Bihar State Mining Corporation Limited (BSMCL), a Govt. of Bihar undertaking invites RFP from the eligible bidders for supply of sand from source balughats to buffer stocks of BSMCL situated in Muzaffarpur, Darbhanga and Saharsa through railway rakes, which will enable final consumers to avail the facility of buying sand from BSMCL, in a fair and convenient manner without the active role of middleman or agents. The selected /empaneled agencies / service contractors /agencies fulfilling therequired criteria will have to enter into an agreement with BSMCL for a minimum period of 1 year. The Select bidders have to provide the services as per the Scope of Work mentioned in the RFP.

Note:-
1. The supplier is required to submit an EMD of Rs. 50,000/- (Rupees fifty thousand only) in the form of DD in favor of Bihar State Mining Corporation Limited payable at Patna.
2. For detailed information download the RFP from www.mines.bih.nic.in

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of issue of tender document</td>
<td>16/01/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Pre bid Meeting</td>
<td>18/01/2019 at 11:00 AM in the office of BSMCL situated at VikasBhawan, Patna</td>
</tr>
<tr>
<td>3.</td>
<td>Last date of submission of bid</td>
<td>28/01/2019</td>
</tr>
<tr>
<td>4.</td>
<td>Opening of Technical Bid</td>
<td>29/01/2019</td>
</tr>
<tr>
<td>5.</td>
<td>Opening of Financial Bid</td>
<td>Will be communicated to the technically Successful Bidders.</td>
</tr>
<tr>
<td></td>
<td>Contact person for queries</td>
<td>General Manager, Bihar State Mining Corporation Limited</td>
</tr>
</tbody>
</table>

Note: -
The NIT is invited in two parts to be placed in separate sealed envelopes:
1. Technical Bid
2. Financial Bid

Financial Bid will be opened for those bidders only, who will get qualified in Technical Bid. BSMC Reserves the right to cancel the tender process without assigning any reasons thereof.

[Signature]
General Manager
Bihar State Mining Corporation Ltd.
BIHAR STATE MINING CORPORATION LIMITED

(A Govt. of Bihar Undertaking)

Bihar State Mining Corporation Limited, a Govt. of Bihar Undertaking (the Corporation) invites RFP from professionally competent & financially sound and interested parties for transportation of sand stocks from balughats to the Buffer Stock Depot of the Corporation situated in Muzaffarpur, Darbhanga and Saharsa districts for a period of one year, extendable by a further period at the discretion of the Managing Director of the Corporation.

No definite volume of work to be performed during the currency of the contract can be guaranteed by the Corporation.

The selected agency would have to enter into an agreement with the Corporation. The agency selected through this bidding process will hereinafter be referred to as the “Empanelled Agency”.

BRIEF DESCRIPTION OF WORK:

Loading of sand from balughats into trucks, weighment, standardization and transportation of sand through railway rake from source railheads to the Buffer Stock Depots of the Corporation situated within a radial distance of 10 kilometers from rail heads in Muzaffarpur, Darbhanga and Saharsa districts.

Steps involved in transportation of sand through trucks or railway rakes, as the case may be, from balughats to the Buffer Stock Depots of the Corporation are as follows:

i. Loading of sand into trucks / other mode of transportation at balughats.

ii. Unloading / Loading at railway rakes at the source rail heads.

iii. Transportation by rail rake to destination.

iv. Unloading / Loading at destination rail head.

v. Transportation to the Buffer Stock Depots of the Corporation.

vi. Unloading of sand at Buffer stock Depots of the Corporation

Apart from transportation of sand to the Buffer Stock Depots, the empanelled agency may also assist the Corporation, at their discretion, for the completion of the following jobs:
i. Assisting the Corporation in sales and marketing of sand in the concerned districts.

ii. Working with the Corporation, and Government Departments for ascertaining demand of sand and arranging fair, transparent and convenient mechanism for availability of sand to the end consumers.

The tenderers must get themselves fully acquainted with loading / unloading points before submission of tender and rates quoted by them for loading into / unloading from trucks / other vehicles, shall be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with loading / unloading points and he shall not be entitled to any compensation arising out of any discrepancy found later on.

VOLUME OF WORK:

i) No definite volume of work to be performed can be guaranteed during the currency of the contract.

ii) The contract, if any which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation / instructions to the tenderer and as given in the Annexure I to this tender.

THE INSTRUCTIONS TO BE FOLLOWED FOR SUBMITTING THE TENDER ARE SET OUT BELOW:-

1. INFORMATION ABOUT TENDERERS:

   The tenderers must furnish full, precise and accurate details in respect of information asked for in 'Annexure I' attached to this RFP. Tenderers should also furnish the required information about their income-tax assessment, name of their Bankers, Bank Statement of last six months etc.

2. SIGNING OF TENDER:

   Person or persons signing the tender shall state in what capacity he or they are signing tender e.g. as a sole proprietor of a firm or as a Manager / Director etc. of a Limited Company. In the case of Partnership firms the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The attested copy of the Partnership Deed,
details of partner (in case of Partnership Firm), Memorandum & Articles of Association together with constitution of Board (in case of companies) should be furnished along with the Technical Bid.

3. **RFP DOCUMENT FEES**

   a. RFP document can be purchased at the address provided in Section 8(C) by submitting a non-refundable bank demand draft of Rs. 5,000/-, drawn in favour of BSMC Limited, payable at Patna from any scheduled commercial bank.

   b. The bidder may also download the RFP documents from the website http://mines.bih.nic.in/. In such case, the demand draft of RFP document fees should be submitted along with the Technical Bid. Bid received without or with inadequate RFP Document and fees shall be rejected.

4. **EARNEST MONEY**

   Each tender must be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft from any scheduled commercial bank in favour of BSMC Limited, payable at Patna. Tenders not accompanied by earnest money shall be summarily rejected.

   The earnest money shall be liable to forfeiture if the tenderer, after submitting his tender, modifies his offer and or the terms and conditions thereof in any manner.

   The earnest money is also liable to be forfeited in the event of the tenderer’s failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

5. **SECURITY DEPOSIT:**

   i. The successful tenderer shall furnish within a week of the acceptance of his tender, a security deposit equivalent to an amount expressed in Indian Rupees equivalent to the landed value of quantity of one (1) railway rake of sand at Buffer Stock Depot of the Corporation.

   ii. The Security Deposit shall be deposited in favour of BSMC Ltd., payable at Patna in the form of Demand Draft issued by any scheduled commercial bank.
iii. The Security Deposit furnished by the tenderer would be subject to the terms and conditions given in the ‘Annexure I’ to the tender and the Corporation will not be liable for payment of any interest on the security deposit.

iv. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

6. EXECUTION OF AGREEMENT:

"The successful tenderer within a week of acceptance of his / their tender, will execute an agreement at the Head Office. In the event of failure of the successful tenderer to execute the agreement within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderer and the earnest money will be forfeited."

7. DOCUMENTS TO BE ATTACHED TO TENDER:

i. Attested copies of partnership deed and power of attorney (if required) must be submitted by the tenderer along with the tender. After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney.

ii. In case of Limited Company, attested copies of Articles of Association, Memorandum of Association together with extract of Board Resolution must be submitted by the tenderer along with the tender. The proof of the Authorized and Paid up Capital be given for verification failing which Corporation will be entitled to cancel the contract at the risk and cost of tenderer.

iii. The tenderer should submit the tender document including invitation to tender without detaching any page or pages duly filled in completed and signed on each page of tender form.

iv. Tenders not accompanied by all the pages, annexures, intact, duly filled in and signed may be ignored.

v. All the enclosures must be signed by the tenderer.

Note: Corporation on its own discretion can demand certain documents relating to competency, financial soundness, experience etc. of tenderer during finalization of the contract.
8. SUBMISSION OF TENDER

A. The bidders should submit their responses as per the format given in this RFP in the following manner:

   a. Pre-Qualification and Technical Bid
   b. Financial Bid

Please Note the followings:

   i. The prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.

   ii. Any deficiency in the documentation may result in the rejection of the Bid. The bids shall be submitted in hard copies in the office of Bihar State Mining Corporation Limited as per the instructions available on the website.

   iii. The word “Technical Bid” and “Financial Bid” as the case may be, must be clearly written on top of respective envelopes.

   iv. Technical Bid shall be accompanied with an earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) by demand draft of any scheduled commercial bank in favour of BSMC Ltd. Payable at Patna.

   v. The tenderer, who have downloaded the tender form from the website shall have to pay an amount of Rs. 5000/- only (Rs. Five Thousand only) along with the Technical Bid. The amount shall have to be in the form of demand draft drawn on any scheduled commercial bank in favour of BSMC Ltd. payable at Patna.

   vi. All credentials, documents and copies of certificate / information called for would be submitted along with the Technical Bid.

   vii. The Technical Bid only shall be opened on the due date and time specified, in the presence of the tenderer or their authorized representative who may wish to be present. The Financial Bid of only such tenderers, whose Technical Bid is found to be qualified, shall be opened. The time and date of opening of Financial Bid shall be fixed and intimated to qualified parties only, within seven working days of opening of technical bids.

   viii. Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same.
ix. It should be clearly understood by the Tenderer that no opportunity shall be given to them to modify or withdraw their offer at a stage when the Financial Bid is known to all tenderer(s) and the Corporation.

x. The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer.

xi. Out station tenderers are advised to send their tenders by Couriers.

B. PROPOSAL PREPARATION COSTS

a. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by the Corporation to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

b. The Corporation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

C. MODIFICATION

The Corporation reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

D. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the below address in hard Copies before the submission time:

General Manager (HR & Admin)  
Bihar State Mining Corporation Limited  
Vikas Bahwan (New Secretariat)  
Bailey Road, Patna-800015
ANNEXURE-I

Terms and conditions governing Contracts for Transport, loading / unloading of sand at balughats, railheads and Buffer Stock Depots of the Corporation:

I. DEFINITIONS:

a. The terms 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and acceptance of tender and such general and special conditions as may be added to it.

b. The term 'empanelled agency' shall mean and include the person or persons, firm or company, with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be.

c. The term "Corporation" wherever occurs shall mean the Bihar State Mining Corporation Limited, established under Companies Act, 2013 and will include its successors and assigns.

d. The Term "Buffer Stock Depot" shall mean buffer stock depots, situated within a radial distance of 10 kilometers from rail heads, belonging to or in occupation of the Corporation and shall also include other storage facilities like open plinth, covered storage structures etc. as required to be operated by the Corporation from time to time.

e. The term "Truck" wherever mentioned shall mean mechanically driven vehicles such as lorries etc. and shall exclude animal drawn vehicles.

f. The term "MD" wherever mentioned shall meant the Managing Director of Bihar State Mining Corporation Limited.

II. BALUGHATS

There will not be any role of the Corporation for selection of balughats from where sand will be loaded by the empanelled agency. The empanelled agency are free to load sand from any balughat situated anywhere in India.
III. LIST OF DOCUMENTS TO BE ATTACHED IN TECHNICAL BID

The Bidders are required to submit following documents with Technical Bid:

i. In case of Company, attested copy of Memorandum & Articles of Association together with constitution of Board of Directors.

ii. Attested copy of Partnership Deed in case of the Partnership Firm together with relevant details of all the partners

iii. Audited Copy of Financial Statement of last 3 financial years

iv. Attested copy of Income Tax Return for last 3 financial years.

v. Attested copy of GST Registration Certificate

vi. Bank Statement of last six months

IV. PARTIES TO THE CONTRACT:

a. The parties to the contract are the contractors and the Corporation represented by the CEO and / or any other person authorized and acting on his behalf.

b. Notices or any other action to be taken on behalf of the Corporation may be given / taken by the CEO or any other officer so authorized and acting on his behalf.

V. CONSTITUTION OF CONTRACTORS:

a. Tenderers shall at the time of submission of tender declare whether they are sole proprietor concern or registered partnership firm or limited company incorporated in India. The composition of the partnership and names of directors of companies, as the case may be, shall also be indicated. The empanelled agency shall also nominate a person in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the empanelled agency in respect of the contract and whose acts shall be binding on the empanelled agency.

b. The empanelled agency shall not during the currency of the contract, make without the prior approval of the Corporation any change in the constitution of the firm. The empanelled agency shall notify to the Corporation the cessation / death / resignation of the partners / directors immediately on the occurrence of such an event.
VI. **RELATIONSHIP WITH THIRD PARTIES:**

All transactions between the empanelled agency and third parties i.e. railway authorities, laborers, transporters etc. shall be carried as between two principals without reference in any event to the corporation. The empanelled agency shall also undertake to make third parties fully aware of the position aforesaid. There shall not be any accountability of the Corporation in any transaction of empanelled agency with the third parties.

VII. **PERIOD OF CONTRACT**

The contract shall remain in force for a period of one year from the date of award or such later date as may be decided by the MD but the MD reserves the right to:

i. To extend the period of contract for a further period on the same rates, terms and conditions.

ii. To terminate the contract at any time during its currency, without assigning any reasons thereof by giving 15 days’ notice in writing to the empanelled agency at their address provided in the agreement and the empanelled agency shall not be entitled to any compensation by reason of such termination.

The action of the MD of the Corporation, shall be final, conclusive and binding on the empanelled agency.

VIII. **SECURITY DEPOSIT**

i. The empanelled agency shall furnish within a week of the acceptance of their tender, a security deposit as prescribed in the invitation to tender failing which the contract shall be liable for cancellation at the risk and cost of the empanelled agency and subject to such other remedies as may be open to the Corporation under the terms of the Contract.

ii. The Security deposit shall be deposited in favour of BSMC LTD., payable at Patna in the form of only Demand Draft issued by any scheduled commercial bank.

iii. The Security deposit will be accepted on the clear understanding that the Corporation shall not be held responsible for any loss that may result from failure of the bank or from any other cause.

iv. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
v. The Security Deposit will be refunded to the empanelled agency only after due and satisfactory performance of the services and on completion of all obligations by the empanelled agency under the terms of the contract, and the 'empanelled agency, subject to such deductions from the security as may be necessary for making up the Corporation’s claims against the empanelled agency.

vi. In the event of terminating of the contract the Corporation shall have the right to forfeit the entire or any part of the amount of Security Deposit lodged by the empanelled agency or to appropriate the Security Deposit or any part thereof in or towards satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

vii. The decision of MD in respect of such damages, losses, charges, costs or expenses shall be final and binding on the empanelled agency.

viii. Whenever the Security Deposit falls short of the specified amounts, the empanelled agency shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

IX. SUMMARY TERMINATION

i. In the event of the empanelled agency having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any terms and conditions governing the contract, the Managing Director shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the empanelled agency and to claim from the empanelled agency s any resultant loss sustained or costs incurred.

ii. The Managing Director shall also have, without prejudice to other rights and remedies the right in the event of breach by the empanelled agency of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the empanelled agency and or forfeit the security deposit or any part thereof for the sum or sums due to any damage, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the empanelled agency’s negligence or unworkmanlike performance of any of the services under the contract.
iii. The empanelled agency shall be responsible to supply adequate and sufficient labour scales and truck / carts / any other transport vehicle for loading / unloading transport and carrying out any other service under the contract in accordance with the instructions issued by the Corporation or an officer acting on behalf of the Corporation.

X. DESCRIPTION OF THE SERVICES TO BE PERFORMED BY THE EMPANELLED AGENCY

Procurement of Sand
The empanelled agency shall procure such quantity of sand, as may be asked by the Corporation, from the balughats and will further make proper arrangement for transportation of sand.

Transportation

i. The empanelled agency shall arrange to transport such quantity of sand, as may be required by the Corporation, from balughats to private siding, by trucks to be arranged by them. The stock of sand available at private siding will further transported to railway dumping yard at source rail head.

ii. The empanelled agency shall further transport the sand through railway rake to the rail heads situated in the concerned districts.

iii. The empanelled agency shall obtain from the Corporation or an officer acting on his behalf on a define time interval, the particulars quantity of sand required to be transported, the place where trucks should report for loading and destination to which stock would be required to be transported. No toll tax / bridge tax / demurrage / octroi and any other tax will be paid separately for transportation work.

Unloading of Sand from Rakes:

Unloading from wagons, stacking on the platform and loading into trucks or directly loading into trucks, transportation to the Buffer Stock Depots of the Corporation.

The Corporation will ensure further distribution / disbursement, sales and marketing of sand, so unloaded on Buffer Stock Depots through its handling agents / authorized representatives, as the case may be.
XI. PRE-QUALIFICATION CRITERIA*

The bidders shall fulfil the following criteria:

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<tr>
<th>Sl. No.</th>
<th>Parameters</th>
<th>Whether Met</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>The intending bidder must be a firm / coop society / company incorporated in India registered under the Act, for the time being in force, and must be in the business of transportation. Maximum of Two Consortium Members will be allowed.</td>
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<tr>
<td>2.</td>
<td>Average turnover Rs. 2 Cr. during the last three financial years.</td>
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<tr>
<td>3.</td>
<td>Positive Net Worth of at least Rs. 2 Cr. during the last three financial years.</td>
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<td>4.</td>
<td>Work experience in relevant field</td>
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<td>5.</td>
<td>Availability of Private Site for dumping of sand</td>
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<td>6.</td>
<td>Amount of EMD</td>
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<tr>
<td>7.</td>
<td>RFP Document Fee (if downloaded from website)</td>
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Note:

i. All the above mentioned documents shall be submitted along with the Technical Bids in hard copy on the date specified in the notice. If Bidder fails to submit any of the above mentioned documents, his/her bids shall stand is disqualified.

ii. The Financial Bids shall not be submitted with the Technical Bids. The Financial Bids are to be submitted separate envelope. The price quoted in the Financial Bid shall be in clear & legible.
XII. TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

i. Cover Letter for proposal

ii. Particulars of the Bidder

iii. Undertaking on Total Responsibility in the form of affidavit-cum-declaration stating fulfilling the technical and financial capabilities.

iv. Compliance Sheet for Pre-Qualification Criteria

v. Copy of tender document, with each stamped and manually signed

vi. Respective ownership / management operators work order to be submitted.

vii. Details of Turnover together with Net worth

viii. Demand Draft of Rs. 5,000/- and Rs. 50,000/- in favour of “BSMC Ltd., payable at Patna” towards RFP Document Fee and EMD respectively.
XIII. FINANCIAL BID

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Service Description</th>
<th>Rate of sand in rupees per 100 CFT of sand (including all taxes, duties, levies and other expenses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>From Balughat to Muzaffarpur Depot</td>
<td></td>
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<tr>
<td>2.</td>
<td>From Balughat to Darbhanga Depot</td>
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<tr>
<td>3.</td>
<td>From Balughat to Saharsa Depot</td>
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</table>

Note: No financial quote shall be enclosed along with the technical bid.
## XIV. SCHEDULE OF BID PROCESS

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<thead>
<tr>
<th>Sr. No.</th>
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<tr>
<td>1.</td>
<td>RFP No. and Date</td>
<td>RFP No.: Raketrns/01/2019</td>
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<td></td>
<td>16&lt;sup&gt;th&lt;/sup&gt; Jan, 2019</td>
</tr>
<tr>
<td>2.</td>
<td>Date of issue of tender document</td>
<td>16&lt;sup&gt;th&lt;/sup&gt; January, 2018</td>
</tr>
<tr>
<td>3.</td>
<td>Pre Bid Meeting</td>
<td>18&lt;sup&gt;th&lt;/sup&gt; January, 2019 at 11:00 AM in the office of BSMC Ltd.,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vikas Bhawan, Patna - 800015</td>
</tr>
<tr>
<td>4.</td>
<td>Last Date of Submission of Bid</td>
<td>28&lt;sup&gt;th&lt;/sup&gt; January, 2019 at 03:00 P.M.</td>
</tr>
<tr>
<td>5.</td>
<td>Opening of Technical Bids</td>
<td>29&lt;sup&gt;th&lt;/sup&gt; January, 2019 at 03:00 P.M.</td>
</tr>
<tr>
<td>6.</td>
<td>Place, Time and Date of opening of Financial Bid</td>
<td>To be communicated to technically successful bidders</td>
</tr>
<tr>
<td></td>
<td>received in response to the RFP notice</td>
<td></td>
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<tr>
<td>7.</td>
<td>Contact person for queries</td>
<td>General Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bihar State Mining Corporation</td>
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<tr>
<td></td>
<td></td>
<td>email: <a href="mailto:csbsmc@yahoo.com">csbsmc@yahoo.com</a></td>
</tr>
<tr>
<td>8.</td>
<td>Addressee and address at which proposal in</td>
<td>General Manager</td>
</tr>
<tr>
<td></td>
<td>response to RFP notice is to be submitted:</td>
<td>Bihar State Mining Corporation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Department of Mines &amp; Geology</td>
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<td></td>
<td></td>
<td>Vikash Bhawan, Patna - 800015</td>
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