

Bihar State Mining Corporation Ltd.

(Government of Bihar Undertaking)

Room No.164, Vikas Bhawan (New Secretariat), Baily Road, Patna - 800015

CIN:- U10300BR2017SGC035811

Email: bih.minescorp@gmail.com

Website: www.bsmcl.in

Ref No.:

Date:

Tender Notice

Tender is invited from reputed agencies / firms for providing coal e-distribution facility to the Bihar State Mining Corporation Limited, Patna.

Bihar State Mining Corporation Limited (BSMCL), a Govt. of Bihar Undertaking invites tender from reputed agencies / firms to provide coal e-distribution facility, which will enable MSMEs to avail the facility of buying coal from BSMC, in a fair and convenient manner without the active role of middle man or agents. The select agency / firm have to provide the services to the BSMCL as per the Scope of Work mentioned in the Tender Document.

The format of application along the eligibility criteria, the extent and scope of work, terms and conditions etc. are available at website www.bsmcl.in and can be downloaded accordingly.

Interested agencies / firms may submit their tender in the prescribed format under two bid system to the General Manager of BSMCL so as to reach on or before 20/02/2023 up to 04:00 PM.

Financial Bid of only technically qualified agency / firm shall be opened after intimating them in advance. Managing Director of the Corporation reserves the right to accept or reject any application(s) fully / partially, without assigning any reasons thereof. The decision of the Managing Director of BSMCL for engagement of the agencies / firms shall be final and binding.

General Manager
BSMCL, Patna

Invitation to the Tender

Bihar State Mining Corporation Limited (BSMCL) invites tender (Technical Bid and Financial Bid) from eligible agencies / firms for providing coal e-distribution facility to the BSMCL situated at Patna.

Tender Summary Sheet

Sr. No.	Information	Details
1.	Name of the Company	Bihar State Mining Corporation Limited
2.	Name of Work	Tender for hiring services of agencies / firms providing coal e-distribution services.
3.	Earnest Money Deposit	Earnest Money Deposit of ₹ 2,00,000/- in the form of Demand Draft in favour of "BSMCL.", payable at Patna.
4.	Performance Security Deposit	Security Deposit of ₹ 20,00,000.00 in the form of Demand Draft / Bank Guarantee in favour of the "BSMCL", payable at within 15 days of date of award of contract.
5.	Tender documents	Tender documents may be downloaded free of cost from the website www.bsmcl.in .
6.	Date of issue of tender document	06/02/2023
7.	Last Date of Submission of Bid	20/02/2023 till 04:00 PM
8.	Opening of Technical Bid	22/02/2023 at 03:00 P.M.
9.	Place, Time and Date of opening of Financial Bid	To be communicated to technically successful agencies / firms
10.	Contact person for queries	General Manager Bihar State Mining Corporation Ltd. email: bih.minescorp@gmail.com
11.	Addressee and address at which proposal in response to RFP notice is to be submitted	General Manager Bihar State Mining Corporation Ltd. Room No. - 164, New Secretariat (Vikash Bhawan), Patna - 800015

The Corporation reserves the right to reject any or all offers without assigning any reason and the decision of BSMCL shall be final and cannot be subject to arbitration. Financial Bid will be opened in the presence of the agency's / firm's representatives, who choose to attend the opening of the financial bid.

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender are described in the tender document. The Corporation reserves the right to change the schedule and place mentioned above.

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1. Introduction

Bihar State Mining Corporation Limited (BSMCL) is a Public Sector Undertaking established by the Department of Mines & Geology, Government of Bihar. BSMCL is acting as a State Nominated Agency (SNA) of State Government for coal e-distribution amongst Micro Small and Medium Enterprises (MSMEs) and other small consumers in the state of Bihar in accordance with the provisions contained in New Coal Distribution Policy, 2007.

BSMCL intends to hire services of agencies / firms to provide coal e-distribution facility, as detailed in the scope of work of this tender document. Interested agencies / firms may submit their proposal.

2. Scope of Work

Bihar State Mining Corporation Limited (BSMCL) intends to engage reputed and established agencies / firms to provide end to end coal e-distribution facility. BSMCL as the State Nominated Agency of the State of Bihar is engaged in coal e-distribution to MSMEs of the state of Bihar. Coal e-distribution facility has enabled MSMEs to avail the facility of buying coal from BSMC, in a fair and convenient manner without the active role of middleman or agents.

The selected agency / firm will be able to address the requirements and will provide comprehensive service backed up by a robust web platform for managing coal e-distribution by BSMCL. The major scope / activities identified for the coal e-distribution services are as follows-

- (a) Assisting BSMC in preparing policy guidelines, setting up processes, market making and consumer acquisitions;
- (b) Working with BSMC, Industries and Govt. Dept. for coal recommendation of MSMEs;
- (c) Providing secured login access to MSMEs and other stakeholders for online coal booking;
- (d) Providing necessary training and customer support services to MSMEs;
- (e) Digitization of records;
- (f) Coal demand assessment of MSME's;
- (g) Management of security deposit and Fuel Supply Agreement of MSMEs and other consumers;
- (h) Liaisoning with CIL and assisting BSMC for signing fuel supply agreement with CIL;
- (i) Assisting BSMC for making monthly coal booking with CIL;
- (j) Capturing source wise grade wise preferences of MSMEs;
- (k) Arranging fair, transparent and convenient mechanism for e-Distribution of allotted coal;
- (l) Tracking and managing coal payments of MSMEs;
- (m) Managing CIL based Deliver Orders for coal lifting by MSME's from collieries;
- (n) Managing generation /issuance of Sale Orders, Authorization letters and annexures for MSMEs;
- (o) Automated capturing of vehicle wise coal lifting and deliveries of MSMEs;
- (p) Assisting BSMC in reconciling lifting done by MSMEs;
- (q) Arranging for e-Invoicing to MSME's;
- (r) Managing and assisting BSMC for making Refund and Forfeitures to MSMEs;
- (s) Providing coal e-Utilization facility for the MSMEs;
- (t) Providing e-Ledger for MSMEs;
- (u) Providing MIS and Reports for State Govt., CIL and MOC as required; and
- (v) Providing Help Desk Support and One Onsite Project Coordinator for the support to BSMC

3. Agency's / Firm's Eligibility Criteria

Sr. No.	Criteria	Document to be submitted
1.	The agency / firm must be a Company or Body Corporate registered under the Companies Act, 1956 / 2013. Maximum of two Consortium Members will be allowed.	Certificate of Incorporation and copy of MOA & AOA including details of all directors, in case of Company / Body Corporate.
2.	The agency / firm should have Annual Turnover of not less than ₹ 50.00 crore in last three financial years (each year separately).	Copy of Audited Financial Statements of FY 2019-20, 2020-21 and 2021-22 to be submitted.
3.	The intending bidder should have positive net worth of at least Rupees 50 Crores per annum during the last three financial years.	Copy of Net worth certificate issued by the Chartered Accountant.
	The agency / firm should not be defaulter / black listed in any organization, where it has previously worked / working.	Declaration of blacklisting / Non Blacklisting.
4.	Agencies / firms should be registered with Tax Authorities.	Copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.
5.	The intending bidder must have experience of minimum three (3) years in successfully providing end to end coal e-distribution services to the MSME consumers of state nominated agencies through own portal of the bidder, having transacted value of work not less than Rupees 20 Crores in each of the preceding three financial years.	Documentary evidence in the form of work order / agreement.

Apart from the eligibility criteria mentioned above, the intending bidders must ensure the followings before participating in the tenders:

1. Agencies / firms incurred loss during the financial year 2021-22 shall not be eligible for participating in the tender.
2. The intending bidder should have a call center with bi-lingual language support, voice recording system and proper dialer software to facilitate wide ranging access to book coal online by the coal consumers.

3. The application portal and data center should be owned by the intending bidder and should have certification from agency duly appointed by the Govt. of India for all security aspects as well as encrypted data transfer. Servers should be installed at bidder's own premises and data hosting should be done therein, to ensure secured and transparent transactions. The intending bidder should have a disaster recovery site at a different geographical location, along with audit trail facilities which can be used for subsequent audit / vigilance investigation.
4. All audit trails should be captured on media not prone to tampering. Database activity monitoring systems should be available in the portal at both Primary and DR sites to comply with these requirements.
5. The primary as well as DR sites should conform to ISO standards. These sites should be audited and certified for conformation to Information Security Management System Standards.
6. The application portal to be used should be fully secured and should be as per provisions related to the security aspects of Information Technology (IT) Act, 2000 and CVC Guidelines. The portal should be duly audited and certified by STQC towards compliance to IT Act ,2000 and applicable CVC Guidelines.
7. The system owned by the intending bidders should have a robust maintenance plan, with backup and monitoring system.
8. The website should have a robust Complaint Handling portal, wherein customers can login their complaints and feedbacks online, and get online resolution in a prompt and time bound manner.
9. The application should be compliant to BSMCL's application software and should be able to generate customized reports / MIS as per BSMCL's requirements.
10. The intending bidder must have backbone bandwidth not less than 20 mbps with backup from multiple internet service providers with hot standby facility from multiple internet service providers.
11. The intending bidders shall give declaration for point 1 to point 10 duly signed by the head of the organization.

4. Bid Submission Process

- i. The Bid prepared by the agencies / firms, as well as all correspondence and documents relating to the Bid exchanged by the firm and BSMCL shall be written in English language;
- ii. The covering letter must be signed with the firm's name and by an Authorized Signatory of the firm, who is authorized for contractual obligations on behalf of the firm. All obligations committed by such signatories are liable to be fulfilled by the firm who would be selected to carry out the work as per the terms of this RFP;
- iii. RFP shall be submitted by the firms to General Manager at the address specified in RFP Summary Sheet, within due date and time failing which firm's submission is liable to be rejected. Technical Bid and Financial Bid should be sealed in separate envelopes and placed in one bigger envelop and sealed. This bigger envelop should be super- scribed with Tender for engagement of agencies for providing coal e-distribution facility.

iv. Agencies / Firms are required to submit bids in two parts:

- a. Technical Bid; and
- b. Financial Bid.

v. Technical Bid:

Interested and eligible agencies / firms may submit their proposal in the prescribed format (enclosed) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Corporation.

Earnest Money Deposit of ₹ 2,00,000/- (Rupees two lacs only) in the form of Demand Draft from a Nationalized / Scheduled Commercial Bank in favour of BSMCL, payable at Patna, must be enclosed with the Technical Bid.

vi. Financial Bid:

The agency / firm shall submit the financial bid as per the format given in Annexure VII. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

The Financial Offer should give all relevant information and should not contradict the Technical Bid document in any manner.

The Rate quoted should be inclusive of all statutory liabilities and taxes, if any, excluding GST. The amount of GST will be paid by BSMCL on production of proof of payment of the same.

Financial Bid of the tender shall contain details regarding:

Service Charges: The bidder shall be required to quote service charges which shall be deciding parameters for the award of the contract. The successful bidder shall be decided based on minimum service charges quoted by the bidder.

Applicable Taxes:

The bidder is required to quote the rate for payment of applicable taxes and duties for providing service.

5. Bid Evaluation

Opening of RFP

For bids received within the prescribed closing date and time, the Technical Bid will be opened in the presence of agency's / firm's representatives who choose to attend the opening of the offer on the date and time mentioned in this document.

Any change of any nature shall be informed through public notice / e-mail to the concerned firms / agencies or their authorized representative.

Only the bidders qualified in technical evaluation, financial bid will be opened on prospective dates which will be communicated to them in due course.

Shortlisting of Firms

For responses received within the prescribed closing date and time, BSMCL will scrutinize the tenders received to determine whether they are complete as per the requirements, and also whether all the required documents have been submitted and properly signed, etc.

Upon receipt of tender, the same shall be scrutinized and evaluated and BSMCL will shortlist them as per requirement and the same shall be communicated to them. BSMCL reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

During evaluation of the tender, BSMCL may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame as may be prescribed by BSMCL.

Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

Financial Bid Evaluation

The Financial bids will be evaluated on the basis of the quotes, quoted by technically qualified agencies / firms.

6. General Terms and Conditions:

i. Contract Period:

The Contract will be for a period of two years from the date of written order of commencement of work issued by BSMCL, which may be extended on same terms, conditions and rates of the original contract on mutual consent up to maximum further one year, if the performance / service found satisfactory in the discretion of the Corporation. BSMCL reserves the right to curtail or extend the validity of the Contract.

ii. Deputation of Personnel

The selected agency / firm shall depute minimum two employees at the office of the BSMCL. Number of deputed staffs may be increased, if needed.

iii. Earnest Money Deposit (EMD):

The interested agencies / firms may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of ₹ 200,000/- (Rupees two lacs only) in the form of Demand Draft from any nationalized / scheduled commercial bank drawn in favour of "BSMCL" payable at Patna.

The bid securities of the unsuccessful bidder shall be returned to them at the earliest and latest on or before the 30th day after the award of the contract. No interest shall be payable by the BSMCL on EMD.

iv. Performance Security Deposit:

The successful bidder shall have to deposit a Performance Security Deposit (PSD) of ₹ 20,00,000 (Rupees twenty lacs) within 7 days of the receipt of the LOI / Work Order. The PSD will be furnished in the form of Demand Draft / Bank Guarantee from any Nationalized / Scheduled Commercial Bank drawn in favour of "BSMCL", payable at Patna. Failure to do so shall entail cancellation of the letter of acceptance of tender / award of work and forfeiture of EMD.

The PSD shall be valid for 18 (one hundred and eighty) days beyond the date of completion of all contractual obligations. The refund of security deposit shall be subject to right of the Managing Director of BSMCL to deduct / appropriate its dues against the agency / firm under the contract. The Security Deposit will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the contract.

v. Modifications and withdrawal of bids

No bid can be modified by the firm, subsequent to the closing date and time for submission of bids.

vi. Clarification of Bids

Any firm requiring any clarification on this document may notify the Corporation in writing by e-mail at the email address provided in the "Summary Sheet".

vii. Revised Bids

If necessary, BSMCL reserves the right to call for revised Technical or Financial Bid from all the eligible agencies / firms for engagement as Service Provider.

viii. Confidentiality

The information given in this document is confidential and is for use by the agencies / firms to whom it has been issued. Each party, i.e. the Corporation and the agency / firm, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order / Agreement confidential, including the price information.

ix. Compliance to General and Miscellaneous Terms and Conditions

It is essential that all the agencies / firms should agree to all the General and Miscellaneous Terms and Conditions mentioned in this document and they should submit one statement to that effect on the letterhead of the firm along with the Technical Bid; otherwise the offer shall be rejected.

x. Applicable law and jurisdiction of court

This tender shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Patna.

xi. Payment Terms

All payments shall be subject to deduction of applicable taxes as per applicable laws and the payment to the selected agency / firm would be made on a monthly basis.

xii. Indemnity

The selected agency / firm shall indemnify, protect and save the Corporation and hold the Corporation harmless from and against all claims, losses, costs, damages, expenses relating to or resulting directly or indirectly from an act or omission of the authorized signatory, its agents, or partners or employee etc. in the performance of the services provided by the agency / firm.

xiii. Agreement between the Agencies / Firms and BSMCL

The successful agency / firm shall execute an Agreement (Annexure VIII) at their own cost with BSMCL on non-judicial Stamp Paper in accordance with Stamp Act. The format of agreement in Annexure VIII may be modified by BSMCL before execution of the same.

xiv. Termination of Agreement

The agreement with the empanelled firm may be cancelled / terminated at the discretion of the Corporation on account of following or without assigning any reason:

- a. On refusal to take up the assignment or the agency / firm stands dissolved;
- b. On not abiding by the terms and conditions stipulated in the agreement with the agency / firm;
- c. If the performance of the agency / firm is not found satisfactory; and
- d. Any other reason at the discretion of BSMCL.

Further, the Corporation will reserve the right to terminate the contract / cancel the contract with one month's notice after giving a reasonable opportunity to the firm for improvement in the services. This reasonable period will not exceed more than 45 days after a communication is sent to the firm by the Corporation to this effect.

xv. Resolution of Dispute and Arbitration

- a. All disputes or differences arising out of or in connection with the agreement or any part thereof, should be settled by bilateral discussions;
- b. Any dispute, disagreement of question arising out of or relating to the Agreement or relating to performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator as acceptable to both the parties concerned;

- c. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties;
- d. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only;
- e. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

7. Miscellaneous Terms and Conditions

- a. The agencies / firms shall be responsible for providing services mentioned in scope of work to the BSMCL. The services would be rendered as per the direction of BSMCL.
- b. The agencies / firms will have to abide by all the provisions of applicable statutes and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars, Guideline issued by the Appropriate Government or Authorities.
- c. The rates will be firm during the currency of the contract from the date of commencement of the contract.
- d. The agency / firm will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding and these bills will be paid within 30 days from the date on which they are raised.
- e. The agency / firm will execute the jobs undertaken by it directly and with its own resources and will not give out any part of the assignment on sub-contract.
- f. BSMCL, Patna is not bound to accept the lowest or any tender or to assign any reason thereof.
- g. In case of negligence towards discharging responsibilities, proper action will be taken against the agency / firm.

Annexure - I

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Checklist for Bid Submission

Sr. No.	Section Heading	Pro-forma Given
Technical Bid Index		
1.	Earnest Money Deposit (EMD)	Copy of remittance of requisite EMD
2.	Firm Response Cover Letter	Annexure - II
3.	Eligibility Criteria Compliance	Duly filled and signed Annexure - III
4.	Declaration for eligibility criteria (point 1 to 10) duly signed by the head of the organization	Duly filled and signed Annexure - III
5.	Firm's Details	Duly filled Annexure - IV
6.	Self-Declaration	Annexure - V
7.	Certificate Declaration regarding Blacklisting / Non-Blacklisting.	Annexure - VI
8.	Financial Criteria	Audited Financial Statement for the FYs 2019-20, 2020-21 and 2021-22.
9.	Net worth Certificate	Net worth Certificate of the entity issued by the Practicing Chartered Accountant.
	Supporting to the taxation criteria	Copy of PAN, TAN, GSTIN and ITR Acknowledgement of preceding three Assessment Years.
10.	Supporting Documents for having similar experience of 3 years having transacted value of work not less than 20 Crore.	Work Order / any other document and the copy Agreement executed by the Govt. Department / PSUs.
Financial Bid Index		
9.	Financial Bid Details with price	Annexure - VII

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Annexure - II

Agency / Firm Response Cover Letter

(To be submitted on letterhead)

To,

The General Manager,
Bihar State Mining Corporation Limited
New Secretariat, Bailey Road,
Patna – 800015

Sir,

1. Having examined the Scope Documents including all Annexures, the undersigned offers to provide services for the scope of work mentioned in the 'Tender Document' and the other schedules of requirements and services for your organization in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope.
3. We agree to abide by this offer and our offer shall remain binding on us and may be accepted by the Corporation any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the work is allocated to us, we will strictly observe the laws against fraud and corruption for the time being in force in India.
6. We certify that we have provided all the information requested by BSMCL. We also understand that BSMCL has the exclusive right to reject this bid in case the Corporation is of the opinion that the required information is not provided.

Yours faithfully

Authorized Signatory
Designation

Annexure - III

Eligibility Criteria Compliance

Sr. No.	Criteria	Document to be submitted	Eligibility (Yes / No)
1.	The agency / firm must be a Company or Body Corporate registered under the Companies Act, 1956 / 2013. Maximum of two Consortium Members will be allowed.	Certificate of Incorporation and copy of MOA & AOA including details of all directors, in case of Company / Body Corporate.	
2.	The agency / firm should have Annual Turnover of not less than ₹ 50.00 crore in last three financial years (each year separately).	Copy of Audited Financial Statements of FY 2019-20, 2020-21 and 2021-22 to be submitted.	
3.	The intending bidder should have positive net worth of at least Rupees 50 Crores per annum during the last three financial years.	Copy of Net worth certificate issued by the Chartered Accountant.	
4.	The agency / firm should not be defaulter / black listed in any organization, where it has previously worked / working.	Declaration of blacklisting / Non Blacklisting.	
5.	Agencies / firms should be registered with Tax Authorities.	Copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.	
6.	Declaration for meeting eligibility criteria (point 1 to 10) duly signed by the head of the organization	Annexure IIIA	

It is hereby declared that apart from the criteria mentioned above, M/s fulfills the point 1 to point 10 of the eligibility Criteria.

Authorized Signatory

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Annexure – IV
Firm's Details

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat, Bailey Road,
Patna - 800015

S. No.	Required Details	Response		
General Details				
1.	Name of the Agency / Firm			
2.	Complete postal address of the Agency / Firm			
3.	Telephone, Mobile and Email Id			
4.	Website address (if any)			
5.	Details of ownership / constitution			
6.	Date of Incorporation of the Agency / Firm			
7.	GST Registration No.			
8.	Income Tax PAN			
Financial Information				
Relevant Financial Year		2019-20	2020-21	2021-22
1.	Annual Turnover			
2.	Net Worth			
Bank Details				
1.	Bank Name			
2.	Branch Address			
3.	Account Number			
4.	IFSC Code			
Others				
1.	Details of major assignments			
2.	Any other information considered relevant by the agency / firm			

Particulars of Directors of the Agency / Firm

Sr. No.	Name of the Director	Address of the Director	Occupation of the Director
1.			
2.			
3.			
4.			
5.			

Particulars of engagement in Govt. Department / Undertaking

Particulars of engagement in Central / State Govt. PSUs or in any Govt. Organization as on 31st March, 2022.

Sr. No.	Name of the PSU / Govt. Undertaking	Brief details of scope of work	Name of person in-charge from client side with Contact No.	Period	
				From	To
1.					
2.					
3.					

Declaration:

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

Authorized Signatory
Designation

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Annexure - V
Self-Declaration
(To be submitted on letterhead)

To
The General Manager
Bihar State Mining Corporation Limited
Room No. 164, New Secretariat (Bailey Road)
Patna - 800015

Self-Declaration

Sir,

I, _____ son / daughter / wife of _____
resident of _____, Director / Authorized
Signatory of the agency / firm, mentioned above, is competent to sign this declaration and
execute this tender document.

I / we hereby certify that I / we have read the entire terms and conditions of the
tender documents including all annexure(s), which form part of the contract agreement and
I / we shall abide hereby by the terms / conditions / clauses contained therein.

The information relating to eligibility criteria / documents furnished along with the
above application are true and authentic to the best of my / our knowledge and belief. I / we
are well aware of the fact that furnishing of any false information / fabricated document
would lead to rejection of my tender at any stage besides liabilities towards prosecution
under appropriate law.

I / we hereby unconditionally accept the tender conditions of above mentioned tender
document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your organization shall
without prejudice to any other right or remedy be at liberty to reject this tender / bid
including the forfeiture of the full Earnest Money Deposit.

Authorized Signatory: _____

Name and title of Signatory: _____

Stamp of the Agency / Firm: _____

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Annexure – VI

Certificate Declaration regarding Blacklisting / Non-Blacklisting

(To be submitted on letterhead)

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat (Bailey Road), Patna – 800015

Certificate Declaration regarding Blacklisting / Non-Blacklisting

Sir,

I / we, director of M/s hereby declare that the agency / firm namely has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / we, director (s) of M/s hereby declare that the agency / firm namely M/s was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of years with effect from The period is over on and now the agency / firm is entitled to take part in Government tender.

In case the above information is found false, I / we are fully aware that the tender / contract will be rejected / cancelled by the Bihar State Mining Corporation Limited and Earnest Money Deposit shall be forfeited accordingly.

Authorized Signatory:

Name and title of Signatory:

Stamp of the Agency / Firm:

The declaration will be given by all the Managing Director / Company Secretary of the Company on behalf of all directors.

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Annexure - VII

Financial Bid

(To be submitted on letterhead)

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat (Bailey Road)
Patna - 800015

Financial Bid

I / we herewith submit the Financial Bid for the providing coal e-distribution facility, as per the details give in Tender Document and assessed the scope of works thoroughly and understood the terms & conditions stipulated therein before quoting the rates hereunder:

Sr. No.	Service Description	Service Charge
1.	Providing coal e-distribution facility as per the Scope of the Work in the RFP	
2.	Taxes and duties (%age)	

The Service charge will be quoted as percentage of total business of the coal done through the electronic system of the agency. The Service Charge quoted by us is inclusive of all the statutory liability, duties fees, other charges but excluding of GST.

Authorized Signatory: _____

Name and title of Signatory: _____

Stamp of the Agency / Firm: _____

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Annexure – C
FORMAT OF AGREEMENT

(To be stamped in accordance with Stamp Act)

This agreement is entered at _____ (place) on _____ day of _____ (month), 2023 between, Bihar State Mining Corporation Limited (hereinafter “the Corporation”); which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at New Secretariat, Bailey Road, Patna - 800015 on the ONE PART; and

*M/s. _____ Company / Body Corporate incorporated under the provisions of the Companies Act, 1956 / 2013 having its registered office at the following address _____, duly represented by its constituted and authorized Managing Director / Director, Shri _____ (hereinafter called the Empanelled Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part.

[Note: * Strike off whichever is not applicable]

WHEREAS THE Corporation is desirous to engage the agency for providing coal e-distribution facility;

WHEREAS THE agency has agreed to provide services of to the Corporation as per their requirements.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. Notice inviting Tender and complete Tender Document;
 - b. General rules and Instructions for the guidance of tenderers;
 - c. The Tender, Letter of Acceptance, Letters from and to the tenderer, amendments, if any, leading to and prior to acceptance letter;
 - d. Terms and Conditions of contract and clauses of contract along with Annexures thereto;
 - e. Schedule of quantities including Prices and tendered amount known as Price Bid;
 - f. The details submitted in Technical Bid and other commitments shall be part of the Agreement.

3. In consideration of the payments to be made by the Corporation to the Agency, the Empanelled Agency hereby covenants and agrees with the Corporation to complete the work of coal e-distribution in conformity with all respects and subject to all terms and conditions / rules as mentioned in the Terms and Conditions as also in the aforesaid documents which shall form part of this Agreement.
4. In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Agency, _____
_____ to the Bihar State Mining Corporation Limited) in the presence of:

Signature of the representative of the Firm / Agency (with seal)

Signature of Authorized representative of the Corporation / Accepting Authority

Witness (Signature, Name & Address):

1. _____

2. _____