

Ref:BCCL/CMC/Pre-NIT/PMEU/date Corr./2024/157

Date: 29.07.2024

Corrigendum

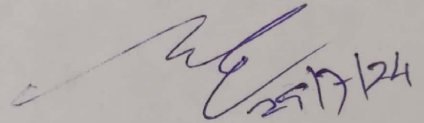
Name of Work: "To establish a Monitoring & Evaluation (M&E) system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of Projects & Contracts in Bharat Coking Coal Limited(BCCL) in three(03) months and maintain & operate the system for thirty three(33) months from the date of acceptance of the established system."

Ref: (i) Ref. No. BCCL/CMCPre-NITPMEU/2024/ 92-/NSdt. 18.07.2024

Due to unavoidable circumstance,the critical date/time of the subject matter stands revised as under:

Sl.No.	Particulars	Date	Time
		(DD/MM/YYYY)	(HH:MM)
1	Date of Pre-NIT	31.07.2024	03:30 PM

All other details will remain the same.



General Manager

Contract Management Cell

Copy to:

1. D(T)OP/D(T)P&P/D(F)/D(P)/CVO.
2. TS to CMD - for kind information of CMD.
3. GM(Co-ordn)/ GM(P&P)/ GM(System)/ GM(F)I/C/ GM(IE)
4. All GMs of the Areas including Washery Zones for wide circulation through display on the Notice Boards.
5. GM (Contract Management Cell), CIL/WCL/SECL/NCL/MCL/ECL/CCL.
6. PRO- For necessary actions, please.
7. Sri R.K. Choubey, Sr.DEO/ Sri Bholanath Banerjee, Jr.DEO CMC Dept. - to display this Notice in BCCL Website
8. NIC Help Desk, Level-V, KoylaBhawan – Service Provider for e-tendering for CMC

Ref: BCCL/CMC/Pre-NIT/PMEU/date Corr./2024/ 154

Date: 22.07.2024

Date Corrigendum

Name of Work: "To establish a Monitoring & Evaluation (M&E) system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of Projects & Contracts in Bharat Coking Coal Limited (BCCL) in three(03) months and maintain & operate the system for thirty three(33) months from the date of acceptance of the established system."

Ref: (1) BCCL/CMCPre-NITPMEU/2024/ 92-/NS dt. 18.07.2024

Due to unavoidable circumstance, the critical dates of the subject matter stands revised as under:

Sl. No.	Particulars	Date	Time
		(DD/MM/YYYY)	(HH:MM)
1	Date of Pre-NIT	31.07.2024	11:00 AM

All other details will remain the same.



General Manager

Contract Management Cell

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भारत कोकिंग कोल लिमिटेड

(एक मिनी रत्न कंपनी)

(कोल इण्डिया लिमिटेड की सहायक कंपनी)

कॉ०प०सं० U10101JH1972GOI000918

संविदा प्रबंधन प्रकोष्ठ

पंजीकृत कार्यालय: कोयला भवन, कोयलानगर, धनबाद -

८२६००५, झारखण्ड

टेलीफोन/फैक्स - ०३२६-२२३०२०६, वेबसाइट: www.bccl.gov.in

ई०मेल- gmmc.bccl@coalindia.in



BHARAT COKING COAL LTD.

(A Mini Ratna Company)

(A Subsidiary of Coal India Ltd.)

CIN U10101JH1972GOI000918

Contract Management Cell

Registered Office:

Koyla Bhawan, Koyla Nagar, Dhanbad - 826005,

Jharkhand

Telephone/Fax - 0326-2230206

Website : www.bccl.gov.in

E. mail - gmmc.bccl@coalindia.in

Notice for Pre-NIT/Prospective Bidder's Meet

Ref. No. BCCL/CMC/Pre-NIT/PMEU/2024/ 92/NS

Date: 18.07.2024

BCCL intends to float NIT for the work of "To establish a Monitoring & Evaluation (M&E) system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of Projects & Contracts in Bharat Coking Coal Limited(BCCL) in three(03) months and maintain & operate the system for thirty three(33) months from the date of acceptance of the established system." Accordingly a Pre-NIT/ Prospective Bidder's Meet is invited for the same. All reputed and experienced Prospective Bidders are requested to attend the said Pre-NIT/Prospective Bidder's Meet.

Details are furnished as below:

1.0 Name of work and location:

Description of work	Location
To establish a Monitoring & Evaluation (M&E) system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of Projects & Contracts in Bharat Coking Coal Limited(BCCL) in three(03) months and maintain & operate the system for thirty three(33) months from the date of acceptance of the established system.	Projects are located in different Areas of Bharat Coking Coal Limited. Lists of Projects are in Annexure-I.

2.0 MEETING SCHEDULE:

Pre-NIT/Prospective Bidder's Meeting will be held on **24.07.2024 at 11.00 am** at Level-3, Conference Hall, Koyla Nagar, BCCL, Dhanbad, Jharkhand. All prospective bidders are requested to go through the draft NIT and attend the said Meeting for discussion. Prospective Bidders may raise any query and also provide suitable suggestions related to the above mentioned work. Prospective Bidders may also send their queries and suggestions through e-mail ids of contact persons as mentioned under clause 3.1 of this notice.

Those who cannot attend physically may also attend through virtual mode

Link:

<https://bcclghanbad.webex.com/bcclghanbad/j.php?MTID=m212f36b441f02ba28ed0c25eba053ecf>

3.0 SITE VISIT

3.1 The Prospective Bidder at their own responsibility, cost and risk may visit and examine the mine/project site and its surrounding to get acquainted with all details for proper interaction/discussion fruitfully before attending the Prospective Bidder's Meet in respect of the site and nature of work.

Details of Contact person for this purpose are as follows:

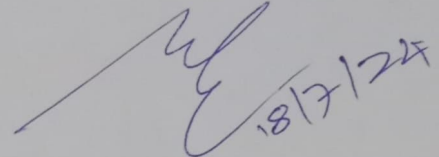
Contact Person	Mobile No.	E-mail id
General Manager, P&P	+91 9470595102	gmpc.bccl@coalindia.in
General Manager,CMC	+91 6287699772	gmmc.bccl@coalindia.in

3.2 The Prospective Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail regarding design, supply, transportation, erection, operation of the equipment and requirement of manpower.

4.0 The draft NIT/ Tender Document, attached with this notice, will be available on the following websites for downloading at free of cost.

1. <https://coalindiatenders.nic.in>
2. <http://www.bcclweb.in>

5.0 This Prospective Bidder's Meet is open for all Prospective Bidders.



General Manager (CMC)
Bharat Coking Coal Limited

Distribution:

1. D(T)OP / D(T)P&P / D(F) / D(P) / CVO.
2. TS to CMD - for kind information of CMD.
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DRAFT

BID DOCUMENT

FOR

SELECTION OF A CONSULTANT

FOR

ESTABLISHING A SYSTEM

OF

MONITORING & EVALUATION

OF

IMPLEMENTATION OF PROJECTS

&

CONTRACTS

IN

BHARAT COKING COAL LIMITED

SECTION – 1

NOTICE INVITING TENDER (NIT)

NIT No:.....

Dated:.....

1.1 INVITATION TO OFFER/TENDER

Digitally signed and encrypted e-Tenders are invited under Two Part system on the website <http://www.coalindiatenders.nic.in> from the reputed and experienced Consultancy Firm/Organization for the following work:

Description of work	Location	Bid Security (INR in million)	Contract Period
To establish a Monitoring & Evaluation (M&E) system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of Projects & Contracts in Bharat Coking Coal Limited (BCCL) in three (03) months and maintain & operate the system for thirty three (33) months from the date of acceptance of the established system. Detailed scope of work are in Section-5.	Projects are located in different Areas of Bharat Coking Coal Limited List of Projects are in Annexure-I	1.0	Three (03) years

Note: The bid documents will be available on the website(s) <http://www.coalindiatenders.nic.in> , <http://www.bcclweb.in> and <http://eprocure.gov.in>
There is no Application Fee.

1.2 TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	--	--
2	Document download start date	--	--
3	Document download end date	--	--
4	Bid submission start date	--	--
5	Bid submission end date	--	--
6	Start date for seeking clarification online	--	--
7	Last date for seeking clarification online	--	--
8	Part-I Bid opening date	--	--
9	Part-II Bid opening date	Will be intimated later	

1.3 DEPOSIT OF BID SECURITY

1.3.1 A Bidder shall furnish, as part of its Bid, a bid security equal to Rs. 10,00,000 (Indian Rupees one million only) (the "Bid Security"):The Bid Security can be deposited online on the e-procurement portal <http://www.coalindiatenders.nic.in> through the following modes:

(a) Online fund transfer from Designated Banks, or

(b) NEFT/ RTGS from any scheduled bank, as included under the Second Schedule to the Reserve Bank of India Act, 1934.

Bid Security through NEFT/ RTGS has to be paid strictly as per the challan generated by the respective Bidders on the e-procurement portal <http://www.coalindiatenders.nic.in>

The Bid Security payment through NEFT/ RTGS mode should be made well before the Bid Due Date to ensure that the Bid Security amount is received in the account of BCCL before the bid submission.

1.3.2 Bid can only be submitted when the Bid Security is received in the account of the BCCL unless exempted as detailed below.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from payment of EMD.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission i.e. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

1.3.3 In case of payment of Bid Security, if the payment is made by the bidder within the last date & time of bid submission but not received in the BCCL bank account within the specified period due to any reason then the bid will not be accepted. However, the Bid Security will be refunded back to the bidder through electronic transfer.

1.3.4 DELETED

1.3.5 DELETED

1.3.6 DELETED

The bidders should submit MANDATE FORM for e-Payment as per the format given in Clause 4.4 of the bid document.

1.4 USER PORTAL AGREEMENT

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of Bid document, undertakings and the e-Tendering system through e-tender website address <http://www.coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

1.5 ELIGIBILITY CRITERIA

1.5.1 General requirements:

(i) Bidder must be a Company or LLP (limited liability partnership) as per relevant Act in

India. No Consortium is allowed.

- (ii) The bidder must have established office for at least one year on the date of publishing of the tender.
- (iii) The ultimate beneficial owner(s) of the Consultant do not belong to any country which shares land border with India. For the purposes of this sub clause determination of 'beneficial ownership' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time)
- (iv) The bidder in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
- (v) The bidder in its name shall have GST registration certificate.
- (vi) All offsite experts and onsite team members are to be full-time employees on the bidder's roll and shall be below 60 years of age.
- (vii) The Bidder should not be currently (i.e. on bid submission end date) blacklisted by the Central Government, any State Government/ UT, a Statutory Authority, or a Public- Sector Undertaking, from participating in any consulting assignment or should not have been terminated from any consulting assignment in last 3 (three) years.
- (viii) The bidder under investigation of any central/state agencies in last 3 (three) years should disclose the nature of such investigation.
- (ix) A Bidder shall be liable for disqualification and forfeiture of the Bid Security, if any current employee or employee retired from CIL or its Subsidiary (within the last five years) is engaged from the date of floating of the tender.

In respect of the above eligibility criteria the bidders are required to submit scanned copy of documents as explained at Clause 1.6

Past Work Experience:

(a) Minimum Work Experience

Bidder must have experience of working on at least one Project of Project Monitoring and Evaluation or having experience of Owner's engineer, in Mining Sector in India for a duration of 1 year or more in last 5 years ending on the last day of previous month in which bid invited on project monitoring and evaluation of any type of mines. Both completed and ongoing Project are acceptable.

In respect of the above eligibility criteria the bidders are required to submit scanned copy of documents as explained at Clause 1.6

NOTE:

- a) Experience in successful implementation of Project Monitoring and Evaluation system of subsidiary entity of the bidder shall be considered for eligibility, provided the holding by the bidder of its subsidiary is more than 50%.
- b) Experience in successful implementation of Project Monitoring and Evaluation system of parent entity of the bidder shall also be considered for eligibility, provided the holding by the parent entity is more than 50%. The parent entity shall have to provide authorization/comfort letter to the bidder assuring deployment of their resources, if required.

- c) Experience in successful implementation of Project Monitoring and Evaluation system of an associate entity of the bidder shall also be considered provided the holding by the parent entity of the bidder and the associate, each, is more than 50%. The parent and the associate entity shall have to provide authorization/comfort letter to the bidder assuring deployment of their resources, if required.

CLARIFICATIONS

- a. Both work orders and experience/completion certificates issued by the client are to be submitted. The experience certificate should contain completion date and reference to the work order.
- b. The self-certification of the documents will not be accepted. Any correspondence of the Bidder with the Client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
- c. If work order is not very explicit, separate certification from the client may be accepted.
- d. Recently obtained experience/completion certificate of the work done in the past shall also be accepted.
- e. If scope of work is not clearly defined in the work order regarding Multi-tier etc, BCCL would try to get clarification from the clients.
- f. Experience/completion certificate by e-mail should be signed/certified by the client.

1.5.2 Financial Turnover

Bidder must have minimum turnover of INR 3 Crores in any of the Financial Year out of last 3 consecutive financial year's i.e. FY 2021-22, FY 2022-23, FY 2023-24. In case audited financials are not available, Bidder can provide certificate from Statutory Auditor for the turnover.

In respect of the above eligibility criteria the bidders are also required to submit scanned copy of documents as explained at Clause 1.6

NOTE:

- a) Financial turnover of the parent entity of the bidder shall also be considered for eligibility, provided holding by the parent entity of the bidder is more than 50%.
- b) Financial turnover of the subsidiary of the bidder shall also be considered for eligibility, provided holding by the bidder of its subsidiary is more than 50%.
- c) Financial turnover of the associates shall not be considered.
- d) Financial turnover, in case of INR only, shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the financial qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year.
- i) The bidder must submit documentary evidence in support of above in the form of certificate from statutory auditor/ chartered accountant or its equivalent based on latest audited balance sheet clearly indicating name and membership number of the

Statutory Auditor/Chartered Accountant or equivalent¹, as applicable, issuing financial turnover certificate.

1.5.3 Team Composition

The PMEU shall be comprising of onsite team members to be stationed at BCCL office and supported/supervised by Offsite experts on need basis.

For current MDO projects, Washery projects, Hired HEMM and long term transportation contracts and other ongoing Projects, following is the PMEU team.

Onsite Team for project:

Sl. No.	Position	Experience	No. of Members
1	Onsite Team Leader- (Head PMEU)	Degree in Mining Engineering with at least 7 years of Experience in mining sector in operations or project management	01
2	Team Member – Project Management	MBA or CA with at least 3 years' experience in project management in mining	01
3	Team Member – Project Management	Degree in Mining / Mineral Engineering with at least 3 years' experience in project management in washery.	01
4	Team Member – Contract Management	MBA or CA or LLB/Law Graduate or Mining Engineer with at least 3 years' experience in Contract management or having worked on MDO Contracts in mining sector	02
5	Team Member- Land Expert	LLB/Law Graduate or Graduate with at least 5 years' relevant experience in dealing with land matters preferably in Jharkhand.	01

For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees as on 60 (sixty) days prior to the date of invitation of Bid to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.

6	Team Member – Presentation	MBA or equivalent qualification with 1 year of experience and having good report writing and power point presentation skills	01
7	Team Member-IT Expert	Any engineering degree with experience of at least 3 years in architecting and developing dashboard system	01
Total			08

The above team shall be for existing MDO projects, Washery project, Hired HEMM and long term transportation contracts and other ongoing Projects.

Offsite Experts

PMEU shall also have following full time experts on offsite on call basis

Sl. No.	Position	Experience	No. of Members
1	Project Leader and Mining Expert	Degree in Mining Engineering with First Class Certificate of Competency and at least 20 years of experience in mining having at least 10 years' experience of mine planning and design	01
2	Finance and Commercial Expert	MBA or CA or CFA or CMA or equivalent qualification with at least 12 years of experience or having been part of at least 5 MDO projects	01
3	Mining Project Management Expert	Degree in Mining Engineering with at least 12 years of experience in project development/management in mining sector.	01
Total			03

Note: In case the content and style of the presentation are not as per the requirements of BCCL, BCCL reserves the right to ask for the change of team member for presentation. Accordingly, the consultant shall change the team member for presentation.

In respect of the above eligibility criteria the bidders are required to submit scanned copy of documents as explained at Clause 1.6

CLARIFICATIONS:

1. All offsite experts and onsite team members are to be full-time employees on the bidder's roll and shall be below 60 years of age.

1.5.4 Power of Attorney (PoA)

The Bidder shall submit "Power of Attorney (PoA)" as per the format at 4.6 of Section-4. The PoA shall be given by the following persons:

- i) Copy of Board resolution countersigned by company secretary, authorizing the official to issue the PoA in favor of the person concerned to submit the Bid; or
- ii) Copy of the resolution of Governing body / Management council of the registered entity countersigned by the nominated owner or the authorized signatory of the entity, authorizing the official to issue the PoA in favor of the person concerned to submit the Bid.

1.6 SUBMISSION OF DOCUMENTS

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents be submitted by the bidder on-line while submitting bid under Cover-I (Part-I).

Sl. No.	Submission of Documents related to Eligibility Criteria.	Scanned copy of documents (self-certified)* to be uploaded by bidder in support of information/ declaration furnished online by the bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the bidder	Memorandum & Articles of Association along with certificate of incorporation containing name of bidder. Partnership deed/ agreement containing name of partners and certificate of incorporation (applicable only where the Bidder is a limited liability partnership);
2	Bid application and Acceptance of Bid Conditions	Copy of Bid application and Acceptance of Bid Conditions on bidder's letter head as per format at 4.1 of Section-4.
3	Bid Security	Bidders will have to upload the document regarding UTR number before submission of bid. In case of EMD exemption for Micro and Small Enterprises (MSEs), relevant document as detailed at clause no. 1.3.2

4	General Information	<p>a. Filled up formats as per para 4.3.1 of Section-4.</p> <p>b. Documents (i.e. certificate of incorporation) confirming establishment of office in India for at least one year on the date of publishing of tender.</p>
5	Minimum Work Experience (as per clause no. 1.5.2 (a))	<p>For each work experience (during last 5 years ending on the last day of the month previous to the month in which bids are invited.)</p> <p>i. Copy of work order for completed/ongoing work/projects</p> <p>ii. their respective completion/ongoing experience certificates issued by clients</p> <p>iii. Filled up format as per para 4.3.2 of Section-4</p> <p>For each work experience the above documents must contain all the information as sought including nature of work, and completion date of the work.</p>
6	Other Work Experience (as per clause no. 2.19.6)	<p>a. Copy of work order for completed/ongoing work/projects and their respective completion/ongoing experience certificates issued by clients for each work experience during last 5 years ending on the last day of the month previous to the month in which bids are invited.</p> <p>b. Copy of work order for development/management of contracts in mining/logistics/infrastructure and their respective completion/ongoing experience certificates issued by clients in last 5 years ending on the last day of the month previous to the month in which bids are invited</p> <p>or</p> <p>Copy of work order/approval of preparation and approval of mining plan</p> <p>c. Copy of work order and completion certificate for developing Dashboard for Project Monitoring in last 5 years ending on the last day of the month previous to the month in which bids are invited</p> <p>Or</p> <p>MPPA (Mining Plan Preparing Agencies) Certificate issued by NABET (National Accreditation Board For Education and Training) –QCI (Quality Council of India)</p> <p>d. Filled up format as per para 4.3.2 of Section-4</p>
7.	Financial Turnover	<p>a. Turnover certificate, issued by Statutory Auditor or Chartered Accountant or equivalent, containing the information as furnished by bidder on-line.</p> <p>b. Copies of audited balance sheet and Profit & Loss account of any one financial year out of last 3 consecutive financial years.</p>

8.	Team Composition	<p>a. Particulars of team composition including qualification and experience with respect to each of the skill set of team composition separately with documentary evidence</p> <p>b. Self-attested CVs of all the Team Composition for which the above document has been submitted.</p>
9.	Power of Attorney	Copy of the documents as per Clause 1.5.5 of Section -1 and as per the format 4.6 of Section-4
10.	Valid Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax department, Govt. of India
11.	GST registration certificate	GST registration certificate
12.	Authorization for Digital Signature Certificate	<p>a) If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect.</p> <p>OR</p> <p>b) 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 authorization to submit bid on behalf of the bidder.</p>
13.	Undertaking on Bidder's letter head in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given as per the format 4.2 given in Section-4. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
14.	Mandate Form for Electronic Fund Transfer	a. Copy of the Mandate form duly filled in as per proforma provided at 4.4 of Section-4.
15.	Any other document to support the qualification information as submitted by the bidder online	
<p>Note: 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 online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p> <p>* The documents for overseas work experience, should be vetted/endorsed by the relevant embassy/high commission concerned (country where the bidder has executed the said work or country of origin of the bidder) towards authenticity of the documents submitted.</p>		

1.6.1 DELETED

1.7 SUBMISSION OF BID

All the bids are to be submitted online and on the website <http://www.coalindiatenders.nic.in>. No bid shall be accepted offline.

- a. The bidder should strictly comply with following instructions:
- i. The bidders are requested to submit offers online giving reference to this notice inviting tender number and date containing offers in two parts in the links cover-I (Part-I) and cover-II (Part-II).

- ii. Two parts of the bid should contain the details as follows:

Part-I / Cover - I (TECHNICAL BID)

Consultants bid

Details of Bid Security

Information on Eligibility criteria as detailed in Clause 1.5 hereof & Filled in formats 4.3.1 & 4.3.2 of Section-4.

Necessary scanned documents as elaborated in Clause 1.6 hereof.

Part -II / Cover - II (PRICE BID)

Prices only in the Excel format as indicated in the Bid document.

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal <http://www.coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) 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 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 bidder is one whose name will appear as bidder in the e-Procurement Portal.

c. **consultant's Bid**

The format of Consultant's Bid as per the format 4.1 given in Section-4 will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder 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 "Consultant's Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Consultant's Bid uploaded by bidder as compared to the format of Consultant's Bid uploaded with tender document, then the bid will be rejected.

d. **Information on eligibility criteria**

All necessary information as detailed under at Clauses 1.5 & 1.6 above will be required to be uploaded in the links Cover-I.

e. **Price Bid (Part-II)**

The Price bid in Excel format will be downloaded by the bidder and they will quote the Price in INR on this excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover II. The price bid of bidder will have no condition. The price bid which is incomplete and not submitted as per instructions given above (and also online) will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid. The rates quoted by bidder shall be inclusive of all taxes but excluding GST.

All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/ Consultant under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, total lump sum monthly price quoted by the Bidder.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/ Cover-II.

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-tender portal. Under no circumstances, BCCL shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.8 BID OPENING AND EVALUATION

- i) After receipt of "Bid Security" as stated in Clause 1.3 hereof, the Part-I of the bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). If the number of Bids received, within the stipulated bid submission end date, through the e-portal is less than 3 (three) then the originally stipulated bid submission end date shall be automatically extended by 4 (four) days by the e-portal. If, even after granting extension as aforesaid, less than 3(three) Bids are received, the Bids so far submitted shall be opened without any further extension. No separate corrigendum shall be issued and published for extending bid submission end date. In case no Bid is received, the tender will be cancelled.

In this extended period any new bidder can submit their tender online. However, the existing bidder(s) will be allowed to modify their submission as per provision of Clause 1.10

In the event of the specified date for the opening of the Bids being declared a holiday for the BCCL, the Bids will be opened at the appointed time on the next working day

- ii) The Part-I (Cover-I) of the Bid shall be evaluated based on the documents furnished by the Bidders on-line in accordance with Clause 1.5, 1.6 of NIT (Eligibility Criteria) & Clause no. 2.19. This evaluation will be carried out and validated by Employer.

At the time of opening of Bids, if appropriate Bid Security of a Bidder is not received, the Bid shall be summarily rejected and their Technical Bid and the Price Bid shall not be opened.

- iii) After evaluation of Part-I bid, all the Bidders will get the information regarding eligibility on the website about the acceptance of their part-I Bid 'technically qualified' bidders. Thereafter, e-portal generated intimation will be sent to all 'technically qualified' bidders communicating the date and time of opening of Part-II/Price Bid.
- iv) The Price-bid of the technically qualified bidders will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). If the price bid of the bidder having highest combined score (H1) is unreasonable or it is unacceptable on grounds of

being too high or too low, the Employer reserves the right to seek justification from the Bidder. Suo-moto rebates, if offered, during such justification may be considered. If such a price bid is not considered reasonable, the Employer may not accept such Bid.

- v) The Employer does not bind itself to accept the H-1 Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever without incurring any liability to the Bidder(s) (affected or otherwise) or any obligation to inform the affected Bidder(s) on the ground of the Employer action.
- vi) Prior to the expiration of the period of Bid validity, the Employer will notify the Successful Bidder that its Bid has been accepted by way of issuance of the LOA to the Successful Bidder by uploading a scanned copy of the LOA on the e-tendering portal of Coal India or through e-mail on the e-mail address provided by the bidder.

1.9 BID VALIDITY

The validity of bids shall be not less than 180 (one hundred and eighty) days from the end date of submission of bid.

1.10 MODIFICATION AND WITHDRAWAL OF BID

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 may wish.

Bidders may withdraw their bids online within the end date of bid submission and their Bid Security will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/ modification is allowed after end date and time of bid submission.

1.11 NOTES

- 1.11.1 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.
- 1.11.2 This Notice inviting tender shall be deemed to be part of the Contract Agreement.
- 1.11.3 Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <http://www.coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

1.12 INTEGRITY PACT

The bidders are required to accept the pre-contract Integrity Pact as available in the Bid document (Format 4.9) online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

Name, address and contact number of the Independent External Monitors nominated for this tender:-

Sl No	Name	Address
1	Shri Arvind Kumar Kadyan, IDAS (Retd.)	B-2/1, Paschim Vihar, New Delhi - 110063
2	Shri Amrit Lugun, IFS (Retd.)	A2/122, Safdarjung Enclave, New Delhi - 110029

1.13 SERVICE PROVIDER: SERVICE PROVIDER FOR THIS TENDER WILL BE NIC

Help Line at NIC: 0120- 4001 002/ 0120- 4200 462

0120-4001 005/ 0120 – 6277 787

E-mail id: support-eproc@nic.in

Help Desk at BCCL (On working day at working hours)

Level – V, KoylaBhawan, Koyla Nagar,

BCCL, Dhanbad-826005

Contact Person: **Mr. Tanmay Ball**

Mobile No: 07866002586

E-mail id: bcclcmceprocurement@gmail.com

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>,

OUR AIM – QUALITY COAL TO CONSUMERS

**General Manager
Contract Management Cell**

Distribution through e-mail:

1. D(T)OP / D(T)P&P / D(F) / D(P) / CVO.
2. Shri Arvind Kumar Kadyan, IDAS (Retd.), B-2/1, Paschim Vihar, New Delhi - 110063
3. Shri Amrit Lugun, IFS (Retd.), A2/122, Safdarjung Enclave, New Delhi - 110029
4. TS to CMD - for kind information of CMD.
5. GM(Co-ordn)/ GM(P&P)/ GM(System)/ GM(F)I/C/ GM(IE)
6. All GMs of the Areas including Washery Zones for wide circulation through display on the Notice Boards.
7. GM (Production), CIL, Kolkata.
8. GM (Contract Management Cell), CIL/WCL/SECL/NCL/MCL/ECL/CCL.
9. GM(P-Admn) with a request to display NIT in Koyla Bhawan Notice Boards.
10. PRO- For necessary actions, please.
11. Sri R.K. Choubey, Sr.DEO/ Sri Bholanath Banerjee, Jr.DEO CMC Dept. - to display this Notice in BCCL Website
12. NIC Help Desk, Level-V, KoylaBhawan – Service Provider for e-tendering for CMC

**General Manager
Contract Management Cell**

SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 SCOPE OF BIDDER

- 2.1.1 Bharat Coking Coal Limited invites bids for the work as mentioned in the Notice inviting tender. Bidders should submit bids for the work mentioned in the Scope of work, given in Section-5.
- 2.1.2 The successful bidder will be expected to complete the work, as per the scope of work given in Section-5, within the intended completion period as per the bid document.

2.2 ELIGIBLE BIDDERS

- 2.2.1 The bidders shall be eligible to participate only if they fulfill the qualifying/ eligibility criteria specified in Clause 1.5 of Notice inviting tender.
- 2.2.2 An entity that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works shall not be eligible to bid.
- 2.2.3 The bidders shall have Digital Signature Certificate (DSC) 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.
- 2.2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions, including General and Special Terms & Conditions of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.2.5 No sub-letting of the work as a whole by the Consultant is permissible. Prior permission is required to be taken from the Employer for engagement of sub-contractors in part work/piece rated work.
- 2.2.6 A Bidder shall be liable for disqualification and forfeiture of the Bid Security, if any current employee or employee retired from CIL or its Subsidiary (within the last five years) is engaged from the date of floating of tender.

2.3 ONE BID PER BIDDER

Each Bidder shall submit only one bid. A bidder who submits in more than one bid will cause all the bids of the bidder to be disqualified. Alternative proposals will not also be considered.

2.4 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

2.5 SITE VISIT

- 2.5.1 The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the mine /project site and its surroundings, approach road, proposed road way, existing works, if any, connected to the work, as available, and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the work. The costs of visiting the site shall be at the bidder's own expense.
- 2.5.2 It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he

actually visits the site/area or not and has taken all the factors into account while quoting his rates.

- 2.5.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

2.6 CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the Sections as listed in below:

- i) Notice Inviting Tender (NIT),
- ii) Instructions to Bidders (ITB),
- iii) Conditions of Contract,
- iv) Formats
- v) Scope of work
- vi) Price Bid
- vii) List of Projects
- viii) Integrity Pact
- ix) E-Tender User Portal Agreement

2.7 CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online. The Bidder may seek clarifications online within the period specified in the NIT. The Tender Inviting Authority will clarify as far as possible only relevant queries. The clarifications given by the Tender Inviting Authority will be visible to all the bidders intending to participate in bid. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents.

2.8 AMENDMENT OF BIDDING DOCUMENTS

- 2.8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. Any addendum thus issued shall be a part of the bidding document and shall be displayed on the website.
- 2.8.2 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

2.9 LANGUAGE OF BID

All documents relating to the bid shall be in English language. In case any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate /work order/ agreement and an notarized/certified affidavit² in this respect to be submitted as to represent the original.

2.10 CURRENCIES OF BID AND PAYMENT

The price shall be quoted by the bidder entirely in Indian Rupees. All payments under the contract shall be in Indian Rupees only.

²For any document issued overseas, the document will have to be legalized by Indian Embassy and notarized in the jurisdiction where the document is being issued. However, any document provided by bidders from countries that have signed Hague Convention, 1961 is not required to be legalised by Indian Embassy if it carries a conforming apostille certificate.

2.11 BID PRICES

- 2.11.1 The bidder shall closely study the requirements of scope of work in detail for which the price to be quoted. The contract shall be for the whole of the services/ work, based on the scope of work as detailed in the bidding document.
- 2.11.2 The bidder shall submit price for the whole of the consultancy services/ work described in the scope of works.
- 2.11.3 All duties, taxes (excluding GST only) and other levies, octroi, royalty, if any, payable by the bidder under the Contract, or for any other cause as applicable on the last date of submission of bid, shall be included in the bid price submitted by the bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of work shall also be included in the bid price submitted by the bidder.
- 2.11.4 The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e.BCCL) to bidder/ Consultant (if GST payable by bidder/ Consultant) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/ Consultant.
- 2.11.5 If BCCL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to BCCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.
- 2.11.6 The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the bidding document.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the Consultant will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower

2.12 BID VALIDITY

- 2.12.1 Bid shall remain valid for a period not less than 180 days after the end date of bid submission. A bid valid for a shorter period shall be rejected by the Employer.
- 2.12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

2.13 BID SECURITY DEPOSIT

- 2.13.1 The bidder shall furnish, as part of his bid, a Bid Security of the amount as shown in Notice inviting tender and in the form as deliberated at Clause 1.3 of Notice inviting tender.

- 2.13.2 Any Bid not accompanied by an acceptable Bid Security shall be summarily rejected by the employer as non-responsive.
- 2.13.3 The Bid Security of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II of the bid and those who have not emerged as successful bidder.
- 2.13.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

The Bid Security of successful bidder may be retained and adjusted with performance security / performance guarantee, at bidder's option.

- 2.13.5 The Bid Security may be forfeited:
- a) if the bidder withdraws the bid after bid opening during the period of bid validity / extended validity with mutual consent. OR
 - b) in the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i) sign the Agreement; OR
 - ii) furnish the required performance security/ performance guarantee.

Additionally the bidder will not be allowed to participate in the re-tender. The Company reserves the right to debar such defaulting Consultant from participating in future bids of Coal India Limited and/or its subsidiaries for a minimum period of 12 months.

- 2.13.6 The Bid Security deposited with the Employer will not carry any interest.

2.14 DEADLINE FOR SUBMISSION OF BIDS

- 2.14.1 Bids shall be submitted on line on the web site <http://www.coalindiatenders.nic.in> within the date and time specified in the Notice inviting tender.
- 2.14.2 The Employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of Notice inviting tender/ ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.15 SIGNING AND SUBMISSION OF BID

The bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the bid 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 bid. Submission of bid shall be as detailed at Clause 1.7 of Notice inviting tender.

2.16 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.16.1 Modification and withdrawal of bid shall be guided by Clause 1.10 of Notice inviting tender.
- 2.16.2 No bid withdrawal/ modifications shall be allowed after end date and time of bid submission.
- 2.16.3 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the bid document or as extended pursuant to Sub-clause 2.12.2 may result in the forfeiture of the Bid Security pursuant to Clause 2.13.

2.17 BID OPENING

- 2.17.1 All bids are to be submitted online only at the web-site <http://www.coalindiatenders.nic.in>

- 2.17.2 After receipt of Bid Security, undertaking, Consultant's bid and other details as per provision of bid submission (Clause 1.7 of Notice inviting tender) before scheduled submission, the Employer will open the bid in the manner as specified under Clause 1.8 of Notice inviting tender.

2.18 CLARIFICATION OF BIDS

- 2.18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may seek any shortfall/ confirmatory documents, if required.

Such requests for documents shall be made online under the link 'Upload Shortfall / Confirmatory Documents' after scrutiny of the Bids, indicating the start date and end date giving 24x7 hours duration for online submission by the relevant Bidders.

The relevant Bidders will receive information in relation to such requests on their personalised dashboard under the "Upload Shortfall/ Confirmatory Document/ Information" link. While such information shall also be sent by a system generated email and SMS, it will be the Bidder's responsibility to check the updated status/ information on their personalised dashboard at least once daily after the opening of the Bid. Such shortfall / confirmatory documents are to be uploaded by the Bidders within the specified time period under the link 'Upload Shortfall / Confirmatory Documents'.

No further clarifications shall be sought from the Bidders.

The eligibility of the Bidder shall be evaluated based on the documents submitted by the Bidder and the clarification/shortfall/confirmatory document submitted as per above paragraph.

No changes in prices of the Bids shall be sought, offered or permitted, In addition, no modification of the Bid or any form of communication with the Employer or submission of any additional documents, not specifically asked for by the Employer, will be allowed and even if submitted, they will not be considered by the Employer.

- 2.18.2 No document uploaded by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

2.19 EVALUATION AND COMPARISON OF BIDS

- 2.19.1 Evaluation and comparison of bids will be carried out and validated by the Employer at each stage as deliberated in Clause 1.8 of NIT (Section-1) on the basis of credentials of the bidders. The bidders are required to comply with system requirement as Clause 1.7 of NIT.

- 2.19.2 Bidders are advised that the assessment of qualification of bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by the Employer. The Employer will not entertain any query or clarification from bidders who fail to qualify.

- 2.19.3 If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the eligible experience of the bidder.

- 2.19.4 In the event that a bidder claims credit for any credential, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and the decision of the Employer shall be final. Where any information is found to be patently false

or amounting to a material misrepresentation, the Employer reserves the right to reject the bid.

2.19.5 Bid Evaluation Methodology

Bidders meeting general requirements, past work experience and financial turnover mentioned in Clause 1.5 of section 1 shall be evaluated to arrive at Technical score as follows:

2.19.6 Evaluation of Technical Bid

Sl. No.	Parameter	Max Marks	Criteria/Details	Supporting Document Required
1	Experience of Project Monitoring and Evaluation in Mining Sector in India – Project for a duration of 1 year or more for working on project monitoring and evaluation of any type of mines / owner’s engineering of any type of mines shall be considered. Both ongoing and completed project awarded in last 5 years will be considered	20 Marks	10 marks for each completed or ongoing project subject to maximum of 20 marks.	scanned copy of documents as deliberated at Clause 1.6
2	Experience of preparation and approval of mining plan in coal sector – no of approved mining plans in last 5 years ending on the last day of the month previous to the month in which bids are invited or Experience in development/ management of contracts in mining/logistics/infrastructure in last 5 years ending on the last day of the month previous to the month in which bids are invited	20 Marks	10 marks for each approved mining plan or development/ management of contracts subject to maximum of 20 marks	scanned copy of documents as deliberated at Clause 1.6
3	Approved MPPA Status or Experience of developing Dashboard for Project Monitoring in last 5 years ending on the last day of the month previous to the month in which bids are invited	10 Marks	10 Marks or 05 marks for each development of Dashboard subject to maximum of 10 marks.	scanned copy of documents as deliberated at Clause 1.6
4	Evaluation of Team Members	30 Marks	Project Leader and Mining Expert – 10 Marks	scanned copy of documents as deliberated at Clause 1.6

			Finance and Commercial Expert – 5 marks Mining Project Management Expert – 5 Marks Onsite Team Leader – 05 Marks Onsite Team Member-Land Expert-05 Marks.	
	Presentation Before selection Committee	20 Marks	Marks will be given to the bidder based on the recommendation of the selection committee	
	Total Marks	100		

In the first stage, the Technical Bid will be evaluated on the basis of Bidder's experience and the experience of its Personnel. Only those Bidders whose cumulative technical marks is atleast 60 (sixty) points (excluding presentation before the selection committee) will be eligible for presentation to the selection committee (consisting senior management of BCCL). Approximate time for the presentation will be of 20 minutes, followed by queries by the Selection Committee. Bidders will be intimated separately for Presentation / interview. Minimum marks in presentation to selection committee required is 10 out of 20. Bidder scoring less than 10 in presentation to selection committee shall be disqualified. The bidders getting a cumulative technical marks of 70 (seventy) points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score. The bid with the highest technical marks (HTM) will be given a technical score (TS) of 100 points. The technical scores of other bids will be computed as follows:

$$TS = 100 \times T/HTM \text{ (where, T = Total Technical Mark)}$$

The Authority reserves the right to move to the evaluation of financial bid even if only one Bidder is short-listed for financial evaluation.

2.19.7 Evaluation of Financial Bid

In the second stage, the Financial Bid of only those Bidders, whose cumulative technical marks including marks (atleast minimum marks of 10 out of 20) in presentation to selection committee is 70 (seventy) points or more out of 100 will be opened and financial evaluation will be carried out. Each Financial Bid will be assigned a financial score (FS).

For financial evaluation, the total cost indicated in the Financial Bid will be considered.

The Authority will determine whether the Financial Bids are complete, qualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations within the total quoted price shall be that of the Consultant. The lowest Financial Bid (LFB) will be given a financial score (FS) of 100 points. The financial scores of other bids will be computed as follows:

$$FS = 100 \times LFB/F \text{ (where, F = amount of Financial Bid)}$$

2.19.8 Combined and Final Evaluation

Bids will finally be ranked according to their combined technical and financial scores as follows:

$$S = TS \times Tw + FS \times Fw$$

Where S is the combined score and

Tw and Fw are weightage assigned to Technical Bid and Financial Bid that shall be 0.7 and 0.3 respectively

The Successful Bidder shall be the Bidder having the highest combined score (H1)..

2.20 AWARD CRITERIA

The bidder, who scores the highest combined score (H1 rank) in the combined and final evaluation will be invited for negotiations, if required and shall be recommended for award of work. In the event two or more bids have the same highest combined score in final ranking, the bid with highest technical score will be H-1.

2.21 EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 2.20, the Employer reserves the right to accept, negotiate or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

2.22 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.22.1 Prior to the expiration of the period of Bid validity, the Employer will notify the Successful Bidder that its Bid has been accepted by way of issuance of the Letter of Acceptance to the Successful Bidder by uploading a scanned copy of the same on the e-tendering portal of Coal India Limited or through e-mail on the e-mail address provided by the bidder. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" (LOA)) will state the total lump sum monthly that the Employer will pay the successful bidder in consideration of the execution of the contract by the successful bidder as prescribed by the Contract. Additionally, the acceptance of the Bid and issuance of the LOA may be communicated through speed post to the registered postal address, as provided by the Successful Bidder. Online communication through e-tendering portal of Coal India Limited and/or the communication through registered postal address, as provided by the Successful Bidder shall be construed as acceptance of offer and notification of LOA. The notification of the LOA will constitute the formation of the contract.

2.22.2 The successful bidder shall enter into a Contract Agreement with the Employer within 30 (thirty) days from the date of 'Letter of Acceptance" (LoA) or within such extended time as may be granted by the Employer. The cost of the stamp papers for the contract agreement shall be borne by the successful bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful bidder free of cost and the original is to be retained by the Employer. The contract document shall not be used by the successful bidder for any purpose other than this contract and the successful bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.23 PERFORMANCE SECURITY / PERFORMANCE GUARANTEE

The successful bidder shall, as a security for the performance of its obligations under this Agreement, provide to the Employer, within 30 (thirty) days from the date of 'Letter of Acceptance" (LoA) or within such extended time as may be granted by the Employer, bank guarantee from a Bank for a sum equivalent to 10 (ten percent) of the Contract Price and valid for 90 days beyond the completion of Warranty Period.

The Bid Security deposited shall be discharged when the successful bidder has signed the agreement and furnished the required Performance Security. The bid security deposited may be adjusted against the Performance security at the bidder's option.

The Employer shall be at liberty to deduct / appropriate from the Performance Guarantee /Performance Security Deposit such sums as are due and payable by the Consultant to the Employer as may be determined in terms of the contract, and the amount appropriated from the Performance Guarantee/ Performance Security Deposit shall have to be restored by Consultant subsequently.

The Performance Guarantee will be returned to the Consultant without any interest at the end of the Warranty Period as per provisions of the contract.

2.24 LEGAL JURISDICTION

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

2.25 Deleted

2.26 INTEGRITY PACT

The bidders are required to accept the pre-contract Integrity Pact as available in the Bid document (Format 4.9) online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. Bidders who do not accept the pact shall be disqualified from participation in the bid process.

2.27 CHANGES IN CONSTITUTION TO BE INTIMATED

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the bidder. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

2.28 MISCELLANEOUS

- 2.28.1 The bidders should submit the bid and documents properly and carefully. They should avoid quoting absurd price.
- 2.28.2 After opening of the Tender if the Company decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on other matters.
- 2.28.3 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.
- 2.28.4 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful bidder for executing the agreement shall be as specified in the bid document.
- 2.28.5 Instructions to Bidders shall be a part of contract agreement.

SECTION – 3

CONDITIONS OF CONTRACT

3.1 DEFINITIONS

- (i) The word "Company" or "Employer" or "Authority" or "Owner" or "BCCL" wherever occurs in the conditions, means Bharat Coking Coal Limited, represented at the head-quarters of the Company by the CMD, BCCL or his authorized representative or any other officer specially deputed for the purpose.
- (ii) The word "Consultant" wherever occurs means the successful bidder who has deposited the necessary Bid Security and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- (iii) A 'Day' shall mean a day of 24 hours from midnight to midnight.
- (iv) GM (P&P) will be Engineer-in-charge/Engineer/Designated Officer-in-charge and will be responsible for supervising and administering the contract, certifying payment due to the Consultant, valuing variations to the contract and awarding extension of time. Engineer-in-charge/Engineer/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Consultant who is directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Engineer /Designated Officer-in-charge.
- (v) The 'Contract' shall mean the Notice inviting tender, the tender as accepted by the Company and the formal agreement executed between the Company and the successful bidder together with the documents referred to therein including conditions of contract, special conditions, if any, including those to be submitted during progress of work, scope of work.
- (vi) "Contract price" shall mean total lump sum monthly price quoted by the successful bidder multiplied by 36.
- (vii) "Acceptance of the system" shall mean the owner's written acceptance of the established 'M&E' system developed under the contract. **The Consultant would be required to establish the system within 3 (three) months from the award of work.**
- (viii) "Maintain & Operate" shall mean maintenance and operation of the established 'M&E' system after acceptance of the system. **The Consultant would be required to "Maintain & Operate" the established system for 33 (Thirty three) months from the date of acceptance of the system.**
- (ix) "Hand over the system" shall mean final hand over the established system after successfully completion of 'Maintain & Operate' period of 33 (Thirty three) months from the Acceptance of the system.
- (x) 'Contract period' shall mean the time required for execution of the contract starting from the date of signing of the contract and ends on the date of "Hand over the system".
- (xi) "Warranty Period" shall mean the period after Contract period during which the Consultant shall remain liable for repair or rectify or improvement of any defective/deficiency of the works performed under the contract.
- (xii) Words importing singular only shall also include the plural and vice-versa where the

context so requires.

3.2 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i) Articles of Agreement
- ii) Notice inviting tender
- iii) Instructions to Bidders
- iv) Letter of Acceptance
- v) Conditions of contract,
- vi) Scope of Work
- vii) Integrity pact
- viii) Any other relevant documents

3.3 TIME - THE ESSENCE OF CONTRACT

The time and the date of completion of the works as stipulated in the Consultant's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The Consultant shall so organize his resources and perform his work as to complete it not later than the date agreed to.

Subsequent to the award of the contract, the Consultant shall make a detailed work programme in consultation with the engineer, in line with the agreed contract period. Such programme shall be reviewed and updated at least once in every month during the contract period.

3.4 INDEMNITY DAMAGES & INSURANCE

The Consultant shall indemnify and make harmless the owner or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Consultant, his agents or employees in the execution of the work.

3.5 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Consultant fails to maintain part 1 and part 2 activities as described in clause 5.4 of section 5, scope of the system and fails to provide deliverables of any project within the prescribed time or in terms of the agreed time, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, pay as compensation/ 'Liquidated Damages' (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ Liquidated Damages' shall not exceed 10 (ten) percent of the Contract price. The amount of compensation may be adjusted or setoff against any sum payable to the Consultant under this contract with the Company.

The Company, if satisfied, that the works can be completed by the Consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the Company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Consultant as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

The Company, if not satisfied that the works can be completed by the Consultant, and in the event of failure on the part of the Consultant to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

The Company, if not satisfied with the progress of the contract and in the event of failure of

the Consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

In the event of such termination of the contract as described in above two paras, the Company, shall be entitled to recover L.D. upto ten percent (10%) of the contract price and forfeit the Performance Security submitted by the Consultant besides getting the work completed by other means at the risk and cost of the Consultant.

The Company may waive the payment of compensation, depending upon merit of the case, on request received from the Consultant if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

Note- The Company shall not make any Lump sum monthly payment for any extended time period.

3.6 FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the Consultant 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) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- (a) The successful bidder/ Consultant will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ Consultant will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.). The company shall also be not liable to pay lump sum monthly price to the bidder/ Consultant for the force majeure period. Provided it is mutually established that the Force Majeure conditions did actually exist.
- (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The Consultant or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Consultant's performance of his obligations has been delayed for other causes.

3.7 DELAYS BY OWNER OR HIS AUTHORISED AGENT

In case the Consultant's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the Consultant shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the Consultant's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be

final.

3.8 EXTENSION OF DATE OF COMPLETION

On happening of any events causing delay as stated hereinafter, the Consultant shall intimate immediately in writing the Engineer-in-charge :

- a) due to any reasons defined as Force Majeure
- b) Non-availability of necessary space and hardwares required for establishing the M&E system which are the responsibility of the owner to supply, if any
- c) delay on the part of the other Consultants or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work.
- d) Any other causes which, at the sole discretion of the company is beyond the control of the Consultant.

Provisional extension of time may be granted by the Engineer -In-charge during the course of execution, on written request for extension of time. The Consultant shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

3.9 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the Consultant to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Consultant under the contract.

3.10 WARRANTY

The Consultant has to stand Warranty for the established system for a minimum period of 12 (twelve) months (Warranty period) commencing immediately after hand over the established system for trouble free operation & maintenance of the system developed by him.

The software warranty must cover fixing of all deficiencies, errors, bugs in the software solution.

3.11 MOBILISATION ADVANCE

No mobilisation advance shall be given to the Consultant.

3.12 PRICE VARIATION CLAUSE

The Price shall remain firm without any price variation due to escalation.

3.13 TAXES, PERMITS & LICENCES

All duties, taxes (excluding GST only) and other levies, octroi, royalty, if any, payable by the bidder under the Contract, or for any other cause as applicable on the last date of submission of bid, shall be included in the bid price submitted by the bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of work shall also be

included in the bid price submitted by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e.BCCL) to bidder/ Consultant (if GST payable by bidder/ Consultant) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/ Consultant.

3.14 PAYMENT

- i) The Performance Guarantee of bidder shall be released at the end of the Warranty period, i.e. 12 months after handing over the system to the Employer.
- ii) Bidder shall quote lump sum monthly for each project type (considering the number of such projects in each project type) in the price bid. Accordingly, payment will be made to the consultant on monthly basis.
- iii) In case of addition of any new project under project type namely Discontinued MDO, Ongoing/Upcoming/ other MDO projects and Washery, extra monthly payment for each newly added project under any of the above mentioned project type will be made on pro-rata basis for that project type.

Example:

Assumption:

- a. Bidder has quoted Rs. 1000 as lump sum monthly for 5 nos. of washery project in the price bid
- b. A new project comes under Washery

Project Type-Washery

Calculation for extra monthly payment due to addition of new project under washery on pro-rata basis:

Quoted lump sum monthly price (1000) for washery project type divided by nos. of washery project (5).

Rs. (1000 / 5) =Rs. 200

- iv) In future, if one or more Hired HEMM contract is awarded in any new colliery (other than that mentioned in Annexure-I), then it will treated as a new project. Extra monthly payment for such new project will be made on pro-rata basis.

Example:

Assumption:

- a. Bidder has quoted Rs. 540 as lump sum monthly for 27 nos. of Hired HEMM contracts project type in the price bid
- b. A Hired HEMM contract comes under any new colliery

Project Type-Hired HEMM contracts

Calculation for extra monthly payment due to addition of one or more Hired HEMM contracts in a new colliery on pro-rata basis:

Quoted lump sum monthly price (540) for Hired HEMM contracts project type divided by nos. of Hired HEMM contracts projects (27).

Rs. (540 / 27) =Rs. 20

- v) All long term Transportation Contracts under transportation contracts project type in one Area will be treated as one project. In future, if any new long term transportation contract is awarded in any particular Area which is already included in Annexure-I, it will be considered in the project of the same Area. However, if new long term transportation contract is awarded in any new Area (other than that mentioned in Annexure-I), then it will be treated as a new project.

Example:

Assumption:

- a. Bidder has quoted Rs. 400 as lump sum monthly for all long term transportation contracts (for 8 nos. of Area) under transportation contract project type in the price bid
- b. A long term transportation contract comes under any new Area

Project Type- Transportation Contract

Calculation for extra monthly payment due to addition of a new long term transportation contracts in a new Area on pro-rata basis:

Quoted lump sum monthly price (400) for Transportation contracts project type divided by nos. of projects (8) under transportation contract project type

Rs. (400 / 8) =Rs. 50.

- vi) In case, a project comes under a new project type which is not mentioned in Annexure-I, the extra monthly payment for each such project will be calculated by dividing the lowest lump sum monthly price among the prices quoted by successful bidder for different project types in the price bid, by the total number of projects under that project type for which the lowest lump sum monthly price has been quoted by the successful bidder.
- vii) In case, any project under any project type, gets completed or removed from annexure-I by BCCL during the contract period of this tender, deduction in monthly payment will be calculated on pro-rata basis for that particular project type.

Example:

Assumption:

- a. Bidder has quoted Rs. 1000 as lump sum monthly for 5 nos. of washery project
- b. A project under Washery gets completed or removed from annexure-I by the company

Project Type-Washery

Calculation for deduction in monthly payment due to completion/removal of a project under washery project type on pro-rata basis:

Quoted lump sum monthly price (1000) for washery project type divided by nos. of washery project (5).

Rs. (1000 / 5) =Rs. 200

- viii) No payment on software and associated accessories required and procured, if any, will be borne by BCCL and it is assumed that cost of any such requirement is already built in the price bid of the successful bidder.

Note- For land monitoring and presentation, no separate payment will be made by BCCL.

3.15 VARIATION IN NUMBER OF PROJECTS

No alteration, amendments, omissions, suspension or variations of the works under the contract as detailed in the contract document, shall be made by the Consultant except as directed in writing by the Employer. The Employer shall have full power to vary the number of projects to be undertaken by the Consultant for monitoring and evaluation during execution of the contract as directed in writing by the employer. The Consultant shall carry out the execution with such variation.

3.16 CONFIDENTIALITY

The Bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of employer, in any jurisdiction, and any amendments or supplements thereto. The Bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

The employer also desires that the Bidder should in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any proprietary information which is disclosed to the Bidder by the employer at any time during the agreement / award of work / execution of work or thereafter. The Bidder may disclose proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information. This clause shall survive and continue after its expiration or termination of the contract and shall bind the Consultant, its employees, agents, representatives, successors, heirs and assigns.

3.17 LIMITATION OF LIABILITIES

Employer shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of Employer's personnel.

3.18 SETTLEMENT OF DISPUTES

3.18.1 It is incumbent upon the Consultant to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Consultant and the company, effort shall be made first to settle the disputes at the company level.

The Consultant should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/ claims of the Consultant shall be entertained by the company.

3.18.2 If difference persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee. The committee shall have equal representatives from the Consultant and Employer for resolution of such dispute.

3.18.3 If differences still persist, the settlement of the dispute shall be resolve in the following manner:

- (a) In case of dispute arising in relation to the commercial contracts with central public sector enterprises ("CPSEs")/ Government departments (excluding disputes concerning railways, income tax, customs and excise departments) shall be taken up by either Party for its resolution through AMRCD or such other mechanism as may be provided under the Applicable Laws; and

In case of any other dispute not covered in sub-clause (a) above, the resolution of dispute shall take place through arbitration mechanism as provided in Clause 3.18.4 below.

3.18.4 In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with this Agreement (except as to any matter the decision of which is specially provided for by these conditions), the same shall be submitted to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996.

- (a) There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the 2 (two) arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- (b) In the event any of the arbitrator(s), so appointed pursuant to sub clause (a), dies or neglects or refuses to act or resigns or is unable to act for any reason, such arbitrator shall be replaced with another arbitrator, who shall be appointed by the concerned Party in accordance with sub clause (a).
- (c) The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 3.18 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Employer agree and undertake to carry out such Award without delay.
- (d) The Consultant and the Employer agree that an Award may be enforced against the Consultant and/or the Employer, as the case may be, and their respective assets wherever situated.
- (e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- (f) The seat of the arbitration shall be Dhanbad/Kolkata/New Delhi and shall be governed by Arbitration and Conciliation Act, 1996 and other Indian statues/laws applicable to the dispute. The venue of the Arbitration may be the same as the seat or be changed upon mutual agreement between the parties.

3.19 GOVERNMENT REGULATIONS & STATURORY ACTS

The Consultant should execute and deliver such documents as may be needed by BCCL in evidence of compliance of all laws, rules and regulations required for reference. The Consultant shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Consultant and BCCL shall not be responsible in any manner whatsoever.

All legal formalities are to be obtained prior to and or during the commencement of work by the Consultant for the successful execution of the said Work. The Consultant shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. BCCL shall have no liabilities in this regard.

3.20 INTELLECTUAL PROPERTY RIGHTS

The entire software developed under this contract shall be property item of BCCL and it will not under any circumstance be commercially distributed or exploited by the Consultant or other in direct or modified form.

All relevant permits & licenses required for establishment, operation & maintenance of the M&E system shall be procured in name of BCCL

No services covered under the contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify BCCL , from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, BCCL shall be defended in the defense of any proceedings which may be brought in that connection.

3.21 PROGRESS REPORT

The Consultant would be required to intimate the progress of the work to BCCL in a frequency and manner prescribed by BCCL, in consultation with the Engineer-Incharge after the award of contract.

3.22 SUSPENSION & TERMINATION OF CONTRACT

BCCL, may, by written notice to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension

- Shall specify the nature of failure.
- Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of failure.

Note- The Company shall not make any Lump sum monthly payment for the aforesaid time period.

Under this contract, BCCL may, by written notice terminate the Consultant in the following ways:

- Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Insolvency if the Consultant becomes bankrupt or otherwise insolvent.

SECTION - 4
FORMATS

4.1 FORMAT FOR CONSULTANT'S BID

(To be uploaded by the Bidder or authorized officer having power of attorney to sign on behalf of the bidder on bidder's letter head during submission of bid online)

“BID APPLICATION AND ACCEPTANCE OF BID CONDITIONS”

To :

.....

Sub : BID for

Ref: Bid Notice No

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, scope of work and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against BCCL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Bharat Coking Coal Limited.

Should this bid be accepted, I/we agree to furnish Performance Security within 30 days of issue of letter of acceptance or within such extended time as may be granted by the Employer. In case of our failure to abide by the said provision BCCL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Bid Security and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,

Signature of Bidder OR Authorized signatory

4.2 FORMAT FOR UNDERTAKING (To be Submitted by Bidder on Bidder's letter head)

UNDERTAKING

I /We,, Proprietor/ Partner/
Legal Attorney/ Director/ Accredited Representative of M/S....., solemnly declare
that:

1. I/We am/are submitting Bid for the work.....against Bid
Notice No. Dated..... and I/we offer to execute the work in
accordance with all the terms, conditions and provisions of the bid.
2. Myself/OurPartners/Directors don't has/have any relative as employee of
..... (Name of the Company)
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 copy of documents, credentials and documents submitted along with this Bid are
genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. I/We have submitted particulars of existing GST registration certificate.
7. We hereby undertake that we shall register and obtain license from the competent authority
under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. I/We hereby confirm that we shall not engage any current employee or employee retired
from CIL or its Subsidiary (within the last five years) from the date of floating of tender
9. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall
make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant
under CMPF / EPF authorities, if applicable. We shall make necessary payments as
required under law.
- * *Delete whichever is not applicable.*
10. I/We have not been currently (i.e. on bid submission end date) blacklisted by the
Central Government, any State Government/ UT, a Statutory Authority, or a Public-
Sector Undertaking, from participating in any consulting assignment
11. I/We have not been terminated from any consulting assignment in last 3 (three) years
12. If any information and document submitted is found to be false/ incorrect at any time,
Company may cancel my Bid and action as deemed fit may be taken against us, including
termination of the contract, forfeiture of all dues including Bid Security and banning/
delisting of our firm and all partners of the firm etc.
13. I/ We are not associated, nor has been associated in the past, directly or indirectly, with
the consultant or any other entity that has prepared the design, specification and other
documents for the project or being proposed as engineer for the contract.

Dated:

Signature of the Bidder

Seal of Notary

4.3 FORMAT FOR QUALIFICATION INFORMATION

(Scanned copy of this format (duly filled in) along with necessary documentary evidences shall be uploaded by the bidder with the bid)

4.3.1 General & Financial Information of the Bidder

Bidder's Details :				
	Name Address Tel. No. & Fax-No. e-mail Website			
	Registration No. & Year of Registration			
	Address of established office in India and date of establishment			
	Whether the ultimate beneficial owner(s) of the Consultant belong to any country which shares land border with India?			
	Whether the bidder is a government owned institutions with legally and financially autonomous?	If yes, Documentary evidence to be produced to establish the status of legally and financially autonomous.		
	Bidder's PAN with Income Tax Authority in India.			
	GST registration certificate			
	Whether the bidder is under investigation of any central/state agencies in last 3 (three) years? If yes, disclose the nature of such investigation			
	Turnover of the bidder from consultancy services	F.Y	F.Y	F.Y
	Currency.....			
	Name (authorized signatory) :			
	Signature:			
	Designation:	Date:		
	Seal:	Place:		

4.3.2 Past Work experience Information of the Bidder

Experience of the Bidder:		
	Experience of working on at least one Project of Project Monitoring and Evaluation or having experience of Owner's engineer, in Mining Sector in India for a duration of 1 year or more in last 5 years ending on the last day of previous month in which bid invited on project monitoring and evaluation of any type of mines. Both completed and ongoing Project are acceptable.	
	Experience of preparation and approval of mining plan in coal sector – no of approved mining plans in last 5 years or Experience in development/management of contracts in mining/logistics/infrastructure in last 5 years.	
	Experience of developing Dashboard for Project Monitoring in last 5 years or Approved MPPA Status	
Details to be provided in respect of above experience		
1	i) Contract No./Work order No.	
	ii) Title & brief details of the work	
	iii) Name, address, contact no., email of the Client	
	iv) Value of the Work	
	v) Start & completion date of the work	
2	< same as Sl. No.1>	
3	< same as Sl. No.1>	
4	< same as Sl. No.1>	
5	< same as Sl. No.1>	
6	< same as Sl. No.1>	
Name (authorized signatory) :		

Designation:	
Signature with seal:	Date: Place:

4.4

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER /INTERNET
BANKING PAYMENT
FOR
BID SECURITY**

1. **Name of the Bidder:**

2. **Address of the Bidder:**

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.		Soft Code	
Swift Code		IBAN Code	
BIC Code			
Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ weshall not hold the Employer responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of meas a participant under the scheme. Any bank charges levied by the bank for such e-transfer shallbe borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's StampDate

Signature of the authorised official from the Bank.

4.5 BANK GUARANTEE PROFORMA

FOR

PERFORMANCE SECURITY / PERFORMANCE GUARANTEE

[[**** {name of the company}]]

WHEREAS:

(A) (The Consultant) and Bharat Coking Coal Limited represented by *** and having its principal offices at Koyla Bhawan, Koyla Nagar, Dhanbad have entered into an agreement dated..... Whereby the Employer has agreed to the Consultant undertaking To establish a web and mobile app based system (Dashboard) of Monitoring & Evaluation (M&E) of implementation of Projects & Contracts in Bharat Coking Coal Limited (BCCL) in three (03) months and maintain & operate the system for thirty three (33) months from the date of acceptance of the established system subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Consultant to furnish a Performance Security to the Employer of a sum of {Rs. * * * * * cr. (Rupees * * * * * crores)} as security i.e., a sum equivalent to 10% (ten percent) of the Contract Price, for due and faithful performance of its obligations, under and in accordance with the Agreement, which shall remain valid, effective and in full force for 90 days beyond the completion of the Warranty Period. The Performance Security shall be furnished by the Consultant within 30 days of issue of letter of acceptance or within such period as may be extended by the Employer. The Performance Security will be returned to the Consultant without any interest at the end of the Warranty Period as per provisions of the contract.

(D) We, through our branch at..... (the "Bank") have agreed to furnish this bank guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The bank hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Consultant to the extent of _____ [amount of guarantee in figures and words], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be

irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Consultant or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Consultant and notwithstanding any security or other Guarantee that the Employer may have in relation to the Consultant's liabilities.

This Bank Guarantee shall be payable at < > branch.

This Bank Guarantee shall be under jurisdiction of < > court only.

Dated this _____ day of _____, 20__ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Seal of the Bank

4.6 Format of Power of Attorney for signing of Bid

Part I – The below power of attorney to be provided by the Bidder

Know all men by these presents, we..... (name and address of the corporate headquarters/ registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with, or incidental to, submission of our Bid in response to the NIT No. [****] dated [****], for the proposed work [.....(the “Services”) by the [**** (the “Company”)], including but not limited to, signing and submission of our Bid, applications and other documents and writings, participate in the and other conferences and providing information/ responses to the Company, representing us in all matters before the Company, signing and execution of all contracts (including the Contract Agreement) and undertakings consequent to acceptance of our Bid, and generally dealing with the Company in all matters in connection with, or relating to, or arising out of, our Bid for the said Services and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Company.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to, and in exercise of, the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms used herein unless defined herein, shall have the same meaning assigned to them in the RFB.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney/ letter of authority in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder/ Member.*

4.7 FORMAT FOR CONTRACT AGREEMENT

(On Non- Judicial Stamp Paper)

Agreement No.

Dated:

THIS AGREEMENT made on this _____ day of _____ 20__ between Bharat Coking Coal Limited, a subsidiary of Coal India Limited, an Employer having its office at Koyla Bhawan, Dhanbad and (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work " _____ " and the bid of the Bidder has been accepted by the Employer vide their Letter No _____ dt. _____ for a total lump sum monthly of _____ [Contract Monthly sum in figure & words]

WHEREAS the Bidder has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a total lump sum monthly of _____ [Contract Monthly sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of a total lump sum monthly of _____ [Contract Monthly sum in figure & words] and/or such sum as may be payable to the Bidder, the Contractor shall upon and subject to the said terms & conditions execute and complete the work described in the said scope of work as provided for in the said conditions.
2. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
3. This final agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

Part Description of Documents

- 1.1 Articles of Agreement
 - 1.2 Notice inviting tender
 - 1.3 Instructions to Bidders
 - 1.4 Letter of Acceptance
 - 1.5 Conditions of contract,
 - 1.6 Scope of Work
 - 1.7 Integrity pact
 - 1.8 Any other relevant documents
4. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at <.....> on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Employer

Designation

Designation

.....

Bharat Coking Coal Limited

Koyla Bhawan, Dhanbad

In the presence of

WITNESS - 1

(Signature)

(Name in Block Letters)

Official Address:

WITNESS - 2

(Signature)

(Name in Block Letters)

Official Address:

4.8 Deleted

4.9 FORMAT FOR INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT (To be signed on Plain Paper)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... Day of the month of20... , between, on one hand, Bharat Coking Coal Ltd acting through Shri, Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure "....."

vide NIT No.....and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortory impact of corruption on public procurement, and

Enabling Bidder's to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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: -
 - a. 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractors(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) 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 other 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.
 - b. The Bidder(s) / Contractor(s) 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 cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) 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.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees Only. Copy of the Guidelines on Indian agents of the Foreign suppliers shall be as per the provisions at the Annexure-A.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) 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 / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier 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 transgressors within the company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1(One) Year and maximum of 2 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).
- (3) 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.

- (4) If the Bidder / Contractor / Supplier 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."

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (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 of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any 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 action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (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 bidder(s) / Contractor(s) / Subcontractor(s)

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 same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) 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/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also

signed declarations on 'Non-Disclosure of Confidential Information ' and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

- (5) 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.
- (6) As soon as the Monitor notices, or believes to notice , a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, 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.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies 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.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (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 contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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 CMD, BCCL.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or Joint Venture (JV)/ Consortium, this agreement must be signed by all partners or JV/ Consortium members.
- (3) 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.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11 – Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12 – Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)
Contractor)

(Office Seal)

Date _____

Place _____

Witness 1:

(Name & Address)

(For & On behalf of Bidder/

(Office Seal)

Witness 2:

(Name & Address)

Annexure – A

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer’s Authorization-signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference

No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
 - ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
However, if all the details given in Para- (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.
5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

SECTION - 5

SCOPE OF WORK

5.1 INTRODUCTION

Bharat Coking Coal Limited (BCCL) was incorporated in January, 1972 to operate coking coal mines operating in the Jharia & Raniganj Coalfields, taken over by the Govt. of India on 16th Oct, 1971 to ensure planned development of the scarce coking coal resources in the country. As a public sector enterprise, BCCL plays a crucial role in coal mining and related activities, contributing significantly to India's coal production.

BCCL is the major producer of Coking Coal in India and is the only producer of prime coking coal. In order to meet growing demand of coking coal, BCCL is enhancing its production in several ways as discussed below.

5.2 OBJECTIVE

Reopening of Discontinued mines

BCCL had decided to appoint Mine Developer cum Operator (MDO) for re-opening, salvaging, rehabilitating, developing, constructing and operating discontinued coal mines and identified about 20 such mines.

Of these mines, at present BCCL is engaged with MDO for reopening of 6 such discontinued mines which are as follows:

- Kharkhree Coal Mine
- Salanpur AGKC Coal Mine
- Loyabad Coal Mine
- PB Coal Mine
- Amlabad Coal Mine
- Madhuband Coal Mine

Amalgamation of existing projects and enhancing production including conversion of UG to OC Mines

Many of the old BCCL mines are operating at a depth and at low productivity by underground method. In order to enhance production, productivity and recover more coal, these mines are being amalgamated, replanned and in most cases different technology including OC, High Wall Mining and other UG technologies are being explored. Contractor has already been appointed for ABOCP Highwall Project, Rajapur/ S J Colliery Highwall Project, Amalgamated NTST Khujama, Muraidih UG project and Moonidih XV Seam.

The projects under consideration are as follows:

- Ramnagore Kalyaneshwari OCP
- Block-E OCP
- Block-D
- Pure Benidih Block-II UG mine

Coal Beneficiation

BCCL had the necessity of setting up new washeries as the existing washeries of BCCL were very old and commissioned during 1962-1998. To improve the supply of quality coal to the steel consumers, BCCL has undertaken many project to set up new washeries. List of the washeries have been enumerated in ANNEXURE-I

Hired HEMM and Long Term Transportation Contracts:

Additionally for day to day production and dispatch of coal BCCL employs various Hired HEMM and Transportation along with crushing Contracts. The Hired HEMM contracts are primarily for deployment Heavy Earth Moving Equipment along with operators and allied Jobs and the transportation contracts are for deployment of Logistical means such as trucks, pay loaders for dispatch of coal through railway siding which generally also contain crushing element so that the sized coal can be provided to the consumers. The HEMM Contracts and transport contracts operate on the mutually agreed work schedule between BCCL and the contractor.

Note: Most collieries have one or more Hired HEMM contracts. All such Hired HEMM contracts in a particular Colliery will be treated as one project. The total number of such projects are provided in Annexure-I. In future, if any new Hired HEMM contract is awarded in any particular colliery which is already included in Annexure-I, it will be considered in the project of the same colliery and shall not be considered as a new project. However, if new Hired HEMM contract is awarded in any new colliery, then it will treated as a new project. All long term Transportation Contracts in one Area will be treated as one project. The total number of such projects are provided in Annexure-I. In future, if any new long term transportation contract is awarded in any particular Area which is already included in Annexure-I, it will be considered in the project of the same Area. However, if new long term transportation contract is awarded in any new Area (other than that mentioned in Annexure – I), then it will be treated as a new project.

Need of Project Monitoring & Evaluation Unit

BCCL currently not having a dedicated project monitoring group and necessary capabilities for monitoring and supervision of MDO contracts, Washery projects, Hired HEMM and long term transportation contracts and ongoing projects. Further many upcoming projects are under consideration, it is thus needed to constitute a Project Monitoring and Evaluation Unit (PMEU) who shall monitor and supervise the progress of Projects & Contracts and present periodic report to BCCL management on the progress of each Project. Further, as and when needed, Project Monitoring and Evaluation Unit (PMEU) shall advise BCCL management on action to be taken on the contracts to ensure compliance and timely execution.

5.3 BASIC REQUIREMENT

- a. Establish a Dashboard to monitor and evaluate the progress of the projects & contracts and individual activities of the projects on the basis of indicators set out in Project Report and SAP or otherwise.
- b. Analyzing and interpreting qualitative and quantitative data to gauge project implementation status.
- c. Reporting on activities accomplishments and results.
- d. Preparation of Exception report.

- e. The established 'M&E' system shall be scalable to all the projects of BCCL. Initially the 'M&E' system shall work on the projects listed in ANNEXURE- I. The system, so established, must be amenable to expansion by addition of further projects in future.
- f. The PMEU with 'M&E' system shall be established at BCCL HQ. However, necessary space and hardwares required for establishing the M&E system shall be provided by BCCL.
- g. The 'M&E' system through its Management Information System shall help the BCCL management in decision making.
- h. The 'M&E' system shall be web and mobile app based (Dashboard)
- i. M&E system must be compatible with the Systems Applications and Products in Data Processing (SAP). Software should be compatible with Systems Applications and Products in Data Processing (SAP). PMEU need to support SQL database administration, System administration, & network administration.

5.4 SCOPE OF WORK

Scope of work of the Consultant is to establish a web and mobile app based system (Dashboard) of Monitoring & Evaluation (M&E) of implementation of Projects & Contracts in BCCL through PMEU within 3 (three) months from the award of work and 'maintain & operate' the established system for 33 (thirty three) months from the date of acceptance of the system and handover the system to the employer after providing training.

The project management team shall comprise of offsite experts and on site staff from a consulting organisation bringing together capabilities of mine planning and designing, mining operations, contract management, project management and reporting.

The scope of work of PMEU shall cover following:

Part 1 – One Time Activity

In Part 1 of the engagement, Consultant shall prepare base framework for the monitoring of the projects & contracts and its reporting. The activities shall be following:

- a. Study of the BCCL's MDO and other Contracts for reopening of mines, amalgamation and expansion of projects and project report of MDO and ongoing projects.
- b. Study of the BCCL's ongoing /upcoming washery contracts and Project report.
- c. Study of the Hired HEMM and long term Transportation Contracts. Prepare project monitoring framework for each Hired HEMM and long term Transportation Contracts.
- d. Prepare a checklist and activity schedule after studying the current status of each project, HEMM contract, long term transportation contract, washery
- e. Prepare land ownership details, land acquisition status and timeline for acquisition of land of each project mentioned in Annexure-I. Prepare a checklist and activity schedule with timeline in respect of the same.
- f. Prepare a project monitoring framework for each project and washery.
- g. Supply of software including required accessories for designing and development of a web and mobile app based Dashboard, installation and operation of the same at the BCCL HQ.

- h. Design and Develop a web and mobile app based Dashboard and reporting framework for monitoring and reporting of individual contract/project in consultation with BCCL Management.
- i. Customization of the system as per the requirement of BCCL.
- j. Prepare as-is status of each contract awarded till date – activities planned, completed by contractor, issues and challenges among key points
- k. Establish procedures and data collection system and analysis tools for long term impact evaluation of individual activities.
- l. Prepare internal communication and coordination matrix of BCCL for project monitoring, information sourcing and dissemination

After completion of part 1 activities, the consultant shall present the developed monitoring and evaluation system before the BCCL for approval of the same. Part 2 activities shall start only after approval of the said system.

Time period: Part 1 shall be completed within 3 months of award of LoA.

Part 2 – Continuous Monitoring and Evaluation

- a. Review of each project against the contractual commitment.
- b. Present fortnightly progress of land acquisition of each project. Consultant shall also highlight the issues related to land acquisition and shall be actively involved in resolution of the issues in consultation with the outside agencies including follow up with state administration.
- c. Coordinate and obtain schedule of the project and prepare detailed schedule accordingly.
- d. Coordinate with contractor and other stakeholders to monitor the compliance to the detailed schedule.
- e. Review various submission being made by contractor such as periodic reports and summarise to BCCL management
- f. Assist BCCL team in compliance to contractual requirement and in case of delays and deviations, assessment of claims, impact and help draft communication to contractor.
- g. Prepare a reporting framework for continuous monitoring and evaluation of projects. Review fortnightly progress of each project.
- h. Discussion with contractor to ensure that contractor comply with the reporting and undertake appropriate reporting to BCCL through PMEU
- i. Present fortnightly and monthly achievement before the Project Steering Committee of BCCL. Off site experts shall also participate in the aforesaid presentation.
- j. In case of any contractual matter, study the contract and provide interpretation and suggestion to BCCL management for further action
- k. Coordinate between contractor and BCCL team to facilitate data collection and movement for timely action by contractor
- l. If required, guide contractor for actions to be pursued by him. It is clarified that PMEU shall not be working for contractor.

- m. Assist BCCL in communication with contractor and other stakeholders.
- n. Supervision of contractor operations for timely achievement of targets proposed in the tender by contractor and wherever required suggest corrective measures.
- o. Prepare monthly monitoring report in the format of quarterly monitoring report (QMR) being prepared by BCCL.
- p. Conduct training for BCCL employees for operation and maintenance of established 'M&E' system and to ensure sustainability of the system.
- q. The team would also make presentation on behalf of BCCL for any other topic as referred to it by BCCL from time to time.
- r. Customization of the system as per the requirement of BCCL.
- s. The Consultant would be required to gradually handover the system to BCCL through the trained personnel before completion of the contract period
- t. The established system shall have a minimum warranty period of twelve (12) months from the date of handover of the system as per Clause 3.10.
- u. All client access licenses to be the latest version available in the market. The software licenses supplied shall be in the name of BCCL with Software Assurance for 2 years beyond the contract period.
- v. All other expenses are also to be borne by the Consultant including cost of boarding & lodging of their personnel in the field/project site. Wherever feasible, accommodation etc may be made available but on "PAYMENT BASIS"
- w. The consultant shall complete one time activity (Part 1) within two month and subsequent monitoring and evaluation (Part 2) of any new Project either related to mine or washery as decided by the BCCL management.
- x. The consultant shall complete one time activity (Part 1) within two month and subsequently monitoring and evaluation (Part 2) of any new Hired HEMM contract and long term transportation contract as decided by the BCCL management.
- y. Further in addition to part 1 and part 2 as described above, the consultant shall be required to collect the validated data and update the requisite formats available with BCCL in respect of portals being maintained and monitored by Government Agencies.
- z. BCCL reserves the right to add any new project type apart from that provided in Annexure –I. In such case, extra monthly payment for the same shall be made as per clause no. 3.14 (vi) of section 3. Further, the consultant shall complete one time activity (Part 1) within two month and subsequent monitoring and evaluation (Part 2) of any newly added project under new project type.
- aa. BCCL also reserves the right to remove any project under any project type and in such case deduction in monthly payment to the consultant shall be made as per clause no. 3.14 (vii) of section 3.

With reference to the scope mentioned in this document, BCCL reserves the right to modify the same and ask the consultant to provide/ withdraw such services.

Time period: Part 2 shall be for 33 months and shall include continuous implementation of part 1.

Provided that, at least 6 (six) months before the expiry of the Contract Period, the company and the consultant may, with mutual agreement, extend the Contract Period for such further period (maximum 02 years) and on such terms and conditions as the Company and Consultant may mutually agree.

Note- Continuous Monitoring and Evaluation would not cease even after completion/commissioning of the project unless directed by BCCL to do so.

5.4.1 Scope of the system

The Dashboard should enable tracking of the status of individual projects and should work on all platforms and major browsers.

The system should facilitate collaboration so that relevant stakeholders of the project should have role based access. To achieve the requirements specified, the M&E system is envisaged having the following features at the minimum:

- (i) The application should enable remote data entry and reporting without compromising security.
- (ii) Dashboard should have user identity management facility.
- (iii) It should have provision for capacity allocation and additional capacity allocation at BCCL user end.
- (iv) It should have facility to enter various information/ data related to project after being validated by the Project Proponent and should be able to display progress. The validated data received from project proponent shall be reflected on the dashboard by the consultant. GM P&P should have overriding power in respect of the entered data.
- (v) It should have issue tracking facility to track and monitor the issues reported by various stakeholders.
- (vi) It should be able to generate Project status report and other reports on various parameters like Location, Land details, EC-FC capacity, constrains if any, and any other customized report as per requirement of BCCL.
- (vii) It should have Project Portfolio management to measure and monitor multiple projects.
- (viii) The Dashboard should have search functionality to query for content by keywords.
- (ix) It should be able to integrate with email server to send the alerts/ reminders by email.
- (x) Identified stakeholders to have role based access rights. Detailed project-specific information should be available only to authorized users.
- (xi) It should be capable of generating general and customized reports in multiple formats.
- (xii) Development of aesthetic user interface to ensure professional look and feel for the Application as per the relevant guidelines.
- (xiii) Role Base Access & Management. This module will help BCCL in creating different types of roles and assign the permission based on their roles. BCCL will have full control of the Dashboard.

- (xiv) System will be able to add/ delete/ edit & provide access to users with login id and password.
- (xv) System will have option to add category wise information like project name, start date, production details, financial details etc. for multiple projects.
- (xvi) User will be able to add/ update remarks/ status for particular project and will be able to upload supporting document.
- (xvii) Content Structure: The Dashboard should have level content structure (English).User should be able to view the content with ease without any requirement of font download.
- (xviii) Security of Dashboard: Work should be done based on cyber security guidelines of Govt of India with Security Audit from CERTI-IN empanelled vendor. Dashboard should be designed in line with GIGW guidelines.
- (xix) Passwords should be stored in encrypted format. After 5 consecutive wrong attempts the password should be reset and new password would be sent through email.
- (xx) Dashboard should be accessible on all platforms and be compatible with popular browsers such as Microsoft edge, Chrome, Firefox, Safari, IE etc.
- (xxi) Audit Trail: Administrators have access to logs in the backend where they can view changes that have been made to the database.
- (xxii) Secure password protected administration console for system administration.
- (xxiii) It should be user-friendly and easy-to-operate.

5.4.2 Training Services

The Consultant would conduct following minimum training Sessions for the employees of BCCL. Training would start immediately after establishing the system with available manpower involved at the outset of the projects.

- A total of 10 persons would be trained for taking over the work after completion of the contract period. This person would be allotted id /password & all monitoring work thereafter would be done by him through his one id/password.
- Training sessions to be conducted for users at the site on the M&E System so developed to handle the system for entry, modifications, updation etc.
- The consultant shall provide training of at least 80 hours per annum.
- In addition to the above, 4 persons will be imparted advanced level training in development, modification & maintenance of the M&E system.
- Providing the User Manual.
- The Consultant would also provide an on-line Help and Interactive Training module which can be downloaded by the users for using the application software.

5.4.3 Deliverables

An M&E plan is a living document and needs to be adjusted as per need during implementation of project(s). As an M&E plan is subject to changes during its lifetime, so

are the deliverables of the M&E plan. There needs to be a mechanism for reviewing the M&E plan to ensure that it remains relevant to the needs of the program. By regularly reviewing program progress and results with stakeholders, it would be possible to identify areas for adjustment in a timely way.

Part-1 One Time Activity

- a) Establishment of the M&E system would involve identification of activities & sub-activities, milestones & KPIs and preparation of baseline activity network, in line with Contracts and Project Reports.
- b) Preparation of different forms and methodology of data collection along with system of validation of the data so collected.
- c) Procurement & installation of software and required accessories at BCCL HQ.
- d) **DASHBOARD:** Web and mobile app based Dashboard tool giving bird’s eye view to senior management about the critical activities and project progress irrespective of their location.
- e) **Manual:** A detailed monitoring and evaluation manual would be prepared covering each facet of the M & E System.

All relevant permits & licenses required for establishment, operation & maintenance of the M&E system shall be procured in name of BCCL.

Part 2 Monitoring and Evaluation

Monitoring: The monitoring of project status by comparing schedule/ progress of running and completed activities vis-à-vis as scheduled activities. Main deliverables would be reports of various forms.

The reports would be of basically three types:

- a) **Scheduled Reports:** Weekly, Fortnightly and monthly reports would be generated automatically by the system and would be distributed to the different stakeholders.
- b) **Exception Report:** It would be generated by the system as and when exception occurs. There would be system of anticipating exception beforehand and inform the owner of the activity accordingly. When the exception takes place, the management shall be informed in the following manner

Sl. No	Exception Duration	Circulation to
1	Less than one week	Project Officer
2	Greater than one week but less than two weeks	GM (P&P), GM (CMC), GM (WASHERY) and Project Officer
3	Greater than two weeks but less than one month	Director Technicals, GM (P&P)

		GM (CMC), GM (WASHERY) and Project Officer
4	Greater than one month	CMD, Director Technicals, GM (P&P), GM (CMC), GM (WASHERY) and Project Officer

- c) **Query Based Report:** In addition to the routine reports, the system should be able to automatically generate Reports in response to any query concerning issues of the Project Implementation.

Evaluation: The evaluation of project status by comparing monitoring reports generated time to time. The Main deliverable would be mainly scheduled reports.

- a) **Scheduled Reports:** Quarterly and Monthly Evaluation Report: This Evaluation Report will contain project wise analysis of performance of projects along with identification and quantification of structured recommendations. These recommendations will highlight the area where focused attention is required immediately as well as risk may occur in future creating potential impact in the successful implementation of the Project.

The type of Reports and level of reporting is depicted in the following chart:

Report Title	Content	Circulation to	Delivery Mode
Yearly Project Report	Yearly Report combining all the projects within scope of work - past performance and KPIs of the year ahead.	CMD, DTs, GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs	Soft Copy
Quarterly Monitoring Project Report	Report combining all the projects within scope of work- past performance and KPIs of the Qtr ahead.	CMD, DTs GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs	Soft Copy
Quarterly Project Evaluation Report	Project wise, issue type wise analysis and recommendations at BCCL level.	CMD, DTs GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs	Soft Copy
Monthly Project Monitoring Report	Monthly Project Report consisting all the major activities in detail - past performance and KPIs	CMD, DTs GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs, Project Officer	Soft Copy
Monthly Project Evaluation Report	Project wise, issue type wise analysis and recommendations at BCCL level.	CMD, DTs, GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs	Soft Copy
Fortnightly Project Monitoring Report	Monthly Project Report consisting all the major activities in detail - past performance and KPIs	CMD, DTs, GM(P&P), GM(CMC), GM(WASHERY) Concerned Area GMs Project Officer	Soft Copy
Query Based Monitoring Report	Query based monitoring report as when required.	As per requirement	Soft Copy

Monthly monitoring report	As per quarterly monitoring report being prepared by BCCL	DTs, GM (P&P), GM(CMC), GM(WASHERY)	Soft copy
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Note- In addition to the above, the consultant shall be required to collect the validated data and update the requisite formats available with BCCL in respect of portals being maintained and monitored by Government Agencies.

(Handover):

Manual:

Manual to be updated on the basis of experience gathered during the operation and maintenance of the M&E system. A final manual to be handed over.

Training:

- a. Documented standard operating procedures for use of this M&E system for purpose of training and ongoing reference (including work flows and screenshots)
- b. To conduct Workshop for training of all individuals to be engaged by BCCL in M&E system.

The system user will be trained in all the modules of the M&E system including customized modules and all the customization source codes shall be sole property of BCCL and the same would be handed over to BCCL on regular basis.

Documents:

All other documents/ licenses/ AMCs etc. to be handed over to/ endorsed in favour of BCCL at the time of handing over.

Presentations:

To be prepared and submitted as & when required by BCCL.

SECTION - 6

PRICING FORMAT (PRICE BID)

6.1 Monthly price for establishment of monitoring and evaluation system through a Project Monitoring and Evaluation Unit (PMEU) for implementation of projects & contracts in BHARAT COKING COAL LIMITED (BCCL) (including training):

Sl.	Project Type	Number of Projects	Lump Sum Monthly (Rs.)
1	Discontinued MDO Projects	06	
2	Ongoing Projects/ Upcoming/other MDO Projects	05	
3	Washery	05	
4	Hired HEMM Contracts	27	
5	Transportation Contracts	08	
	Total Lump Sum Monthly (Rs.)		

Amount in words

ANNEXURE-I**LIST OF PROJECTS FOR MONITORING & EVALUATION**

Sl no	Project Type	Project Name	Area	Peak Capacity (MT)
01	Discontinued	Kharkhree Coal Mine	Govindpur	1.2
02	MDO Projects	Salanpur AGKC Coal Mine	Katras	1.4
03		Loyabad Coal Mine	Sijua	1.285
04		PB Coal Mine	P B	2.7
05		Amlabad Coal Mine	E J	0.3
06		Madhuband Coal Mine	Barora	0.45
07		Ongoing Projects/ Upcoming/other MDO Projects	Amalgamated NT-ST Kujama OCP	Lodna
08	Moonidih XV Seam		W J	2.5
09	Muraidih UG project		Barora	2.0
10	ABOCP Highwall Project		Block-II	0.55
11	Rajapur OCP/SJ Colliery Highwall project		Bastacolla	0.525
12	Washery	5.0 Mtpa Madhuband NLW Washery		5.0 Mtpa
13		5.0 Mtpa Patherdih NLW Washery		5.0 Mtpa
14		2.5 Mtpa Patherdih NLW Washery		2.5 Mtpa
15		2.0 Mtpa Bhojudih NLW Washery		2.0 Mtpa
16		2.5 Mtpa Moonidih Coking Coal Washery		2.5 Mtpa
Sl. No	Project Type	Project Name	Colliery	
17	Hired HEMM Contracts	Phularitand left out patch B, Barwabera, Phularitand patch 7, Muraidih 4A patch	AMP colliery	
18		Damoda A-3 patch	Damoda colliery	
19		ABOCP new Benidih patch, Nadkharkee patch	ABOCP	
20		New Akashkinaree patch-H	NAKC	
21		Amal. Block-IV GVP patch-D	ABGC	
22		AKWMC(kantapahari phase-II), AKWMC (tetulmari)	AKWMC	

23	Hired HEMM Contracts	Choitudih patch-B	AGKCC		
24		Pahari patch, Beldari patch	Tetulmari colliery		
25		Tetulmuri patch –A	Mudidih colliery		
26		Patch-B	Nichitpur colliery		
27		Patch-X	Sendra Bansjora Colliery		
28		Patch-B, Patch-D	Kankanee Colliery		
29		Patch-P	ADIC		
30		Patch-C	NGKC		
31		Patch-DE	ENA Colliery		
32		Patch-C	East Bassuriya		
33		Patch-R	GKKC		
34		Patch-B, Phase-I extended fire patch	Gopalichuck Colliery		
35		OCP-I	Bastacolla Colliery		
36		NC Patch-2	Amalgamated Bera Dohari Kuya Colliery		
37		Rajapur/SJ hired	ROCP		
38		Mega Patch-D	Joyrampur Colliery		
39		Patch-G	Khujama Colliery		
40		4A Patch	Bhowra South		
41		C-2 Patch	Bhowra North		
42		X2, Eastward extended fire patch, , COCP fire Patch A	ASP Colliery		
43		Patch-B	Dahibari Basantimata Colliery		
SL.No		Project Type	Project Name	Area	
44		Transportation contracts	All long term transportation contracts including allied activities	Barora	
45	All long term transportation contracts including allied activities		Block-II		
46	All long term transportation contracts including allied activities		Govindpur		
47	All long term transportation contracts including allied activities		Katras		

48		All long term transportation contracts including allied activities	Sijua	
49		All long term transportation contracts including allied activities	Kusunda	
50		All long term transportation contracts including allied activities	Bastacolla	
51		All long term transportation contracts including allied activities	Lodna	