


ईस्टर्नकोलफील्ड्सलिमिटेड (कोल इंडिया का एक अभिन्न अंग) महाप्रबंधकका कार्यालय सतग्राम क्षेत्र, पत्रालय-देवचंदनगर, जिला- पश्चिमबर्धमान, पश्चिमबंगाल-713332 वेबसाइट- www.easterncoal.nic.in		EASTERN COALFIELDS LIMITED (A subsidiary of Coal India Limited) Office of the General Manager Satgram Area P.O.: Deochandnagar Dist.-Paschim Bardhman, West Bengal- 713332 Website- www.easterncoal.nic.in
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NIT No.: ECL/SAT/GM/Admin/Hired Veh/20-21/1259

Date: 14.05.2020

e-TENDERNOTICE

1. Tenders are invited online (**SINGLE COVER SYSTEM**) on the website <https://coalindiatenders.nic.in> from the eligible Bidders having **Digital Signature Certificate (DSC)** issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the work of “

Description of work	Quantity (in Nos)	Estimated contract Value (ECV) (In ₹) (Excluding GST & GST Compensation Cess)	Earnest Money (In ₹)	Period of Completion (In Days)
Hiring of one no. Explosive Van with carrying capacity of not less than 02 Tons on rental basis for transportation of explosives and accessories to all collieries/magazines under Satgram Area, ECL	01 No.	₹ 1496865.00	₹ 6300/-	1095 days (3 Years)

Note:

- a. Working Hours- 24 Hours/day
- b. **The age of vehicle to be deployed will be as follows: Not more than 01 year old.**
- c. Alternative Vehicle shall be provided by vehicle owner in case of breakdown of the vehicle or repair/maintenance of the vehicle, failing which penalty would be imposed by the management which will be two times of hire charges on daily basis or as decided by the competent authority.
- d. Owner of the vehicle will have to maintain all statutory rules and guidelines of the Local Govt. Bodies/State Govt/Central Govt. and also have to maintain liaison with the Dy. Chief Controller of explosive and other state administration relating to carrying of Explosive by the vehicle. The ignorance shall not be taken as excuse.
- e. The drivers for running the Explosive Van must be covered under the insurance by the owner.
- f. Owner of the Explosive Van will have to ensure safe custody of the explosive material being transported.
- g. In case of any accident or untoward incident, Management shall not be held responsible for payment under Workmen Compensation act.
- h. The Explosive Van must be equipped with fire extinguishers etc as per rule.
- i. The price quoted by the bidder shall be firm and fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document

- j. POL will be issued as 01 litre of HSD for every 12Km run and 01 litre Mobil for every 500Km run.
- k. **Hiring charges/day(₹/day):Total value of the contract/ number of days of the contract period.**
- l. The owner will have to maintain Log Book in the prescribed form in proper manner and produce the same daily to the designated Nodal Officer for necessary processing.
- m. Reimbursement of Toll-Tax, Entry Tax, Parking expenses shall be done as per actual subject to production of money receipt.
- n. The bid documents will be available on the e-Procurement Portal of CIL <https://www.coalindiatenders.nic.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored in the central Public Procurement Portal <http://eprocure.gov.in> of Govt. of India.

2. A) Details of 01 No.Explosive Van:

Number of Explosive Van	Capacity	Age of the Van	Covering Areas
01 No.	Capacity of carrying explosives and accessories of Min. 02 Ton	Not more than one year old	All Collieries/Magazines under Satgram Area

B) Details of GST Registration of ECL:

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

C) Salient Details of Tender:

Application Fee	Not Applicable
Goods & Services Tax (GST)	Not Exempted
Input Tax Credit (ITC) to ECL	As applicable
Price Variation Clause	Not Applicable
Joint Venture (JV)	Allowed

3. Time Schedule of Tender:

Sl. No.	Particulars	Date (DD:MM:YYYY)	Time (HH:MM)
a.	Tender e-Publicationdate	20.05.2020	17:00
b.	Document download startdate	20.05.2020	10:00
c.	Document download enddate	01.06.2020	17:00
d.	Bid submission startdate	21.05.2020	10:00
e.	Bid submission enddate	01.06.2020	17:00
f.	Start date for seeking clarificationonline	21.05.2020	10:00
g.	Last date for seeking clarificationonline	25.05.2020	17:00
h.	Bid Openingdate (Cover-I : Technical Bid& Price Bid)	03.06.2020	11:00

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: 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. 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.

6. 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

NOTE: The clarification through any attachment of document should be done on plain paper.

7. Eligible Bidders: The invitation for bids is open to all bidders including an:

- a. Individual/proprietorship firm,
- b. Partnership firm
- c. Joint Venture firm.
- d. Company registered under companies act.

Having eligibility to participate as per eligibility criteria stipulated in NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.

NOTE :Joint Venture/Consortium: Two or three companies/contractors may participate in the tender as Joint Venture (JV)/Consortium.

Joint Ventures /Consortium must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual partners of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in NIT.

- ii) The formation of Joint Venture/Consortium or change in the Joint Venture/Consortium character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium 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 in any bid shall be submitted with a copy of the Joint Venture/Consortium agreement providing the Joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture/Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture/Consortium or association. In case of dissolution of a joint venture/Consortium, 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/Consortium partners in the form of JV/Consortium 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/Consortium. Such JV/Consortium 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/Consortium 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/Consortium 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/Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV//Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortiums including the same entity as partner will be rejected.
- xi) The JV/Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole 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/Consortium or one or more partners of the Joint Venture/Consortium.
- xiii) The JV/Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

If JV/Consortium 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/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.

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

8. Eligibility Criteria:

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

The bidder should be either:

GST Registered Bidder/Dealer
(But not under Composition Scheme)

OR

GST unregistered Bidder/Dealer

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

- i. Confirmation in the form of Yes / No regarding possessing of required document as declared in BOQ sheet with respect to GST status of the bidder.
- ii. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

a. Status: GST registered Bidder/Dealer (*But not under Composition Scheme*):

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.

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.

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

- (i) Affidavit or any other document to prove proprietorship/Individual status of the bidder.
- (ii) Partnership deed containing name of partners.
- (iii) Memorandum & Article of Association with certificate of incorporation containing name of bidder.
- (iv) Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

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

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

C. PERMANENT

ACCOUNT

NUMBER(PAN): The bidders should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of valid Permanent Account Number (PAN) card.

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

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

D. DIGITAL SIGNATURE CERTIFICATE (DSC):

If the bidder himself is the valid DSC holder bidding online then self-declaration as per the *DSC Authorization format*. However, if the valid DSC holder is bidding online on behalf of the bidder then the Power of Attorney as per the *DSC Authorization format* 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 bidder is required to furnish the following information online:

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

9. 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 onetime activity only. The prospective bidders should register for availing these services through the option "**Online Bidder Enrollment**" on the homepage of <https://coalindiatenders.nic.in>. **The registrations should be in the name of bidder** (example given below), whereas DSC holder may be either bidder himself or his duly authorized person.

EXAMPLE: If any bidder willing to participate in the tender as an individual/partnership firm/Joint Venture, the bidder should enroll/register their Company name at CIL's e-Tendering Portal i.e. <https://coalindiatenders.nic.in> as mentioned hereunder:

Name of the bidder as per Legal Status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction Ltd.	Partnership Firm	ABC Construction Ltd.
ABC-XYZ (JV)	Joint Venture	ABC-XYZ (JV)

- 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" along with other documents as prescribed in the Checklist of NIT in Cover-I and only "Price-bid" in Cover-II.
- vi. **LETTER OF BID (LOB):** The format of Letter of Bid 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 the cover. 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. **Price BID:** The Price Bid containing the Bill of Quantity (BOQ) 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-I. 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 1: The rates quoted by bidder shall be inclusive of all Taxes, if any applicable, but excluding Goods & Service Tax (GST) & GST Compensation Cess.

NOTE 2: The bidder is required to write their name in BOQ in line with the name of the bidder/company as registered/enrolled at CIL's e-Tendering Portal i.e. <https://coalindiatenders.nic.in>.

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

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)

NOTE: *GST will be calculated manually and added to L1 value for arriving out of CTC in case BOQ without GST format is used for tendering.

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

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

ix. Tender Status: It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of technical 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.

NOTE: All bids are to be submitted **ONLINE only** on the website i.e. <https://coalindiatenders.nic.in>. No bids shall be accepted **OFFLINE**.

10. OPENING OF BID, EVALUATION & AOC:

I) OPENING OF BID: Both Technical & Price Bid will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

II) EVALUATION BY EVALUATOR:

- A. After opening of bid, the system will provide BOQ Comparative Chart indicating number and name of the bidders along with their bid ranking. On the basis of BOQ Comparative Chart, the documents submitted by L-1 bidder in the cover 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. If it confirms as per NIT, then the bidder will be considered eligible for award of Contract.
- B. **CONFIRMATORY DOCUMENTS:** In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in

case corresponding document have not been uploaded by bidder(s) 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 (7x 24 hours)** time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard 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 dashboard regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) 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 as one time opportunity. No further clarification shall be sought from Bidder.**

- 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 above 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 the bids based on scanned documents uploaded by L-1 bidder and after evaluation of the reasonableness of L-1 rates.

NOTE: Technical evaluation summary is required to be uploaded by Evaluator (under Technical Evaluation Stage) & Financial Evaluation Summary Financial Evaluation stage.

III) AWARD OF CONTRACT (AOC): 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.

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

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidders in support of information / declaration furnished online by the bidder against Eligibility Criteria as TECHNICAL DOCUMENT.
1.	GOODS & SERVICES TAX	The bidder should be either:

	(GST) REGISTRATION	<p>GST Registered Bidder/Dealer (But not under Composition Scheme)</p> <p style="text-align: center;">OR</p> <p>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(But not under Composition Scheme): Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>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.</p> <p><i>[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]</i></p>
2.	LEGAL STATUS OF THE BIDDER	<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 & Article of Association with certificate of incorporation containing name of bidder.</p>
3.	VALID PERMANENT ACCOUNT NUMBER (PAN)	<p>PAN card issued by Income Tax department, Govt. of India.</p> <p>(In case of JV / Consortium, PAN card for each Indian partner of JV / Consortium and verifiable Tax Residency Certificate of respective country for each foreign partner of JV / Consortium itself)</p>
4.	DSC AUTHORISATION FORMAT	<p>i. Own DSC: If the bidder himself is the valid DSC holder bidding online then self-declaration as per the <i>DSC Authorization format</i>.</p> <p>ii. Other DSC: If the valid DSC holder is bidding online on behalf of the bidder then the Power of Attorney as per the <i>DSC Authorization format</i> or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>
5.	LETTER OF BID (LOB)	Letter of Bid on the bidder's letter head, in the prescribed format.
6.	UNDERTAKING	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.
7.		Any other document to support the qualification information as submitted by bidder online.

NOTE: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support eligibility criteria may also be attached by the bidder in the same file.

12. One Bid per Bidder: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm 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.

13. 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 price bid.

- 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.
- e. 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.
- f. 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.
- g. The EMD of successful bidder (on Award of Contract) will be retained by ECL and will be adjusted to Performance Security Deposit.**

14. 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.

- 15. 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.
- 16.** The Tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
- 17. Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in **Indian Rupees (INR)** only.
- 18. Commencement of Work:** The work shall be deemed to have commenced on the expiry of 10 (ten) days from the submission of Performance Security and Additional Performance Security, if any. Additionally, the company shall debar such defaulting contractor from participating in future tenders in ECL for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
- 19. Cancellation of LOA/Work Order:** In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money. Additionally, the company shall debar such defaulting contractor from participating in future tenders in ECL for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
- 20. Penal Action:** In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.
- Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.
- In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
- 21. Banning of business:** Banning shall be done as per Guidelines for Banning of Business issued by company and available in Tender document.
- 22.** The Tenderer(s) will deploy sufficient number and size of equipment/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
- 23. 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.
- 24.** 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.
- 25. Notification of award and signing of Agreement:** The Bidder, who's Bid has been accepted,

will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter. This letter (In the Conditions of Contract called the "Letter of Acceptance"). The L-1 bidder will get the information regarding award of work on their personalized dash-board online. The notification of award will constitute the formation of the Contract. The Agreement will incorporate all agreements between the Employer and the successful Bidder within **28 days** following notification of award along with the letter of Acceptance and / or Work Order issued by department. The contractor shall enter into and execute contract agreement in the prescribed form. In case of failure to enter into agreement within specified period or extended period on the request of the bidder, if any, the department may forfeit Bid Security / Earnest Money and shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

26. 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.

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 of Modification and Withdrawal of Bid.

27. 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 process 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.

28. 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.

NOTE 1: After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender. There will be no further auto extension by the system.

NOTE 2: Since the auto extension corrigendum command has runs every 1 hour so the auto extension gets updated after 1 hour on date of extension.

NOTE 3: The Corrigendum Notice (if any) will be published in **CIL e-Tendering portal only** i.e. <https://coalindiatenders.nic.in>.

29. 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.

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

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

32. 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.

33. 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)).

34. The other terms and conditions of NIT **not covered** under this document will be as per the Contract Management Manual (CMM) of CIL and "Guidelines for e-Procurement of Works and Services" in CIL and subsequent amendments thereafter, which may be seen on www.coalindia.in and www.easterncoal.nic.in.

35. The Tenderer shall have to ensure implementation of CMPF/EPF, in respect of the workers deployed by him as detailed in the tender document.

36. Payment of wages including CMPF/EPF, ESI etc. to workmen as per relevant provision of bid document has to be made through Nationalized Bank only. The GST will be applicable as per extant rule.

37. Biometric Attendance System: The contractor should get the attendance of their employee booked in their own installed biometric attendance system for transparency and accountability.

- 38.**The contractor will upload the details in respect of contractors' Labour employed by him in Contract Labour Payment Management Portal of CIL for the contract issued for the said work within 15 days of starting of work and will update the same as and when required.
- 39.**The Company does not bind itself to accept the lowest tender and reserve 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.
- 40.**Remaining details may be obtained from other Terms and Conditions (General Terms & Conditions, Other Terms & Conditions, Special Terms & Conditions as applicable).
- 41.**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.
- 42.**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.
- 43.**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.
- 44. Ex-Gratia (Applicable for Mining Activities Only):** Contractor is required to obtain group personal accident insurance to cover Ex-gratia payment of **₹15 Lakhs** in case of death of contractors' workers in fatal mine accidents as certified by DGMS during the contract period and the liability solely will rest with the contractor. **(Refer GTC for further details).**
- NOTE:** Mining Activities (as defined under section 2(h), (j) & (k) of the Mines Act-1952) including washery, CHP and Railway siding.
- 45. 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.
- 46. 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.
- 47.**The acceptance of Bank Guarantee (BG) will be through Structured Financial Messaging System (SFMS) only. Details of SFMS system are given in General Terms and Conditions (GTC).
- 48.**Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during submission of the bid for mining activity) by the Company.
- 49. Help for participating in e-Tender:**

The detailed method for participating in the e-Procurement is available on links "Help for

Contractor” and “Bidders Manual Kit” in CIL’s e-Procurement portal. The bidders may also seek help from the following:

Type of Support	Contact Persons	Contact Numbers
Tender Inviting Authority (TIA)/Representative of TIA <i>(For Tender Related Assistance)</i>	Sanjib Roy AlokSaha	9434795784 9434797000
NIC Support Team <i>(For Portal Related Assistance)</i>	Customer Care 24X7 Toll Free	0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787 e-Mail: support-eproc@nic.in
ECL FMP Helpdesk <i>(For Technical Assistance)</i>	1) Mr. RajibSrimany	8695467690
	2) Mr. Sayed MarufAhamadKirmani	7278770599

-Sd-
General Manager,
SatgramArea,ECL

Distribution:

All GM/ ECL

Addl. GM/AFM/AM(PCD)/All Agents/All TC Members /Cashier, Satgram Area

Chamber of Commerce, Asansol /Durgapur/Raniganj.

Notice Board

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