



|  |  |  |
|--|--|--|
| <p>ईस्टर्न कोलफील्ड्स लिमिटेड<br/>अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय<br/>सांकतोड़िया, पत्रालय- डिसेरगढ़,<br/>जिला- बर्धमान, पश्चिम बंगाल-713333<br/>सी.आइ.एन.-<br/>U10101WB1975GOI030295<br/>वेबसाइट- www.easterncoal.nic.in</p> | <br><br> | <p><b>EASTERN COALFIELDS LIMITED</b><br/>Office of the Chairman-cum-Managing<br/>Director<br/>Sanctoria, P.O.: Dishergarh,<br/>Dist.-Burdwan, West Bengal-713333<br/>CIN-U10101WB1975GOI030295<br/>Website- www.easterncoal.nic.in</p> |
|--|--|--|

NIT No.: ECL/HQ/GM(C)/e-Tender/18-19/180

Date: 31.12.2018

### e-TENDER NOTICE

1. Tenders are invited online on the website <https://coalindiaticenders.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 :-

| Description of work  | Estimated Contract Value (ECV) (In ₹) (Excluding GST & GST Compensation Cess) | Earnest Money (In ₹) | Period of Completion (In Days) |
|--|---|----------------------|--------------------------------|
| Installation and commissioning of Reverse Osmosis based water filter plant of capacity 5000 litres per hour one each at Badjna Colliery and Kumadubhi Colliery under Mugma Area. | 56,79,978.54  | 71,000.00            | 90 Days (Ninety )              |

#### 2. A) Details of GST Registration of ECL:

|              |                  |                 |
|--------------|------------------|-----------------|
| GSTIN of ECL | West Bengal (WB) | Jharkhand (JH)  |
|              | 19AAACE7590E1ZI  | 20AAACE7590E3ZX |

#### B) Salient Details of Tender:

|                                     |  |
|-------------------------------------|--|
| Application Fee                     | Not Applicable                               |
| Goods & Services Tax (GST)          | Applicable                                   |
| Input Tax Credit (ITC) to ECL       | Not Available                                |
| Reverse Auction                     | Not Applicable                               |
| Price Variation Clause (Escalation) | Not Applicable                               |
| Joint Venture (JV)                  | Not Allowed                                  |
| Basis of Updated Estimate           | Analysed Rate on Minimum wages as per latest |

### 3. Time Schedule of Tender:

| Sl. No. | Particulars                                 | Date (DD:MM:YYYY)               | Time (HH:MM) |
|---------|---|---------------------------------|--------------|
| a.      | Tender e-Publication date                   | 07.01.2019                      | 17:00        |
| b.      | Document download start date                | 07.01.2019                      | 17:00        |
| c.      | Document download end date                  | 23.01.2019                      | 17:00        |
| d.      | Bid submission start date                   | 08.01.2019                      | 12:00        |
| e.      | Bid submission end date                     | 23.01.2019                      | 17:00        |
| f.      | Start date for seeking clarification online | 07.01.2019                      | 17:00        |
| g.      | Last date for seeking clarification online  | 16.01.2019                      | 17:00        |
| h.      | Bid Opening date (Cover-I & Cover-II)       | 25.01.2019                      | 12:00        |
| i.      | Reverse Auction Date (As Applicable)        | On date of opening of Price Bid |              |

### 4. Deposit of EMD:

The bidder will have an option for submitting EMD **ONLINE** from any scheduled Bank.

**Online mode:** The bidder can make payment of EMD either through net banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank.

i) In case of payment through **NETBANKING** the money will be immediately transferred to ECL's designated Account.

ii) In case of payment through **NEFT/RTGS** the bidder will have to make payment as per the Challan generated by the system on e-Procurement portal before submission of bid by visiting bank. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in ECL's account and the information flows from Bank to e-Procurement system.

**NOTE:** 1. After successful payment of EMD either through Net Banking or NEFT/RTGS, bidder is advised to log on to <https://coalindiatenders.nic.in> and click on "**Payment Verification Button**" to check the transaction status of EMD.

**5. EMD Exemption (For E&M Tenders only):** The bidder claiming for exemption will have to upload the scanned copy of document (attested by notary public) in support of exemption as per NIT. Prior approval for availing exemption of EMD is required to be obtained by the CMD of ECL. However, Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation Limited (NSIC), a Public Sector Undertaking under the administrative control of the Ministry of Micro, Small and Medium Enterprises are not required to take approval for availing exemption of EMD".

**6. Downloading of Tender document:** The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

**7. Seeking Clarification by bidder:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to **7 (Seven) days** before the end date of bid submission. The replies to clarifications sought by bidders should be given by the department at least **2 (Two) days** before the end date of bid submission.

**8. Eligible Bidders:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in **Clause No. 10** of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.

**9. Joint Venture (JV)** shall be allowed for participate in the bid with estimated cost above ₹ **2 Crores**. In case of JV, the bidder is required to enroll in the name of Joint Venture.

**Conditions of JV:** Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (*applicable for bids having estimated cost above Rs. 2 Crores*). Joint Ventures must comply, the following requirements:

i) Following are the minimum qualification requirements for Joint Venture

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under Cl. No. 10 (A) of NIT towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover) of the individual Partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Cl. 10 (B) of NIT towards fulfillment of qualification criteria related to financial turnover and net worth.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected .If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by JV before making any payment.

## 10. Eligibility Criteria:

A. **WORK EXPERIENCE:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last **7 (Seven) Years** ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

**Three similar** completed works each costing not less than the amount equal to **40%** of the estimated cost.

**OR**

**Two similar** completed works each costing not less than the amount equal to **50%** of the estimated cost.

**OR**

**One similar** completed work costing not less than the amount equal to **80%** of the estimated cost.

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub- contractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited. The experience of incomplete/ongoing works, as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said **7 (Seven) Years** period.

Cost of previous completed works shall be given a simple weightage of **5%** per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, **till the last day of month** previous to one in which bid has been invited.

**The above qualification criteria shall be fulfilled by JV in the following manner.**

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

**a)** In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

**Or**

**b)** In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement.

**Or**

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

**Or**

**c)** In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

i) Any one partner can match the above requirement.

**Or**

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

**Or**

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have:-

i) More than 50 (fifty) % share in J.V. and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender.

## **The definition of SIMILAR nature of work:**

**The definition of SIMILAR nature of work: “Construction of any type of Water Filtration plant (Gravity/Pressure filter) with allied Civil Works”**

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

i) Start date & end date of each qualifying experience (similar work).

ii) Agreement Number/Work Order Number of each experience.

iii) Work Order Issuing authority of each experience.

iv) Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm).

v) Executed Value of work against each experience.

**B. FINANCIAL TURNOVER:** Average annual financial turnover of Works during the last **3 (Three) Years** ending 31<sup>st</sup> March of the previous financial year should be at least **30%** of the estimated cost.

(The "Previous Financial Year" shall be computed with respect to the date of NIT/e-Publishing date).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken, as 'Zero' and the average annual financial turnover shall be calculated accordingly.

The system shall calculate the average of the financial turnover of 3 years furnished by the bidder by adding **5%** for each completed year (total number of days/365) after the end of respective Financial Year ( i.e. 31st March) **till the last day of month** previous to one in which e-Tender has been invited

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

- i) Annual financial turnover of each of the last 3 years ending 31<sup>st</sup> March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate
- iii) Membership Number of the Chartered Accountant
- iv) Date of issue of financial turnover certificate by C.A.

**Note:** The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. However, the information against Sl. No.(ii), (iii) & (iv) above will be given w.r.t the lead partner of JV only.

**C. GOODS & SERVICES TAX (GST): (Not Applicable for Exempted Goods/Services)**

The bidder should be either:

GST Registered Bidder/Dealer

**OR**

GST unregistered Bidder/Dealer

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

The following documents depending upon the status w.r.t. GST as declared by Bidder in the BOQ sheet:

a) **Status:** GST registered Bidder/Dealer:

**Document:** GST Registration Certificate (i.e. GST Identification Number) issued by appropriate authority.

b) **Status:** GST unregistered bidder/Dealer:

**Document:** A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.

*[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t. GST in compliance with relevant GST rules or GST Registration Certificate of JV]*

**Note:** In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

**D. LEGAL STATUS OF THE BIDDER:** Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/**Individual status of the bidder.**
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

**E. PERMANENT ACCOUNT NUMBER (PAN):** The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on line:

i) Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

**F. DIGITAL SIGNATURE CERTIFICATE (DSC):** If the bidder himself is the valid DSC holder bidding online then no document is required. However, if the valid DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of DSC in the form of Yes / No.

**G. VALID ELECTRICAL LICENSE (For E&M works only):** Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45. (In case the bidder is a Joint Venture, at least one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45).

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of valid Electrical License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45 in the form of Yes/No.

**H. CMPF/EPF REGISTRATION NUMBER:** The bidder should possess a valid Registration No. under CMPF/EPF issued from the office of the Competent Authority.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

- i. Confirmation regarding possessing of Registration No. under CMPF/EPF issued to the bidder from the office of the Competent Authority, in the form of Yes / No.

It may be noted that the bid will be ***straightaway rejected in case the bidder is not registered under CMPF/EPF.***



## 11. INSTRUCTIONS TO BIDDERS (ITB):

- i) **Submission of Bid:** In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at <https://coalindiatenders.nic.in> with valid 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. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The prospective bidders should register for availing the services through the option “**Online Bidder Enrollment**” on the home page of <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- ii) 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 website. Under any circumstances, ECL 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.
- iii) The bidders will have to accept unconditionally the online User Portal Agreement available at <https://coalindiatenders.nic.in> 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This User Portal Agreement will be a part of NIT and the agreement.
- iv) In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage, which changes the eligibility status of the bidder.
- v) For online submission of tender, the bidders will have to upload “Letter of Bid”, all the confirmatory documents as prescribed in the CHECK LIST of NIT in **Cover-I** and only “Price-bid” in **Cover-II**. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in Cover I.
- vi) **LETTER OF BID (LOB):** The format of Letter of Bid (as given in the Tender Documents) will be downloaded by the bidder and will be printed on Bidder’s letterhead and the scanned copy of the same will be uploaded during bid submission in cover-I. 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 website and it should not contain any other information.

The Letter of Bid (LOB) 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 department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.



**vii. CONFIRMATORY DOCUMENTS:** All the confirmatory documents as enlisted in the **CHECK LIST** of NIT in support of online information submitted by the bidder are to be uploaded in **Cover-I** by the bidder while submitting his/her bid.

**viii. PRICE BID:** The Price bid containing the Bill of Quantity will be in **.xls** format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in **Item Rate or Percentage Rate** BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to company).

**NOTE:** The rates quoted by bidder shall be inclusive of all Taxes, if any applicable, but excluding Goods & Service Tax (GST) & GST Compensation Cess.

The system will compute the amount of GST and GST Compensation Cess (if applicable), as per predefined logic in the BOQ sheet. The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

**DECISION OF L1: The L-1 will be decided based on "COST TO COMPANY" in the following manner:**

**(i). If Input Tax Credit is Available:**

COST TO COMPANY = Quoted Price of Bidder excluding (GST + GST Compensation Cess) (as applicable)

**(ii). If Input Tax Credit is Not Available:**

COST TO COMPANY = Quoted Price of Bidder excluding GST and GST Compensation Cess (as applicable) (+)  
Amount of GST + GST Compensation Cess (as applicable)

**Payment/deposit of GST is the responsibility of the Contractor (Supplier).**

**NOTE:** Payment of GST and GST Compensation Cess (if applicable) would be made to the Contractor only on submission of Bill/Invoice in accordance with the provision of relevant GST Act & Rules and after filing of return online on the GST Portal. Input Tax Credit is to be availed by ECL as per rule.

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

**ix. Tender Status:** It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated email and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

**12. OPENING OF BID:** Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

**INSTRUCTIONS TO BIDDERS w.r.t. REVERSE AUCTION (Applicable for ECV ₹ 1 Crore & above):**

a) Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1

price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

- b) Reverse Auction Process (RAP) will be initiated after opening of price bids, as detailed in Cl. 15.
- c) There will be no participation fees for e-Reverse auction.
- d) Initial period of reverse auction will be 2 (Two) hours. There will be auto extensions of time every time by 10 (Ten) minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- e) The L1 price / Start Bid price is cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.

The bidder(s) who have participated in the reverse auction has to upload the **Breakup** of cost to company Prices in the confirmatory documents. The detailed Breakup of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the cost to company rate offered by him in the reverse auction is exactly same. **The bidder will not be allowed to increase the rate of any item while submitting the breakup.** While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the bidder(s) fail(s) to submit the break-up of cost to company price within stipulated period or the breakup given by the bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing items rates on the basis of the breakup of the e-Price Bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.

- f) **Start Bid Price:** The Start Bid Price for Reverse Auction will be **L1 Price or approved Estimated/Justified Price (only estimated price in case of mining tenders) + 10% + applicable GST including GST Compensation Cess, if any taking into consideration of Input Tax Credit, if applicable whichever is lower.**

**NOTE :** *If the L-1 is higher than the Start Bid Price (Estimated/Justified Price + 10% + applicable GST including GST Compensation Cess, if any taking into consideration of Input Tax Credit, if applicable) and the RAP is not triggered within the scheduled time, the cases will be **retendered**.*

- g) **Decremental Value:** The decrement value will be **0.5 %** of the start bid price. The reduction by the bidder shall have to be made as per decrement value or in multiple thereof. **The maximum seal Percentage in one go will be fixed as 2 % over and above existing normal decrement value of 0.5 % i.e. total 2.5 % of Start Bid price/last quoted price during reverse auction, whichever is lower.**
- h) System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction dashboard. System provides bidder details along with bid documents at the end of reverse auction process only.
- i) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

- j) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2, etc.) will be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever
- k) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- l) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- m) The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- n) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by ECL will form a binding contract between ECL and the bidder for entering into a contract. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- o) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount will not be considered for evaluation of offers but will be availed if order is placed on such tenderer.
- p) The L1 bidder after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the L1 cost to company rate offered by him in the reverse auction is exactly same, otherwise it may be treated as defaulter and will attract penal action. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-Price Bid. In case the L1 bidder fails to submit the break-up of cost to company price within stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e-Price Bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.
- q) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- r) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- s) Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e- mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.
- t) Since, reverse auction is a sequel to e-Tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction

**13. Evaluation by SYSTEM:** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.

Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

**14. Evaluation by EVALUATOR:**

- A. After opening of Price Bid/Auction Bid, the documents submitted by L-1 bidder in Cover-I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **7 days** (10 x 24 hours) time for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. If the L1 bidder fails to submit the specified document/s in 7 (Ten) days, **5 more days** (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.
- C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder then his **bid shall be rejected and EMD of L-1 bidder will be forfeited.**
- F. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.

- G. The process as mentioned at **Cl. 14 F** would be repeated till the work is either awarded or all the eligible bidders are exhausted.
- H. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- I. The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates.
- J. After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

### 15. CHECK LIST of Documents (To be uploaded by all the Bidders):

| Sl. No. | Eligibility Criteria  | Scanned copy of documents ( <b>SELF ATTESTED</b> ) , to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as <b>CONFIRMATORY DOCUMENT</b>  |
|---------|---|--|
| 1.      | <b>WORK EXPERIENCE</b><br><i>(Ref. Clause No.10 (A) of NIT)</i>     | For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought online. In case of Sub- contractor suitable document as per provision of eligibility, if applicable.<br><br>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents. Along with Work Order & TDS certificate. |
| 2.      | <b>FINANCIAL TURNOVER</b><br><i>(Ref. Clause No. 10 (B) of NIT)</i> | Financial Turnover certificate for last 3 (Three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.<br><br><i>(In case of JV, turnover certificate for each individual partner of JV)</i>   |

|           |  |   |
|-----------|--|---|
| <p>3.</p> | <p><b>GOODS &amp; SERVICES TAX (GST) REGISTRATION</b><br/><i>(Ref. Clause No. 10 (C) of NIT)</i></p> | <p>The bidder should be either:</p> <p style="text-align: center;">i) GST Registered Bidder/Dealer<br/><b>OR</b><br/>ii) GST unregistered Bidder/Dealer</p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer:</p> <p style="padding-left: 40px;">Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder/Dealer:</p> <p style="padding-left: 40px;">Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></p> |
| <p>4.</p> | <p><b>LEGAL STATUS OF THE BIDDER</b><br/><i>(Ref. Clause No.10 (D) of NIT)</i></p>                   | <p><u>Any one of the following document:</u></p> <p>I) Affidavit or any other document to prove proprietorship/individual status of bidder.</p> <p>II) Partnership deed containing name of partners.</p> <p>III) Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</p> <p>IV) Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p>   |
| <p>5.</p> | <p><b>VALID PERMENANT ACCOUNT NUMBER (PAN)</b><br/><i>(Ref. Clause No. 10 (E) of NIT)</i></p>        | <p>PAN card issued by Income Tax department, Govt. of India.</p> <p><i>(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)</i></p>   |

|  |  |  |
|--|--|--|
| 6.   | <b>AUTHORIZATION FOR VALID DIGITAL SIGNATURE CERTIFICATE (DSC)</b><br><br><i>(Ref. Clause No. 10(F) of NIT)</i>  | If the bidder himself is the DSC holder bidding online then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.  |
| 7.   | <b>VALID ELECTRICAL LICENSE</b><br>(For Electrical Works only)<br><br><i>(Ref. Clause No. 10 (G) of NIT)</i>   | Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45.<br><br>(In case the bidder is a Joint Venture, at least one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule - 45.) |
| 8.   | <b>VALID CMPF/EPF NO.</b><br><br><i>(Ref. Clause No. 10 (H) of NIT)</i>  | CMPF/EPF Registration Certificate issued by Competent Authority.   |
| 9.   | <b>LETTER OF BID (LOB)</b>   | Letter of Bid on the bidder's letter head, in the prescribed format.   |
| 10.  | An undertaking regarding genuineness of the information furnished by him online and authenticity of the scanned copy of documents uploaded by him online in support of his eligibility, as per the format given in the Tender Documents. |  |
| 11.  | Any other document to support the qualification information as submitted by bidder online.   |  |
| <b>NOTE: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</b> |  |  |

**16. One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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 proposals with the Bidder's participation to be disqualified.

**17. Refund of EMD:** The Earnest Money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Price-bid and those who have not emerged as L-1 tenderer after opening of Price-bid. The Earnest Money deposited by the L-1 bidder in the form of NEFT/RTGS shall be adjusted against Performance Security Deposit (PSD).

- a. The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).



- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department and Necessary tax as per relevant provisions/ rules/notifications under the GST Act will be levied and recovered along with EMD/ Penalty at the time of forfeiture of EMD and impositions of penalty, if any.

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by ECL and will be adjusted to Performance Security Deposit.

- 18.** Every Tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

- 19.** All Duties taxes and other levies, payable by the contractor (**Excluding GST and GST Compensation Cess (if applicable)**) under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

- 20. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

- 21.** The Tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

- 22. Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in **Indian Rupees (INR)** only.

- 23.** The work should be completed within the stipulated period which shall be reckoned from the 10<sup>th</sup> day of issue of Letter of Acceptance/work order or from the actual date of handing over the site or handing over reasonable number of working drawings to the contractor, whichever is later.

- 24.** On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own

expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

25. The Tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/supervisory personnel required for execution of the work.
26. **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.
27. 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.
28. The Bidder, who's Bid has been accepted, will be notified of the award online and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board online. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer 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 work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. 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.
29. **Bid Validity:** The validity period of the tenders shall be **120** (One Hundred and Twenty) **days** from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer 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. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of the extension and in compliance with Clause 4 of NIT in all respects.

The Tenderer 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 tenderer violates to abide by this, the Company will be entitled to take action as per Clause No. 30 (Modification and Withdrawal of Bid) of NIT.

### **30. Modification and Withdrawal of Bid:**

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- i. The EMD will be forfeited. Earnest Money/Performance Security forfeited will be inclusive of GST and impositions of penalty, if any.
- ii. The bidder will be debarred for **1 Year** from participating in tenders in ECL.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- If the bidder withdrawing his bid is other than L 1, the tender process shall go on.

- If the bidder withdrawing his bid is L-1, then re-tender will be done.

**Note:**

i. In case of clause above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for 1 (One) year from participating in tenders in ECL.

This letter will be circulated to all Areas and ECL, HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against above will be enforced from the date of issue of such order.

**31. Bid Extension:** If number of bids received online is found to be less than **3 (Three)** on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of **2 (Two) days** ending at 17.00 hrs and if the number of bids still remains less than three then for another **5 (Five) days** ending at 17.00 hrs:

- i) Last date of submission of Bid
- ii) Last date of receipt of EMD
- iii) Date of opening of Tender

**32. Additional performance security** (applicable for item rate as well as percentage rate works): Additional performance security shall be applicable if the bid price is below **15%** of the justified price finalized by the owner. The amount of such additional performance security shall be the difference between **85%** of the justified price finalized by the owner and quoted price. Justified price shall be based on prevalent market rate of materials and labour, analyzed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder. Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract. This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bids.

**33.** 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.

**34.** The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

**35.** This Tender Notice shall be deemed to be part of the Contract Agreement.

**36.** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

- 37. The quoted rate should be inclusive of all charges, on account of octroi, terminal and other duties, etc. (excluding GST and GST Compensation Cess (if applicable)).**
- 38.** The other terms and conditions of NIT **not covered** under this document will be as per the Manual of Civil Engineering works (MCEW) of CIL and Manual for e-Procurement of “works and services in CIL and subsequent amendments thereafter, which may be seen on [www.coalindia.in](http://www.coalindia.in) and [www.easterncoal.nic.in](http://www.easterncoal.nic.in).
- 40.** Payment of wages including **CMPF/EPF** etc. to workmen as per **Minimum Wages Act** (Relevant/Applicable) has to be made through Nationalized Bank only. The **GST** will be applicable as per extent rule.
- 41.** The attendance of Contractor’s employee shall be through **Biometric Attendance System**. The device will be installed by the contractor.
- 42.** 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 tenderers or accept the tender in part and not in its entirety.
- 43.** Other details may be obtained from the General Terms and Conditions and additional Terms and Conditions, which also Uploaded along with NIT.
- 44.** Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.
- 45.** If ECL fails to claim Input Tax Credit on eligible input Services or the Input Tax Credit claimed is disallowed due to the failure on the part of the supplier of services in incorporating the tax invoices issued to ECL in its relevant returns under relevant GST laws, payment of CGST & SGST or IGST, GST Compensation Cess wherever applicable as shown in tax invoices to the tax authorities, issue of proper Tax Invoice or any other reason whatever, the applicable taxes and Cess paid based on such Tax Invoices shall be recovered from the current bills or any other dues of supplier.
- 46.** If the Tax Invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (Claimed on the basis of Such Invoice) by the tax authorities. The applicable taxes & cess paid based on such Tax Invoices & Interest/ penalty (if charged by tax authorities) shall be recovered from current bills or any other dues of the supplier.
- 47. E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.
- 48. Site Visit:** The Bidder, at the Bidder’s own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder’s own expense.
- 49. Integrity Pact** (Applicable for ECV ₹2 Crore & above): The bidders are requested to go through the integrity pact which is a part of the tender document. Name, address of the Independent External Monitor.

Name, address & contact No. of the Independent External Monitors:

| <b>Sl. No.</b> | <b>Name</b>   | <b>Address</b>   |
|----------------|---|--|
| 1.             | Rakesh Jaruhar, IPS (Retd.)<br>e-mail : rakeshjaruhar@hotmail.com                     | Sector –B/9 , Flat no.6457,<br>Vasant kunj , New Delhi-110070<br>Mobile :- 09868540828 |
| 2.             | Sri Sudhir Kumar<br>e-mail : <a href="mailto:stomar2@gmail.com">stomar2@gmail.com</a> | B-128, Triveni SFS, Sheikh Sarai - 1<br>New Delhi- 110017                              |

(S. K. Jha)  
General Manager (Civil)-HOD  
ECL, HQ

---END---

# USER PORTAL AGREEMENT

## e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

### **A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER I DO HEREBY UNDERTAKE**

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
  - a. Cancellation of my/our bid/contract(a s the case may be)
  - b. Forfeiture of EMD
  - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

### **A. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved.**

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

[www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in) is an e- procurement portal of Coal India Limited/it's Subsidiary.

**THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USERS TERMS AND CONDITIONS SET FORTH BELOW.**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.**

**BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.**

#### **Bidder Registration, Password and Security**

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate. The Online registration/enrollment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **or**, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been /might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using “**Change password**” option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid. By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as “User ID” are protected against changes by Bidder after enrollment and some other information such as “Bidder Name” etc. are protected against changes by Bidder after bid submission.

### **Modification of software**

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site. Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

### **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link „resources required“. Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or ;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

### **Contents of Tender Information**

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

### **Bid Submission Acknowledgement**

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

### **Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

### **User Conduct**



You agree that all information, data, text, software, photographs, graphics, messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

#### **Amendments to a tender published:**

You agree that the CIL/ Subsidiary companies reserves the right to re-tender/cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

#### **Special Admonitions for International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

#### **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

#### **Miscellaneous**

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time Without notice to you. Any rights not expressly granted herein are reserved.

#### **Governing Law**

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary company is situated shall have **non-exclusive** jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

#### **Modification of terms of Agreement**

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

#### **Policy and Security**

##### **General Policy**

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

#### **Information Collected**

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information

required to process your transaction. When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use. We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

### **Use of Cookies**

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

### **Security**

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.