

Hiring of HEMM for Removal of Overburden (936.72 Lakh CuM) and Extraction & Transportation of coal (53.00 Lakh Tes) from Tirap OCP of Tirap Colliery at NEC, Margherita for a period of 10 years (1 year for development and 9 years for Production.)



COAL INDIA LIMITED

संविदा प्रबंधन प्रकोष्ठ

Contract Management Cell (CMC)

कोल भवन, परिसर संख्या 04 एम०ए०आर०, प्लॉट नं० ए०एफ० III
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
एक्शन एरिया 1 ए, न्यू टाउन, राजरहाट, कोलकाता : 700156
Action Area – 1A, New Town, Rajarhat ,Kolkata: 700156
फोन/Phone: 033-71104198
ई मेल/e-mail: gmcmc.cil@coalindia.in

 	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं. ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

Scope of Work/Bill of Quantity

NIT No.: CIL/GM(CMC)/NEC/Tirap OCP/2024/2269

Date: 05.07.2024

- Tenders are invited on-line on the website <https://gem.gov.in> from the eligible Bidders. The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act. Whereas for participation of Joint Venture / Consortium through GeM portal, the registration of bidder should be in the Name of Lead Member of the Joint Venture / Consortium and the submitted document against eligibility criteria should be in the name of Joint Venture / Consortium.

“Hiring of HEMM for Removal of Overburden (936.72 Lakh CuM) and Extraction & Transportation of coal (53.00 Lakh Tes) from Tirap OCP of Tirap Colliery at NEC, Margherita for a period of 10 years (1 year for development and 9 years for Production)”

Description of work	Quantity (LCuM/ LMtr/ LTe)	Estimated unit rate (Without GST) (In Rs.)	Estimated Cost of the Work without GST (In Lakh Rs.)	Earnest Money (in Rs.)	Period of completion (in Days)
Removal and disposal of overburden includes:					
Excavation in benches (In-Situ) by mechanical means at any depth in all kinds of soil, rock including mixed soil, mixed hard soil i.e. clay soils mixed with pebbles/laterite/stone boulders, soft or hard rock etc. removal of slushy earth, mud and slurry as required. Loading and unloading the excavated materials mechanically and disposed off outside the working zone in proper manner on the dumping yard including spreading, dozing and other ancillary mining activities etc. all complete as per instruction of Agent/Project Officer/Engineer in-Charge. The job involves making access trench/haul roads, dozing, grading and water sprinkling as required for excavation operation and for transportation of excavated materials etc. all complete. Supply of explosives, detonators and related materials required for blasting will be made available by NEC and the services of statutory supervisory personnel as required for the work will be provided by Engineer-in-Charge.	936.72	166.74	1561,88.69	Rs. 50,00,000/- (Rs. Fifty Lakh Only)	3650 (Development Period is 365 + Production Period is 3285)

Drilling (100 mm Dia), charging with explosives & stemming as per provision of CMR 2017 & IEA 1884 as modified up to date Running meter of drilling per Cum of OB to be removed will be decided by the company & intimated to the contractor & no payment shall be admissible for any excess drilling that may be done by contractor.	63.06	145.09	91,49.38
OB Transportation Lead Details			
Lead for disposal of OB above 5.0 KM up to 5.5 KM	107.19	7.93	8,50.02
Lead for disposal of OB above 6.0 KM up to 6.5 KM	88.09	9.38	8,26.28
Lead for disposal of OB above 6.5 KM up to 7.0 KM	105.71	10.10	10,67.67
Lead for disposal of OB above 7.0 KM up to 7.5 KM	211.42	10.82	22,87.56
Lead for disposal of OB above 7.5 KM up to 8.0 KM	105.71	11.54	12,19.89
Lead for disposal of OB above 8.0 KM up to 8.5 KM	105.71	12.26	12,96.00
Lead for disposal of OB above 8.5 KM up to 9 KM	105.71	12.98	13,72.12
Lead for disposal of OB above 9.0 KM up to 9.5 KM	107.19	13.70	14,68.50
Extraction and Transportation of Coal			
Production of Coal, Winning/extraction of coal in benches from available coal seams at any depth including mechanical loading of coal free from extraneous materials into dumpers including removal of slushy earth/slurry and removal /segregating/picking and removal of unwanted band stones/extraneous materials and other ancillary mining activities and transportation of coal from face to Railway siding, as per direction of Agent/Project Officer/Engineer In-Charge. The above job also involves making and maintenance of access trench/haul roads, dozing, grading, water sprinkling and all other allied jobs required to accomplish the entire operation of winning/extraction and transportation of coal as per instruction of Agent/Project Officer/Engineer In-Charge.	53	111.05	58,85.65
Coal Transportation Lead Details			
Lead for production of coal above 3.0 KM up to 3.5 KM	23	5.15	1,18.45
Lead for production of coal above 3.5 KM up to 4.0 KM	30	5.89	1,76.70
Note: The final delivery point of coal is railway siding. However, in case of unavailability of railway siding due to already stocked coal, the ROM Coal may be deposited in the designated stockyard near to the railway siding which shall be later transported to the railway siding by the contractor without any additional cost.			
Total Estimated Cost excluding GST (in Lakh Rs.)			1819,06.92/-
GST Amount @ 18% (in Lakh Rs.)			327,43.25/-
Total Estimated Cost including GST @ 18% (in Lakh Rs.)			2146,50.17/-

Note:

- i. The Development period (365 days) is period from date of issue of LoA to notification of EC and FC (Stage – II) whichever is later. The development period of 365 days has been taken as an estimated period for bidder(s) to successfully complete the below mentioned work. However, the date of commencement of work will be governed by Clause 6 of Service Level Agreement (SLA) of the bid document.

Apart from the above-mentioned description of work, the successful bidder shall be responsible for the following work to be completed during the development period:

- a) Procurement of Environmental Clearance (EC) from Ministry of Environment, Forest and Climate Change (MoEFCC)
- b) Procurement of Forest Clearance (FC) from Ministry of Environment, Forest and Climate Change (MoEFCC)
- c) Procurement of CTO from State Pollution Control Board.
- d) Procurement of permission from CCO.
- e) Procurement of Statutory Clearance from DGMS.
- f) Physical possession of land falling within the awarded patch of the contract.
- g) Rehabilitation and Resettlement of the Project affected families.

However, it is the responsibility of the company to procure legal notifications for land acquisition, issuance of Term of Reference (ToR) for environmental clearance, submission of application to appropriate authority for Environmental Clearance and Forest clearance and to obtain approval of plan for rehabilitation and resettlement of project affected persons (“PAPs”). The Company shall be responsible for providing employment to PAPs as are eligible for employment as per the approved plan for rehabilitation and resettlement of the company.

All the statutory payment for EC and FC including payment for land compensation and other benefits as per R&R Policy of the company will be done by the company.

- ii. The estimated cost is inclusive of GST @18% and based on base diesel price of Rs. **89.38/Ltr.** & GST Compensation Cess is not applicable in this tender.
- iii. Explosives, detonators and related materials connected with blasting will be provided by NEC at free of cost and the statutory supervision will be done by the NEC officials.
- iv. Entities having been debarred from participating in tenders of NEC/all subsidiaries of CIL are not eligible to participate in this NIT if end date of bid submission, including extensions thereof falls within the period of their debarring.
- v. **The work cannot be split as per relevant provisions.**
- vi. GST @ 18% is applicable for this work and bidder/seller have to mandatorily select GST @18% only depending on the GST status of bidder/seller while quoting the price against each item as listed in the BOQ.

DETAILS OF GST REGISTRATION OF NEC:

GSTIN OF NEC	18AABCC3929J1ZJ
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Note: All the bills should be raised in the name of North Eastern Coalfields, Coal India Limited, Margherita mentioning the above GSTIN.

2. TECHNICAL REPORT:

i. Details of Coal Seam along with inter-burden:

Coal Seams	Vertical Thickness		Grade
	From (mtr)	To (mtr)	
Surface to 8 ft Seam Parting	15.30	330.25	
Seam 8 Ft	1.0	5.75	G2
Parting	40.60	156.78	
Seam 20 Ft	5.0	16.67	G2
Parting	32.53	84.85	
Seam 60 Ft	2.90	31.95	G1

The Borehole No. CMTRP005, CMTRP006, CMTRP007, TU006, TU007, TU010, TU012, TU015 falls within the Proposed Patch or nearby of Outsourcing Contract.

- Strike length of the proposed patch : 1470 Mtr.
- Average width of the proposed patch : 658 Mtr.
- Average Seam gradient : 18° to 22°

ii. **Geological disturbances like Faults or Dykes, if any:** Fault no. F1-F1 passes through the proposed working area of 9 years. Another fault F3-F3 exists on the western part outside the proposed working area.

iii. **The details of Land required for 9 production years is as given below:**

Particulars	Total Land Required	Land Type	Status
Proposed Quarry Area (9 years)	98.32 Ha	Forest Land 25.20 Ha	Forest land diversion in process
		Government Land 73.12 Ha	Already acquired and in possession.
East External Dump (Existing)	46.88 Ha	Government Land	Already acquired and in possession.
East External Dump (Proposed)	163.08 Ha	Government Land	Already acquired and in possession.
Total Dump Area		209.96 Ha	
Grand total Area Required		308.28 Ha	

iv. **Quantity of OB to be dumped in different OB dumps along with respective lead:**

Location	Quantity of OB
East External Dump	829.53 Lakh CuM
In-pit dump	107.19 Lakh CuM

v. **Details of compensation-**

NEC has only acquired Govt. Revenue land for Tirap OCP for its mining operation till date and Zirat value (compensation on asset on land) for 163.08 Ha. of Govt. Revenue land acquired for Tirap OCP of NEC has been paid to Govt. of Assam in November'2023 for onward disbursal 60 nos. of tea growers for their tea plantations/trees on Govt. Revenue land as compensation for the tea bushes & trees on the subject land as per the Zirat valuation & demand

raised by Govt. of Assam to NEC.

vi. **Number of families required to be rehabilitated:**

As per RCE of 2022 total 202 PAF's are to be rehabilitated (details given in Annexure - IV), for which Rs. 4182.57 Lakhs as per RFCTLARR Act, 2013 has been provisional in the RCE of 2022. Land measuring 2.46 Ha has been provisioned for R&R Colony as per RCE of 2022.

vii. **Status of Environment Clearance & Forest Clearance:**

Sl. No.	Particulars	Status
1	Environmental Clearance	Status of EC (0.75 MTY): ToR obtained, Final EIA-EMP submitted & proposal for EC was considered in EAC meeting held on 07.12.2023. EAC deferred the proposal seeking additional information. Reply under preparation.
2	Forest Clearance	Status of FC (40.28 Ha): Proposal is currently with Nodal Officer due to EDS raised by State Government of Assam on 13.12.2023. Reply to be submitted.
3	CTO	After receipt of EC, application for CTO from State Pollution Control Board will be submitted.

viii. **Details of Underground Working as follows:**

60 ft seam Top Section: - No development & depillared in this area.

60 ft seam Bottom Section: - Only development in this area.

ix. **Fire Status of Seam:** At present the proposed patches are free from fire.

x. **Status of River/Nala/Road/Rail –** No impact on any River/Nala/Road/Rail due to proposed mining in Tirap OCP as per EIA/EMP Report.

xi. **Presence of Water –** Mine is partially filled with water and without dewatering, no work can be commenced. De-watering of the patch will be done by departmental manpower & pumps.

xii. **Best practices for managing HEMM services including maintenance, safety protocols and operator training**

- **Maintenance:** Contractor / OEM must have sufficient set up for periodic and breakdown maintenance of the deployed HEMMs.
- **Safety protocol:** Latest as well future DGMS guidelines as and when issued, has to be follows.
- **Training:** Contractor/ OEM must impart Refresher Training and further advanced training for semi-skilled and skilled workers.

xiii. Projected production schedule for 09 production years is as follows:

Production Year	Particulars	Quantity in LTe/ LCuM	Stripping Ratio
1 st year	Coal	5.00	17.62
	OB	88.09	
2 nd Year	Coal	6.00	17.62
	OB	105.71	
3 rd year	Coal	6.00	17.62
	OB	105.71	
4 th year	Coal	6.00	17.62
	OB	105.71	
5 th year	Coal	6.00	17.62

	OB	105.71	
6th year	Coal	6.00	17.62
	OB	105.71	
7th year	Coal	6.00	17.62
	OB	105.71	
8th year	Coal	6.00	17.86
	OB	107.19	
9th year	Coal	6.00	17.86
	OB	107.19	
TOTAL	Coal	53.00	17.67
	OB	936.72	

3. TIME SCHEDULE OF TENDER:

- **Bid Start Date/Time:** Will be Defaulted To The Date/Time When Bid Is Published
- **Pre Bid Meeting:** 10 days from the bid publishing date.
- **Bid Duration:** 30 Days
- **Bid End Date/Time:** Minimum 30*24 hrs from the Bid Start Date/Time
- **Bid Opening Date/Time:** 30 Min after Bid End Date/Time
- **Seek Clarification/Representation:** As per GeM Portal

Note: -

- i. If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be extended manually at the time of bid opening as per GeM functionality for a period of four days.
 - Last date of submission of Bid
 - Date of opening of Tender.

If any of the above extended Dates falls on Sunday/Holiday i.e., a non-working day then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.
- ii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.
- iii. The validity period of the tender should be decided based on the final end date of submission of bids.
- iv. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.
- v. 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 GeM portal. Under any circumstances NEC 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.
- vi. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, as its sole discretion.
- vii. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. **Any addendum/corrigendum/date extension etc. in respect of above tender will**

be published in GeM portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

- viii. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- ix. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- x. Execution of work by engagement of child labour is also prohibited.
- xi. The Bidders should submit bid for the whole work mentioned in the NIT.
- xii. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.
- xiii. The Price-bids of the tenderers will have no condition. The Bill of Quantity (BOQ) for the tendered work will be quoted by bidder in terms of % of the Base Value (entered by the Buyer). The Price-bids which are incomplete and not submitted as per relevant clause of ITB/GTC instructions will be rejected.

4. PRE-BID MEETING (HYBRID MODE):

Pre-bid meeting will be held on scheduled date as mentioned in GeM Bid Document at **Coal Bhawan, CIL HQ, Kolkata**. 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. The minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal.

5. Initial Medial Examination of all contractual mining workers is mandatory and an amount of ₹ (INR) 950.00 (Rupees nine hundred fifty only) or as per subsequent revised rate shall be charged towards conducting IME for each Contractor's worker, which shall be recovered from the bills of the contractors.

6. The contractor/contractors shall not pay to his employees engaged in Mining Activities of different categories, less than the minimum wages for contractual workers notified from time to time by Company/CIL as per policy decision. The prevalent Minimum wages of the contractor's workers engaged in mining activities of different categories are as under:

Sl. No	Categories	Rate of wages including VDA per day vide office order no. CIL/C-5B/JBCCI/JC/VDA/194 dated 23.04.2024 w.e.f. 01.04.2024 (in Rs.)
1	Unskilled	1176.00 + 66 = 1242.00
2	Semiskilled/Un-skilled Supervisory	1206.00 + 68 = 1274.00
3	Skilled	1236.00 + 69 = 1305.00
4	Highly Skilled	1266.00 + 71 = 1337.00

[refer Section 2(j) of Mines Act 1952]

7. Integrity Pact *: Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet Provided in GeM Bid Document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. Name, address and contact Number of the Independent External Monitor (IEM): -

Name	e-mail
Ms. Nirmal Kaur, IPS (Retd.)	<i>Email: nirmalkaur1983@gmail.com Ph: 9304795041</i>
Shri K. D. Tripathi, IAS (Retd.)	<i>Email: tripathikd.1958@gmail.com Ph: 9868506966</i>
Shri O.P. Singh, IPS (Retd.)	<i>Email: ops2020@gmail.com Ph: 9818564455</i>

8. In order to explore the possibility of settling the dispute amicably & quickly, the bidders are advised to approach the IEM first, before preferring to litigate the matter in court. However, the bidders may also note that the recommendations of the IEM would only be advisory in nature and not legally binding on NEC.
9. **Procurement of Services through GeM Portal:**
- i. The guidelines issued by GeM/Gol from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the NIT or not in line with the provisions of Chapter – 6 of CIL's CMM.
 - ii. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

General Manager (CMC), CIL

Copy to:

1. Director (Technical), CIL, Kolkata
2. ED (Coordination) / TS to Chairman, CIL, Kolkata
3. ED (Production), CIL, Kolkata
4. ED (EED), CIL, Kolkata
5. TS to Director (Technical), CIL, Kolkata
6. General Manager (F), CIL, Kolkata
7. General Manager (CP), CIL, Kolkata
8. Area General Manager, NEC, Margherita
9. General Manager (System), CIL - to get the Notice published in CIL website
10. Area Manager (System), NEC – to get the Notice published in NEC website
11. HoD (CC&PR) – For publication in Newspapers (As per CIL Policy)
12. IEM: Ms. Nirmal Kaur, IPS (Retd.)
13. IEM: Shri K. D. Tripathi, IAS (Retd.)
14. IEM : Shri O.P. Singh, IPS (Retd.)