

**BHARAT COKING COAL LIMITED**

A Mini Ratna Company

Koyla Bhawan, Koyla Nagar, Dhanbad - 826005

CIN - U10101JH1972GOI000918

(A Subsidiary of Coal India Limited)

(Under Jurisdiction of Dhanbad Court only)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

WASHERY CONSTRUCTION DIVISION

Koyla Bhawan (L VI), Koyla Nagar

Dhanbad - 826005, Jharkhand, India

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E-Tender Notice No.: BCCL/Washery/2021/WCD/260**Dtd :18.02.2021.****DETAIL E-TENDER NOTICE**

1.0 Bid/ Offers are invited on-line on the website <https://coalindiatenders.nic.in> from the bidders enrolled on this site with Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of Works	BID SECURITY	Schedule (4190 days)	
		Construction	Operation & Maintenance
<p>Setting up of a Moonidih Coking Coal Washery, BCCL (2.5 MTY) on BOM Concept.</p> <p>a. Scope of Work: Setting up of a Coking Coal Washery Plant at Moonidih, in the vicinity of existing Moonidih Washery, BCCL on BOM concept. The work consists of Planning, Design & Engineering, Selection of necessary equipment & machinery, Procurement, Delivery, Erection/ Installation alongwith all associated Civil & Structural works, Testing, Successful Commissioning of Coal Washing Plant including PGT with two years' critical spares, works required for completion of entire project even if not specifically mentioned and all allied activities as well as its subsequent Operation & Maintenance for supply of clean/ metallurgical coal & 2nd product (middlings) of requisite quality to BCCL's customers through fast loading system of clean coal on BOM Concept.</p> <p>b. Throughput Capacity: 2.5 million tonnes per annum (Mtpa) of raw coal dry.</p> <p>c. Provision of Fund and Infrastructure: BCCL will provide the capital funding for set up of washery and other infra-structural facilities like land, water, power etc.</p> <p>d. Location: In the vicinity of existing Moonidih Washery of BCCL</p>	<p>NIL (Bidders shall have to sign a Bid securing declaration as per Enclosure-X of Tender Document in place of EMD)</p>	<p>18 (eighteen) months i.e. 540 (Five Hundred Forty days) (including PGT) from the date of the signing of the contract</p>	<p>10 (ten) years i.e. 3650 (Three thousand six hundred and fifty) days with a provision of reviewing by the owner for renewal of the contract for each term of five years thereafter on the basis of same terms and conditions</p>

2.0 Time Schedule of Tender

Sl.No	Particulars	Date	Time
1.	Tender e-Publication date	18.02.2021	
2.	Start date for Document download	18.02.2021	05.00 PM
3.	Last date for Document download	05.04.2021	05.00 PM
4.	Start date for seeking Clarification on-line by bidder	18.02.2021	05.00 PM
5.	Last date for seeking Clarification on-line by bidder	18.03.2021	05.00 PM
6.	Last date for replies to Clarifications sought by bidders	25.03.2021	05.00 PM
7.	Start date for Bid/Offer Submission	19.02.2021	10.00 AM
9.	Last date for Bid/Offer submission	05.04.2021	05.00 PM
10.	Bid/Offer Opening date (Part – 1)	07.04.2021	11.00 AM
11.	Bid/Offer Opening date (Part – 2)		

3.0 Deposit of Bid Security

There shall be no EMD/Bid security for this tender. However, in place of EMD/Bid security the bidder will have to submit a “Bid Securing Declaration” in the Undertaking format at Enclosure-X, accepting that if they withdraw or modify their bids during the period of bid validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

Note: The above provision shall also be applicable for the Online User Portal Agreement

4.0 Project Financial Security (PFS)

For smooth execution of the contract, the preferred bidder on issue of LoA shall essentially submit a Bank Guarantee (BG) for a sum equivalent to the 10% of the set-up cost (quoted by the Preferred bidder and accepted by the company), before signing of the agreement towards the security of the project, details of which are given under Cl. No. 4(A).2 of this bid document.

5.0 General Instruction For Bid Security / Project Financial Security / Other Security:

Refer Clause No. 4 (A).2 of this document.

6.0 Pre-bid Meeting (Not Applicable)

7.0 Seeking Online Clarification by Prospective Bidder

The bidder may seek clarification on-line within the specified period. The identity of the Bidder will not be disclosed by the system. However, the management will clarify the relevant queries as far as possible. The clarifications given by BCCL will be visible to all the bidders intending to participate in this tender.

8.0 On-Line Bid Submission 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-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement. However, tender notice will also be accessed through websites such as www.eprocure.gov.in

9.0 Eligible Bidders

9.1 Any bidder enrolled in the site <https://coalindiatenders.nic.in> having 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 subject to his qualification as per Clause no 10.0 of this detail e-tender notice. The bidder may be a** proprietary firm/ registered partnership firm/ body corporate / joint stock Company or equivalent in case of foreign bidder(s) or Lead member of a consortium. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

All Indian bidders should be registered under GST and should possess GST Registration Certificate (with GSTIN).

9.2 ROUTE OF BIDDING

9.2.1 SOLE BIDDER ROUTE

In case, the Bidder meets the requirements w.r.t. Cl. No. 10.1.2 and 10.1.3 of this Detail e-tender Notice, he / she may participate as a "Sole Bidder".

9.2.2 ASSOCIATE/ CONSORTIUM ROUTE

In case of Consortium/ Associate Route of participation, the maximum no. of consortium partners may go upto 04 (four) and the Lead Member (Bidder) must have atleast 51% stake in association. Collectively consortium partners must meet both the TQR i.e. towards 'set up' as well as 'operation' of coal washery/ ore beneficiation plant. In this route, individual associate may or may not possess any of the TQR as well as FQR. However, Lead member has to meet the FQR as per Cl. No. Cl. No. 10.1.3 of this Detail e-Tender Notice.

9.3 SUBMISSION OF GST REGISTRATION CERTIFICATE, MOU & POA (TO BE SUBMITTED BY BIDDERS AS A CONFIRMATORY DOCUMENT)

Indian Bidder (Sole bidder or Lead member of consortium) shall furnish scanned copy of GST registration certificate issued by appropriate Authority.

In case the work is awarded to a Foreign Bidder (Sole bidder or Lead member of consortium), It shall be liable to get registered itself under GST in India and submit GST Registration Certificate (with GSTIN) before execution of the Agreement.

Bidder(s) shall upload a MoU with his Associate(s) / Consortium partner(s) as per format given in the Exhibit 1 of this bid document. This MoU shall be signed by all the Consortium partners, through their respective legally authorized signatories. This authorization shall be evidenced by uploading a Notarised Power of Attorney as per Exhibit-2.

9.4 SUBMISSION OF JDU

The Preferred Bidder shall furnish a JDU (Joint Deed of Undertaking) in accordance with the MoU already uploaded prior to signing of Contract (provided the bidder has got LoA on the basis of bid evaluation) with its associates as per format attached at Appendix – 25 or Appendix - 26 or Appendix 27 - or Appendix - 28 in the bid document as the case may be wherein the Bidder and his associate(s), shall be jointly and severally responsible for setting up of Coal Washery as well as performance of the contract with regard to operation & maintenance as per the period specified hereafter.

i) In case the Bidder (Lead Member) himself meets the TQR as stipulated at Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) then at least one of its associates must meet the other TQR as stipulated at Cl. No. **10.1.2.1** of this detail e-tender notice (towards set up). In such case, any of the associate(s) other than the Lead Member (LM) may have the liberty to dissociate any time but after a minimum period of one year from the date of expiry of Guarantee Period of the Coal Washery. However, the Bidder (LM) having TQR of Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) shall have to continue for the entire contract period.

ii) In case the Bidder (Lead Member) himself meets the TQR stipulated at Cl. No. **10.1.2.1** of this detail e-tender notice (toward set up) then at least one of its associate(s) must meet the other TQR as stipulated at Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation). In such case, any of the associate(s) except one associate having TQR of Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) may have the liberty to dissociate any time but after a minimum period of one year from the date of expiry of Guarantee Period of the Coal Washery. One associate having TQR of Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) shall have to continue for entire term of the contract period alongwith the bidder.

iii) In case, the Bidder (Lead Member) himself meets only the FQR stipulated at Cl. No. **10.1.3** of this detail e-tender notice, then the other associate(s) must collectively meet both

the TQR (Cl. No. **10.1.2.1** of this detail e-tender notice i.e. towards set up & Cl. No. **10.1.2.2** of this detail e-tender notice i.e. towards operation). In such case, any of the other associate(s) except one associate having TQR of Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) may have the liberty to dissociate any time but after a minimum period of one year from the date of expiry of Guarantee Period of coal washery. However, the Bidder (LM) having FQR of Cl. No. **10.1.3** of this detail e-tender notice alongwith one of the associate(s) having experience of Cl. No. **10.1.2.2** of this detail e-tender notice (towards operation) shall have to continue for the entire contract period.

iv) In case, the Bidder (Lead Member) himself meets both the TQR stipulated at Cl. No. **10.1.2** and FQR stipulated at Cl. No. **10.1.3** of this detail e-tender notice, then the other associate(s) may not be required to meet any of the qualification requirement i.e. TQR stipulated at Cl. No. **10.1.2** and FQR stipulated at Cl. No. **10.1.3** of this detail e-tender notice In such case, any of the other associate(s) may have the liberty to dissociate any time but after a minimum period of one year from the date of expiry of Guarantee Period of coal washery. However, the Bidder (LM) having both TQR of Cl 10.1.2 and FQR of Cl. No. **10.1.3** of this detail e-tender notice shall have to continue for the entire contract period.

10.0 ELIGIBILITY CRITERIA FOR BIDDING

The Technical and Financial Qualification Requirement of the Bidders and/or Associate(s) for coal washery under “Build- Operate-Maintain” (BOM) concept should meet the qualifying requirement as stipulated hereafter. Any Associate including Lead member in consortium route shall not be a partner of another Bidder bidding for the same coal washery. Further, any Bidder bidding on its own for a particular coal washery shall not associate with other Bidder(s) for the same washery.

Non-compliance of any of the eligibility criteria and terms and conditions of Bid document may lead to rejection of the offer.

10.1 DESIRED PROFILE & CAPABILITY OF BIDDERS / ASSOCIATES

10.1.1 PROFILE

The Bidder/ Associates shall be proprietary firm/ registered partnership firm/ body corporate / joint stock Company or equivalent in case of foreign bidder(s).

10.1.2 TECHNICAL QUALIFICATION REQUIREMENT (TQR)

The Bidder(s) should have access (either of their own in case of sole bidder route or through their associates in case of associates/ consortium route) to the state-of-the-art technology and previous experience from concept to commissioning which inter-alia includes planning, design & engineering, selection of necessary equipment & machinery, procurement, delivery, erection/ installation, testing, successful commissioning of Coal Washing Plant/ Ore Beneficiation Plant and all allied activities including PGT as well as operation & maintenance of Coal Washery/ Ore

Beneficiation Plant, so as to execute the subject work of Coal Washery and ensure reliable, uninterrupted supply of desired quantity & quality of clean coal for the client(s) of BCCL. Technical qualification requirements (TQR) are detailed hereafter:

10.1.2.1 TECHNICAL QUALIFICATION REQUIREMENT FOR 'SET UP'

Bidder should have set up (during the last ten (10) years ending last day of month previous to the one in which bid is invited) at least single Coal Washery/ Mineral Beneficiation Plant of capacity 2.5 Mtpa based on Jig/ Heavy Media Separation (Bath/ Drum/ Cyclone or combination thereof) / Flotation or Spiral (for fine coal recovery) technology/ combination thereof.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a. Name of the Coal Washery/ Ore Beneficiation Plant set up
- b. Material Handled (Coal/ Ore)
- c. Complete address of the plant
- d. Whether Coal Washery/ Ore Beneficiation Plant is owned by bidder/Associate/ Client (Third Party)
- e. Name of the Client (Third Party) (if owned by client, else N.A.)
- f. Ref. No. & Date of Award of Work (if owned by client, else N.A)
- g. Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning
- h. Plant capacity (in Mtpa)
- i. Date of Commissioning of the plant
- j. Technology used in the referred plant (Jig/HM Separation/Spiral/Flotation/ combination thereof)

The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

10.1.2.2 'OPERATING' QUALIFICATION REQUIREMENT

Bidder should have minimum two (2) years experience of operating the single Coal Washery/ Mineral Beneficiation Plant (during the last ten (10) years ending last day of month previous to the one in which bid is invited) that processed at least 2.5 Mtpa of raw coal / ore in one year based on Jig/ Heavy Media Separation (Bath/ Drum / Cyclone or combination thereof)/ Flotation or Spiral (for fine coal recovery) technology/ combination thereof.

2 years' experience may be any two years during the above said period. Each year in this regard is defined as a continuous 365 days.

In respect of the above eligibility criteria the bidders are required to furnish the following information online in the Technical Parameter Sheet:

- a. Name of the Coal Washery/ Ore Beneficiation Plant operated
- b. Material Handled (Coal/ Ore)
- c. Complete address of the plant
- d. Whether Coal Washery/ Ore Beneficiation Plant is owned by bidder/Associate/ Client (Third Party)
- e. Name of the Client (Third Party) (if owned by client, else N.A.)
- f. Ref. No. & Date of Award of Work (if owned by Client (Third Party), else N.A)
- g. Plant capacity (in Mtpa)
- h. Whether the scope of work for the reference plant included Operation of Plant and Maintenance of Plant
- i. Quantity of Raw Coal/ Ore (tonne) handled by the plant during period indicated by Bidder/ Associate(s)
Year 1 :
Year 2 :
- j. Technology used in the referred plant (Jig/HM Separation/Spiral/Flotation/ combination thereof)

The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.

10.1.3 FINANCIAL QUALIFICATION REQUIREMENT (FQR)

The Bidder in case of Sole Bidder Route & Lead Member in case of Associate/ Consortium Route should have adequate financial capability in terms of average annual financial turn-over and working capital to meet the financial commitments commensurate with the scope of work. This financial capability of bidders shall be evaluated for those bidders who will continue to perform the obligations towards the execution of the subject work for the entire contract period, such as sole bidder or Lead Member in case of Consortium/ Associate Route. Financial qualification requirements (FQR) are detailed hereafter:

10.1.1.3.1 TURNOVER

Average annual financial turnover during last 3 (three) years, ending 31st March of the previous financial year in which the bid is invited should be at least INR 50 Crores (Fifty Crores) or its equivalent in USD supported by furnishing audited Annual Reports & Accounts.

Average Annual Financial Turnover shall be given a weightage of 5% per year (average annual rate of inflation to bring them at current price level) for INR for arriving out the average Annual financial Turnover.

In case the turnover is furnished in USD, then the updated average turnover in INR will be computed as:

Sum of turnover for previous three years in USD/3 X Rs 74.4734 (as on 09.03.2020).

In respect of the above eligibility criteria the bidders are required to furnish the following information online in the Technical Parameter Sheet:

Annual financial turnover in INR/USD alongwith Chartered Accountant or Equivalent Authority (in case of USD) name and membership number who has certified the same for the following year of the bidder/ lead member:

- a) 2017-18
- b) 2018-19
- c) 2019-20

10.1.3.2 WORKING CAPITAL

Evidence of possessing adequate working capital for execution of the contract should be of at least INR 34 Crores (Thirty Four Crores) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. A proper certificate in this regard shall be submitted from Bank/ Financial Institution/ Registered Chartered Accountant.

The certificate w.r.t. Working Capital should be issued maximum 90 days before the e-Publication date of NIT.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a) Amount (in INR crores) possessed in form of working capital by the bidder/lead member alongwith Ref No. of issuing authority

NOTE : 1. Notwithstanding any pre-bid check on qualification, BCCL reserves the right to undertake any post-bid verification and/ or evaluation of qualification of bidders as deemed necessary.

2. Even though the bidders meet the above criteria, they are subject to disqualify, if they have a) Made misleading or false representation in the offer uploaded in the proof of Qualification requirement; and/or b) Record of poor performance such as

abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

11.0 SUBMISSION OF OFFER:

a. In order to submit the offer, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in/>) with valid Digital Signature Certificate (DSC) 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 which shall be evidenced by Exhibit - 3. The enrollment on the portal must be in the name of sole bidder, if bidding in Sole bidder route or in the name of Lead member, if bidding in the Consortium/Associate Route.

b. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of bid document including conditions of Contract and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid/offer shall be accepted.

c. **Letter of Bid:** The format of Letter of Bid (as given in Enclosure - I of bid document) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid/offer submission in **Cover-1**. This will be the covering letter of the bidder for his submitted offer. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with bid document, then the offer will be rejected.

d. **Technical Parameter Sheet:** The Technical Parameter Sheet i.e. **TPS** containing the technical specification in Excel format alongwith qualification requirement will be downloaded by the bidder and he will furnish all the required information in this **TPS** in the desired format. Thereafter, the bidder will upload the same **TPS** during bid/offer submission. Non-compliance of any specification parameter of any item will disqualify the bidder. The bidder whose **TPS** is incomplete and not submitted as per instruction given above will be

rejected. The bidder shall be responsible for the authenticity and correctness of the information being submitted by him in the TPS and for this he/she has to accept the provisions given in user portal agreement. Bidder(s) shall have to upload all the confirmatory documents in support of his online submitted information in TPS in Cover – 1 (Qualifying Documentary evidences i.e. Exhibits) and Cover – 2 (Technical documentary evidences i.e. Appendices) as enlisted in Cl. No. 14.0 of this detail e-tender notice.

- e. **Price bid/offer:** The Price Bid/offer i.e. **BoQ** containing the details of set-up cost, Washing Cost per tonne of raw coal (dry), Guaranteed yields along with consumption of water & power per tonne of raw coal (dry) will be in Excel Format and the same will be downloaded by the bidders. They will quote for all items on this **BoQ** in accordance with Cl. no. 22 of this detail e-tender notice. Thereafter, the bidder will upload the same **BoQ** during bid/offer submission in Part -2 (**Cover – 3**). This file will be digitally signed and uploaded by the Bidder. Lowest bidder will be decided after evaluation as per the terms & conditions of Bid Document. The **BoQ** comprises of 4 (four) sheets.

While filling up the Price bid, the bidder has to fill the “Yield” sheet first wherein the bidder will quote the maximum yield(dry)% of clean coal corresponding to its raw coal ash (dry)%. The minimum guaranteed yield (dry) % of clean coal at mid ash raw coal (dry)% will be considered for evaluation of price bid.

After furnishing the details in the “yield” sheet the bidder has to fill all the price inputs in the “Price bid” sheet in the desired format.

The system will compute the amount of GST and GST (Compensation to State) Cess, as per the predefined logic in BoQ sheet.

The overall impact to decide the L1 bidder shall be computed by an in-built pre-defined business logic given in the BoQ in accordance with Cl. No. 6.8 of section 6 of bid document after considering the impact of Yield over and above the discounted cash outflow arrived from inputs submitted by the bidders based on Cost to Company. This overall impact will be displayed in the “BoQ” sheet of the Price bid to the bidders after filling the details as given above.

‘Cost to Company’ shall mean the “Total Value (i.e. Base price + taxes and duties) quoted by the bidder” excluding “CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit”.

The Price Bids/offers of the bidders will have no condition. The bidder whose **BoQ** is incomplete and not submitted as per instruction given above will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.

- f. In case the Bidder/ Consortium Partner(s) being a Subsidiary company/ JV Company, submitting its Bid on the financial strength and/ or technical competence of its holding company/ JV Partner(s), it has to obtain and produce a Letter of Undertaking as Exhibit-5, to the effect that in case of any untoward happenings towards the successful execution of the

contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of this Bid Document as applicable and attributable to Bidders/ Consortium Partner's account, its holding company/ JV Partner(s) shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of Bidder/ Consortium Partner(s).

- 12.** All documents relating to the online Bid shall be in the English language. The offers along with all the supporting documents are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No offer shall be accepted off-line.
- 13.** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, the Owner shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- 14.0** The scanned copy of following documents will be uploaded by the bidder while submitting bid online:

PART-1 (COVER-1)- COMMERCIAL BID		
Sl. No.	Particulars	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Letter of Bid [Ref.CI.No.11(c) of this Detail e-Tender Notice]	Letter of bid on Bidder's letter head as per Format given in the bid document (As per Enclosure - I) .
2	Profile [Ref.CI.No.10.1.1 of this Detail e-Tender Notice]	The bidder and Associate(s) has to furnish any one document out of the following in support of their profile: <ol style="list-style-type: none"> 1. Registered Partnership deed, if a Partnership firm. 2. Certificate of Incorporation, MoA and Article of Association in case of Company. 3. Affidavit for Proprietorship firm or any document issued by any statutory body in support of Proprietorship firm. 4. Any equivalent document in case of foreign firms
3	Goods and Service Tax [Ref. CI.No. 9.1 and 9.3 of this detail e-tender Notice]	The following documents establishing the status of bidder <ol style="list-style-type: none"> a) Status: GST registered Bidder - GST Registration Certificate issued by appropriate authority. b) Status: Foreign Bidder - An undertaking declaring that if the work gets awarded to them then they shall get themselves registered under GST and shall submit the GST Registration Certificate (with GSTIN) before execution of the Agreement.

RFQ & RFP FOR MOONIDIH COKING COAL WASHERY, BCCL (2.5 MTY) ON BOM BASIS

4	Route of bidding, Role of Bidder & their Percentage Stake [Ref.CI.No.9.2 of this Detail e-Tender Notice]	<p>a) For Associate/Consortium route: Memorandum of Understanding with Associates, in case of Associate/ Consortium route of bidding as per Format given in the bid document (As per Exhibit - 1).</p> <p>or</p> <p>b) For Sole Bidder: furnish the same as “Not Applicable”.</p>
5	Power of Attorney [Ref.CI.No.9.3 of this Detail e-Tender Notice]	Power of Attorney as per Format given in the bid document (As per Exhibit - 2) .
6	Undertaking by Holding Company/JV Partners [Ref Cl.No. 11(f) of this Detail e-Tender Notice]	<p>a) For Subsidiary Company/JV Company bidding on the strength of Holding Company/JV Partners: Undertaking by Holding Company/JV Partners as per Cl.No. 11(f) of this Detail e-Tender Notice (As per Exhibit - 5).</p> <p>or</p> <p>b) If not bidding on the strength of Holding Company/JV Partners, furnish the same as “Not Applicable”.</p>
7	Technical Qualification Requirement [Ref. Cl.No. 10.1.2 of this Detail e-Tender Notice]	Affidavit regarding correctness of information furnished w.r.t Technical Qualification Requirement, online in the Technical Parameter sheet (As per Exhibit - 6) .
8	Annual Average Financial Turnover [Ref.CI.No.10.1.3.1 of this Detail e-Tender Notice]	<p>Financial Turnover certificate alongwith profit and loss account, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India (As per Exhibit – 4)</p> <p>or</p> <p>The foreign bidders should submit Financial Turnover Certificate based on International Financial Reporting Standards (IFRS), accounting standard certified by a local practicing public accountant/ audit firm duly vetted/ endorsed by the relevant Embassy/ High Commission concerned towards authenticity of document (As per Exhibit - 4).</p> <p>* Relevant Embassy/ High commission means the Embassy/ High Commission in India of the Country where the bidder has obtained Turnover certificate or Country of origin of the bidder.</p>
9	Working Capital [Ref.CI.No.10.1.3.2 of this Detail e-Tender Notice]	<p>Certificate of Availability of Credit in favour of the Bidder, from Bidder’s Banker (Scheduled Bank), issued maximum 90 days before e-Publication date of NIT (As per Exhibit - 4).</p> <p>The Foreign Bidders should submit banker’s Certificate regarding availability of access to credit (issued maximum 90 days before e-Publication date of NIT) duly vetted/ endorsed by the relevant Embassy/ high Commission concerned towards authenticity of document, to meet the requirement of Working capital (As per Exhibit - 4).</p> <p>* Relevant Embassy/ High commission means the Embassy/ high Commission in India of the Country where the bidder has obtained Banker’s certificate or Country of origin of the bidder.</p>
10	Integrity Pact [Ref.CI.No.37 of this Detail e-Tender Notice]	Duly signed and witnessed Integrity Pact as per Format given in the bid document (As per Enclosure - IV) . This should be signed by the bidder along with all the consortium partner/JV Partner, if any, through their respective legally authorized signatories.
11	Authorization for Digital Signature Certificate [Ref.CI.No.11(a) of this Detail e-Tender Notice]	<p>a). If the bidder himself is the DSC holder bidding online then self declaration of the bidder to this effect (As Exhibit - 3).</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 (As Exhibit - 3).</p>

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12	UNDERTAKING	An UNDERTAKING is to be given on Bidder's letter head as per the format given in the bid document (As per Exhibit - 7). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
13	Undertaking by all Partners of Partnership firm [Ref Cl.No. 4(A).37 and 4(A).37A of this bid document]	a) For Partnership firm: Undertaking by all the Partners of Partnership Firm as per Cl. No. 4(A).37 of this Bid document (As per Exhibit - 8). or b) For bidder other than Partnership firm, furnish the same as "Not Applicable".
14	Mandate Form	As per Enclosure-III
15	Annexure 'O'	As per Enclosure- IX
16.	Declaration about Bid Security	As per Enclosure-X
PART-1 (COVER-2)- TECHNICAL BID		
1	Appendix 1	A) Screen Analysis of as received raw coal at mid ash (22.7%) on air dried basis (adb) B) Screen Analysis of raw coal feed to washery at mid ash (22.7%) on air dried basis (adb)
2	Appendix 2	Float & Sink Tests of raw coal feed at mid ash (22.7%) as per process adopted (For different fractions) (adb)
3	Appendix 3	Balance of washed products at mid ash (22.7%) on adb
4	Appendix 4	Description of Process Flow
5	Appendix 5	Process Flowsheet in Block Diagram
6	Appendix 6	Equipment flowsheet indicating complete list of equipment with quantity, capacity and specification
7	Appendix 7	Mass & Ash balance flowsheet for each stage of process on adb at 18.7, 22.7 & 26.7% ash of raw coal and for their corresponding ash % on dry basis separately. Yield % shall match with those furnished in the "Yield" Sheet of BoQ.
8	Appendix 8	Single line power distribution diagram
9	Appendix 9	Schematic diagram of plant automation and control
10	Appendix 10	General arrangement drawing/ layout plan (Drawing shall cover complete scope of work)
11	Appendix 11	A)Details of provision showing fire fighting and water supply arrangement (in accordance with Cl. No. 5(A).30 and 1.11) B) Details of water supply arrangement for the plant (covering complete scope of work)
12	Appendix 12	Technical details of structures of raw coal receiving arrangement at Mine
13	Appendix 13	Technical details of structures of raw coal storage
14	Appendix 14	Technical Details of Structures for Clean coal storage within the washery complex with suitable reclamation arrangement and further despatch of it through fast loading system
15	Appendix 15	Technical Details of Structures for 2 nd Product (Middlings) storage within the washery complex in 500t hopper (for road sale) and in covered

RFQ & RFP FOR MOONIDIH COKING COAL WASHERY, BCCL (2.5 MTY) ON BOM BASIS

		storage (atleast 4000t) with suitable reclamation arrangement and its further despatch through fast loading system of clean coal
16	Appendix 16	Technical details of washery building
17	Appendix 17	Technical details of screen and crusher house
18	Appendix 18	Technical details of Main Mechanical Equipment
19	Appendix 19	Technical details of Main Electrical Equipment
20	Appendix 20	Technical details of Instrumentation, Automation and Control
21	Appendix 21	Performance guarantee parameters of the plant
22	Appendix 22	Performance guarantee parameters of main Equipment
23	Appendix 23	Performance certificate of plants having technology(ies) similar to that proposed for this project but such technologies are not mentioned in Bid Document
24	Appendix 24	Implementation Plan/ Bar chart / PERT Network
25	Enclosure VII	Proforma of manpower (Non-executives) involved during operation of washery
26	Enclosure VIII	List of major items of supply or services for which sub-contractor(s)/ sub-vendor (s) is proposed to be engaged
PART-2 (COVER-3)- PRICE BID		
1	Annexure-1	Break-up of project capital cost alongwith supporting documents w.r.t the rate of applicable taxes & duties

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.

15.0 EXTENSION OF TIME SCHEDULE OF TENDER

15.1 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice, 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.

15.2 If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, for a period of 04 days. This will be reflected in the portal after midnight i.e. start of the next day.

If any of the above extended dates falls on holiday i.e. a non-working day as defined in the e-procurement portal the same is to be rescheduled in the next working day.

In case number of bids received is still less than three, the offers received will be opened. If no offer is received even after extension the tender will be cancelled.

16.0 OPENING OF BIDS

- i) The Technical Bid [Cover-I (Commercial-bid), Cover-II (Technical-bid)] will be opened one day after the Bid submission end date or next working day whichever is later. The technical bid will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
- ii) The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder through a form in an objective and structured manner while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, then the bid will be rejected.
- iii) All the documents uploaded by the Bidder(s) including Letter of Bid and the Evaluation sheet generated by the system online shall be downloaded after opening of Technical bid. After opening and decryption of the Technical bid the “technical bid opening summary” will be uploaded on the same day.

17.0 EVALUATION OF BID

- i. After opening of Technical bid, the documents submitted by bidder(s) in Part-1 as enlisted in NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of Price Bid.
- ii. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by the bidders. The bidders will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 (Seven) days. If the bidder(s) fails to submit the specified document/s in 7 (Seven) days. No further document shall be sought from Bidder.
- iii. It is the responsibility of the bidder(s) to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- iv. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- v. In case bidder(s) submits requisite documents online as per NIT, then the bidder will be considered eligible for opening of Price Bid.
- vi. In case the bidder(s) fails to confirm the online submitted information(s)/declaration(s) by the submitted documents as (ii) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/ declaration(s), then his/their bid will be accepted for opening of Price Bid.
- vii. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the Evaluator and date and time of price bid opening shall be notified online.
- viii. In case none of the bidder complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per instant requirement)
- ix. Preference to Make in India (as applicable) vide order no. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.
- x. Price Bid opening: Price bid shall be opened on scheduled date and time as notified in the e-procurement portal of CIL and L-1 shall be decided as per Clause No- 11 (e) of this e-tender notice.
- xi. In case the L-1 bidder rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.

18.0 The techno commercially accepted L1 Bidder will be notified of the award by registered post by the Company after obtaining Environmental Clearance (prior to expiration of the bid validity period) and will be termed as "Preferred Bidder". Preferred Bidder shall accept the Letter of Award / Acceptance, submit the Project Financial Security (PFS) within 21 days or extension if any after issue of Letter of Award / Acceptance (LOA) and before signing of the Contract and JDU shall also be submitted before the date specified by BCCL, failing to comply any of these the award of work will be cancelled with forfeiture of Bid Security. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the Preferred bidder shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Bid security. The written contract to be entered into between the Preferred Bidder and the Company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Preferred Bidder and the Company.

19.0 REFUND OF BID SECURITY

DELETED.

20.0 Every bidder is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

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 they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

21.0 All duties, taxes (excluding Goods and Services Tax (GST) only) and other levies, royalty, building and construction workers cess (as applicable in states) 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 rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic. However, Bid Price shall be inclusive of GST as it is taken into account automatically by the system.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared 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 & GST Compensation Cess by service availer (i.e. BCCL) to bidder would be made only on latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filling of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder.

Input tax credit is to be availed by BCCL as per rule.

If BCCL fails to claim Input Tax Credit (ITC) on eligible inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of bidder 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 Bidder along with interest, if any.

Note:

An Amount of 1% (one percent) of the work value payable to the contractors will be deducted from all Bills towards the worker's welfare under "The Building and Other Construction Worker's Welfare Cess Act,1996" and "The Building and Other Construction Worker's Welfare Cess Rules,1998"

22.0 Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his offer and the Employer will in no case be responsible and liable for those costs.

23.0 The bidder shall closely study all specifications in detail, which govern the rates for which he is tendering.

24.0 Currencies of Offer and Payment: Bidder may offer rates in INR or US Dollar or combination thereof. This shall be applicable for bidding as well as for payment. For evaluation purpose the conversion rate of US Dollar shall be considered as INR 74.4734 as on 09.03.2020. "Partial Conversion" means combination of INR and USD. Under "Partial Conversion" against an item, bidder can quote either in INR or in USD or in combination thereof.

25.0 The work should be completed within the stipulated period which shall be reckoned from the next day of executing agreement.

26.0 The bidder(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

27.0 Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

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

29.0 Bid Validity

The validity period of the tenders shall be **480 (Four hundred eighty)** days from the end date of bid/offer submission. Letter of intimation will be given to the Lowest Bidder preferably within 100 (one hundred) days from the end date of bid submission after obtaining approval from the

competent authority of BCCL. However, in case letter of intimation could not be issued within 100 days, the bidder shall have no right to claim compensation on this account.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made 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 offer.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his offer or alter the offer or any terms/conditions thereof without consent in writing of the Company. In case the bidder violates to abide by this, the Company will be entitled to take action as per **clause No.30** (Modification and Withdrawal of Offer) of Detail e-Tender Notice of bid document.

30.0 Modification and Withdrawal of Offer:

Modification of the submitted offer shall be allowed online only before the deadline of submission of offer and the bidder may modify and resubmit the offer on-line as many times as he may wish.

Bidders may withdraw their offers online within the end date of offer submission. However, if the bidder once withdraws his offer, he will not be able to resubmit the offer in this tender.

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

Bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.

The Price-bid of remaining bidders will be opened and the tender process shall go on.

b) If the request is received after online notification for opening of price bid, the the bidder will be debarred for minimum 2 (two) years from participating in tenders in CIL and its subsidiaries. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

1. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
2. If the bidder withdrawing his bid is L1, then re-tender will be done.

Note :

i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority stating that the bidder is debarred for 2 (two) years (in case of clause-a &b) from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas of the Subsidiary and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

31.0 The Owner reserves the right to change the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

32.0 This Detail E-Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as per bid documents and work item documents, forms an integral part of this bid document and shall also form a part of the contract agreement. +

33.0 No subletting of work as a whole by the contractor is permissible. For further details refer clause 4(A).3 of bid document.

34.0 Non-Disclosure/ Confidentiality Clause:

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 and 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 BCCL, 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.

BCCL also desires that the bidder shall hold 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 BCCL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall 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 any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

35.0 The Owner does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reasons whatsoever.

36.0 The laws applicable to this contract shall be the laws in force in India. Matter relating to any dispute or difference arising out of the current tender process and subsequent Contract entered shall be subject to the jurisdiction of Dhanbad Court only.

37.0 Integrity Pact: All the bidders submitting their offers are accepting the Integrity Pact as given in the Enclosure -V of this bid document through the User Portal Agreement. The bidders are requested to go through the integrity pact which is a part of the bid document. Bidder(s) shall upload the Integrity Pact duly signed by bidder along with all the Consortium partners, if any, through their respective legally authorized signatories. **Shri Pramod Deepak Sudhakar and Shri Aditya Prakash Mishra has been nominated as Independent External Monitor for this Bid, whose contact details are indicated as under:-**

Name	Address	Contact Number
1. Shri Pramod Deepak Sudhakar, IAS (Retd.)	A-002, Stellar Park Apartment, C-58/24, Sector-62, Noida-UP-201301 Email Id: sudhakarpd2@gmail.com	09818759955
2. Shri Aditya Prakash Mishra, IRSE (Retd.)	Flat No-24, Aster-1, Vatika City, Sohna Road, Sector-49 Gurgaon-122003 Email Id: apmishra53@gmail.com	-

38.0 Restriction of bidder from a country which shares a land border with India and on sub-contracting to contractors from such countries

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as per details given in Clause -14.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder" from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An agent is a person employed to do any act for another or to represent another in dealings with third person.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An agent is a person employed to do any act for another or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidder must submit Certificate as per format given at Annexure XII in compliance to order no., F. No.6/18/2019-PPD dt 23/7/20 Of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to "restriction of bidders from a country which shares a land border with India and on sub-contracting to contractors from such countries "

AND

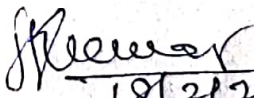
(b) Valid registration from competent authority (If applicable).

Registration should be valid at the time of submission of bid and acceptance of bids.

2. Regarding registration with Competent Authority, Annexure-XIII may please be referred.

3. Regarding exclusion from restriction, Annexure-XIV may please be referred.

39. BCCL reserves the right to change, modify, add or alter the bidding process at any stage under intimation to all the bidders.


18/2/2021

General Manager (WCD), BCCL

Ref No. : BCCL/WCD/MND/2021/ 109(H)

Date : 18.02.2021.

Copy to:

1. Shri Pramod Deepak Sudhakar, IAS(Retd.)

Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida,

UP-201301, E-Mail ID: sudhakarpd2@gmail.com

RFQ & RFP FOR MOONIDIH COKING COAL WASHERY, BCCL (2.5 MTY) ON BOM BASIS

2. Shri Aditya Prakash Mishra, IRSE(Retd.),

Address: Flat no. 24, Aster-1, Vatika City, SohnaRoad , Sector 49L,

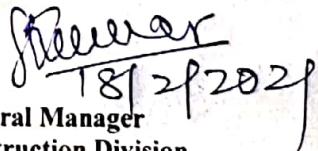
Gurgaon, Harayana-122003, E-mail ID: apmishra53@gmail.com

3. D(T) OP /D(T) P&P /D(F) /D(P)/CVO, BCCL- for kind information

4. TS to CMD, BCCL – for kind information of CMD.

Distribution

1. GM (Co-ordn.)/ GM(F) I/C / GM(MM)/ GM(M&S) / GM(E&M)/ GM(IE)/GM(Estate), / GM(CMC)/HOD (P&P)/HOD(Survey)/HOD(Envt), BCCL
2. GM (System), BCCL – with a request to upload on BCCL Web Site.
3. GM(EED), CIL – for kind information.
4. GM (Admn) with a request to display this Notice in Koyla Bhawan Notice Boards.
5. All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.
6. Office of the Desk Incharge, BCCL, MM division, 4th floor, 6, Lyons Range, Kolkata-700001.
7. CGM/GM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL
8. GM(CMP), CMPDI HQ, Ranchi.
9. RD, CMPDI, RI-II, Dhanbad.
10. PRO, BCCL


18/2/2021
General Manager
Washery Construction Division