



Ref. No.: CIL/CV/2022/Import/MTT-WEST/5332

Dated: 10/June/2022

Tender ID: 2022_CILHQ_246250_1

e-TENDER NOTICE

1. Tenders are invited on-line on CIL’s e-procurement portal <https://coalindiatenders.nic.in> from the eligible bidders 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, for the following work:

1.	Name of Work	SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA.
2.	Estimated Quantum during the entire period of work	3.00 million metric tonnes delivered to purchaser’s delivery point via an unloading port on the Western Coast of India on As and When delivered basis with a provision for increasing the quantity to 6.00 million metric tonnes
3.	Estimated Value of Work	INR 3,850 Crores for 3.00 million metric tonnes
4.	Cost of Bidding Documents	Not Applicable
5.	Validity of Bid	90 days after the end date of bid submission
6.	Period of Work	Supply of Imported Steam Coal as per indent/firm order given by CIL from the month of July 2022 to 30 th June 2023 or such further timeline as extended by CIL
7.	Selection of Bidder	On the basis of L1 bidder as per the evaluation criteria stipulated in this tender document



8.	Availability of Tender Documents (Date and Time)	From 10-06-2022
9.	Availability of Tender Documents (Website Details)	http://www.coalindia.in http://www.eprocure.gov.in https://coalindiaticenders.nic.in
10.	Format of Submission of Bid	Bids to be submitted in two parts - Technical Bid and Financial Bid

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
1. Executive Director (Corporate Affairs & Business Development), Coal Videsh & International Cooperation Division, CIL	1. Mr. Sagar Sen, Chief Manager (Mining), Coal Videsh & International Cooperation Division, CIL email: ssen2.cil@coalindia.in Ph: +91-33-7110-4656 Mob: +91-9433863605 2. Sujay Haldar, General Manager (M&S), Marketing & Sales Division, CIL Email: sujay.haldar@coalindia.in Ph: +91-33-7110-4138 Mob: +91-9830247252
The detailed method for participating in the e-Tender is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Tender portal. The Applicants may also seek help from the helpdesk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787. All queries will be answered in English / Hindi only	

2. Time Schedule of Tender:

Sl. No.	Particulars	Date / Time
1	Date of publication of the Tender on the portal	10-June-2022
2	Last Date and Time for submission of pre-bid clarifications (one-time clarification), if any	16-June-2022 (17:00 hrs IST)
3	Date and Time of pre- bid meeting	17-June-2022



Sl. No.	Particulars	Date / Time
		(16:00 hrs IST)
4	Last date for receipt of both Techno– Commercial bid (Cover-I) and Price bid (Cover-II) Bid Receipt Date & Time	05-July-2022 (15:00 hrs IST)
5	Techno-Commercial bid (Cover-I) opening Date & Time	05-July-2022 (17:00 hrs IST)

Note:

Bids are to be submitted Single Stage – Two Cover i.e., the Techno-Commercial Bid and the Price Bid, as specified above.

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately, through e-procurement portal, to the bidders whose Techno-Commercial Bid are found to be acceptable.

3. Earnest Money Deposit (EMD):

The bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 1,00,00,000 (One Crore Indian Rupees Only). In case of foreign bidder, the value of EMD shall be US Dollar (USD) 1,28,950 (USD One Lakh Twenty Eight Thousand Nine Hundred Fifty Only) The EMD has to be deposited in online mode in CIL’s Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

4. Clarification of Bid:

The bidder may seek one-time clarification on-line within the specified period. The management will clarify to the relevant queries. Non-furnishing of clarification to any of the queries by the bidder shall not be construed as any default on the part of CIL and cannot be ground for stalling the bidding process

5. Pre-bid Meeting:

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in this document. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. Inability of the bidder to attend the pre-bid meeting on account of any technical glitches or otherwise cannot be a ground for extension of time for seeking pre-bid clarifications or for stalling the bidding process in any manner whatsoever

a) 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 NIT and tender 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.

b) Eligibility Criteria/ Qualification Requirement for the Bidders:

The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;

OR

The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.

Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B1 and the Consortium, as a whole, shall meet 100% of Technical Criteria Requirement mentioned at Clause A1 and Clause A2 and 100% of Financial Criteria Requirement mentioned at Clause B1. Net worth criteria as per Clause B2 shall be met by each partner of the consortium.

All bidders shall have place of business/establishment in India. In case of consortium lead partner shall have place of business/establishment in India.

A Technical Criteria for Bidder:

A1 The Bidder should have imported / exported and supplied a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Supply Experience certificate from buyer and:

Certificate in original from Statutory Auditor(s) of the Bidder

AND

A2 The Bidder should have handled, including port operations and loading for dispatch through Indian Railways, a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Handling Experience certificate from the Buyer and;



Certificate in original from the Statutory Auditor(s) of the Bidder.

Financial Criteria for Bidder:

B1 The average annual net revenue from operations of the Bidder in the latest three (3) audited financial statements (FY2019, FY2020 and FY2021) should not be less than INR 770.00 Crore (Indian Rupees Seven Hundred Seventy Crore only). If audited financials of FY 2022 are also available, then revenue from operations of FY 2020, 2021 and 2022 shall be considered.

Explanation: Net Revenue from Operations here means the Net Operating revenue that a company generates from its primary business activities, and it shall not include other income of the Applicant.

And

B2 The Net Worth of the Applicant as per the latest audited balance sheet should be positive.

Explanation: Net worth in relation to applicant shall mean net worth as per Companies Act of India, 2013

Note to Financial Eligibility Criteria:

- If the Applicant entity does not meet the Financial Eligibility Criteria, then consolidated financials of the immediate or ultimate holding company of the Applicant entity can be used to fulfil the Financial Eligibility Criteria. Holding Company in relation to the Applicant shall mean Holding Company defined as per Companies Act of India. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company’s Board Resolution, as per the format acceptable to the Owner, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.
- In support of the financial eligibility criteria the bidder shall submit Audited Financial Statements for last three financial years (FY19, FY20 & FY21). If audited financials of FY 2022 are also available, then audited financials of FY 2020, 2021 and 2022 shall be submitted for the purpose of financial eligibility criteria.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Net Revenue from Operations in INR converted in accordance with the reference rate of RBI/FBIL as of the last date of the relevant financial year.
- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm are to be submitted along with the Bid document.
- Financial year here means the period of 12 months for which the annual account of the entity is being prepared.



- Net worth as per clause above of all the parties in case of consortium shall be positive.

NOTES:

- i) “Holding Company” and “Subsidiary Company” shall have the meaning described to them as per Companies Act of India.
- ii) The term ‘date of bid opening’ would mean the date of Techno-Commercial bid opening.
- iii) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected.
- iv) Failure to meet the above Qualification Requirement shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above
- v) The Consortium shall necessarily identify one of the partners as lead partner. The members of the Consortium (other than the lead partner) are required to execute and submit a power of attorney in favour of the lead partner authorizing the lead partner to do all such acts in performing the contractual obligations arising out of the present tender document on behalf of them.
- vi) The Consortium Bidder shall provide, along with the bid, a signed and stamped Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.
- vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Lead Partner of the Consortium
- viii) Dry (bulk) solid commodity mentioned at A, as stipulated under “Qualifying Requirement” of this document, means dry solid bulk cargo covered in Annexure 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3
- ix) Any ‘Bidder from a country which shares a land border with India’, as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

c) **Submission of Bid:**



- a. The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact 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 shall be allowed/accepted.
- b. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the bidder are to be uploaded by the bidder while submitting /their bid.
- c. Letter of Bid (LoB): The format of Letter of Bid (as given in the NIT) 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 submission. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from CIL’s e-procurement portal and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid 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 Owner with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

9. Bid Submission:

All bids are to be submitted on-line on CIL’s e-procurement portal <https://coalindiatenders.nic.in> within the specified period. No bid shall be accepted after the bid submission deadline for any reason whatsoever.

10. System Requirement:

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 in CIL’s e-procurement portal. Under any circumstances, CIL 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.

11. Rejection of Bid:

CIL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids at any time during the process without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action. CIL reserves the right not to accept the lowest offer without assigning any reason whatsoever and the right to negotiate with any or all of the Bidders



on any terms and conditions. Such discretion exercised by CIL cannot be questioned by the bidders before any Court of law or otherwise

12. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified

13. Conflict of Interest:

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if :

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business.

All such Bidders having a Conflict of interest, shall be disqualified.

14. Cost of Bidding:

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

15. Technical Specifications:

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

16. Currencies of Bid and Payment:

Prices shall be quoted in the following currencies:

- a) The bidder shall quote FOB Coal Price, Ocean freight and Marine Insurance Charges in US Dollars.
- b) Other components of total FOR price including all incidental costs viz. Port & Inland Handling charges, statutory taxes & duties (including custom duty if applicable) and



Insurance including third party Insurance etc. included in the bid price shall be considered in Indian Rupees.

The payments to the successful Bidder shall be made in equivalent Indian Rupees for FOR Coal Price at the Delivery Points.

17. Date of Commencement of Work or Zero Date:

The date of commencement of work or Zero Date shall be reckoned from the issue of letter of award.

18. 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.

19. Canvassing in Tender:

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

20. Letter of award (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dashboard prior to expiration of the bid validity period. On issuance of Letter of Award (LOA)/Work Order of the tender issued by the Company, Performance Guarantee must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids to CIL and its subsidiaries. In case of Consortium, the banning shall also be applicable to all individual partners of the consortium.

On receipt of Letter of Award (LOA)/Work Order of the tender issued by the Company, the successful 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 LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 02(Two) years from being eligible to submit Bids to CIL and its subsidiaries. The written contract to be entered into between the contractor 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. Contractor and the Company.

21. Execution as per Delivery Schedule:

Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract as per the clause 20 of e-tender notice). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.

It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchasers and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric



Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency

22. Bid Validity:

The validity period of the tenders shall be **90 (Ninety)** days after the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Owner 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 or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any penal action will be taken against the Bidder. A bidder agreeing to the request will not be required or permitted to modify his bid.

The Bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender 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 this tender document.

23. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. The system of on-line withdrawal is available on the e-procurement portal up to end date of bid submission.

24. Restriction of bidder from a country which shares a land border with India

- 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.
- II. “Bidder” (including the term ‘Bidder’, ‘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, 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 ownership.
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.

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

VI. 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.



25. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

26. Contract Agreement Document(s):

This 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 NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

27. Subletting of Work:

No subletting of work as a whole by the contractor is permissible. Prior permission is required for engagement of Sub-Contractor.

The contractor shall specify major items of supply or services for which he proposes to engage Subcontractor(s)/ Sub-Vendor (s) in its bid.

28. Implementation of Employee Provident Fund (EPF):

The Bidder shall have to ensure implementation of EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

29. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more Bidder(s) or accept the tender in part and not in its entirety, at its sole discretion.

30. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender, shall be dealt as per this tender document.

31. The laws applicable to this contract shall be the laws in force in India. High Court of Calcutta shall have exclusive jurisdiction in all matters arising under this contract.

32. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.



33. Integrity Pact (applicable):

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Name of IEM(s)	Sri Sudhir Kumar	Ms. Nirmal Kaur, IPS(Retd.),
Address	B-128, Triveni SFS, Sheikh Sarai-1, Delhi-110017	House no.8, Plot – 615, Road no. 17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand – 832110.
E-mail & Contact Number	The Mobile-09871054454	nirmalkaur1983@gmail.com Mobile – 9304795041

Sd/-
Executive Director (Corporate Affairs & Business Development), CIL