
Bengal Birbhum Coalfields Limited(BBCL)

Bidyut Unnayan Bhaban, Block - LA, PlotNo. 3/C, Sector-III, 7th Floor
Salt Lake City, Kolkata – 700098

NIT NO.: BBCL/Land/16/93 Dtd: 27/12/2016



Request for Proposals (RFP) for preparing Present Land Use Map through satellite Imagery Study and DGPS/Total Station survey along with detailed Topographical and Surface Feature Study required for operationalization of Deocha-Pachami-Dewanganj-Harisingha Coal Block of Bengal Birbhum Coalfield, Birbhum District, West Bengal.

December - 2016



BENGAL BIRBHUM COALFIELDS LIMITED

Corporate Identity No. : U10300WB2015SGC207911

**Registered Office : 'Bidyut Unnayan Bhaban' 7th Floor, 3/C, LA-Block, Sector-III,
Bidhannagar, Kolkata – 700098**

Phone Nos. : 033 2339 3210/3202 Fax : 033 2339 3286

Bengal Birbhum Coalfields Limited (BBCL) invites participation in the open tender from reputed Agency/Firms with relevant experience and technical and managerial competence in mining sector (as per qualification criteria) in undertaking Satellite Imagery Study along with DGPS/Total Station Survey for BBCL for development of Deocha-Pachami- Dewanganj-Harisingha Coal Block in Birbhum District , West Bengal.

Qualified Agency/Firms may take part in the bidding process where techno-commercial proposals are sought.

Once the techno-commercial bids are received in response to the RFP, the parties will be required to make a presentation before an Evaluation Committee which will assess the techno-commercial suitability of the concerned parties. The final selection of the Agency/Firms will be made on the basis of the techno-commercial capability assessed through presentation and the price bid with 60% and 40% weightage respectively.

The detailed format of submission of RFP may be downloaded from the web sites of BBCL, WBMDTCL and WBPDCCL.

The Managing Director

BBCL



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Preamble

Deocha-PachamiDewanganj- Harisingha coal block is located in Birbhum District of West Bengal. District Town Suri is 20 Kms to the south of this block and Mollarpur railway station in Eastern Railway is the nearest railhead, 12 km from the block. Nearest road connectivity is Panagarh-Moregram National Highway No.60.

Ministry of Coal (MoC), Government of India (GoI) is in the process of making final allocation of the coal block.

Now, BBCL, as a part of its preliminary activities, intends to engage a reputed Agency/Firms for preparing the base land use maps including DGPS/Total Station survey for Development of Deocha- Pachami-Dewanganj-Harinsigna Coal Block allotted to the Bengal Birbhum Coalfields Limited.



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SCHEDULE OF TENDER (SOT) FOR APPOINTMENT OF AGENCY/FIRM

1	RFP NO.	BBCL/Land/16/93 Dtd: 27/12/2016
2	MODE OF TENDER	Open Tender (Part I - Techno-Commercial Bid and Part II – Financial Bid)
3	Collection of Tender Paper	30.12.2016 to 11.01.2017 from 11:00 hrs. to 15:00 hrs. From the office of BBCL.
4	Earnest Money Deposit (EMD)	The bidders shall be required to deposit a refundable earnest money deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) along with the bid at the time of submission of bid in the form of a Demand Draft / Pay Order / Bank Guarantee from a Scheduled Bank in favour of “ Bengal Birbhum Coalfields Limited ” payable at KOLKATA .
5	Last date of submission of Bid	13.01.2017 up to 2.00 PM
6	Place of submission	The Managing Director, Bengal Birbhum Coalfields Limited (BBCL), Bidyut Unnayan Bhaban, Block-LA, Plot No. 3/C, Sector-III, 7th Floor, Salt Lake City, Kolkata –700098
7	Date & time of opening of Part-I (i.e. Techno- Commercial Bid)	13.01.2017 at 3.00 PM
8	Announcement of Technically Qualified Bidders and Presentation Date	To be communicated later.
9	Date & time of opening of Part-II (i.e. Financial Bid)	To be communicated later.
10	Validity of bids	180 days from bid submission closing date.
11	Contact Person for any query	Mr. Soumen Sengupta, Sr. Manager (Civil)(M&C) Phone No. 033-23393622



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Disclaimer

The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



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Tender No: BBCL/Land/16/93

Dtd: 27/12/2016

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

JOB: Preparing Present Land Use Map through satellite Imagery Study and DGPS/Total Station survey along with detailed Topographical and Surface Feature Study required for operationalization of Deocha-Pachami-Dewanganj-Harsingha Coal Block of Bengal Birbhum Coalfield, Birbhum District, West Bengal.

Bengal Birbhum Coalfields Limited (BBCL) invites participation in the open tender from reputed agency/firms with relevant experience and technical and managerial competence in mining sector (as per qualification criteria) in undertaking Satellite Imagery Study along with DGPS/Total Station Survey for BBCL for development of Deocha-Pachami- Dewanganj-Harsingha Coal Block in Birbhum District , West Bengal.

The role of the selected bidder is to undertake entire job described under Clause 6, Scope of Work.

1. Collection of Tender Document:

Interested Agency/Firms will have to download the tender documents from the website: <http://www.bbcl.co.in> , <http://www.wbmdtc.com> , <http://www.wbpdcl.co.in> directly or can collect physically from the office of M/s BBCL.

2. Earnest Money Deposit (EMD):

- 2.1 The Demand Draft / Pay Order / Bank Guarantee towards Earnest Money Deposit(EMD) of Rs. 50,000 (Rupees Fifty Thousand only), valid for 12(twelve) months from the date of submission of bid.
- 2.2 The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 30 days of award of contract.
- 2.3 In case of Successful bidder, EMD will be retained as security deposit until successful completion of the work.
- 2.4 Earnest Money Deposit (EMD) will be forfeited if the bidder withdraws or modifies the bid during the bid validity period after opening or if the successful bidder does not accept the award of contract or submits false information in their bid in terms of Annexure-VI.

3. Status of the Block Development:

The geological and physical boundary of the blocks are already fixed but yet to demarcated on ground. Till now, 36 boreholes have been done by GSI, BCCL and more drilling will be required to be done.

Existing geological data indicates that the block has 4 coal seams upto a depth of 850 meters, with a basaltic capping of 135 meters (Rajmahal Formation), which has its own commercial value.



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4. Area of the coal Block:

Deocha-Pachami – 9.48 Sq. Km.

Dewanganj-harisingha – 2.83 Sq. Km.

Total – 12.31 Sq. Km. bounded by the following:

- **Northern Boundary** – Dholkata-Garia (Addl. CIL) & Unblocked area.
- **Southern Boundary** – Un-Blocked area (Coal Bearing).
- **Western Boundary** – It is defined by a major fault juxtaposed with basement rock, Hence there is no possibility of occurrence of coal based on existing geotechnical data.
- **Eastern Boundary** – The already demarcated Kapasdanga-bharkata (Non-CIL) Dholkata-Garia and Gopalnagar-Gangpur (Addl. CIL) Coal Blocks.

and also adjoining areas that may be used for R&R.

5. Scope of work:

- To procure high resolution (≤ 1 m) satellite imagery data from NRSA data centre or any other authorised agency in consultation with BBCL technical team.
- Study of the satellite imagery and preparation of Land use map in large scale (1:4000) within the defined coal block area.
- All surface features including Household areas, existing crushers, transportation roads, stock yards etc. should be mapped properly. All manmade structures should be covered.
- Existing mining pits within the block boundary should be mapped properly.
- River, streams, dams, sluices, ponds, mined out pits etc. water bodies needs to be mapped properly.
- Agricultural map to be prepared using two season satellite imageries in 1:4000 scale. Both single crop and double crop lands to be marked in the maps.
- Existing vegetation cover including classification of forest land (to be checked with the land records) to be mapped properly. Map to be furnished in 1:4000 scale.
- Existing village and plot boundaries within the defined coal block boundary needs to be matched with the block boundary. Original Village maps along with ROR's will be supplied by BBCL.
- Plot information to be linked with the plot map in GIS platform.
- DGPS coordinates of different landmarks within the block boundary should be derived with proper survey. All DGPS survey points must be marked in field and map. Cadastral maps and thematic maps should be brought into single platform with DGPS survey using geographical coordinates.



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- xi) Preparation of transportation maps within 10 KM radius area marking all type of roads and railway networks. Map should be prepared in 1:50,000 Scale.
- xii) Preparation of comprehensive drainage map within 10 km radius area from the block boundary using both satellite imagery and existing Survey of India Toposheets. Map should be prepared in 1:50,000 Scale.
- xiii) Ground truthing at least 20% of the sample plots with DGPS. Ground trothing points should be marked in the maps.
- xiv) Detailed topographical survey of the block using Total station instrument. Survey has to be conducted in both Coal Grid and National Grid with 1 meter contour interval. Spot levels should lie within 5 – 10 meter interval depending upon the terrain conditions. Necessary BM establishment for both Coal Grid and National Grid is included in the scope. All surface features like, river, water body, mine pit, forest lands, household boundaries, temples, wells, roads, electricity lines, canals, sluices, causeway, bridge, etc. needs to be captured in the detailed survey work. Possibility of using DRON or UAV for detail survey work may be explored and consulted, however, BBCL will not incur any additional cost for the purpose. In case of Dron or UAV based survey , pre demonstration at Agency/Firmss cost is mandatory. Surveyed maps should be furnished in 1:4000 scale.

6. Submission of Bid:

Eligible Firms are hereby invited to submit their bids physically in two parts (Part-I: Techno commercial Bid & Part-II: Financial Bid), complying with the given terms and conditions, for the job, by quoting fees inclusive all expenses like traveling, boarding and lodging charges, out of pocket expenses etc. as per **Annexure-V** for rendering the services detailed under scope of work (**clause no. 5**). Eligible Firms interested may submit their bid physically in accordance with this RFP within the schedule mention in the SOT as before. Bid submitted through post/courier must reach within due date & time i.e by **13.01.2017 at 2.00 PM**. Bid submitted through email or after due date & time shall not be entertained.

Both the Part-I (Techno Commercial Bid) and Part-II (Financial Bid) must be separately sealed in separate envelopes, both superscribing the words “**Techno Commercial Bid**” & “**Financial Bid**” respectively. **Both the sealed covers should be placed inside a separate cover and sealed, and superscribed with RFP No. & date and date and time of opening.**

Non submission of EMD envelope will render the bids liable for forthwith rejection without any reference to the bidder.

6.1 Techno-Commercial Bid:

- i) Interested party should submit all documents as per requirement of RFP along with the Bid.
- ii) Earnest Money Deposit (EMD) in form of Demand Draft / Pay Order / Bank Guarantee from any Scheduled Bank in favour of “**Bengal Birbhum Coalfields Limited**” payable at **KOLKATA**. (should be submitted in a separate envelope).



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6.2 Financial Bid:

The financial bid must be submitted in the prescribed format in INR in **lumpsum value**, which should include all costs, travelling, incidental costs, telecommunication costs, stationary costs and all local & duties on amounts payable by BBCL under the Contract. **No extra payment on any such account will be payable by BBCL at any point of time.**

The lump sum price quoted will be firm and fixed throughout the contract period.

However, if the contract period is extended by BBCL beyond the original duration of contract, the remaining part of the lump sum price may be escalated by applying RBI's Consumer Price Index for Industrial Workers applicable at Kolkata, compounded from the date of contract.

However, BBCL will pay service tax extra on the contract value, as legally leviable in India against each invoice submitted by the Agency/Firms from time to time.

The bids should be unconditional and conditional bids would be out rightly rejected. BBCL reserves the sole right to accept or reject any or all bids without assigning any reason thereof.

All pages of the Techno-commercial Bid and Financial Bid must be signed and stamped with official seal by the person having the Power of Attorney.

7. Eligibility:

The basic eligibility criteria-Technical & Financial:

7.1 Technical (The supporting photocopies of original Documents to be signed & submitted along with the Bid documents.)

- i) The bidder should be a Proprietor/ Firm/ LLP /Company as defined in relevant Acts/Rules.
- ii) The bidder should have past work experience along with completion certificate in similar job. The completion certificate shall clearly indicate the main work order, the value of work, schedule date of completion and actual date of completion. The completion certificate shall be from appropriate / ordering authority. Similar work means consultancy/execution of DGPS/total Station survey.
- iii) Bidder's intent to participate should have qualified Surveyors, Geologists, Mining Engineers and GIS analysis in their direct role or in Directors post. Experience levels for each category are provided below:
 - a) **Surveyor** – must have a team leader having 10 years or more experience and having Surveyors competency certificate in Coal from DGMS. Total number of surveyor in the organisation should not be less than 4.
 - b) **Geologists** – must have experience in mining projects more than 10 years.



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- c) **Mining Engineers** – must have a BE/MTech. Mining Engineer passed out from reputed organisation and worked in a mining or allied projects for more than 10 years.
- d) **GIS analyst** – must have a competent GIS analyst in the team. Qualification must be Msc. Geoinformatics, Geography or Geology with at least 3 Nos. of project execution.
- iv) Bidder must have at least 4 nos. of Total Stations owned by them.
- v) Bidder must be an empanelled agency at DMM of West Bengal for carrying out DGPS survey or must be associated with an empanelled agency with legal bindings (MOU) which needs to be furnished during the bid submission.

7.2 Financial (The supporting photocopies or original Documents to be signed & submitted along with the Bid documents.)

- i) The bidder shall have in its name a valid **PAN** (Permanent Account Number) with Income Tax Authority in India.
- ii) The bidder shall have in its name a valid **Service Tax Registration Number** in India.
- iii) The bidder should have positive net worth as per the audited accounts of the FY ending 31st March 2016. A certificate from the chartered accountant should be submitted.
- iv) Bidder should have turnover of more than **INR 25 Lakhs**.

7.3 The bidder should not have been involved in any unfair activity/practice, should not have been charged with financial and criminal misconduct and not black listed for any other reason from participating in Government biddings.

7.4 Language of Bid:

The bid document prepared by the Bidder and all correspondence and documents related to the bid process, shared by the Bidder with BBCL shall be in English language only.

NOTE: Each page of the documents must be signed and sealed with official seal by the bidder's authorized person having the Power of Attorney.

- 8. Bidders will be required to make a presentation in front of a duly constituted evaluation committee about their approach to the proposed assignment. An advance notice will be sent to the bidders about the venue, date and time of the said presentation. The presentation should be completed within one hour, followed by a question and answer session.**



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9. Supporting Documents to be enclosed along with Techno-commercial Bid and Financial Bid.

9.1 Supporting Documents to be enclosed along with Techno-commercial Bid in a separate sealed cover to be put inside an outer cover superscribed "Techno-commercial Bid" with the RFP No. & date and date of opening.

- a) Photo copy of work order, contract agreement along with certificate of completion issued by the client. (Only such document(s) shall be the basis for considering experience of work executed.)
- b) Brief Bio-data of Key persons with signature (as per clause no 7.1.iii) along with tabulation form as per **Annexure – I**.
- c) Photo copies of documentary proof as per clause no. 7.1.iv & 7.1.v.
- d) Power of Attorney - the bidder shall submit "Power of attorney" in accordance with the format placed at **Annexure – III**.
- e) Self attested Photo Copies of (a) document to prove **Legal Validity of the existence of the Proprietary business/ Firm/LLP/Company** (b) **PAN Card**, (c) **IT return** for the FY ending on 31st March 2016, (d) **Service Tax Registration**.
- f) Certificate of positive net worth for the FY ending on 31st march 2016 of the Agency/Firm duly certified by a Chartered Accountant.
- g) Affidavit regarding free from financial and criminal misconduct charges and blacklisting from participation in Government bidding as per the format given under **Annexure – II**.
- h) **Sealed and Signed copy of this RFP.**

NOTE: Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

9.2 Supporting Documents to be enclosed along with Financial Bid in a separate sealed cover to be put inside an outer cover superscribed "Financial Bid" with the RFP No. & date and date of opening.

- a) Financial Bid to be submitted only as per Format in **Annexure-V** in INR in **lump sum** value, which should include all costs, travelling, incidental costs, telecommunication costs, stationary costs and all local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by BBCL under the Contract.



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10. Obligations of BBCL and Agency/Firm:

10.1 Obligation of BBCL:

(a)	Providing available data/ information pertaining to Coal Block as available with BBCL.
(b)	Providing all other requisite data /information as requested by the Agency/Firm after site visit and discussion, to the extent reasonable and available with BBCL.

10.2 Obligation of Agency/Firm:

(a)	Agency/Firm shall submit the complete bar chart for work including time schedule of various activities as stated in the Scope of Work in this document.
(b)	Agency/Firm has to submit all reports for each of the activities described as per scope of work, in three copies, suitably bound, signed and stamped on each page by the project leader of the agency/firm within the time line prescribed in this document.
(c)	The Agency/Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency/Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to BBCL, and shall at all times support and safeguard the BBCL's legitimate interests in any dealings with Sub-Agency/Firms or Third Parties.
(d)	Agency/Firm or any of their affiliates shall not be hired for any assignment by any other organization, which by its nature may be in conflict with the interest of the instant job of the Agency/Firm.

11. Time schedule:

Time schedule for the Scope of Work is as given below:-

120 days from the date of award of the contract.

12. Extension of Time Schedule:

In the event of any unforeseen circumstances as defined under force majeure clause, if the performance of the contract is delayed, the Agency/Firms may make an application for extension of delivery period, which may be granted by BBCL either with imposition of liquidated damage or without it, based on the merit of the case, determined by BBCL.



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13. Amendment of Bid Document:

- 13.1** BBCL reserves the right to modify the Bid Document by “Amendment” for any reason whatsoever at any time prior to the last date of submission of Bid. The “Amendment” along with this Bid Document shall thereafter become part of the Bid document.
- 13.2** BBCL reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

14. Bid Evaluation Methodology:

- 14.1** The bids from only the bidders, who have been invited to submit their bids by BBCL, complying with all the eligibility criteria mentioned under clause - 9 of the Bid document shall only be considered for evaluation.
- 14.2** The bid should be submitted as per the directions and the format given in the tender document, complete in all respects and accompanied by the requisite Demand Draft / Pay Order / Bank Guarantee towards Earnest Money Deposit (EMD) and attachments indicated in the tender document. Bids without EMD will be summarily rejected.
- 14.3** The bids received will be opened on the prescribed date and time in front of attending bidders. No prior notice in this regard will be issued unless there is any change in the already published date, time or venue.
- 14.4** The bids received will be evaluated in two phases. First, the Techno-Commercial bids will be evaluated to shortlist techno commercially responsive bidder and thereafter, the financial bids of techno-commercially responsive bidders will be opened and then evaluated to select the Agency/Firm for awarding the contract.

15. Method of Evaluation of Technical suitability:

The technical suitability of the bidder will first be evaluated on this basis of the information furnished in respect of the eligibility criteria specified in the RFQ and the documentary proves furnished thereon.

The bidders which would be found to be eligible having satisfied all the requirements specified in the RFQ would be invited to make a presentation before an authorized committee in which they would be given an opportunity not only to re-confirm the claims made by them in their bid documents but also to explain to committee all other factors which make them suitable for appointment as the agency to carry out the job. During the presentation, the bidders may be required to provide all clarifications and answer all questions which may be asked by the members of the authorized Committee.

On the basis of the documents presented by the bidders and the presentations made by them, the authorized committee will be evaluating their technical competence in terms of numerical scores out of 100. For final selection, the score secured by the bidders will carry 60% weightage. A bidder who any not score out of 100 in technical evaluation, will not be considered for selection and the financial bid of the concerned bidder will not be opened.



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16. Evaluation of Financial Bids:

The date, time and venue of opening the Financial proposals to the qualified participants after completing the evaluation of the Technical proposals will be communicated. The Financial Bids of technically qualified bidders will be opened on the notified date and time and it is the responsibility of the bidder or his representative to be present during the process.

a) FINANCIAL PROPOSAL:

The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 Marks. The financial score (Sf) of the financial proposal of the other bidders will be computed as per formula below :-

$Sf = 100 \times Fm/F$ in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.

It may be noted that the BBCL is not under any obligation to accept the lowest bidder and reserves the right to reject any or all the bids without assigning any reason whatsoever at its sole discretion.

b) Quality and Cost Based Selection (QCBS):

Proposal will be ranked according to their combined technical (St) and financial (Sf) scores.

The combined technical and financial score (denoted as "S") shall be computed as per the following formula, $S = 0.60St + 0.40Sf$ [St = Technical Score].

The successful firm would be the one achieving the highest combined technical and financial score (S).

In case of tie, the successful firm would be the one achieving the highest financial score (Sf), amongst the tied bidders.

17. One Bid per Bidder:

17.1 Each Bidder shall be allowed to submit only one Bid. A bidder either as a single bidder or as a partner of a consortium who submits more than one Bid will be disqualified.

17.2 The RFP/Bid is not transferable.

18. Bid Validity:

The required validity of the "Bid offer" is for a period of 180 days from bid submission due date. In exceptional circumstances, prior to expiry of the original time limit, BBCL may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his "Bid" but will be required to extend the bid validity and the validity of bid security for the additional period as requested.

19. Effective Date of Contract:

The date of issue of work order shall be the effective date of contract and time period for completion shall be counted from this date.



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20. Correspondence:

All correspondence in this regard shall be addressed to the Managing Director, Bengal Birbhum Coalfields Limited (BBCL), Bidyut Unnayan Bhaban, Block-LA, Plot No. 3/C, Sector-III, 7th Floor, Salt Lake City, Kolkata – 700098.

21. Legal Jurisdiction:

The matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid Document, if any, shall be subject to the Competent Court of Law within Kolkata.

22. Definitions:

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise demands.

- i) 'Authority' shall mean the BBCL and includes its authorized representative or any other person empowered on their behalf by BBCL.
- ii) 'Approved' shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- iii) 'Employer/ BBCL' wherever referred in the document, mean the BBCL or its authorised representative or any other officer specially deputed for the purpose.
- iv) "Discrepancy" – In the event of any discrepancy in words and figures, the description in words shall prevail.
- v) 'Rupees' shall mean the lawful currency in India.
- vi) 'Singular & Plural' words imparting the singular and plural meanings also mean the plural and singular where the context so requires.
- vii) 'Works/Jobs' shall mean the scope of services / works/ jobs required to be executed in accordance with the Bid Document.
- viii) "Agency/Firm" or "Service provider(s)" shall mean the successful bidder (whose bid has been accepted by the BBCL and a written intimation has been given by the BBCL to this effect and shall include his legal representative, successors and permitted assigns.
- ix) "Month & Year" mean calendar month and calendar year.



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23. Duration of contract:

Upon receipt of a written Letter of Award from BBCL, the successful bidder shall perform the services with due diligence and in accordance with the schedules agreed to herein, for each sub activity.

The timelines for the performance of Services by the Successful Agency/Firm under the agreement shall be as indicated in Sl. No 12.

24. Payment Terms:

60% of payment will be released on completion of item (i) to (xiii) of the scope of work. Remaining amount will be released after work on item no. (xiv) is completed. All payments would be made only after the work is completed with full satisfaction of BBCL.

25. Taxes and Duties:

- a) Service tax and applicable Education Cess or any other additional cess on service tax shall be reimbursed at applicable rates on the date of invoice.
- b) Any new taxes levied by the Government and statutory increases on the Service Tax and Education Cess during the tenure of the contract will be reimbursed by the BBCL on submission of relevant documentary evidence. However, any reduction in Service tax & Education Cess, the benefit shall be passed on to the BBCL.
- c) Applicable taxes will be deducted at sources as per statutory requirements. A certificate of TDS will be provided to the Agency/Firm for the deducted amount.

26. Settlement of Disputes:

In the event of any dispute, such matter or matters giving rise to the dispute shall be resolved as given below:

In the event of any dispute, controversy of claim between the parties (Agency/Firm and BBCL) arising out of the breach, termination or invalidity thereof, the parties shall use their best endeavours to resolve the matter amicably. If the parties are unable to resolve the dispute amicably within fifteen (15) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within 10 (ten) days of receipt of such notice, the dispute shall be referred to the Chairman of BBCL and the decision taken by him shall be binding upon both the parties.

27. Force Majeure:

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this



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contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the BBCL as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than three months both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the contract.

28. Confidentiality

The Service provider and their personnel shall not disclose any propriety or confidential information relating to the Project Services, to anyone without the prior written consent of the Employer.

29. Conditions on Termination of contract

The BBCL shall have the right to terminate this contract in part or in full under any of the following circumstances:-

- a) Time is the essence of the contract as there are statutory obligations of the owner of the mine to commence production within specified time. Therefore, the Agency/Firm is liable to be terminated if the Agency/Firm fails to deliver the job within the stipulated date and time.
- b) When the Agency/Firm has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- c) In the event of non-performance / or unsatisfactory performance by the Agency/Firm, as assessed by BBCL.
- d) If the Agency/Firm becomes bankrupt or otherwise insolvent.
- e) When both parties mutually agree to terminate the contract.
- f) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
- g) In the event of premature termination of the contract or for any of the failures to comply with the contractual obligations, the EMD may be forfeited by BBCL.

30. Liquidated Damage (LD)

For delay in completion of job for reasons attributable to the Agency/Firm, LD @ upto 1% of the total contract value will be imposed per month subject to maximum of 5% of the contract value.



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31. Conflicts of Interest

BBCL policy requires that Agency/Firms provide professional, objective, and impartial advice and at all times hold BBCL's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.



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Annexure-I

Format for filling up Technical and Managerial Competency

(To be filled, signed and attached)

The bidder is required to provide details of technical/ managerial expertise proposed to be involved in the job to evaluate their technical capability:

Sl. No	Field	Name of Technical/ Managerial person involved	Qualification	Field of Specialization	Experience in completed No. of Years	Date from which the employee is continuously on the roll of the bidder on full time basis	Projects handled in last five years (Give details)	Brief Bio-data (To be submitted separately for each individual outlining qualification, year of passing, name of Institute and experience in relevant areas as per RFP)	Remarks
1.	Surveyor								
2.	Geologists								
3.	Mining Engineers								
4.	GIS analyst								

Date :

Place:

Signature of Owner/Authorised Representative of the Bidder



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Annexure-II

FORMAT OF AFFIDAVIT

(To be submitted on a Ten Rupee Non-judiciary Stamp Paper)

(To be filled, signed and attached)

Ithe undersigned, son/daughter ofis the authorized signatory for M/s.....for participating in this bidding, hereby solemnly affirm and declare that:

1. My/Our Proprietor/ Firm/ LLP /Company M/s.....has not been penalised or has ever been found involved in any financial or criminal misconduct by the Government or any other Agency, in India or abroad.
2. And also, our firm has never been blacklisted or banned or suspended from participating in Government bidding in the past.

DEPONENT

VERIFICATION:

Verified at....., this the day of..... 2016. That the contents in the above affidavit is true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed there from.

DEPONENT

Attested by Notary Public.



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ANNEXURE – III

FORMAT OF POWER OF ATTORNEY

(To be filled, signed and attached)

(Format for the Notarized and Legalized Power of Attorney for Authorised Signatory
dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

I..... on behalf of M/s (Name & address of the
Bidder) would like to declare as below:-

WHEREAS I HEREBY AUTHORISE Mr./Ms..... to act as my
Attorney and to look after the affairs pertaining to the Bid against the Bid Reference No. ,
issued by the BBCL.

AND WHEREAS the above named person, Mr./Ms..... is.....
sufficiently

capable and knowledgeable about all the affairs related to the said Bid and is capable of
handling them and decision taken by him shall be binding on the Bidder.

Attested by:-

Signature:

Name and Designation of the Authorised Signatory: Signature of the Authorised Signatory

Name of the Person: (CEO of the Bidder)

Designation:

For and on behalf of:

(Name of the bidder)



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Annexure-IV

Format for submission of information towards eligibility criteria

(To be filled, signed and attached)

DETAILED INFORMATION ABOUT THE BIDDER

Sl. No.	ITEMS	DETAILS
i)	Name of the Bidder	
ii)	Legal Status	
iii)	a) Postal address of the Registered Office: b) Telephone no.(s): c) Fax No.(s): d) Web site: e) Email(s):	
iv)	a) Name of the authorized representative: b) Designation and postal address: c) Telephone:	
v)	Year of incorporation of the company under companies Act.	
vi)	Banker's Name and Address	
vii)	Permanent Account Number (PAN) for Income Tax	
viii)	Service tax registration no. in India	
ix)	Bank Information a) Beneficiary Name: b) Bank Name & Branch: c) IFSC Code: d) MICR Code: e) Account Number: f) Account Type:	

* Scanned self attested copies of certificates/documents, as applicable to be uploaded.

Authorized Signature, Name & Designation



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Annexure-V

Format for Submission of Financial bid

FINANCIAL BID

To be submitted on plain paper covering the entire scope of work together.

Sl. No.	Item Description	Unit	Total Price without Taxes (INR)	Total Price in words
1	As per Scope of Work in Clause no.: 5	Lump Sum		



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Annexure – VI

FORMAT FOR BID SUBMISSION

(To be filled, signed, and attached)

Ref. No.....

Date:.....

From:

Name & address of the Agency/Firm

To

The Managing Director

The Bengal Birbhum Coalfields Limited (BBCL),
Bidyut Unnayan Bhaban , Block-LA , Plot No. 3/C,
Sector-III , 7th Floor, Salt Lake City, Kolkata – 700098

Bid Reference No.

Sir,

I/We the undersigned, through this letter are submitting our Bid for selection as The Agency by BBCL. The undersigned is authorized to sign the “BID SUBMISSION FORM” and to finalise any contractual Terms & Conditions against the “Bid Document”. Power of Attorney as per format placed at Annexure-III is enclosed.

1. I/We confirm acceptance of all the provisions and Terms & Conditions of Consultancy including “Scope of Work” and “Terms & Conditions”. Copy, of the BID DOCUMENT duly signed is enclosed as a mark of acceptance.
2. I/We authorize BBCL to proceed with due diligence necessary to verify the information presented by us in connection with the selection of The Agency.
3. I/We confirm the veracity of the information presented in response to the Bid Document. In case any of the documents submitted along with our bid is found to be false, not genuine, forged or misrepresented, the Bank Guarantee submitted towards Earnest Money Deposit, will be forfeited forthwith.
4. I/We have not participated in this bidding process through another bidder either directly or through its subsidiaries and/or affiliates.
5. I/We confirm that validity of the Proposal/Letter of consent is 6(six) months from the last date given for submission of bid.

My/Our Proposal is binding upon us.

I/We understand that you are not bound to accept any proposal you receive.

Yours sincerely

Encl: As Above

Authorized Signature



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Annexure–VII

FORMAT FOR LETTER OF CONSENT

(To be filled, signed and attached)

Ref.No.....

Date:.....

From:

Name & Address of the Agency/Firm

To

The Managing Director

The Bengal Birbhum Coalfields Limited (BBCL),

Bidyut Unnayan Bhaban, Block-LA, Plot No. 3/C,

Sector–III, 7th Floor, Salt Lake City, Kolkata – 700098

Bid Reference No.

Sir,

I/We, the undersigned, through this letter are submitting our “Letter of Consent” for considering as a Firm for “Preparing Present Land Use Map through satellite Imagery Study and DGPS/Total Station survey along with detailed Topographical and Surface Feature Study required for operationalization of Deocha-Pachami-Dewanganj-Harisingha Coal Block of Bengal Birbhum Coalfield, Birbhum District, West Bengal”.

The undersigned is authorized to sign the Letter of Consent, make presentation and to finalize any contractual Terms & Conditions against the bid.

BBCL is authorized to proceed with due diligence necessary to verify the information presented by us in connection with the selection as Agency/Firm. We also confirm that we shall attend meetings and make presentation, as and when required.

Yours sincerely

Authorized Signature

Name and Designation



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Annexure-VIII

Format for Earnest Money Bank Guarantee

(To be executed on non judicial stamp paper of appropriate value by a Scheduled Bank in India)

B.G. No.

Dated:

1. In consideration of you, The Bengal Birbhum Coalfields Ltd (BBCL) , having its office at Bidyut Unnayan Bhaban, Block - LA, Plot No. 3/C, 7 th floor Sector–III, Salt Lake City, Kolkata – 700098 (hereinafter referred to as “BBCL ”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of.....{a Company registered under the provisions of law and having its registered office/ office} at.....(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “Preparing Present Land Use Map through satellite Imagery Study and DGPS/Total Station survey along with detailed Topographical and Surface Feature Study required for operationalization of Deocha-Pachami-Dewanganj-Harisingha Coal Block of Bengal Birbhum Coalfield, Birbhum District, West Bengal.” (hereinafter referred to as the “Project”) pursuant to the RFP Document vide RFP No..... dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office atand one of its branches at.....(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BBCL an amount of Rs. 50,000 (Fifty) thousand only (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by BBCL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the Bidder withdraws or modifies his Bid during the period of bid validity specified in the RFP after date of closing of bid submission.
- (2) If the Bidder having been notified of the acceptance of his bid by BBCL, during the period of validity.
 - a) fails or refuses to execute the Form of Agreement in accordance with the terms of RFP
 - b) fails to comply with any other instruction of BBCL as contained in the RFP or further extensions and amendments of the RFP
 - c) Submits false information in their bid in terms of clause 3 of Annexure-VI
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BBCL is disputed by the Bidder or merely on the first demand from BBCL stating that the amount claimed is due to BBCL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the



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said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000 (Fifty) thousand.

4. This Guarantee shall be irrevocable and remain in full force for a period of 12 (twelve) months from the Bid Submission Date or for such extended period as may be mutually agreed between BBCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that BBCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of BBCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between BBCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Government body.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, BBCL shall be entitled to treat the Bank as the principal debtor. BBCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to BBCL, and the Bank shall not be released from its liability under these presents by any exercise by BBCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BBCL or any indulgence by BBCL to the said Bidder or by any change in the constitution of BBCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered post to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for BBCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which BBCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BBCL in writing.



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12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
 13. Notwithstanding anything contained herein
 - i) Our liability under this Bank Guarantee shall not exceed Rs. 50,000 (Fifty) thousand only .
 - ii) This Bank Guarantee shall be valid up to (date) ; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before expiry of this date of validity of this guarantee.

Signed and Delivered by Bank

By the hand of Mr./Ms....., its.....and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)