



BHARAT COKING COAL LIMITED
(A Mini Ratna Company)
CONTRACT MANAGEMENT CELL
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SECTION-I
Global e- TENDER NOTICE/ e-NIT

e-NIT No.: BCCL/ CMC/Global/P.B.UG/CM/2019/324

Date:12.08.2019

1.1 Digitally signed and encrypted E-Tenders are invited under Two Part system followed by Reverse Auction Process (RAP) on-line on the e-Tendering portal of Coal India Limited (CIL) <https://coalindiatenders.nic.in> from the reputed and experienced Firms/Organizations for the following work:

Description of work	Minimum Guaranteed Production per Production Year Million Tonne per year (Mty)	Location	Estimated work Value	Bid Security/ EMD (INR)	Contract period
<p>Winning coal from XII seam of P.B project Colliery (U/G), P.B Section 1 & 2 Pit, P.B Area of BCCL by deployment of Continuous Miner package on hiring basis. Major Scope of work includes the following:</p> <p>a) Winning coal includes Development and Depillaring/Extraction of coal from the district.</p> <p>b) Scientific study for obtaining DGMS permission for deployment of Continuous Miner package on hiring basis in the above mine and strata monitoring as required by DGMS.</p> <p>c) To support the roof suitable in accordance with approved SCAMP (Strata control and monitoring plan) under Coal mines Regulation CMR 2017.</p> <p>d) Stowing / Back filling of the void created after depillaring/ extraction in the district as per requirement of DGMS guide line.</p> <p>e) Transport of coal from face to designated place at surface.</p>	<p>1st Production Year- 0.15 Mty</p> <p>2nd Production Year -0.25 Mty</p> <p>3rd Production Year- 0.30 Mty</p> <p>4th Production Year-0.40 Mty</p> <p>5th Production Year -0.40 Mty</p> <p>6th Production Year-0.40 Mty</p> <p>7th Production Year -0.40 Mty</p> <p>8th Production Year- 0.20 Mty</p> <p>9th Production Year -0.20 Mty</p>	<p>P B Project, P B Area, BCCL</p>	<p>INR 748,44,57,700/- (Seven Hundred Forty Eight Crore Forty Four Lakh Fifty Seven Thousand Seven Hundred Rupees Only) (Excluding GST)</p>	<p>INR 50,00,000/- (Fifty lakhs Rupees only)</p>	<p>09 (nine) production years (305 x 9= 2745 working days) starting within 18 months from date of commencement of Contract.</p>

Note:(I).The Bid document will be available on the following websites for downloading at free of cost.

- i) <https://coalindiatenders.nic.in>
- ii) <http://www.bcclweb.in>
- iii) <https://eprocure.gov.in>

(II) The 9 (nine) production years shall be counted from the date of commencement of production from the allocated panel / working district (1st working panel).

1.2 TIME SCHEDULE OF E-TENDER

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Date of NIT	12.08.2019	--
2	Tender e-Publication date	19.08.2019	10:00
3	Document download start date	19.08.2019	10:00
4	Document download end date	19.10.2019	17:00
5	Bid Submission start date	20.08.2019	10:00
6	Bid submission end date	19.10.2019	17:00
7	Start date for seeking Clarification online	19.08.2019	10:00
8	Last date for seeking Clarification online	12.10.2019	17:00
9	End date of providing clarification by BCCL online	17.10.2019	17:00
10	Date of Opening of Tender [Cover-I (technical bid) and Cover-II (price bid)]	23.10.2019	11:00
11	Start date of Reverse Auction	23.10.2019	13:00

Note: If the numbers of bids received online is found to be less than Three (03) on end date of bid submission then the following critical dates of the tender will be automatically extended initially for a period of two days ending at 17:00 hrs and if the number of bids still remains less than three then for another five days ending at 17:00 hrs.

- Last date of submission of Bid
- Last date of submission of EMD
- Date of opening of Tender

- a. If any of the above extended dates falls on a Holiday i.e. a non-working day then the same will be rescheduled to the next working day.
- b. This extension will be also applicable in case of receipt of no bid.
- c. In these extended period any new bidder can submit his/their bid online. However, the existing bidder(s) will be allowed to modify his/their bid as per provision of Clause 1.11 of NIT.
- d. The validity period of tender should be decided based on the final end date of submission of bids.
- e. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.
- f. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

1.3 EARNEST MONEY /BID SECURITY

The Earnest Money/ Bid Security is Rs. 50 lakhs (INR 5 Million). This shall be deposited in the manner as described herein under.

The bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

In online mode the bidder can make payment of EMD in the e-procurement portal, either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to BCCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to upload the document regarding UTR number before submission of bid. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in A/c of BCCL and the information flows from Bank's Server to e-Procurement portal. No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.

NOTE: The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

Clarification: No exemption of EMD for any bidder.

In respect of the above eligibility criteria the bidders are required to furnish the following information online: -

Confirmation in the form of YES/NO regarding submission of Earnest Money.

1.4 SEEKING ONLINE CLARIFICATION BY BIDDER

The bidder may seek clarification online within the specified period. The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of bidders within specified period. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

1.5 Eligible Bidders:

The invitation for bid is open to all bidders including an Individual, Proprietorship firm, Partnership firm, Company or a Joint Venture/Consortium having eligibility to participate as per eligibility criteria stipulated in **clause No. 1.6** of NIT and having Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

The bidders must accept unconditionally the **User Portal Agreement** on-line in order to become an eligible bidder. This will be a part of agreement and no conditional tender bid shall be accepted.

NOTE: Joint Venture/Consortium: Two or three companies/ contractors may participate in the tender as Joint Venture (JV)/Consortium (Format of JV/Consortium Agreement is at Annexure – J). However, the Joint Venture/Consortium has to enroll as a separate bidder in its own name & style in the e-tendering portal of CIL <https://coalindiatenders.nic.in>. Joint Ventures/Consortiums must comply with requirements as per clause no 2.2 of ITB.

1.6 ELIGIBILITY CRITERIA:

1.6.1 WORK EXPERIENCE: The bidders shall be a private, public or government owned legal entity or a combination of them.

(A) The Bidder must be a manufacturer of Continuous Miner and the CM package which is proposed for deployment must have produced at least 0.32 million tonne (MTe) of coal from underground mines in any one production year in the preceding 7 years ending on the last date of previous month in which bid applications are invited.

OR

(B) The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided the such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied CM package manufactured by the manufacturing organization and the CM package which is proposed for deployment must have produced at least 0.32 million tonne of coal from underground mines in any one production year in the preceding 7 years ending on the last date of previous month in which bid applications are invited, and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer upto the period/ tenure of the contract.

OR

(C) The bidder must have produced at least 0.32 million tonne of coal from underground mines in any one production year using Continuous Miner in the preceding 4 (four) years ending on the last date of previous month in which bid applications are invited.

1.6.2 FINANCIAL TURNOVER:

The intending Bidder must have minimum financial turnover of INR 54,05,44,167/- (Fifty Four Crore Five Lakh Forty Four Thousand One Hundred and Sixty Seven Rupees Only) (i.e. 65% of the estimated annual Contract value) or equivalent US \$ in any year during last 7 years ending last day of month previous to the one in which bid applications are invited.

NOTE: Financial Turnover shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

In respect of the above eligibility criteria the bidders are required to furnish the following information online: -

Confirmation in the form of YES/NO regarding possessing of Financial Turnover.

1.6.3 WORKING CAPITAL:

The intending Bidder must provide evidence of possessing adequate working capital of at least INR 16,63,21,282 (Sixteen Crore Sixty Three Lakh Twenty One Thousand Two Hundred and Eighty Two Rupees Only) (i.e. 20% of the estimated annual Contract value) or equivalent US \$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

The bidder should possess the working capital within three months prior to the date of opening of tender.

The bidder should possess Certificate of Working Capital issued by a Practicing Chartered Accountant / appropriate authority for foreign bidder, within three months prior to the date of opening of tender.

If the value of Working Capital has been arrived by the CA taking into account availability of access to credit (Cash Credit &/ Overdraft limit) in favour of the bidder, then the bidder has to upload Certificate of Availability of Credit (CC&/OD limit) (issued within three months prior to the date of opening of tender) in favour of the bidder from the Bidder's Banker, in addition to the certificate from CA / appropriate authority for foreign bidder.

In case, the Bidder is a subsidiary of a company and consolidated financial report is prepared by the holding company showing information / financial turnover of subsidiary separately, the same in respect of the subsidiary only shall also be considered to meet the eligibility criteria. In such case copy of a letter from the holding company to that effect will be required

(For calculating equivalent US \$, the Bill selling rate of SBI on the last date of submission of bid shall be considered.)

In respect of the above eligibility criteria the bidders are required to furnish the following information online: -

Confirmation in the form of YES/NO regarding possessing of Working Capital

1.6.4 PERMANENT ACCOUNT NUMBER (PAN):

The bidder should possess a Permanent Account Number (PAN) issued by Income Tax Department.

In case of JV/Consortium, PAN Card for each Indian partner of JV/Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner of JV/Consortium itself.

1.6.5 Certificate of Registration with Provident Fund Authorities:

The bidder should possess a certificate of registration issued by provident fund authorities. In case of JV/Consortium, all the partner should possess certificate of registration issued by provident fund authorities.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

- i. Certificate of registration with provident fund authorities.
- ii. In case of JV/Consortium, Certificate of registration with provident fund authorities for each individual partner of JV/Consortium.
- iii. In case of foreign bidders, submit an undertaking as per **Annexure -M**

Note:

1. In case the work is awarded to a Joint Venture/Consortium participating in the tender they have to submit certificate of registration issued by provident fund authorities on the name of the Joint Venture/Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.
2. In case of foreign bidders, they have to submit certificate of registration issued by provident fund authorities on the name of the foreign bidder after Award of Work at the time of execution of agreement.

1.6.6 Submission of JV/ Consortium Agreement and Notarized Power of Attorney (PoA) (To Be Submitted by Bidders as a Confirmatory Document):

Sole Bidder or each partner of Joint Venture (JV) / Consortium shall furnish details regarding profile, communication details, organization history, litigation history and responsibilities of each entity and the commitments each entity has made towards the Joint venture (JV) as per the format given at **Annexure-L**.

Lead Member (LM) shall be identified through **JV/ Consortium Agreement** amongst the partners. Bidder shall upload a “**JV/ Consortium Agreement**” with his partner(s). This agreement shall be signed by all the partners, through their respective legally authorized signatories. This authorization by all partners shall be evidenced by uploading a Notarized Power of Attorney (PoA).

Before authorizing the Lead Member, there should be a decision by the respective Board of Directors regarding selection of Lead Member in a duly convened meeting and evidence of the same shall be furnished.

NOTE: The bidders must accept unconditionally the **User Portal Agreement** on-line in order to become an eligible bidder. The format of User Portal Agreement is enclosed at Annexure-F. This will be a part of agreement and no conditional bid shall be accepted.

1.6.7 GOODS AND SERVICE TAX (Not Applicable for Exempted Services)

The bidder should be GST Registered Bidder (but not under Composition Scheme)

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the **form** of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

The following **documents** depending upon the status with respect to GST as declared by Bidder in the BOQ sheet:

a) Status: GST registered Bidder (but not under Composition Scheme):

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

[In case of JV/Consortium a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV/Consortium with respect to GST in compliance with relevant GST rules or GST Registration Certificate of JV/Consortium]

Note:

(1) In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

NOTE:

In case of JV/Consortium, a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants confirming

the status of Indian partners in the JV/Consortium with respect to GST compliance with relevant GST rules or GST Registration Certificate should be submitted.

In case the work is awarded to a Joint Venture/Consortium participating in the tender they have to submit certificate of registration issued by appropriate authority of India towards their registration under GST in the name of the Joint Venture/Consortium after Award of Work at the time of execution of agreement.

- i. If GST is payable for such contract it shall be borne / reimbursed by BCCL based on the documentary evidence submitted by the Bidder. Payment/ reimbursement of GST, as applicable shall be made by BCCL to the Bidder on submitting a Bill/invoice in accordance with the provisions of the relevant Act.
 - ii. BCCL is eligible to avail the benefit of Input Tax Credit against GST to be paid, the implication of GST will not be considered during bid evaluation. However, if due to fault of the bidder, BCCL could not avail Input Tax Credit on any tax invoice, the same shall be recovered from the bidder.
 - iii All new taxes and all amendments after submission of bid to existing taxes which is notified after the last date of submission of tender will be borne by BCCL except when such taxes are on the personnel of the successful bidder or related to income tax on the successful bidder or its employees and similarly returned / deducted to / by BCCL in case of decrease.
- b) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the bidder.

1.6.8 TECHNICAL PARAMETER SHEET

The bidder must agree, fill and submit Technical Parameter Sheet i.e. **TPS** on line as per **Annexure – I**

Note: There must not be any discrepancy between the online submitted information and uploaded scanned copy of the documents.

1.6.9 SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENT) DURING ONLINE BID SUBMISSION

Digitally signed scanned copy of the following documents tabulated below must be uploaded by all bidders during online submission of the bid under Cover-I (Part-I):

Sl No	Eligibility Criteria	Information to be furnished by bidder On-line	Digitally signed Scanned copy of documents, to be uploaded in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Earnest Money Deposit (Ref. Clause No.1.3 of NIT)	Confirmation in the form of Yes/NO for submission of EMD	Bidder will have to upload the document regarding UTR number before submission of bid only for NEFT / RTGS mode of payment of EMD.
2	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<u>Any one of the following document:</u> 1.Affidavit or any other document to prove proprietorship/Individual status of the bidder 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4.In case of Joint Venture / Consortium: a. Details of all partners as at 1/2/3 (as applicable above). b. Joint Venture / Consortium agreement as per Performa. (Annexure-L).
3	Contractor's bid / Letter of Bid	Confirmation in the form of Yes/NO	Contractor's Bid and Acceptance of Bid Conditions on bidder's letter head as per Performa given at Annexure-A of the bid document. In case of Joint Venture the above document is to be signed by all the partners.
4	Declaration for deployment of equipment as per Clause 1.6 of e-NIT	Confirmation in the form of Yes/NO	An affidavit confirming acceptance to deploy equipment as per NIT requirement in the Performa given in the bid document at Annexure-B. In case of Joint Venture/Consortium, undertaking shall be signed by all partners.

5	Undertaking on bidder's letter head in support of the authenticity of submitted information and documents and other commitments	Confirmation in the form of Yes/NO.	An undertaking is to be given as per format given in the bid document. Undertaking is about the genuineness of the information furnished on-line, authenticity of the scanned copy of documents uploaded and about other commitments. Annexure-C In case of Joint Venture/ Consortium, undertaking shall be signed by all partners.
6	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
7	Mandate Form for Electronic Fund Transfer.	Confirmation in the form of Yes/NO.	E- Mandate form duly filled in as per Performa of Annexure-D
8	THE WORK EXPERIENCE: (Ref. Clause No. 1.6.1 of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	a. Satisfactory Work Completion Certificate including production figure and period issued by employer against the Experience of similar work containing all the information as sought on-line. b. Copy of work order. c. Any other relevant document to fulfill criterion as per Clause No. 1.6.1 of NIT . d. BOQ and/or TDS may be sought during clarification or along with deficient documents.
9.	Financial Turnover (Ref. Clause No. 1.6.2 of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents.	Documents related to financial turnover to fulfill criterion as per Clause No. 1.6.2 of NIT .
10	The Availability of Working Capital (Ref. Clause No. 1.6.3 of NIT)	The Availability of Working Capital (Ref. Clause No. 1.6.3 of NIT)	Documents related to financial turnover to fulfill criterion as per Clause No. 1.6.3 of NIT .

11	Valid Permanent Account Number (PAN) (Ref. Clause No. 1.6.4 of NIT)	Confirmation in the form of Yes/NO for PAN card for domestic bidders / verifiable Tax Residency Certificate of respective country for foreign bidders.	PAN card issued by Income Tax department, Govt. of India for domestic bidders and verifiable Tax Residency Certificate of respective country for foreign bidders. (In case of Joint Venture / consortium, PAN card for each Indian partner of Joint Venture/Consortium, and verifiable Tax Residency Certificate of respective country for each foreign partner or Joint Venture/Consortium itself)
12.	Certificate of registration issued by provident fund authorities (Ref. Clause No. 1.6.5 of NIT)	Certificate of registration issued by provident fund authorities in favor of bidder (In case of JV/Consortium, Certificate of registration issued by provident fund authorities for each individual partner of JV/Consortium) Note: In case of foreign bidders, submit an undertaking as per Annexure –M
13.	Goods and Service Tax (Not Applicable for Exempted Services) The bidder should be either GST Registered Bidder	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.	The following documents depending upon the status with respect to GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder (but not under Composition Scheme): Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b. <i>[In case of JV/Consortium a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV/Consortium with respect to GST in compliance with relevant GST rules or GST Registration Certificate of JV/Consortium]</i>

			<p>Note:</p> <p>1. In case the work/service is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture/Consortium after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.</p>
14.	Integrity Pact	Confirmation in the form of Yes/NO towards acceptance of Integrity Pact as per format given in Annexure-H .	Digitally signed scanned copy of Integrity Pact as per format given in Annexure-H
15.	Technical Parameter Sheet (Ref. Clause 1.6.8 of NIT)	Bidder must agree, fill and submit Technical Parameter Sheet online as per Annexure – I	Technical Parameter Sheet will be downloaded by the bidder and he will furnish all the required information on this Excel file.
16.	Qualifications and experience of key site management and technical personnel proposed for the contract	---	Name (optional), designation, nos., qualification, experience (no. of years) of the key site management and technical personnel proposed to be deployed in the contract
17.	Any other document to support the qualification information as submitted by bidder on-line.		

Note:

1. Only one file in **.pdf** format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder On-line against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
2. Technical evaluation by the System:
The confirmatory documents will be downloaded and evaluated. The outcome is to be uploaded on line in Confirmatory Document page.

1.7 SUBMISSION OF BID

1.7.1 All the bids are to be submitted online in the e-procurement portal of CIL <https://coalindiatenders.nic.in>. No bid shall be accepted off-line.

1.7.2 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) of minimum class-II/class-III type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The Joint Venture/Consortium has to enroll as a separate bidder in its own name.

1.7.3 The bidder shall refer the home page of e-tendering portal of CIL <https://coalindiatenders.nic.in> for online registration and online bidding and may further seek assistance from the help desk team (details are available in the portal).

1.7.4 The bidder shall refer Bidder Manual Kit/Help for Contractors/Information about DSC/FAQ and other sections in home page of e-tendering portal of CIL <https://coalindiatenders.nic.in>.

1.7.5 The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

1.7.6 If any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder, penal action as mentioned in Annexure-C (which is to be submitted by all the bidders duly signed) will be applicable.

1.7.7 Bidder will have to submit EMD as per Clause no 1.3 of NIT.

1.7.8 The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. BCCL shall not be responsible for any delay in receipt of EMD.

1.7.9 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

1.7.10 If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

1.7.11 For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT and Technical Parameter Sheet in Cover-I and only "Price-bid" in Cover-II.

- i) **Letter of Bid:** The format of Letter of Bid (as given in the **Annexure-A of Tender Document**) will be downloaded by the bidder and will be printed on Bidder's letter head

and the scanned copy of the same will be uploaded during bid submission in **Cover-I**. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

ii) **Technical Parameter Sheet:** The Technical Parameter Sheet i.e. **TPS** containing the technical specification parameters for the tendered work/service will be in Excel format (password protected). This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Non-compliance of any specification parameter of any item will disqualify the bidder. The bidder whose TPS is incomplete and not submitted as per instruction given above will be rejected. The bidder shall be responsible for the authenticity and correctness of the information being submitted by him in the TPS and for this, bidder has to accept the provisions given in user portal agreement.

iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.

iv) **Price bid:** The Price bid will be in .xls format (password protected). This will be downloaded by the bidder and they will quote the rate for the production of coal and the rate for stowing/ back filling.

1.7.12 If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

1.7.13 It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tendering portal. Under any circumstances, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.8 OPENING OF BID AND EVALUATION OF TENDER

1.8.1 OPENING OF BID

i) Tender [Cover-I (Technical Bid) and Cover-II (Price Bid)] will be decrypted and opened online on the prescheduled date and after the prescheduled time of tender opening. After opening of bid the system will show the lowest rate quoted by bidder (L1).

ii) The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.

iii) Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

1.8.2 REVERSE AUCTION PROCESS (RAP):

1. Reverse Auction will be initiated after opening of price bids.
2. There will be no participation fees for e-Reverse auction.
3. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
4. H1 bid will be eliminated during price bid opening, if more than three techno-commercially accepted bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H1 land cost (i.e. cost to company), the bidder(s) who submitted /frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.
5. System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price or **(approved estimated price + applicable GST including GST Compensation Cess, if any, taking into consideration Input tax credit, if applicable + 10%)** whichever is lower will be the start bid price for tenders for works and services. **If the L-1 price is higher than the Start Bid Price (as above) and the RAP is not triggered within the scheduled time, the cases will be retendered.**
6. The L1 price / start bid price is cost to the company price on which the auction will be initiated. On completion of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest price quoted by him in the reverse auction.

7. Once reverse auction gets over all the bidder(s) who have participated in the reverse auction have to upload the Breakup of cost to company Prices in the confirmatory documents. The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the cost to company rate offered by him in the reverse auction is exactly same. The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e price bid. In case the bidder(s) fail(s) to submit the break-up of cost to company price within a stipulated time or the break up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. The reverse auction will be conducted on the composite cost to company price.

8. The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. **The maximum seal Percentage in one go will be fixed as 2% of Start bid price / last quoted price during reverse auction, whichever is lower.**

In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:

- (a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
 - (b) For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
 - (c) For decrement value from Rs.101/- to Rs. 1,000/-, rounding off may be made to nearest 100.
 - (d) For decrement value from Rs. 1,001/- to Rs. 10,000/-, rounding off may be made to nearest 1000. and so on
9. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes' slot.
10. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.

11. System provides bidder details along with bid documents at the end of reverse auction process.
12. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
14. The bid history shall reflect only the bid price. The bid price shall also not be same for two bidders even if any bidder makes such an attempt.
15. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
16. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
17. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by BCCL will form a binding contract between BCCL and the bidder for entering into a contract.
19. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
20. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
21. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of

prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

1.8.3 EVALUATION OF TENDER:

1. After establishing the status of the bidders (L1, L2, etc.) through e-reverse auction, supportive documents of L1 bidder only, shall be downloaded for evaluation by the Authority.
2. In case there is some deficiency in uploaded documents by L1 Bidder then the same will be specified online indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date allowing seven days' (7x24 hrs) time for online re-submission by L1 bidder. The L1 bidder will get this information on their personalized dash board under **“Upload Confirmatory Document”** link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 7 (seven) days. If L1 Bidder fails to submit the specified document/s in 7 (seven) days, 5 (five) more days (5x24hrs) of time may be given clearly indicating omissions / shortcomings in the uploaded documents and indicating start date and end date for re-submissions of such document/s.
3. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered by the tender committee. If L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
4. 100% of EMD of the defaulting bidder will be forfeited as penalty. This penal provisions will be squarely applicable to all the defaulting bidders whose documents are examined on account of treating them as L-1 successively.

1.9 TENDER STATUS

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

1.10 BIDVALIDITY

The validity of bids will be **120 (One hundred twenty)** days after the last/end date of submission of bid.

1.11 MODIFICATION AND WITHDRAWAL OF BID

1.11.1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he/she may wish.

1.11.2 Bidders may withdraw their bid online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

1.11.3 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provisions of penal action:

- a. The EMD will be forfeited

And

- b. The bidder shall be debarred for one (01) year from participating in tenders in BCCL.

The price bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than L1, the tender process shall go on.
- ii. If the bidder withdrawing his bid is L1, then re-tendering will be done.

In case of above, a letter will be issued to the bidder stating that the EMD of bidder is forfeited, and this bidder is debarred for one (01) year from participating in tenders in BCCL. Penal action against clauses above will be enforced from the date of issue of such order.

1.11.4 The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will not attract any penal action from department side;
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

- a) A partner of bidder (in case of JOINT VENTURE/Consortium & partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b) Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

1.11.5 Acceptance of withdrawal: The Company will decide:

- a) Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture/Consortium or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JOINT VENTURE/Consortium or the partnership firm, then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b) Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c) If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as specified in Clause 1.11.3 (a) & (b) above.

d) If no mala fide intentions in the withdrawal are apprehended then the penal action as specified in Clause 1.11.3 (a) & (b) above shall be taken.

1.12 The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

1.13 This Tender Notice shall be deemed to be part of the Contract Agreement.

1.14 The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and to split up the work between two or more bidders or accept the tender in part and not in its entirety, at its sole discretion.

1.15 Any corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit said portal regularly to keep them updated.

In exceptional situations in case of any disruption of service in e-Procurement portal infrastructure or EMD payment infrastructure, for a considerable period, an extension of end date of Bid submission for a period of 1-3 working days may be done after normal resumption of services. Bid opening date will correspondingly be extended. This extension shall be effected by Application Administrator or by the Portal Service Provider for all the tenders which are affected or likely to be affected due to such disruption of services/infrastructure.

Such corrigendum/date extension etc. in respect of this tender, if issued, will become the part of Tender Document.

1.16 Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such Bidders who resort to canvassing shall be liable for rejection.

1.17 Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Dhanbad Court & Jharkhand High Court only.

1.18 The contractor/contractors shall not pay to his employees engaged in Mining Activities of different categories, less than the minimum wages for contractual workers notified from time to time by Company/CIL as per policy decision. However the revised minimum wage as per HPC recommendation circulated vide office order reference no. CIL/C-5B/JBCCI/JC wages/995 Dated 09.10.2018 is given below:

Categories of employee	Basic Rate of wages per day(in Rs)
Unskilled	Rs.787
Semi-Skilled /Unskilled supervisory	Rs.817
Skilled	Rs. 847
Highly Skilled	Rs.877

Contractor workers who will work in underground mine shall get 10% of the basic as Underground Allowance.

Other terms and conditions mentioned in the recommendations of the High power committee shall remain the same.

Revision in the rate of Variable Dearness Allowance will be made as per the communication made from Coal India Limited from time to time. It will be applicable from the retrospective date and will be binding on the contractor. Revised rate of variable dearness allowance will be communicated by the executing Area authority.

As & when communicated by competent authority, in case of any change in future in the basic rate of payment of the wages to the workers of the contractor, the difference between the already paid and the revised rate of payment of wages during the contract period, will be reimbursed as per the laid down procedure of the company, on production of the documentary proof of payment of difference of wages by the concerned contractor to their workers engaged by him for the particular awarded contract.

The contractor shall also comply with statutory requirements under CL (R&A) Act and also obtain labor license.

The payment of wages to the workers should be made through Bank by the contractor.

1.19 PURCHASE PREFERENCE

Purchase Preference as applicable shall be extended to Indian Central Public Sector Enterprises (CPSEs) as per Purchase Preference policy of Government of India, if applicable at the time of award of work.

1.20 INTEGRITY PACT

The bidders must accept the Integrity Pact as per format at **Annexure-H** of tender document. Digitally signed copy of Integrity Pact shall also be uploaded as mentioned in clause no 1.6.9 of NIT.

Name and address of the Independent External Monitor:

1. **Name:** Shri Pramod Deepak Sudhakar, IAS(Retd.)
Address: A-002, Stellar Park Apartments, C-58/24 Sector-62,
Noida-UP-201301,
E-Mail ID: sudhakarpd2@gmail.com
2. **Name:** Shri Aditya Prakash Mishra, IRSE (Retd.),
Flat no. 24, Aster-1, Vatika City, Sohna Road , Sector 49L , Gurgaon 122003
E-mail ID: apmishra53@gmail.com

The IEM have been appointed by the Central Vigilance Commission (CVC).

1.21 SERVICE PROVIDER

Service Provider for this tender will be NIC.

<p>Help Line at NIC contact: 0120-4200462 E-mail id: support.tender@nic.in</p> <p>Help Desk at BCCL (On working days at working hours) Level – V, Koyla Bhawan, Koyla Nagar, BCCL, Dhanbad-826005 Contact Person: Tanmay Ball Mobile No: 7866002586 E-mail id: bcclcmceprocurement@gmail.com</p>
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The bidder shall refer Bidder Manual Kit/Help for Contractors/ Information about DSC/FAQ and other sections in home page of e-Tender portal of CIL <https://coalindiatenders.nic.in>

Sd.
General Manager
Contract Management Cell, BCCL

Distribution:

1. Shri Pramod Deepak Sudhakar, IAS(Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-UP-201301, E-Mail ID: sudhakarpd2@gmail.com
2. Prof. Shri Aditya Prakash Mishra, IRSE (Retd.), Address: Flat no. 24, Aster-1, Vatika City, Sohna Road , Sector 49L ,Gurgaon 122003, E-mail ID: apmishra53@gmail.com
3. D(T)OP/D(T) P&P/D(F)/D(P), BCCL
4. CVO, BCCL
5. GM(Co-ordn)/GM(F)I/C/ GM(P&P) /GM(MM)/GM(E&M)I/C/GM(System) BCCL/TS to D(T) P&P/ RD, RI-II, CMPDI
6. TS to CMD for Kind information of CMD.
7. GM(Admin.) with a request to display this Notice in Koyla Bhawan Notice Boards.
8. All GMs in the Areas including Washery Zones for wide circulation through display in the notice Boards.
9. Office of the Desk Incharge, BCCL, MM division, 4th Floor,6, Lyons range Kolkata-700001
10. GM(Contract Management Cell) CIL/ECL/WCL/CCL/SECL/NCL/MCL.
11. **PRO**– For wide publication as per prevailing norms and guidelines of company
12. Sri R.K. Choubey. Sr. DEO/Sri B.N. Banerjee, jr. DEO, CMC Deptt.-to upload this notice in BCCL Website.
13. NIC Help desk, Level-V, Koyla Bhawan-Service Provider for e-tender for CMC.
14. Embassies /Consulates, as per list enclosed.

Sd.
General Manager
Contract Management Cell

LIST OF EMBASSIES / CONSULATES

Sl. No.	Address	Sl. No.	Address
01	Trade Counsellor Office of the Canadian High Commission 7/8, Shantipath Chanakyapuri New Delhi 110021 Email: delhi@international.gc.ca	02	Trade Counsellor Embassy of the Republic of Indonesia 50A, Kautilya Marg Chanakyapuri New Delhi 110021 Email: newdelhi.kbri@kemlu.go.id
03	Trade Counsellor Embassy of the United States of America embassy of the U.S.A. Chanakyapuri New Delhi-110021 Email: protocolnewdelhi@state.gov	04	Trade Counsellor Embassy of the Republic of Poland 50M, Shantipath, Chanakyapuri New Delhi-110021 Email: newdelhi.polemb.info@msz.gov.pl
05	Trade Counsellor Embassy of the federal Republic of Germany, 6/50G, shantipath, chanakyapuri Email: info@new-delhi.diplo.de	06	Trade Counsellor High Commission of the Republic of South Africa, B 18 , Vasant Marg, VasantVihar, New Delhi 110057 Email: highcommissioner@sahc-india.com
07	Trade Counsellor Embassy of Ukraine , E 1/8, VasantVihar, New Delhi-110057 Email: embassy@bol.net.in	08	Trade Counsellor Embassy of the Russian Federation, 50-F, Shantipath, Chanakyapuri, New delhi 110021 Email: emb@rusembassy.in
09	Trade Counsellor High Commission for Australia 1/50-G, Shantipath, Chanakyapuri, New Delhi-110021 email: ahc.newdelhi@dfat.gov.au	10	Trade Counsellor High commission for Great Britain Shantipath, Chanakyapuri, New Delhi-110021 Email: postmaster.nedel@fco.gov.uk
11	Trade Counsellor Embassy of the Peoples Republic of China, 50D, shantipath, Chanakyapuri, New Delhi-110021 Email: chinaemb-in@mfa.gov.cn	12	Trade Counsellor Embassy of France 2/50E, Shantipath, Chanakyapuri, New Delhi-110021 Email: scg.new-delhi-amba@diplomatie.gouv.fr