

1. Tenders [Cover-I & OID (Technical-bid) and Cover-II (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
2. The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
3. After decryption and opening of bids, BOQ and all other documents uploaded by the eligible bidder's bids will be opened and comparative statement of prices is generated by the system.

13. Evaluation of Tender:

1. Supportive documents of L-1 bidder only shall be downloaded for evaluation by the Tender Inviting Authority (TIA).
2. After evaluation of the uploaded documents, in case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online/under appendices 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 **07 days (07 x 24 hours)** time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online/under Annexures within the specified period of 07 days. If the bidder(s) fails to submit the specified document/s in 7(Seven) days (7 x 24 hours), no further document shall be sought from Bidder.
3. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
4. 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.
5. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are 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.
6. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
7. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates.
8. 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.

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 of the following dates-

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

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.

Notes: The validity period of tender shall be decided based on the final end date of submission of bids.

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; or
- 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:

Not applicable

17. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and 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 either payable by bidder or by company under reverse charge mechanism shall also be furnished by the Bidder in the BOQ sheet.

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. CIL) 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 thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL directly to concerned authorities.

Input tax credit is to be availed by CIL as per rule.

If CIL fails to claim Input Tax Credit (ITC) on eligible Inputs 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 CIL 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, 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.

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 only.

21. Commencement of Work:

The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance.

22. Handing Over of Site after completion of work:

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.

23. 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.

24. 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.

25. 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.

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

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. However, additionally it will be also sent by registered/ speed post by the employer. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its subsidiaries. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

27. Bid Validity:

The validity period of the tenders shall be **180 (One Hundred Eighty)** 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 or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any

penal action-will be taken against the Bidder. 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.

28. Modification and Withdrawal of Bid :

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line 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 this 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.

28.1 Standard Operating Procedure for Withdrawal of Bid:

The system of on-line withdrawal is available on the e-procurement portal upto end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from Tender Inviting Authority (TIA) of concerned department.

28.2 Acceptance of Withdrawal:

- (i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10 (ten) days' time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The bidder has to confirm the withdrawal by sending a confirmation letter by Regd. Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request for withdrawal will be ignored and Tender evaluation process will continue as usual.
- (ii). However if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CIL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of **10(ten)** days, it will be construed that bidding firm has been dissolved and its bid will be treated as withdrawn.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

If the request of withdrawal is received after opening of bid, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

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

Note: The penal action against clauses above will be enforced from the date of issue of such order.

- (iii). CIL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

29. Restriction of bidder from a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian(or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the ownership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the

trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

30. 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.

31. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy (Not applicable).

32. 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.

33. Subletting of Work:

No subletting of work as a whole by the contractor is permissible. Permission is required for engagement of Sub-Contractor.

The contractor shall specify major items of supply or services for which he proposes to engage Subcontractor(s)/ Sub-Vendor (s) in its bid

Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc. or reputed brand in that order.
2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification / any other international quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge. However, such approval of the Engineer-in Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

Any addition of item(s) in the list shall also meet the conditions specified at 1 & 2 above.

34. If the tenderer gets the work order he will have to submit H.T Electrical Contractor's License issued by the Electrical Licensing Board of Orissa (ELBO) or Electrical Contractor License of any Indian State/UT duly recognized and endorsed by ELBO, before execution of agreement.

35. 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.

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, at its sole discretion.

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. 42- title-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

38. The laws applicable to this contract shall be the laws in force in India. The District Court where the subject work is executed or High Court of Calcutta shall have exclusive jurisdiction in all matters arising under this contract.

39. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

40. Integrity Pact (applicable):

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Name of IEM(s)	Sri Sudhir Kumar	Sri Anil Kaushal, ITS(Retd.)
Address	B-128, Triveni SFS, Sheikh Sarai-1, Delhi-110017	A-1/245, GF, Janakpuri, New Delhi-110058.
E-mail & Contact Number	stomar2@gmail.com Mobile-09871054454	kaushal.anil17@gmail.com Mobile – 8800028118/9868128118

Sd/-
Executive Director (E&E), CIL

SECTION -2

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "CIL" wherever occurs in the conditions, means the Coal India Limited, represented at the headquarters of the Company by the General Manager (Civil) or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his

- representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge of CIL.
- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
 - xi. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
 - xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
 - xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.
 - xiv. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
 - xv. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
 - xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
 - xvii. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.