



EASTERN COALFIELDS LIMITED (A Subsidiary of Coal India Limited) <u>(A Maharatna Company)</u>	 	OFFICE OF THE GENERAL MANAGER JHANJRA AREA PO – Jhanjra (B. O) -713385 Dist: Burdwan, W. B. Website- <u>www.easterncoal.nic.in</u>
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NIT संख्या.: GM/JNR/CIVIL/e-Tender/20-21/461

दिनांक: 07 / 01/ 2020

निविदा सूचना**e-TENDER NOTICE**

1. Tenders are invited on-line under **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 following work:

Description of work	Location	Estimated Cost of the Work (Including GST) (In Rs.)	Period of Completion (In Days)
Construction of drain in sector-II colony of Jhanjra Colony under Jhanjra Area	Sector – II, Jhanjra Colony	21,17,684.00	120

- (i) For Site visit of location of work, the prospective bidder(s) may contact Sri Sudhin Sanchay

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
General Manager, Jhanjra Area	Sudhin Sanchay Asst. Mgr. (Civil)	Phone No. -9434796672 Email : - aeciviljnr@gmail.com

- (ii) Details of GST Registration of ECL:

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

- (iii) Salient Details of Tender:

Application Fee	Not Applicable
Goods & Services Tax (GST)	Applicable

Input Tax Credit (ITC) to ECL	Not Available
Price Variation Clause (Escalation)	Not Applicable
Basis of Updated Estimate	Based on Analysis rate

2. Time Schedule of Tender:

Sl. No	Particulars	Date (DD:MM:YYYY)	Time (HH:MM)
a.	Tender e-Publication date	12-01-2021	15:00
b.	Document download start date	12-01-2021	15:00
c.	Document download end date	23-01-2021	12:00
d.	Bid Submission start date	13-01-2021	11:00
e.	Bid submission end date	23-01-2021	12:00
f.	Start date for seeking Clarification on-line	12-01-2021	15:00
g.	Last date for seeking Clarification on-line	19-01-2021	12:00
h.	Date of Pre-bid meeting (if any)	NA	NA
i.	Bid Opening date	25-01-2021	12:30

Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

3. **BID SECURING DECLARATION (BSD) (in lieu of Earnest Money Deposit (EMD)):**

Bidders shall have to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as per bid documents) as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

4. **Pre-bid Meeting:**

The pre-bid meeting (**if applicable**) shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The

management shall circulate proceedings of the pre-bid meeting, if held.

5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

NOTE 1: The identity of the Bidder will not be disclosed by the system. 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 2: The clarification through any attachment of document should be done on plain paper.

6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and 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. **Joint Venture is not allowed to participate in the tender.**

8. Eligibility Criteria:

A. Permanent Account Number(PAN) : The bidder should possess valid 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.

B. Goods and Services Tax (GST): (Not Applicable for Exempted Services)

The bidder should be either:

GST Registered Bidder under regular scheme

4
OR

GST Registered Bidder under composition scheme

OR

GST unregistered 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 GST status of the bidder.

Note:

i). If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.

ii) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

C. Purchase Preference under 'Make in India' Policy for "Local supplier". (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN ₹ 5 LAKHS.)

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms with the above said policy, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

The definitions of Class-I *Local Supplier*, Class-II local supplier, Non-Local supplier, *Local Content* and Margin of Purchase Preference as per above mentioned Order are as follows:-

- A. '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content **equal to or more than 50%**, as defined under said order.
- B. '**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content **more than 20% but less than 50%**, as defined under said order.
- C. '**Non-Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content **less than or equal to 20%** as de-

fined under said order.

- D. **'Local Content'** means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. **'Margin of Purchase Preference'** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. **The margin of purchase preference is 20%.**

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 indicating percentage of local content as enlisted in NIT.

Note:-

- i) All the Bidders at the time of bidding shall submit **self-certification** indicating the percentage of local content in the offered items.

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

9. Submission of Bid:

a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<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 registration should be in the name of bidder**, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

EXAMPLE: If any bidder willing to participate in the tender as an individual/partnership firm, 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.

(ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures,

information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

b. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	BID SECURING DECLARATION (in lieu of deposit of EMD) <i>(Ref. Clause No.3 of NIT)</i>	Bidders are required to give Bid Securing Declaration in bidder's letter head in the prescribed format. (Annexure - XV)
2	Permanent Account Number (PAN) <i>(Ref. Clause No.8(A) of NIT)</i>	PAN card issued by Income Tax department, Govt. of India.
3	Goods and Services Tax (GST) Status of Bidder <u>(Not Applicable for Exempted Services)</u> <i>(Ref. Clause No.8(B) of NIT and BOQ)</i>	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: <ul style="list-style-type: none"> a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: 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 in compliance with the relevant GST rules of India.

		<p>Note:</p> <p><i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i></p>
4	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> 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
5	Digital Signature Certificate (DSC)	<ol style="list-style-type: none"> i. <u>Own DSC:</u> If the bidder himself is the DSC holder bidding on-line then no document is required. ii. <u>Other DSC:</u> 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. <p><u>NOTE:</u> DSC Authorisation Format for above both cases is provided.</p>
5	Local supplier status of the Bidder <i>(Ref. Clause No.8(C) of NIT and BOQ)</i>	All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.
6	Valid Electrical License (Only applicable for E&M works, if required as per TIA)	Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45.
7	MSE REGISTRATION CERTIFICATE AND SC/ST CERTIFICATE i) NOT Applicable for E&M	i. The MSEs are required to submit copy of documentary evidence, issued by their registering authority i.e. District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) whether they are small enterprise or micro enterprise as per

	<p>works under Works Category.</p> <p>ii) Applicable for Service Nature Jobs under Works Category).</p>	<p>provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.</p> <p>ii. In case of SC/ST owned MSE, an additional document of SC/ST certificate issued by District Authority must be submitted by the bidder in addition to MSE registration certificate</p> <p>NOTE: Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category.</p>
8	<p>a. Undertaking by Bidder/s on his/her/their Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document at Annexure II.</p> <p>b. In case of partnership firm, undertaking as per Annexure-XIII, is also to be submitted.</p>	
9	Letter of Bid by Bidder/s on his/her/their Letter Head as per Annexure-I.	
10	Any other document to support the qualification information as submitted by bidder on-line.	
<p>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.</p>		

- c. Letter of Bid (LOB):** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission 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, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable. 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.

d. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-

- I. Status: GST Registered Bidder under regular scheme
- II. Status: GST Registered Bidder under composition scheme
- III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by Eastern Coalfields Limited and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-I. The Price-bid (excluding GST) will be in **Item Rate or Percentage Rate or Mixed Rate** [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

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>.

System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by Eastern Coalfields Limited taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be "the Cost to Company".

Then share of GST to be deposited by Eastern Coalfields Limited, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction

given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by Eastern Coalfields Limited taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 8.B of NIT.

10. Bid Submission:

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

11. System Requirement:

It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender 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.

12. Opening of Bid:

Tender will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on/after the prescheduled date & time of Tender Opening.

13. Tender Evaluation:

- a. After opening of 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 does 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 corresponding to the information furnished online or in case corresponding document have not been uploaded by L-1 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 (7 x 24 hours)** time for online re-submission by L-1 bidder. The L-1 bidder will get this information on his 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 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 L-1 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. No further clarification shall be sought from L-1 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 bidder will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.**
- f. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- g. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 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.
- h. The process as mentioned at **Cl. g** shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- i. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- j. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no. 9(b) titled- Confirmatory Documents.
- k. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be **banned for two years from being eligible to submit Bids in CIL and its subsidiaries.**
- l. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

In terms of the above said policy, purchase preference shall be given to Class-I local suppliers in the following manner:

- I. In the procurement of works **which are divisible** in nature, the following procedure shall be followed :-
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

- II. In the procurement of works **which are not divisible**, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content:

- i) All the Bidders at the time of bidding shall submit **self-certification** indicating the percentage of local content in the offered items.
- ii) ECL may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

iii) False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.

iv) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

m. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICES NATURE OF TENDERS)

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (i) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling Eastern Coalfields Limited to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST.
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the

enterprise.

- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be **banned for two years from being eligible to submit Bids in CIL and its subsidiaries.**

14. Auto Extension of Critical Date:

If number of bids received online is found to be less than **03(three)** on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of **04(four) days** ending at 17.00 hrs:

- Last date of submission of Bid.
- Date of Opening of Tender.

NOTE 1: After extension, 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>.

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 bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. One Bid per Bidder:

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

15.2 Conflict of Interest.

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

a) they have controlling partner(s) in common;

or

b) they receive or have received any direct or indirect subsidy/financial stake from any of them;

or

c) they have the same legal representative/agent for purposes of this bid;

or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;

or

f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business; all such Bidders having a Conflict of Interest, shall be disqualified

16. Site Visit:

16.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available 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.

16.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

16.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

16.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

17. Taxes and Duties:

All duties, taxes (**excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only**) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of

payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. Eastern Coalfields Limited) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by Eastern Coalfields Limited directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by Eastern Coalfields Limited as per rule.

If Eastern Coalfields Limited fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to Eastern Coalfields Limited in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be 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.

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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

NOTE: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

18. 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 or liable for those costs.

19. Technical Specifications:

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

20. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees (INR) only.

21. Handing Over of Site:

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.

22. Deployment of Manpower and Machineries:

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 Tender:

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. Letter of Acceptance (LOA) / Work Order / Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on

their personalised dash-board on-line. On receipt of Letter of 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 fulfilment 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. In addition, the department may ban the bidder **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.**

26. Bid Validity:

The validity period of the tenders shall be **120 (One Hundred 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.

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.28 (Modification and Withdrawal of Bid) of NIT.

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. 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:

1. The bidder will be banned **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.** The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority, stating that this bidder is banned **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.** This letter will be circulated to all Areas and Eastern Coalfields Limited HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

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

iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as Clause no 14 of Chapter I.

28. Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
 - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
 - b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
 - c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
 - d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.

The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B) (b) and II-(B) (c) above.

29. Postponement of scheduled date(s):

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

30. Public Enterprises preference:

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

31. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of the 'General Terms and Conditions' of 'Conditions of Contract'.

32. Sub-letting of Work:

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.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

33. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

34. Implementation of CMPF/EPF & ESI:

The tenderer shall have to ensure implementation of CMPF/EPF & ESI if applicable, in respect of the workers deployed by him as detailed in the tender document.

35. Justification for Abnormally Low Bid:

Procuring Entity may seek clarifications from bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents, if after evaluation the Price analysis, Procuring Entity determines that bidder has substantially failed to demonstrate its capabilities to deliver the contract at the offered price, the Procuring Entity may reject the bid/ Proposal.

36. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the

work between two or more tenderer(s) or accept the tender in part and not in its entirety.

37. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title- 'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

38. 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
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. Rajib Srimany	8695467690
	2) Mr. Sayed Maruf Ahamad Kirmani	9775650846

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**General Manager
Jhanjra Area**

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