

BCCL

Bharat Coking Coal Limited
 (A Subsidiary of Coal India Ltd)
 Contract Management Cell
 Koyla Bhawan:Koyla Nagar
Dhanbad.

Ref. No. : BCCL/GM(CMC)/F-GL/Gobal Bid-PB/2009/ 1820

Date: 07.12.09

COMPANY BCCL	PROJECT/AREA POOTKEE BALIHARI PROJECT/ POOTKEE BALIHARI AREA	TENDER NOTICE NO.: GLOBAL-3 BCCL/GM(CMC)/F-GI/Global Bid - PB/2009/949 dt.15.07.09
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ADDENDUM NOTICE

In reference to tender notice no Global /3, NIT Refrence no BCCL/GM(CMC)/F-GL/GLOBAL BID-PB/2009/949 dt 15/07/2009, for the work of Development of Pootkee Balihari Project and extraction of coal from Pootkee Balihari Project, Pootkee Balihari Area by mass production technology package for a minimum guaranteed production of 1.0 Mty of coking coal on turnkey basis. Work includes additional exploration (if desired so by the contractor); preparation of mining plan, detailed Project Report & EMP, obtaining approvals from concerned authorities.and subsequent pre bid meeting held on 21-9-2009 along with prospective bidders, the following clauses of the tender documents are modified/ altered/deleted which are as under. All other terms and conditions as mentioned in the original tender document will remain unchanged. These revised clauses may be treated as part of the tender documents in relevant pages of the tender documents.

Clause - 1.1,(Page no 3 Part I)

EARNEST MONEY

Rs. 25,00,000 (twenty five lakh) or equivalent USD as Earnest Money / Bid Security is to be deposited in the form of irrevocable Bank guarantee (from Scheduled Bank) with validity 28 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 **M/S 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 within 30 days of submission of Performance security by the successful bidder and shall bear no interest.

Clause -2.3.5(i) ,(Page no 11 Part I)

In the MOU/Agreement of JV/Consortium, it may be specifically mentioned that who will be the the lead partner of JV/Consortium.

Consortium: Two or more companies / parties, as responded in the tender for this work, may jointly undertake contract. Each member will be jointly and severally responsible for completing the task as per the contract.

The consortium shall comply with the following requirements:

- i) Authorization in favour of leader of the Consortium shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorised signatories of each Consortium member. The extraction of coal is to be made by any mass production technology.

Clause - 2.2.3, (Page no 10 Part I)

Bidder opting for a mine in which a particular method of mining/work is proposed, should have the experience in under ground mines of same capacity or more or having experience in working their own under ground mines of same capacity or more.

Clause-2.2.1,(Page no 9 Part I)

The bidder must have prepared at least 2 (Two) DPRs of one million tonnes / annum capacity under ground coal mines and implemented (or under implementation) at least one such project in the last 07 (seven) years as per the scope of work mentioned above.

Clause no. 2.4.2 & 2.4.3

Stands deleted from original tender document Part-I, Page-13

Clause no 4.1.12, page no 64 to 67 & page no 89

V. Payment for P&M

- VI.** P&M items, which are quoted for, will be paid as per the provisions given below.
- VII. For imported items,**
- VIII.** Payment will be facilitated by letter of credit On production of proof of dispatch along the bills, 75% of FOB price (format 7.4.6- A) for deliverable P&M will be released. In case of any mishap or eventualities causing loss in transit for which insurance claim will be made by BCCL & BCCL will get 100% of the cost of the equipment. As the successful bidder will be paid 75% of FOB price of the deliverable P&M as per the clause, then in case of 100% insurance claim made & received by BCCL due to loss of consignment in transit, the balance 25% will be paid to the tenderer while the next replacement consignment will be put to transit.

Clause - 4.1.2.8, (Page 57 Part I)

The contract shall be considered as having come into force from the date of signing the contract / agreement.

Clause - 4.1.16 ,(Page 70 to 72 Part I)

FORCE MAJEURE

4.1.16.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics.
- b) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, Projectade, embargo, revolution, riot insurrection, civil commotion, priorities, quarantines, act of terrorism or sabotage, in each case occurring inside or indirectly involving India.
- c) Strikes, lockouts or other difficulties, which are politically motivated (rather than motivated primarily by a desire to improve compensation or working conditions of those involved) or are caused in whole or part by another event of Political Force Majeure or are part of a nationwide or regional strike, or other generalized labour action occurring within India; (excluding such events which are Site specific and attributable to the Contractor); Provided either party shall within fifteen (15) days other in writing of such causes.
- d) Geological Disturbances such as fault having up throw /down throw more than 2 meters, abnormal fold,&dyke more than 2meters shall also be considered as force majeure.

Clause - 4.1.1(xxxii), (Page no 53 Part I)

“Production Year” shall mean 4500 production hours spread over one calendar year having normally 300 working days starting from the first day of the succeeding month immediately following commissioning of bidder’s underground equipment and the date of commencement of ‘Commercial production period’. In case of stoppages for which Employer is responsible, working on Sundays and public holidays will be allowed to compensate such stoppages. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. “One day of additional work shall be allowed for every 15 hours of stoppages accumulated. The actual hours worked on any Sunday or a public holiday will reduce the accumulated hours of stoppages on ‘hour by hour’ basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall last for 300 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Year therefore shall commence on the expiry of the previous Production Year and shall last for 300 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.

Clause - 4.1.41 & 4.14.2,(Page no 99 Part I)

Taxes on Works

The bidders are to quote the rate without taxes and duties. However, during evaluation/ drawing of LRMC. Taxes and duties as applicable on the date of submission of tender will be loaded. But taxes and duties legally payable under this contract will be reimbursed at actual against documentary evidence of payment of such tax/duties to the appropriate authority.

Clause - 1.13, (Page no 45 Part I)

Personnel capabilities:

The applicant must have suitably qualified personnel to fill the following key positions for the project. The applicant will supply information on a prime candidate and an alternate for each positions both of whom, wherever possible meet the experience requirements as specified in format below:

Position	Name	Total post qualification experience (years)	In similar Works (years)	As Manager or Section leader of Similar Works (years)
Project Manager/ Colliery Manager Alternative name				
Site engineers of respective discipline. Alternative names				
Finance personnel Alternative name				
Quality assurance Engineer Alternative name				
Site supervisors of respective discipline Alternative names				

However the Contractor may change these personnel with personnel of equivalent qualification and experience during the contract period with advanced intimation to the Owner.

Details of expertise available may be furnished but the details of personnel as per the table may be furnished at the time of signing of the contract. However, the change if any requires approval of concerned authority as and when required.

Clause - 7.1.8, Page no 5 PART II

Extraction of coal seams

The Contractor shall be responsible for extraction of target coal seams in accordance with the approved DPR during the commercial production period of minimum NINE production years to ensure the annual guaranteed production of coal. Panelling of coal deposits in each target seam in a scientific manner and carrying out mining operations for achieving target rate of production are the sole responsibility of the Contractor. Development of panels and shifting of equipment accordingly for new panels shall be the responsibility of the Contractors. All allied works within the mine such as communication, pumping, ventilation, maintenance of the mass production technology package etc. shall be responsibility of the Contractor during contract period. The Contractor shall be responsible for transportation of coal produced from the face up to the designated transfer point at surface.

The Bidders are free to quote the quantity of annual guaranteed production of coal according to their capacity but not less than 'Minimum guaranteed production' as given below (subject to the maximum production per annum as per approved EMP).

Minimum guaranteed production during the Commercial production period must be as 55%, 75% in 1st, 2nd APP & 110% in 3rd APP and subsequent following years to cover the envisaged production within the stipulated contract period i.e. minimum 9 million tone in 9 years.

Clause – 1.3 (Page no 4)

AVAILABILITY OF TENDER DOCUMENTS & ADDENDUM CLAUSE

Tender documents including Addendum clause & terms and conditions of work, shall be available on payment, from the following places, during the period as stated below:
from 08.12.2009 to 08.01.2010.

Place:

Office of the General Manager(CMC), **Bharat Coking Coal Limited**, Level –V, Koyla Bhawan, Dhanbad-826005, Jharkhand, India

Office of Chief Sales Manager, 6, Lyons Range, Kolkata-700001, India

Tender document & addendum clause is also available on our website <http://www.bccl.cmpdi.co.in>. The tenderers who download the tender documents will have to enclose a Bank Draft towards cost of tender document along with their tenders in a separate envelope with part –I superscribing "COST OF TENDER DOCUMENT". The bank draft should be payable in favour of M/S BHARAT COKING COAL LIMITED drawn on any scheduled bank payable at its branch at DHANBAD.

Clause - 1.6, (Page no 6 Part I)

RECEIPT OF TENDERS

Tenders are to be received in sealed covers up to **3.30 PM on 11.02.2010** at the following offices:

- (i) Office of the General Manager(CMC), **Bharat Coking Coal Limited**, Level –V, Koyla Bhawan, Dhanbad-826005, Jharkhand, India

- (ii) Office of Chief Sales Manager, **Bharat Coking Coal Limited** 6, Lyons Range, Kolkata-700001, India

Clause - 1.7, (Page no 6 Part I)

OPENING OF THE TENDERS

Tenders will be opened at **4 PM on 15.02.2010** at the office of the Director (Technical), OP, BCCL, Level-IV, Koyla Bhawan, Dhanbad-826005

Part II of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part I.

General Manager
(Contract Management Cell)

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

CC:-PRO – With a request to publish the abridged addendum to NIT as enclosed in local as well as National dailies in the same Newspapers where the original NIT was published as per norms of the Company and also arrange to send the paper cutting to the Contract Management Cell.

CC: D(P)/ D(T)OP/ D(T)P&P /D(F)/ CVO.

CC:CGM(Cordn)/CGM(F)/GM(P&P)/CGM(M&M)/GM(WJ /R.D., RI-II, CMPDI

CC: GM(System) - **with a request to display this addendum to NIT along with the original tender document in BCCL Website. The downloading facilities should be available during the period of sale of Tender document as mentioned in the addendum only.**

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

CC:HOD (Admn) with a request to display this addendum to NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Division 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 11.02.2010 from 9.30A.M to 4.00P.M and on 15.02.2010 from 3.30 PM till completion of the meeting.**

CC: Chief Sales Manager, Sales & Marketing Deptt.,BCCL, 6,Lyons Range, Kolkata.

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

CC: Embassies/Consulates: As per list below:-

Sl. No.	Address	Sl. No.	Address
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01	Trade Counsellor Office of the Consulate of Canada in India, New Delhi	02	Trade Counsellor Office of the Embassy of Indonesia in India, New Delhi
03	Trade Counsellor Office of the Embassy of USA in India, New Delhi	04	Trade Counsellor Office of the Embassy of Poland in India, New Delhi
05	Trade Counsellor Office of the Embassy of Germany in India, New Delhi	06	Trade Counsellor Office of the Embassy of South Africa in India, New Delhi
07	Trade Counsellor Office of the Embassy of Ukraine in India, New Delhi	08	Trade Counsellor Office of the Embassy of Russia in India, New Delhi
09	Trade Counsellor Office of the Consulate of Australia in India, New Delhi	10	Trade Counsellor Office of the Consulate of U.K. in India, New Delhi
11	Trade Counsellor Office of the Embassy of China in India, New Delhi	12	Trade Counsellor Office of the Embassy of France in India, New Delhi

General Manager
(Contract Management Cell)