider to recover this amount due to risk purchase.

13. Termination for Convenience

BCCL, by 30 day's advance written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the BCCL's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

The Products that are complete and ready for use within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by BCCL at the Contract terms and prices. For the remaining services, BCCL may elect :

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Products and Services and for materials and parts previously procured by the Service Provider.

BCCL shall not unreasonably terminate the contract in part if such termination would result in the Service Provider being unable to complete the remaining contractual obligations. BCCL shall also not terminate the contract in part if the non-performance is due to the inability of the Seller to fulfill its contractual obligations.

14. Statutory Approval

The Service Provider(s) shall obtain all the required statutory and other clearances from the respective Competent authorities. The Service Provider(s) shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .

15. Release of information

The Service Provider(s) shall not communicate or use in advertising, publicity, sales releases or any in medium, photographs or other reproduction or works under the contract or descriptions of the size, dimension, quantity, quality or other information concerning the service unless prior written permission has been obtained from BCCL.

16. Law Governing Agreement

The Agreement shall be governed by the relevant laws of Republic of India.

17. The Service Provider shall not, without BCCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BCCL in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

18. Non-disclosure

The Service Provider shall not disclose or rent or lend to any third party, any information, data, record whether in electronic media or any other media related to providing the service to the seller. This will include all back-end data captured by the web server related to the visitors to the site including time logs, audit trails and footprints caused by the incoming traffic into web server.

19. Non solicitation

The Service Provider shall not solicit or attempt to solicit the services of any employee of the BCCL during the tenure of the contract.

20. Compliance with Indian IT Act-2000 and with its subsequent amendments, if any.

Service Provider(s) shall abide by all rules, regulations and guidelines of Indian IT Act 2000. The Service Provider(s) shall indemnify owner against any claim of Statutory Authority to this effect.

21. Taxes, Permits and Licenses :

The service provider shall be liable and pay all Indian taxes, duties, levies, and costs lawfully assessed against the service provider in pursuance to the contract. BCCL will not pay any extra amount on account of any permits or licenses that is required to be obtained by the service provider in course of execution of the contract. However service tax , if payable , will be paid extra as legally leviable.

22. Legal jurisdiction

Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Dhanbad Court only.

23. Intellectual Property Rights

The service provider will indemnify BCCL from any claim against it by any third party for any infringement into the Intellectual Property Rights of the party in respect of any software used by the service provider in connection with the contract with BCCL.

24. Ownership of e-procurement software :

The service provider must either own the e-procurement software used by him in execution of the contract or be authorized by the owner of the e-procurement software to function as the Application service provider (ASP).

SECTION IV

Technical specifications

1. Detailed technical requirements

Bharat Coking Coal Ltd intends to obtain Services from capable and experienced Service Providers for the works of Electronic Tendering and Reverse auction (as defined in NIB Section II) through customized and secured public electronic platform as per the guidelines given hereafter.

a) The Service Providers shall be required to host a World Wide Web Consortium (W3C) compliant portal/web site, accessible on the internet, in which contents as specified by the Purchaser(s) shall be ported from time to time. **The e-tendering portal shall reside in a suitable server(s) located in India**, which should have a guaranteed up-time of 95 % (ninety five) with fail over system.

b) The Service Providers shall be required to create a platform for conducting on-line Electronic Tendering and Reverse auction on the above mentioned e-tendering portal on such dates and times as notified by the Purchaser(s). The e-tendering platform shall comply with all the requisite features for conducting Electronic Tendering and Reverse auction in a user friendly and secured manner. The Service Providers shall also provide on-line menu driven tutorial and animated multi-media based demonstration tailored for Bidders so as to enable them to learn how to use the e-tendering platform and participate in the Bidding process.

All the contents of the Electronic Tendering and Electronic Tendering with Reverse auction portal should be in English .

The Service Providers shall provide facility for conducting multiple e tendering and reverse auctions simultaneously.

c) The e-tendering portal containing the Electronic Tendering and Electronic Tendering with Reverse auction engine should have audit certification from empanelled agencies of CERT.in or any other approved body from Govt. of India. The security parameters will be as per the provisions of the security aspects of Information Technology (IT) Act, 2000. Security Audit and assurance by the empanelled Security auditors of CERT-IN as per ISO 17799/IS 15150/ BS 7799 Standard should be provided by the service provider.

The empanelled Auditor shall conduct half yearly internal audit of the security policy, physical security, planning of operation & penetration testing of the ISP set up and submit the certificate to BCCL.

- d) The Service Providers shall be responsible for 'On-line registration' of the bidders as per the guidelines and format indicated by BCCL. On successful registration of the bidders, the Auction Portal should have Web based messaging system .
- e) The Service Providers shall obtain license of CA from CCA, Certifying Agency under Govt. of India for issuing digital signature to the registered Bidder(s) or obtain Digital Signature of registered Bidders for the purpose of participation in the Bidding process from any of the licensed CA's approved by Govt. of India. The digital signature so provided will be verified for registered Bidders along with User Name and Password for participation in the Bid.
- f) The Service Provider will be required to encrypt all data transfers with 128 bit SSL encryption certified by Verisign or any other agency duly approved by Govt. of India. **It is important that bids are not encrypted by any method where unauthorized involvement of executives of purchaser and the system administrators (at application level or portal level or database level) can lead to breach of bid data confidentiality .**
- g) Service Providers shall issue and manage unique identification code and # of password to the registered bidder along with digital signature. The unique identification number issued by the service provider will be mapped with bidder's vendor code available in the existing system and forward the same to respective coal companies for post auction transactions.
- h) All the contents to be displayed on the e-tendering portal including terms & conditions and their access methods shall be as per the instruction of the Purchaser(s) from time to time. Service Provider should have facility to make changes in the contents of e- tendering portal on six (6) hours notice from Purchaser(s).
- i) Service Provider(s) shall provide BCCL i) bidders list, final bid sheet , bid history ii) Comparative statement of prices as per BCCL format and any other report in formats specified by the BCCL. ii) answer to specific queries made by the authorized representative of the Purchaser(s) iii) Bidders list, final Bid sheet, Bid history and any other report in formats specified by the Purchaser(s) from time to time.
- j) The Service Providers shall provide proper electronic tamper-proof time stamped audit trail of all Bidders or visitors to the site, backup and archiving of all data captured by the server in a properly indexed and searchable format from time to time as required by the Purchaser(s). The Service Providers shall hand over the complete data to the Purchaser(s) on termination of the contract.
- k) The Service Providers shall conduct training programmes for executives nominated by the Purchaser(s) to familiarize them for running, administering and managing the Electronic Tendering and Electronic Tendering with Reverse auction process. Venue of the training will be decided by the purchaser.

- l) Training of Bidders : The Service Providers shall undertake to provide on line help facility and conduct training for the representatives of the prospective bidders at the venue arranged by the service provider to enable them to participate in the e-tender or reverse auction conveniently.
- m) Domain Name: BCCL will have its own domain name.. Service provider should provide public IPs of their servers to be assigned with the domain name provided by BCCL.
- n) During the entire Electronic Tendering and Electronic Tendering with Reverse auction process, the bidders will remain completely anonymous to all other bidders. BCCL's authorized Executives can witness the reverse auction but for them also the bidders will remain anonymous.**
- o) Service Provider will assign unique user ID and password to all techno-commercially qualified bidders, as decided by BCCL and intimated to Service Provider. No bidder can participate in the auction without having an Service Provider assigned unique user ID and password.
- p) BCCL reserves right to visit the premises of Service Providers where e-auctions are proposed/being conducted
- q) The service provider must have adequate support infrastructure at centralized locations like Kolkata, the headquarters of BCCL or at the headquarters of the subsidiary companies . They must run a help-desk with at least 5 telephone lines which should be manned by adequate number of competent staff all days of the week ,who will be able to answer all queries of the prospective bidders.
- r) The host (portal server) has to be a secured one (verisign or similar other certification) with HTTPs protocol access (SSL) and data encryption (DES) in place.
- s) Data centre hosting the web server has to be fully secured.
- t) The Service Provider to ensure that there is no loss of connectivity to the portal server. The server has to be available 95%, latency should be <50 ms, with allowed packet loss < 0.25%.
- u) Server should be of sufficient capacity to bear load to respond in less than 0.5 sec. with around 10 to 15 bidders participating simultaneously.
- v) The system should give on-line alert to Bidders to ensure data consistency and validation during e-tendering process or the auction period as per BCCL's policy

2. Essential technical Features.

- a. 95 % uptime of server during e-tendering and reverse auction periods
- b. Ability to handle upto 100 concurrent bidders
- c. Tenderers bid monitoring, online status of bids
- d. Disable attempts by bidders to place their bid through automated computer software
- e. Electronic time locking and transparent public opening of both techno-commercial and price bids
- f. Disable attempts by any outsider to hack or deface the web-site
- g. Online alert and message to bidders
- h. Auto extension of reverse auction time as per BCCL defined rules
- i. Ability to handle multiple tenders/ auctions simultaneously
- j. Change the rules of conducting e-tender and reverse auction according to need of BCCL
- k. Conforming to security requirements as detailed below,
- l. Ability to handle secure transaction
- m. The site must have a disaster recovery plan in case of fire, theft, sabotage etc
- n. CERT-In security compliance as per CISO 2003-06
- o. CERT-In security compliance as per CISO 2003-07
- p. Access to site statistics/finished reports and raw log files, audit trail
- q. Good look and feel-online help, site map, FAQ section
- r. At the bidder's end, the requirement shall be minimum e.g.
 - i. A personal computer/laptop (minimum Pentium III processor)
 - ii. Operating system(windows 95)
 - iii. Browser(internet explorer/5.0 & above)
 - iv. Dialup internet connection
- s. Summary and detailed view of e-tender/auction.
- t. bidding instructions to be displayed in portal
- u. tutorial in English for step-by-step method for participating in the auction
- v. bid archives in searchable and indexed form
- w. Data warehouse related to entire activities of each e-tender
- x. Automatic notification to all registered vendors for forthcoming tenders
- y. Displaying number of visitors / Bidders and traffic on-line
- z. Feature or highlight special auctions
- aa. Features for cancellation/deactivation
- bb. The Service Providers shall promote the e-auction portal to various business community like Chamber of Commerce, Trade Associations , Indian Trade Journal etc. through electronic mail .
- cc. Intimation to Bidders through web based messaging system as well as SMS alert .
- dd. The system to be compliant to the existing application software installed at BCCL/CIL so that the data can be provided in required format.

3. Special security requirements

Security will be an essential criterion of the e-tendering and reverse auction platform. The e-tendering and reverse auction system , therefore, must fulfill the following requirements.

3.1 Security – authentication & confidentiality

1. The system should protect the information from access by outside world by deploying appropriate security architecture and firewalls .
2. The System must provide single sign-on to all functional modules of the system.
3. The System must provide a strong method of authentication to prove the identity of Users.
4. Once authenticated, the System must provide a means of preserving confidentiality between the System and its Users.
5. The system must accept only secured tenders i.e. digitally signed and encrypted bids
6. The system should support 128- bits, encryption for transmission of data over the internet between (a) BCCL and the service provider and vice versa and (b) bidders and service provider
7. Please describe in your bid the authenticating mechanisms used by the System.
 - a)User ID password based
 - b)Digital certificate based
 - c)By metric (Finger print based)
8. The system must disable any attempt by any bidder to put their bids using any computer program or any software at their end. The system must be able to detect any attempt to fire a computer program which can generate automated bids and disable them immediately and display suitable message in the screen .

3.2 Security – Storage of tenders

1. The electronically signed and sealed bids received in the site should be stored in a tender specific high security electronic tender box.
2. The electronic tender box should open only at the appointed time and date for opening of tenders.
3. The proposed e-tender system should have bid security features so that even designated authorities, system administrators, software developers, service provider's employees, or any actor / entity are not able to, on their own or in collusion, tamper, delete, open, view, modify, manipulate bids or breach the tendering process in any way.

3.3 Securities – user profiles

1. The system should provide two layers of access control(for delegated functions and single super administrator functions) over the creation/modification of user profiles.
2. For the first login by a user, the system should prompt the user to change his password.
3. When a user logs-in, the system should show him the date & time of last login.
4. The system should not allow multiple login sessions to be maintained simultaneously i.e. it should not allow two users to login using the same username at the same time.
5. The system should automatically log off in case the users' computer remains idle for more than a specified period of time (configurable) after logging on.
6. The System must allow:
 - Users to be registered after due diligence and their details held within the System;
 - Certain User Groups to register on-line and collect all the information required to allow them to participate (e.g. vendors registering for public tenders). However only authenticated users to be permitted to submit e-tenders.
 - The access and activity privileges of each User must be established within a Security Profile which is personal to that User.
 - The System must allow system administrators access to be restricted to configuration/data specific to a zone/office.
 - The System must maintain a log of all activities/modifications carried out by an administrator.

3.4 Security-technical architecture

1. List the components that will be deployed by the service provider to secure the network to achieve the above objective
2. The vendor would be required to deploy firewall and intrusion prevention system at the server level to protect against unauthorised access.
3. The vendor will be required to install the latest anti-virus on all the servers. The anti-virus should be capable of updating itself online.
4. List the components to be procured and installed by the users to comply with the security requirements.

3.5 Security-back up and recovery

1. After the completion of tender opening event ,the system should treat the tender opening event complete only after all the e-tenders with all attachments & enclosures have been received in the BCCL's custody
2. Once the T/O event has been completed, the service provider's site/servers should not continue to contain such complete bid documents except for the contents of summary sheets in respect of such tenders. Provision shall be available for authorized officials to remove the opened bids (documents other than summary sheets) from the tendering site. Wherever the tenders have been invited in more than single bid systems, this shall apply to only the bids which have already been opened. Unopened bids would continue to be contained in time locked tender box upto the time & date fixed for the tender opening.
3. The system must be able to upgrade to new Versions without losing the data or having to enter the data again. Data Back-up .The System must provide facilities to allow Backup of application and data recorded through the system However, the back up to the system shall comply with the requirements above.
4. The system must check for the success or failure of the restoration during the Backup process.
5. Data recovery & restart The System must allow Backup Data to be restored after any System failure up to the point at which the failure occurred .
6. **Disaster Recovery** The vendor should specify the disaster recovery process being proposed as part of the solution.
7. Once the T/O event has been completed the service provider must provide soft copy interface data in excel format in respect of successful bidder's details.

3.6 Security-audit trail

1. Information contained within Data records generated within the System (to the extent that the information is Audit Stamped) must be capable of being documented for audit purposes. i.e. to form an Audit Trail.
2. If the information is updated from the initial entry, all update information through to the current form must be recorded in an Audit Trail.
3. The Audit Trail must be legally admissible in India.
4. Data that has been Audit Stamped must not be physically deleted from the System until it has been received in BCCL's custody
5. It must not be possible to alter Audit Trail information using the System or other utilities.
6. It must be possible to select ranges of appropriate Audit Trails to be printed at any one time.

3.7 Security-clock management

1. The system clock for the service provider's e-portal shall be set to follow the Indian Standard Time
2. Please indicate the methodology adopted to ensure compliance with 3.7.
3. Please indicate the independent verification and audit mechanism adopted to establish compliance with 3.7. above

GM(CMC),BCCL

SECTION V
Forms of Bid, Qualification information, Affidavit etc

Bid form

Annexure-A

To,

Dear Sir, Sub: Bid for Selection & Appointment of Service Provider
for Electronic Tendering and Electronic Tendering with Reverse auction.

We offer to execute the service contract described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs (in figures) (in words) in the form as stipulated in Clause 2 of the Instructions to Bidders is enclosed herewith(to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us . We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest Money required by the Bidding documents.

Yours faithfully,

Authorized Signature : _____
Name and Title of the Signatory : _____
Name of the Bidder : _____
(the Service Provider)
Address : _____
Date : _____
(To be filled in by the Bidder)

S E A L

SECTION V

Annexure B

Affidavit

(On Non-Judicial Stamp Paper of requisite value)

(To be executed before a Notary public or a Magistrate)

I,, Director/ Legal Attorney/Accredited representative of M/S., solemnly declare that:

1. We are submitting Bid for the Work “Selection and appointment of service providers for Electronic Tendering and Electronic Tendering with Reverse auction” against Bid Notice No. dated.....

2. None of the Director /Legal Attorney/Accredited Representative of our firm is relative of employee of Coal India Limited or its Subsidiary Companies.

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All documents / credentials submitted along with this Bid are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect at any time, BCCL may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder

(Deponent)

Dated

VERIFICATION

__ I ,, the above named deponent do hereby verify that the contents of the paragraph 1 to 5 are true to my knowledge , nothing has been concealed and no part of it is false .Signed at(Place) on2008.

Deponent

Seal of Notary

SECTION V

Annexure-D

Technical parameters

The Bidders shall submit their compliance on the Technical Parameters as specified as to whether the offered system complies with requirements by specifying in terms of 'Yes' or 'No'.

Sl. No	Parameter	Confirmation
	Essential Features	
1.	The e-procurement portal proposed is fully secured and is as per provisions related to the security aspects of Information Technology (IT) Act,2000.	
2.	The Web site/auction portal is duly certified by empanelled auditors of CERT.in as per the provisions relating to the security aspects of Information Technology (IT) Act,2000. Audited and Valid Certificate is enclosed.	
3.	The Service Providers shall obtain/process to obtain license of CA from CCA, Certifying Agency under Govt. of India for issuing digital signature to the registered Bidder(s) or obtain Digital Signature of registered Bidders for the purpose of participation in the Bidding process from any of the licensed CA's approved by Govt. of India. The digital signature so provided will be verified for registered Bidders along with User Name and Password for participation in the Bid.	
4.	The service provider will be required to encrypt all data transfer with 128 bit SSL encryption duly certified by agency duly approved by Government of India.	

Sl. No	Parameter	Confirmation
5.	95 (ninety five)% up-time during the auction period with fail over system provision	
6.	Ability to handle at least 100 (one Hundred) concurrent users with response time of less than 5 secs.	
7.	Advanced search options and category based browsing	
8.	Preventing Auto Bidding by the bidders	
9.	Auto extension of auction time as per CIL policy	
10.	Ability to handle multiple auctions simultaneously	
11.	<p>Conforming to security requirements as detailed below :</p> <ul style="list-style-type: none"> • Ability to handle secure transaction • The site must have a disaster recovery site • The system must have fail over system with capability to shift the auction proceedings to the server without affecting the Bidders 	
12.	Access to site statistics / finished reports and raw log files, audit trail	
13.	Good look & feel - on-line help, on line tutorial, site map, frequently asked questions (FAQ) section	
14.	Demo site (multi media based) for self demonstration by the Bidders	

Sl. No	Parameter	Confirmation
15.	<p>At the user end the requirement shall be kept to minimum; comprising of :</p> <ul style="list-style-type: none"> • A personal computer • Operating system (Windows) • Browser (IE 5.0 & above) • Dial-up internet connection 	
16.	Notices of forthcoming tenders	
17.	Bidding instructions	
18.	Tutorial and glossary of key terms	
19.	To conduct free of cost training for CIL officers to familiarize for operation, administration and E Tendering and Reverse auction processes	
20.	To conduct free of cost training for bidders to enable them to participate in reverse auction at the venue indicated by purchaser	
21.	On-line graphic display of parameters essential for bidders	
22.	Detailed Bidders / Sellers information	
23.	Ability to answer ad-hoc queries, reporting and pre-defined standard reports related to Bidders information by the Purchaser	

Sl. No	Parameter	Confirmation
24.	Bid archives in searchable and indexed form during the tenure of contracts and hand it over to BCCL at the end of contract	
25.	Provision for IP (Internet Protocol) Tracking	
26.	On line message to be displayed on the portal during e-auction	
27.	Back up of every tender to be maintained duly indexed for 10 years	
28.	Hand over of all Electronic tendering data to the Purchaser on termination of contract	
29.	On-line graphical display for auction activities essential for purchaser(s) in user friendly manner	
30.	Arranging Digital certificates for both bidders and purchasers personnel	
31.	Provision of displaying Purchaser's E tendering related information	
32.	Updation of any content provided by the BCCL within 6 hours	
33.	Electronic time locking and transparent public opening of both techno-commercial and price bids	

SECTION V

Annexure – E

Proforma bank guarantee for security deposit

To
Central Coalfields Limited
Darbhanga House, Ranchi

Re : Bank Guarantee in respect of Contract No.
Dated.....between Central Coalfields Limited
And..... (name of the Contractor)

1. M/s.(name and address of the Contractor) (hereinafter called “the Contractor”) entered into a Contract No.....dated.....(hereinafter called the said contract) with Bharat Coking Coal Limited, having its office of Office of the General Manager, (Contract Management Cell),BCCL, Level-V, Koyla Bhawan, Dhanbad-826005 (hereinafter called :the Company”) in connection with providing service for E-Procurement on the terms & conditions contained in the said contract.
2. It has been agreed that the Contractor shall furnish the Bank Guarantee from a Scheduled Bank for a sum of Rs.....in lieu of security deposit Bank draft for due compliance and performance of the terms & conditions of the said contract.
3. The.....(name of the Bank) having its office at.....has at the request of the contractor agreed to give the Guarantee hereinafter contained.
4. We theBank (hereinafter called “the Bank”) do hereby unconditionally agree with the company that if the contractor shall in any way fail to observe or perform the terms & conditions of the said contract or shall commit any breach of its obligations there under the Bank shall on demand and without any objection or demur pay to the said company the said sum of Rs.....or such portion as shall then remain due with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum or calling on the company to compel such payment by the Contractor.
5. Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the ‘Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any legal proceeding is pending between the company and the Contractor regarding the claim.
6. We.....the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be.....day ofBut if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the Contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum, of Rs.....or such lesser amount of the said sum of Rs.....as may be due to the company and as the company may demand.

7. Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs.....the Guarantee shall remain in force till the day.....of.....and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

9. The Bank has under its constitution power to give this Guarantee and Sri.....who has signed it on behalf of the Bank has authority to do so.

Dated, thisday of.....

Signature of the authorized person

For and on behalf of the Bank

Place:

SECTION V

Annexure – F

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED(BCCL) hereinafter referred to as “The Principal”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

- 1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3.If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Koyla Bhawan, Koyla Nagar, Dhanbad

TENDER DOCUMENT

PART – II

Contain 3 marked pages

PRICE BID

(In sealed Cover)

Name of Work : Selection and appointment of Service Providers for Electronic Tendering and Reverse auction for different works of Hiring of HEMM(for OB excavation and coal extraction services), Sand Transportation with allied works, Coal Transportation with allied works, Coal Loading and different other works being processed through Contract Management Cell, BCCL(HQ) for BCCL and its Coal Producing Areas.

NIT No:-BCCL/GM(CMC)/F-NIT/e-tender/2010/403

Date 26-03-2010

1. NAME OF TENDERER :

2. ADDRESS OF TENDERER :

3. OWNERSHIP STATUS OF TENDERER :

4. NAME OF PERSON/OFFICIAL (with designation) :
Authorized to submit the Price Bid

5. AMOUNT OF EARNEST MONEY DEPOSIT : As per NIT

6. DATE OF OPENING OF TENDER : As per NIT

Signature of the Official
Issuing the Tender Document

Price bid format

(to be submitted in a separate sealed envelope)

Table—A

Sl no	Particulars	Bid price in percentage of the Total Contract value . (excluding Taxes and Duties)
1a	Service for E-tendering with e- price bids as per clause 3.2.1, section I	
1b	Rate of Service Tax in %, if applicable	
1c	Total Service charge for conducting electronic tendering with e- price bids as % of purchase price	

Table B

Sl no	Particulars	Bid price in percentage of the Total Contract value (excluding Taxes and Duties)
2a	Service for E-tendering with e- price bids followed by reverse auction as per clause 3.2.2, section I	
2b	Rate of Service Tax in %, if applicable	
2c	Total Service charge E-tendering with e- price bids followed by reverse auction as % of purchase price	

Table C

Sl no	Particulars	Bid price in percentage of the Total Contract value (excluding Taxes and Duties)
3a	Service for E-tendering with reverse auction as per clause 3.2.3, section I	
3b	Rate of Service Tax in %	
3c	Total Service charge for E-tendering with reverse auction as % of purchase price	

Table D

Sl no	Particulars	Bid price in percentage of the Total Contract value (excluding Taxes and Duties)
4a	Service for bare reverse auction as per clause 3.2.4, section I	
4b	Rate of Service Tax in %	
4c	Total Service charge for bare reverse auction as % of purchase price	

Table—E

Sl no	Particulars	Total composite bid price in percentage of the Total Contract value (excluding Taxes and Duties)= Average of 1c, 2c 3c and 4c = (1c+2c+3c+ 4c)/4
3	Composite bid Price = Average of 1c, 2c 3c and 4c = (1c+2c+3c+ 4c)/4	To be mentioned in figures and in words

We confirm that all the Taxes, Levies, duties, fees, License fees and cost of issue of digital certificates to the bidders etc. except Service Tax applicable, shall be borne by us.

Date

Signature of the Bidder

SEAL

Note:

- 1. Only one Bid Rate is to be Quoted. Rate quoted in slabs will not be accepted. The Bid rate is to be given both in figures and words.**