


ईस्टर्नकोलफील्ड्सलिमिटेड महाप्रबंधककार्यालय सोदपुर, पत्रालय -सुंदरचक, जिला -बर्धमान, पश्चिमबंगाल-713360 वेबसाइट-www.easterncoal.nic.in		EASTERN COALFIELDS LIMITED Office of the General Manager Sodepur Area P.O.: Sundarchak, Dist. Burdwan (WB); PIN-713360 Website- www.easterncoal.nic.in
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NIT No: - ECL/SDPA/E&M/T/2036

Dated: - 16/02/2021

NOTICE INVITING TENDER

Sealed Tenders are invited offline from the eligible bidders for the job of “Repairing and Rewinding of 40-HP, 550-V C.G. make FLP Motor of Dhemomain Incline Colliery under Sodepur Area S.No.-DMCI/P&M/01.”

S. No	Name of Work	Estimated Cost(Including G.S.T. @ 18%)	Time of Completion	Grantee Period
1	Repairing and Rewinding of 40-HP, 550-V C.G. make FLP Motor of Dhemomain Incline Colliery under Sodepur Area S.No.-DMCI/P&M/01.	₹ 43,896.00	7 Days	06 Months

Note:- No Application/tender Fee.

1	Issue of T.D	Begins on 22.02.2021 Closes on 01.03.2021 up to 05.00 P.M (Issue/Sale. on working days except on Holiday)
2	Place of issue of T.D	Office of the General Manager, Sodepur Area, PO: Sundarchak, Dist: Burdwan (WB) PIN.713360,
3	Date & Time of Submission of tender	On 02.03.2021 from 10.00 A.M. to 1.00 P.M (Tender submitted late will not be accepted)
4	Place of submission of T.D.	Office of the General Manager, Sodepur Area, PO: Sundarchak, Dist: Burdwan (WB) PIN.713360,
5	Date & time of opening of tender	On 02.03.2021 at 3.00 P.M. at the office of General Manager, Sodepur Area (E&M Dept.). If the office happens to be closed on date of receiving/opening of tender as specified, the tender will be received / opened on next working day at the same time and venue. No tender document will be issued or received by post. Cost of tender document should be paid either in cash which will be deposited in AFM's office, Cash Section or by Demand Draft which is non refundable

1. 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.

2. ELEGIBILITY CRITERION

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

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

OR

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

OR

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

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub-contractor will be

taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

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

If the referred work includes Supply & installation as well as maintenance after supply and installation, the experience of such work may be considered as 'acceptable' if the supply and installation part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

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

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

The definition of SIMILAR nature of work:

“Repairing of 40-HP/550-V and above Starter/Motor.

b) 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

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

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

a.Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

ii. Status: GST unregistered bidder/Dealer:

a.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.

c) LEGAL STATUS OF THE BIDDER

Any one of the following document:

i. Affidavit or any other document to prove proprietorship/individual status of bidder.

ii. Partnership deed containing name of partners.

iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

d) VALID PERMANENT ACCOUNT NUMBER (PAN) - PAN card issued by Income Tax department, Govt. of India.

e) LETTER OF BID (LOB)-Letter of Bid on the bidder's letter head in the prescribed format.

f) UNDERTAKING- An undertaking regarding genuineness of the information furnished by him and authenticity of documents by him in support of his eligibility, as per submitted format given in the tender documents.

3. PRICE BID: - The Price-bid will be in Item 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.

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

4. 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 original copy will be sent to the bidder through registered/speed post/registered email.

5.All documents submitted should be duly signed by the bidder along with the seal.

6.PERFORMANCE SECURITY/SECURITY DEPOSIT:-

Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest. **Performance Security should be 3% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:**

Demand Draft drawn in favor of Eastern Coalfields Ltd on any Scheduled Bank payable at its Branch at Asansol.

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option. **All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.** Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, **the company shall ban such defaulting contractor for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries from the date of issue of such letter.**

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

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

8. 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.

9. 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.

10. If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

- i) @ half percent ($\frac{1}{2}$ %) of the contract amount/, per week of delay.
- ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

11. Bid Validity: The validity period of the tenders shall be **120 (One Hundred and Twenty) days** from the end date of bid submission. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing

to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of the extension.

12. 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.

13. The contractor/ contractors shall make necessary payments of the Provident Fund for the workmen employed by his for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act-1948 or Employees Provident Fund and Miscellaneous Provision Act-1952 as the case may be and will have to recover statutory dues and deposit the same along with employer's contributions (contractor's share) to the respective CMPF/EPF Offices and to submit statutory returns under intimation to principle employer.

14. The payment to the labour is to be made through bank only and the statement is to be submitted for confirmation. The contractor has to registered on CLIP and the wage sheet produced by it to be submitted before making any payment.

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

16. The contractor has to make necessary payments of the wages for the workmen employed by his for the work as per **Coal India High Power Committee/ minimum wages Act applicable**. The payment of wages for workmen should be made through Nationalized Bank only.

17. ECL, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever or distribution of the work amongst different tenderers.

18. ECL will not be liable for any compensation due to stoppage/change in the scope of work due to local disturbance, change in Govt. Policy, law & order or judiciary, obstruction or delay by any outside agency.

19. Electrical License and Electrical Supervisorship certificate must be submitted with tender documents only for overhead line related jobs.

20. All other standard terms and conditions of Civil Engineering Manual and ECL are applicable.

Area Engineer (E&M)

Sodepur Area

Cc:

- i) CVO, ECL (HQ), Sanctoria.
- ii) All Area Engineer (E&M), ECL – wide circulation please.
- iii) AFM/Area Survey officer/APM, Sodepur Area.
- iv) Agent, Dhemomain Group of Mines
- v) Colliery Engineer (E&M), Dhemomain Incline Colliery.
- vi) Asansol Chamber of Commerce, 361, GT Road, Asansol, Dist. Burdwan Pin No.713303.
- vii) Raniganj Chamber of Commerce, BP Khaitan Road, PO - Box 5, Raniganj Pin – 713347.
- viii) Asansol Small Scale Ancillary Association, 81, GT Road (E) Murgasol, Burdwan, Pin-713303.
- ix) Cashier/Notice Board, Sodepur Area.

BID SECURING DECLARATION (BSD)

(To be Submitted by the Bidder on his Letter Head during submission of bid)

I / We....., Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S., solemnly declares that:

i) If, I/We withdraw or modify my/our Bids during the period of validity,

OR

ii) If, I/We am/are awarded the contract and fail to sign the contract within the stipulated time as per bid document,

OR

iii) If, I/We, fail to submit Performance Security before deadline,

OR

iv) Any other default which attracts forfeiture of EMD as defined in the Tender documents,

then, I/We will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

Signature of the Bidder

or

his Authorized representatively

(In case of partnership / JV, signature of all partners of partnership firm / JV)

Date.....

PROFORMA FOR UNDERTAKING

(To be Submitted by the Bidder on his Letter Head during submission of bid)

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CIL/ Subsidiary.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
*** Delete whichever is not applicable.**
8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
Or
**I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....
**** Delete whichever is not applicable.**
9. I/We have not been debarred by any procuring entity for violation of 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 (not applicable for works with estimated value put to tender less than 5 lakh).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc.

FORMAT FOR LETTER OF BID

(To be Submitted by the Bidder on his Letter Head during submission of bid)

To,
The Tender Committee
CIL/ Subsidiary

Sub: BID for the Work “.....”.

NIT No.:.....

Tender Id No:.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and **CIL/ Subsidiary**.

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of our failure to abide by the said provision, **CIL/ Subsidiary** shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ **work order** /award and also ban us **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries**.

