

Mahanadi Coalfields Limited

(A Miniratna Subsidiary Company of Coal India Limited)

Tender no. : CIL/EED/2021/MCL 50 MW SOLAR NIT/71

Date: 12.08.2021

Tender Document

For

**Acquisition and Handover of Land, Design, Engineering,
Supply and Procurement, Construction, Erection, Testing,
Commissioning, Operation and Maintenance of Solar
Photovoltaic Grid-Connected Power Plant of capacity 50
MW(AC)/75 MW(DC) including Evacuation Infrastructure in
Odisha**

(Only through e-Tender mode for the CIL Empaneled Vendors)



(A Miniratna Subsidiary Company of Coal India Limited)

Mahanadi Coalfields Limited
(A Miniratna Subsidiary Company of Coal India Limited)
Jagriti Vihar, Burla, Sambalpur--768020, Odisha
CIN:U10102OR1992GOI003038

About the Company

- Mahanadi Coalfields Limited (MCL) is a subsidiary of Coal India Limited (CIL). The organization of MCL comprises of 2 Coalfields namely Talcher Coalfield and IB Valley Coalfield, comprising 13 Mining Areas with 04 operating UG and 15 operating OC mines, 02 Central Workshops, 02 Central Hospitals, MCL Office, Kolkata and MCL Office, Bhubaneswar with Headquarters at Burla, Sambalpur.
- The operating areas are as under
 - A. Talcher Coalfields
 - (i) Jagannath Area
 - (ii) Bharatpur Area
 - (iii) Hingula Area
 - (iv) Lingaraj Area
 - (v) Kaniha Area
 - (vi) Subhadra Area
 - (vii) Talcher Area (UG)
 - (viii) Bhubaneswari Area
 - B. IB-Valley Coalfields
 - (i) Lakhanpur Area
 - (ii) Ib Valley Area
 - (iii) Basundhara Area
 - (iv) Mahalaxmi Area
 - (v) Orient Area (UG)
- MCL scaled a new peak in coal production in the month of March, 2020 producing 19.25 MT with an average of 6.21 lakh Te/day against the last year average March production of 5.83 lakh Te/day.
- For detailed profile of company and past financial results, bidders may visit the MCL website: <https://www.mahanadicoal.in/Welcome.php>

About the Project

- The envisaged 50 MW (AC)/75 MW (DC) solar Power plant will be established through EPC contractor including identification of 200 acres or actual of land in Odisha and plant will be established through DBDT (Design Build Demonstrate and Transfer) mode.
- The produced energy will be utilized for captive consumption of the MCL (i.e in Three supply points i.e. 1. Basundhara 220KV substation. 2. Nandira 132KV substation 3. Jorabaga 132 kV Substation through Long Term Open Access by entering into an agreement with OPTCL/ STU for 25 Years as per prevailing guidelines of Odisha Electricity Regulatory commission.
- The proposed project will be situated anywhere in Odisha with appropriate connectivity to state transmission network. The state government authorities in Odisha has conveyed the following information regarding tentative availability of land and respective power evacuation arrangements:
 - Balangir 33/132KV Grid Substation.
 - o Land availability: 300+ Acres
 - o Substation to Land Distance: 6-7KM
 - o Bay Space is available
 - Balangir Bakti 33/132KV Grid Substation.
 - o Land availability - 350+ Acres
 - o Substation to Land Distance:7-8KM
 - o Bay Space is available
 - Kantabanjhi 33/132KV Grid Substation.
 - o Land availability - 280+ Acres
 - o Substation to Land Distance:5-6KM
 - o Bav Space is available
 - Muniguda 33/132KV Grid Substation.
 - o Land availability - 300+ Acres
 - o Substation to Land Distance:6-7KM
 - o Bay Space is available
 - Sonpur 33/132KV Grid Substation.
 - o Land availability - 400+ Acres
 - o Substation to Land Distance:9-10KM
 - o Bay Space Available
 - Tentulikhunti 33/132KV Grid Substation.
 - o Land availability - 300+ Acres
 - o Substation to Land Distance:7-8KM
 - o Bay Space Available

The above list is tentative. The scope of land and related connectivity are in the scope of Bidder. Bidders are encouraged to explore sites anywhere in Odisha including the above mentioned locations also which are tentative.

- All approvals, permits and clearances required for setting up of the Project (including transmission infrastructure, connectivity and addition of bays including all accessories and land registration) and those required from State Government and local Bodies shall be in the scope of the successful bidder. The responsibility of getting the grid connectivity shall entirely be of the Successful Bidder.
- CIL (on behalf of MCL) now issues this Tender for selection of EPC-cum-O&M contractor for the entire EPC work for the Project including acquisition and handover of encumbrance-free land (to MCL) as well as O&M of the Project for five (5) years after the project COD (to be executed through MCL after awarding work by CIL). CIL will be responsible up to the award of the work to the selected EPC Contractor. Post-award activities, such as signing of contract agreement, contract execution, payment and other activities will be under MCL's scope.

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e-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the empaneled bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	Estimated Cost of Work (Including GST) (In INR)	Earnest Money (In INR)	Period of Completion(In Days)
Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection, Testing, Commissioning and Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 50 MW(AC) 50 MW (AC)/75 MW (DC) including Evacuation Infrastructure in Odisha	INR 279,50,00,000	NA	Total contract period: 2125 Days a) From date of commencement to COD: 10 Months (i.e. 300 days) b) Operation and Maintenance of Project: 1825 Days (i.e. 5 years) from COD

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
1. Mr. B.K. Panda, GM (E&M), CIL E-mail: bpanda4492@coalindia.in Mobile: +91 8249931609	1. Mr. G. Mahapatra, GM (E&M), MCL E-mail: gm-enm.mcl@coalindia.in Mobile: +91 9438494902 2. Mr. Atanu Nandi, CM(E&M), CIL E-mail: a.nandi@coalindia.in Mobile: +91 9433007361 3. Jitendra Singh, Manager (E&M), CIL Email: jitendra.singh1606@coalindia.in Mobile: +91 9955991706
For any Portal related queries please call at 24 x 7 Help Desk Number- 0120-4001 002, 0120-4001 005, 0120-6277 787	

2. **Time Schedule of Tender:**

1	Date of issuance of Tender	12.08.2021
2	Last Date and Time for submission of pre-bid clarifications	18.08.2021 (17:00 hrs)
3	Date and Time of pre- bid meeting	20.08.2021 (14:30 hrs)
4	Last Date and Time for downloading the documents	01.09.2021 (15:00 hrs)

5	Last Date and Time for Online Tender submission	01.09.2021 (15:00 hrs)
6	Date and Time of Bid opening	02.09.2021 (15:00 hrs)

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:

There shall be no EMD/Bid security for this tender. However, in place of EMD/Bid security the bidder will have to submit a "Bid Security Declaration" in the Undertaking format at Appendix-12 of GTC, 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 prescribed in the existing manuals) as defined in the request for bid documents, 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 shall be held online as per the scheduled date & time, as specified in the e-Procurement portal. 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. If a Pre Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

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.

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:

Bidders who are eligible to participate in this tender will have to use the same registration carried out on CIL's e-Tender Portal (<https://coalindiatenders.nic.in>) during the empanelment process vide EOI.

8. Eligibility Criteria:

- A. Working Capital:** The Bidder must submit the Certificate of possessing adequate Working Capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work, i.e. amounting to INR 55.90 Crores {Rs. Fifty five crores ninety lakhs only } inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a Membership Number with Institute of Chartered Accountants of India. Such Certificate should contain the Unique Document Identification Number (UDIN). The bidder should possess the Working Capital issued within three months prior to the date of opening of tender.

In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit (issued within three months prior to the date of opening of tender) to meet the above eligibility criteria.

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

I. For CA Certificate:

- i. Amount of available working capital inclusive of access to lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital.
- iii. Date of issue of Working Capital Certificate by CA.
- iv. Name of the Chartered Accountant (CA).
- v. Membership Number of CA who certifies the bidder's working capital.
- vi. UDIN no. of Working Capital Certificate issued by CA.

In case, access to lines of credit constitutes the availability of Working Capital, the bidders are also required to furnish the following information pertaining to Banker's Certificate (Scheduled Commercial Bank) regarding availability of access to credit (issued within three months prior to the date of opening of tender) .

II. For Banker's Certificate:

- i. Date of issue of certificate by bank.
- ii. Name of bank.
- iii. Address of the bank.
- iv. Value of access to credit issued by bank in the name of the bidder.

Note: The annualised value is to be worked out as under:

$$\begin{aligned} \text{Annualised value} &= \frac{\text{Estimated cost of the work (including GST) put to tender} \times 365 \text{ days}}{\text{Time period up to Project COD (in days)}} \\ &= \text{INR } 279,50,00,000 \times 365 / 300 \\ &= \text{INR } 340,06,00,000 \end{aligned}$$

B. Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

C. Goods and Services Tax(Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme
OR
 GST Registered Bidder under Composition Scheme
OR
 GST unregistered Bidder

Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.

9. Submission of Bid:

- a. The bidders will 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/under annexures 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/under annexures by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1.	Availability of Working Capital (Ref. Clause No.8(A) of NIT)	<p>Certificate of possessing adequate Working Capital (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India to meet the eligibility criteria as per details mentioned in clause no. 8(A) and containing the information as furnished by bidder.</p> <p>In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit (issued within three months prior to the date of opening of tender) to meet the eligibility criteria as per details mentioned in clause no. 8(A) and containing the information as furnished by bidder.</p> <p>For foreign Partner(s), Banker's Certificate regarding availability of access to credit (issued within three months prior to the date of opening of tender) duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document to meet the requirement of Working capital as per details mentioned in clause no. 8(A).</p>
2.	Permanent Account Number (Ref. Clause No.8(B) of NIT)	PAN card issued by Income Tax department, Govt. of India
3.	Goods and Services Tax (GST) Status of Bidder (Not Applicable for Exempted Services) (Ref. Clause No.8(C) of NIT and BOQ)	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under Composition Scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>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> <p>Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.</p>
4.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <p>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</p> <p>2. Partnership deed containing name of partners, if applicable.</p>

		3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
5.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
6.	Undertaking by Bidder/s on his 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, and Bid Security Declaration as per the format given in the bid document at Appendix-14.	
7.	<p>Written Consent regarding Arbitration Clause on his/her/their Letter Head as per Appendix-13.</p> <p><u>Note:</u></p> <ol style="list-style-type: none"> 1. In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company. Hence, no physical signature is required. 2. In case of Partnership firm, this document is to be signed by all the Partners of the Partnership Firm. 3. In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society. 	
8.	Letter of Bid by Bidder/s on his/her/their Letter Head as per Appendix-1.	
9.	Provision of Public Procurement (Preference to Make in India), Order 2017-Revision dt. 16.09.2020	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof: <ol style="list-style-type: none"> I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items. II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
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-1. 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.

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:-**

1. GST Registered Bidder under regular scheme
2. GST Registered Bidder under Composition Scheme
3. GST unregistered Bidder

The rates quoted by the bidder will be including the GST as per the BOQ format. 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-II. The Price-bid will be in BOQ format and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel. 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.

Net Electrical Energy Generation Guarantee (NEEGG)

The Bidder shall be required to quote in the BOQ Excel file the year-wise Net Electrical Energy Generation Guarantee (NEEGG) for five (5) years period at the metering point. The Bidder shall give NEEGG per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc.

Bidders are expected to undertake their own study of solar profile and other related parameters of the area and make sound commercial judgment about power output i.e. Net Electrical Energy Guaranteed Generation.

The Bids with NEEGG equivalent to less than 25.30% CUF at the Delivery Point for the first year shall be summarily rejected. The degradation in NEEGG quoted for any year shall not be more than 0.7% of that quoted for the previous year. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of by the Bidder to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of guaranteed generation.

System for decision of L1 bidder

The L1 bidder will be decided based on Evaluated Bid Value (EBV). Illustrative computation of EBV is shown in Appendix-5.

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, MCL 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:

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 bidders 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: Clause left blank

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 and duly mentioning the specific GST & GST Compensation Cess, as applicable as per the BOQ format. The payment of GST and GST Compensation Cess by service availer (i.e. MCL) 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 MCL directly to concerned authorities.

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

If MCL 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 MCL 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.

The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications (including MNRE's clarification ref. no. F. No. 283/54/2018-GRID SOLAR-Part (1) dated 11.05.2021), shall be applicable for this Tender.

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 or Zero Date:

The date of commencement or Zero Date 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. The process of handing over will take place as provided in Section-6 Special Conditions of Contract of this tender document.

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. 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 MCL. 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). MCL 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:-